

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Forsee Aviation LLC ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar A

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 395 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers - South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Beech  
Model: E90  
Year: 1972  
Registration No. N999SF  
Serial No. LW-5  
Registered Owner: Forsee Aviation LLC  
Owner  
Tel. No.: 423 413 0230  
Email: Jim.Stitt@star-n4.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: P.O. Box 2686  
Dalton, GA  
30722

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

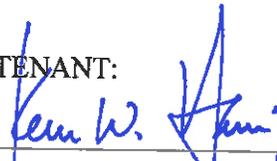
(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:



By: Kevin W. Harris LFO

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

AUTHORIZED SIGNATURE

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Hangar A

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 265 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

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(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Helio Aircraft LTD  
Model: H800  
Year: 1983  
Registration No. N8004  
Serial No. H-4  
Registered Owner: Forsee Aviation LLC  
Owner  
Tel. No.: 423-413-0230  
Email: Jim.S.Hitt@star-va.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

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P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: P.O. Box 2686  
Dalton, GA  
30722

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

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(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

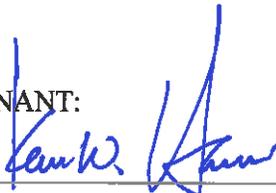
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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

  
\_\_\_\_\_

By: Ken W. Harris CFO

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and DJ Aircraft Sales LLC ("Tenant").

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Hangar A – Community Hangar

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 265 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Cessna  
Model: 401A  
Year: 1969  
Registration No. N101SU  
Serial No. 401A0112  
Registered Owner: D & J AIRCRAFT SALES LLC DBA  
Owner  
Tel. No.: 706-277-4000  
Email: qj@op.l.l.w.h.us

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

DJ Aircraft Sales, LLC  
P.O. Box 988  
Dalton, GA 30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

De J Aircraft Sales LLC  
By: H. [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Dr. Finkle ("Tenant")

APPALACHIAN STANDARD FLOORS, LLC

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

HALLWAY 1

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

### 3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 365 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: BEECH  
Model: A36TC  
Year: 1980  
Registration No. N39KB  
Serial No. EA-54  
Registered Owner: APPLICABLE STRONG FLOORS, LLC  
Owner  
Tel. No.: 864 304 7506  
Email: don.finkel@gmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: 4000 OVERLOOK TRAIL  
ROCKY FACE, GA 30740

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

APPLICATOR STANDARD FLOORS, LLC

By: [Signature] CEO

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Tony Armour ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

HANGAR B #2

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 255.00 TA ~~\_\_\_\_\_~~ per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Just  
Model: Superstol JA30  
Year: 2015  
Registration No. N874CB  
Serial No. JA403-08-14  
Registered Owner: Tony Armour  
Owner  
Tel. No.: 423-902-1982  
Email: ta Armour@ca tt. com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Tony Armour  
2060 Eagle Point Dr  
Dalton GA 30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Tony Armour

By: Tony Armour

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Robert Plaster ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar B #3

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 255 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Beech  
Model: E-55  
Year: 1977  
Registration No. 215CH  
Serial No. TE-1116  
Registered Owner: Plaster Robert W  
Owner  
Tel. No.: 423-421-9276  
Email: rplaster73@yahoo.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: 362 Hidden Trace Dr.  
Ringsboro GA 30736

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Robert Plaster

By: Robert Plaster

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 27 day of April, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Anderson, Inc. ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

B #54

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

### 3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 310 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Pipca  
Model: Boeing  
Year: 1976  
Registration No. N410ET  
Serial No. 28-7690391  
Registered Owner: Audair Vick, Inc.  
Owner  
Tel. No.: 706-259-5927  
Email: Nancy.Vick@Gmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

*Blaine Vickrey*  
*466 Gainwell Rd SE*  
*DALTON GA 30721*

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

*Brian Vickrey*

By: *Brian Vickrey*

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Gary Holmes ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 365 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Cessna  
Model: 182  
Year: 1978  
Registration No. 101 KT  
Serial No. 18266264  
Registered Owner: Gary Holmes  
Owner Gary Holmes  
Tel. No.: 706-934-7953  
Email: HolmesWelding@OptiLink.US

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Gary Holmes  
4406 Crestwood Way  
Cohutta Ga 30710

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

  
\_\_\_\_\_

By: \_\_\_\_\_

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and MARTIN RANNALL ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 255 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: 49 ALDEN CT # 9559  
ELLIJAY, GA 30540

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: VELOCITY  
Model: 173 RG  
Year: 1997  
Registration No. N173DT  
Serial No. 001  
Registered Owner: MARTIN RANBALL  
Owner  
Tel. No.: (412) 344-7030  
Email: grummanhawk@yahoo.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Martin A Randall

By: MARTIN RANDALL

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA("Landlord"), and ChemSouth Technical Services Inc.("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar B – #7

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 255 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Cessna  
 Model: 172 F  
 Year: 1965  
 Registration No. N87354  
 Serial No. 17252639  
 Registered Owner: Chemsouth Technical Services, Inc.  
 Owner  
 Tel. No.: 706-278-4950  
 Email: chemsouth@windstream.net

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejection or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: ChemSouth Technical Services, Inc.  
P.O. Box 2457  
Dalton, GA 30722

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.



## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and RECA HALOER ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar #8

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

### 3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 310<sup>00</sup> per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: CESSNA  
Model: 172  
Year: 1969  
Registration No. 84342  
Serial No. \_\_\_\_\_  
Registered Owner: RICK HOLDEK  
Owner \_\_\_\_\_  
Tel. No.: 423-301-3992  
Email: rckholder@deskel.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejection or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

RICK HOLOEK  
PO BOX 90019  
CHATT TN 37412

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Reck Houser

By: [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of May, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Kevin Hoffman ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #10

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 310 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Beechcraft  
Model: B-35  
Year: 1950  
Registration No. N8721A  
Serial No. D-2248  
Registered Owner: Kevin Hoffman  
Owner  
Tel. No.: 706-270-4895  
Email: Kevin3267c@hotmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Kevin Hoffman  
281 Brookwalk Dr  
Chatsworth, GA 30705

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Kevin Hoffman

By: [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Chester Clark III ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar # 11

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: PIPER  
Model: PA30  
Year: 1969  
Registration No. N112T  
Serial No. 30-1780  
Registered Owner: Chester Clark III  
Owner  
Tel. No.: (501) 520-1315  
Email: Chester.van.clarke@gmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Chester Clark II  
206 Auburn Dr  
Dalton GA 30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

  
\_\_\_\_\_

By: \_\_\_\_\_

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Brian Long ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Europa XS  
Model: XS  
Year: 2005  
Registration No. A124  
Serial No. ~~N9148L~~ N9148L  
Registered Owner: Brian Long  
Owner  
Tel. No.: 706 260 6171  
Email: brianlong40@gmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:

Brian Long  
2625 S. Dixie Hwy  
Dalton GA 30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Brian Long  
By: [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Rodney Lock ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #13

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$225.00 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers - South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: CESSNA  
 Model: 177 RG  
 Year: 1975  
 Registration No. N2692V  
 Serial No. 177RG0659  
 Registered Owner: Radney Lock  
 Owner  
 Tel. No.: 706-463-1272  
 Email: Radlock@hotmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenantable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Rodney Lock  
2856 Old Gravel Rd  
Dalton GA 30721

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.

(f) Complete Agreement, Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Rodney Lock  
By: [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Travis Mckie-Voerste ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #14

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Cessna  
Model: 210D  
Year: 1964  
Registration No. N3851Y  
Serial No. 21058351  
Registered Owner: Mckie -Voerste Travis K  
Owner  
Tel. No.: 870-219-4086  
Email: amckie@mac.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: 96 Terraire Ct  
Clatsworth, Ga

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:



By: Travis McKee Voest

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1<sup>st</sup> day of May, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Bob Fischer ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar #15

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

### 3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225.<sup>00</sup> per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Flight Design  
Model: CTSW  
Year: 2007  
Registration No. N542CT  
Serial No. \_\_\_\_\_  
Registered Owner: Bob Fischer  
Owner  
Tel. No.: 706-463-0494  
Email: fischer200a

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Bob Fischer  
1304 Valencia Way  
Dalton, GA 30720  
706.463.0494

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

  
\_\_\_\_\_

By: \_\_\_\_\_

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019 between THE CITY OF DALTON, GEORGIA ("Landlord"), and Don Fairchild ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 - #16

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers - South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Starduster  
 Model: SA-300  
 Year: 9-17-87  
 Registration No. 8185  
 Serial No. 284  
 Registered Owner: Danville Aircraft  
 Owner  
 Tel. No.: 423 704 6578  
 Email: Danville301.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof; (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof; or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: *Donald Finckel*  
*108 Promise Highway*  
*Ringgold GA 30736*

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Donald Franklin

By: Donald Franklin

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 20 19, between THE CITY OF DALTON, GEORGIA ("Landlord"), and ~~FEAR BUTTERS, LLC~~ ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

HANGAR 1-17

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: MAULE  
Model: ME180C  
Year: 1984  
Registration No. ~~8041C~~ N166RW  
Serial No. 8041C  
Registered Owner: Butters LLC  
Owner  
Tel. No.: 706-260-5999  
Email: vrollins257@gmail.com

6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: 1617 Ryman Ridge Rd.  
Dalton 30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Batters LLC  
By: [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of May, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Kevin Hoffman ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #19

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Beechcraft  
Model: 35  
Year: 1947  
Registration No. N2882V  
Serial No. D-287  
Registered Owner: Kevin Hoffman  
Owner  
Tel. No.: 706-270-4895  
Email: kevin3267c@hotmail.com

6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Kevin Hoffman  
281 Brookwalk Dr  
Chatsworth, GA 30705

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Kevin Hoffman

By: Kevin Hoffman

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Larry Brown ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #20

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Registration No. \_\_\_\_\_  
Serial No. \_\_\_\_\_  
Registered Owner: \_\_\_\_\_  
Owner  
Tel. No.: 727-644-8078  
Email: captcloudbuster@aol.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: 499 Crystal Dr.  
Madreira Beach, FL  
33708

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Larry J Brown

By: Larry J Brown

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and J. Raymond Bates Jr. ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 1 #21

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: BEECH  
Model: S35  
Year: 1965  
Registration No. N5833K  
Serial No. D-7844  
Registered Owner: BATES JESSE R.  
Owner  
Tel. No.: 706-278-0525  
Email: jrbates@optilink.us

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:

PO Box 488

DALTON 30722

Such notice to Tenant shall be mailed to:

City Administrator

P.O. Box 1205

Dalton, GA 30722-1205

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

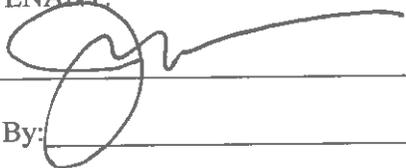
(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

  
\_\_\_\_\_  
By: \_\_\_\_\_

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of May, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Brian Mathis ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 2 #22

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. USE OF PREMISES: The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. AIRCRAFT: The aircraft that will be stored on the Premises is described as follows:

Make: Piper  
Model: PA 32  
Year: 1984  
Registration No. N 661W  
Serial No. \_\_\_\_\_  
Registered Owner: 661W Air Inc.  
Owner  
Tel. No.: 770 597 7953  
Email: \_\_\_\_\_

6. TENANT COVENANTS: Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. INDEMNITY AND INSURANCE: Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightening, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Brian Mathis  
P.O. Box 3187  
Dalton, Ga 30719

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

N661W Air Inc.

By: 

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Justin Berry ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar #23

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Glennair  
Model: III  
Year: 2003  
Registration No. N135RC  
Serial No. 3335  
Registered Owner: Justin Garrison  
Owner  
Tel. No.: 706 980 4136  
Email: Justin-garrison 66@yahoo.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Justin Garrison  
8 Brothers Law Dalton GA  
30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Justin Garrison

By: 

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Big Dawg Air LLC ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 2 #26

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ \$225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Beechcraft  
Model: Bonanza  
Year: 2013  
Registration No. N440LW  
Serial No. 4016  
Registered Owner: Big Dawg Air LLC  
Owner  
Tel. No.: 706-463-1219  
Email: jeff@jeffcass.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:      City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:      88 Hidden Ridge Dr.  
Ringgold, GA 30736

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Big Dawg Air LLC  
By: Jeff Cars 

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and J.D. ACO, Inc. ("Tenant")

1. **LEASE OF PREMISES.** Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hanger 2 027

2. **TERM:** This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then so effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

### 3. RENT

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a pro rata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers - South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments, and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease. Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows.

Make: CESSNA  
Model: 182B II SKYLINE  
Year: 1977  
Registration No. N75925  
Serial No. 18265271  
Registered Owner JLD ASP, INC  
Owner  
Tel No: 706-280-2894  
Email: bdmorgan@gmail.com

6. **TENANT COVENANTS.** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof; (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof; or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord, (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrears in rent, or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred during Tenant's default and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. **NON-WAIVER OF DEFAULT.** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease.

14. **NOTICES.** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P O Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: JLD AERO Inc  
2073 Lake Frances Road  
Dalton, GA 30721

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. **MISCELLANEOUS PROVISIONS.**

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) **Severability of Invalid Provisions.** If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) **Quiet Enjoyment.** If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) **Surrender of Premises.** Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.

(f) **Complete Agreement; Amendments.** This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) **Remedies Cumulative.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) **Time is of the Essence.** Time is of the essence of this Lease in each and all of its provisions.

(i) **Attorney Fees.** If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

J. D. Farris, Inc.  
By: [Signature]

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of May, 2019, between THE CITY OF DALTON, GEORGIA("Landlord"), and Ken White ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

Hangar 2 #28

2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term

of this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Cessna

Model: C172

Year: 1977

Registration No. N75788

Serial No. \_\_\_\_\_

Registered Owner: Whims

Owner

Tel. No.: 706 260 7402 or 6099

Email: kenwhite@gmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. SUBLEASE OR ASSIGNMENT: Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. TENANT'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the termhereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to:      City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to:      Ken White  
1855 Tunnel Hill Tunnel Rd  
Tunnel Hill 30755

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Whims  
By: Ken White

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 1 day of MAY, 2019, between THE CITY OF DALTON, GEORGIA ("Landlord"), and Brian Long ("Tenant")

1. LEASE OF PREMISES: Upon the terms and conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the premises at the Dalton Municipal Airport more particularly described as follows (the "Premises"):

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2. TERM: This Lease shall be for nine (9) months commencing on May 1, 2019 and ending on January 31, 2020, unless terminated as hereinafter provided (the "Original Term"). This Lease shall automatically extend at the end of the Original Term and any Extended Term (as herein defined) for one (1) year terms unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term then in effect at the time notice is given (each term after the Original Term is referred to as an "Extended Term", and at times hereafter, the Original Term and Extended Term shall collectively be referred to as the "Term").

3. RENT:

(a) Tenant agrees to pay to Landlord, the sum of \$ 225 per month during the Original Term as the rental for the Premises (the "Base Rental") payable in advance on or before the 10th of each month of the Lease Term. If any Term commences or ends on a date other than the first of the month, Tenant shall pay for such month a prorata amount based on the total number of days in that month in which the Lease was in effect. The annual Base Rental for each year of the Original Term or any Extended Term of this Lease beginning on the first anniversary of the effective date of this Lease, shall increase on the anniversary of the effective date of this Lease by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers – South Urban Area, all items (1982-1984 equals 100) during the Lease year preceding the applicable year of adjustment. If the Consumer Price Index published by the U.S. Bureau of Labor Statistics is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used (with proper adjustment), and in the event said Index is discontinued, then Landlord and Tenant shall, in good faith, agree on a suitable substitute. In no event shall the rental amount for an Extended Term be less than the rental amount of the immediately preceding Term.

(b) Tenant shall also pay to Landlord a monthly late charge of ten percent (10%) of the amount of any payment due under this Lease which is not paid within five (5) days of its due date. It is provided, however, that nothing contained in this Section shall impair the rights of Landlord to pursue any and all rights and remedies available to it upon the occurrence of a default by Tenant as set forth in Section 12.

(c) Landlord may send monthly rent invoices to Tenant. Such invoices are sent as a courtesy only and rent payments are due as set forth herein regardless of the Tenant's receipt or non-receipt of an invoice.

(d) Tenant agrees to automatic rent payments; and Tenant shall execute and deliver to Landlord a Recurring Payment Authorization Form as set forth in Exhibit "A" hereto. During the term of

this Lease, Tenant shall maintain an updated and valid Recurring Payment Authorization Form with Landlord.

4. **USE OF PREMISES:** The Premises shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used for general aviation related storage only and not for commercial operations (including but not limited to any aeronautical service provided to the public by the Fixed Base Operator for the Dalton Municipal Airport). The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents is prohibited except that such materials may be kept and stored in an aircraft in the proper receptacles installed in the aircraft for such purpose, or except as may be necessary for use in the operation of Tenant's aircraft, in which event any such substances shall be delivered in such amount, and stored and used only as approved by the Landlord and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

5. **AIRCRAFT:** The aircraft that will be stored on the Premises is described as follows:

Make: Cessna 2100  
Model: 1964 C2100  
Year: 1964  
Registration No. N3921Y  
Serial No. \_\_\_\_\_  
Registered Owner: Brian Loy  
Owner  
Tel. No.: 706 260 6171  
Email: brian.loy4@gmail.com

6. **TENANT COVENANTS:** Tenant covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition known to Tenant which the Landlord is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of Tenant, its employees, agents, patrons or invitees. Provided, however, at its option, Landlord may elect to make such repairs and Tenant shall promptly reimburse Landlord for such cost of repair (including Landlord's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit Landlord and its employees and agents access to the Premises at all reasonable times for the purposes of making repairs, inspecting the Premises and making agreed upon alterations.

7. **INDEMNITY AND INSURANCE:** Tenant shall indemnify Landlord from and hold Landlord harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of Tenant, its agents, officers, employees, invitees or licensees and from all expenses incurred by Landlord as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of Landlord or any of Landlord's employees, agents or representatives acting on behalf of the Landlord. Tenant agrees to carry at its own expense through the term of this Lease, public liability insurance covering the Premises, and Tenant's use thereof, in an amount periodically adjusted to conform with the then current standard business practices pertaining to aircraft hangers. Tenant shall provide Landlord with copies or evidence of such insurance coverage prior to the commencement date of the Lease. Such insurance policies shall name Landlord as an additional insured.

Tenant agrees that all personal property that may be at any time in the Premises shall be at Tenant's sole risk or at the risk of those claiming through Tenant and that Landlord shall not be liable for

any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of Landlord. All personal property remaining on the Premises after termination of this Lease shall be deemed abandoned by the Tenant and may be disposed of by Landlord without liability to Tenant.

8. **REPAIR AND MAINTENANCE OF PREMISES:** During the term of this Lease, Landlord shall maintain the structural elements, electrical systems and plumbing systems of the Premises, except for repairs rendered necessary by the negligence of Tenant, its agents, employees, and invitees. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant which Landlord is required under this paragraph to repair. Failure by the Tenant to report such condition shall relieve Landlord from any liability arising out of such condition.

9. **ALTERATIONS OR IMPROVEMENTS:** Tenant may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the Landlord. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, upon request of the Landlord, removed from Premises prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not totally destroyed by any of such casualty, rent shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore the Premises to substantially the same condition as before such damage, whereupon full rental shall resume. For purposes of this section, damage to the Premises to the extent that the Premises are wholly untenable, or damage to the extent that full repairs cannot be made solely from the proceeds of insurance maintained on the Premises, shall be deemed to be a total destruction of the Premises.

11. **SUBLEASE OR ASSIGNMENT:** Tenant may not sublease all or any portion of the Premises without the prior written permission of Landlord.

12. **TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant: (a) Tenant fails to pay any monthly installment of rent when due and does not remedy such default within five (5) days of written notice thereof, (b) Tenant vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) Tenant breaches any of its obligations hereunder other than non-payment of rent and fails to cure such breach within ten (10) days of written notice of breach from Landlord.

Upon the occurrence of any event of default, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses that Landlord may incur to cure such default. Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises; and Tenant shall immediately

thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and remove Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; or (3) continue this Lease in full force and effect. Should Landlord following default as aforesaid elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods, as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on Tenant herein, in the amounts, and at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such reletting after first reimbursing itself for all costs incurred curing Tenant's defaults and re-entering, preparing, and refinishing the Premises for reletting, and reletting the Premises.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease,

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to Landlord shall be mailed to: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to Tenant shall be mailed to: Brian Long  
2625 S. O'rearthy  
Dalton GA 30720

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Tenant shall not assign its rights or obligations under this Lease without the prior written consent of the Landlord.

(c) Severability of Invalid Provisions. If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Quiet Enjoyment. If and so long as Tenant pays the prescribed rent and performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) Surrender of Premises. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed,

(f) Complete Agreement; Amendments. This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any rent or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney at law, Tenant agrees to pay an additional amount equal to fifteen percent (15%) of such sum as attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

TENANT:

Brian Long

By: 

LANDLORD:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

AUTHORIZED SIGNATURE