

ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF GROUND LEASE

THIS ASSIGNMENT, ASSUMPTION, and AMENDMENT OF GROUND LEASE dated this 26th day of February, 2025 between **Donaldson Jet Center, Inc.**, a South Carolina corporation (“**Assignor**”), and **Vantage GYH LLC**, a Delaware limited liability company (“**Assignee**”).

WHEREAS, this is an agreement (“**Assignment**”) to assign a commercial lease in real property according to the terms specified below; and

WHEREAS, Assignor wishes to assign and transfer to Assignee that Lease Agreement dated October 5, 2021 (“**Ground Lease**”), and executed by Assignor, as lessee, and by the County of Greenville and the City of Greenville, as lessor (together, “**Lessor**”), attached hereto as **Exhibit A**, which is incorporated into this Assignment by reference.

NOW THEREFORE, in consideration of the Assignor agreeing to assign and the Assignee agreeing to assume the Ground Lease for the Leasehold Premises (as defined in the Ground Lease), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. Premises. The Ground Lease governs the ground lease of that certain tract of land and improvements defined as Leasehold Premises in the attached Ground Lease to the Assignor.
2. Assigned Ground Lease. Assignor assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the Ground Lease and the Leasehold Premises, subject to all the conditions and terms contained in the Ground Lease. Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Ground Lease.
3. Effective Date. This Assignment takes effect on the date last signed below by the parties (“**Effective Date**”) and continues until the term (or any renewal thereof) of the Ground Lease expires.
4. Assignor’s Interest. Assignor covenants that:
 - a. Assignor is the lawful and sole owner of the interest assigned under this Assignment;
 - b. this interest is free from all encumbrances; and
 - c. Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Ground Lease.
5. Consent to Assignment of Lease. Lessor, by its signature to this Assignment, hereby consents to the assignment and assumption of the Ground Lease as contemplated herein. Lessor’s consent is subject to the provisions of the Ground Lease except that: (a) Lessor expressly releases Assignee from, and acknowledges that Assignee shall not be

liable or responsible to Lessor for, any release of hazardous materials (as discussed in Section 13 of the Ground Lease) at, on, from or migrating to or from the Leasehold Premises that occurred prior to the Effective Date.

6. Indemnity. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, demands, losses, damages, expenses and costs (including reasonable attorneys' fees) arising, occurring or accruing on or before the Effective Date in connection with the Ground Lease. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, demands, losses, damages, expenses and costs (including reasonable attorneys' fees) arising, occurring or accruing after the Effective Date in connection with the Ground Lease.
7. Governing Law. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.
8. Miscellaneous.
 - a. This Assignment incorporates and is subject to the Ground Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length.
 - b. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
 - c. All rents and other charges accrued under the Ground Lease prior to the Effective Date will be fully paid by the Assignor and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Ground Lease after the Effective Date.
 - d. There will be no further assignment of the Ground Lease without the prior written consent of the Lessor.

[SIGNATURES ON FOLLOWING PAGE]

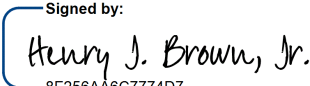
IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this 26th day of February, 2025.

Assignor:

Assignee:

Donaldson Jet Center, Inc.

Vantage GYH LLC

Signed by:

By: _____
Name: Henry J. Brown, Jr.
Its: President

By: _____
Name: Ryan Maxfield
Its: CEO

Date: February 26, 2025

Date: February 26, 2025

CONSENT OF LESSOR

Lessor in the above Assignment, Assumption, and Amendment of Ground Lease executed on the dates indicated below, consents to that Assignment. Lessor also agrees to the Assignee assuming the payment of rent and performance of all duties and obligations as provided in the Lease.

Lessor:

CITY OF GREENVILLE, SOUTH CAROLINA

By: _____
Name: _____
Its: _____

Date of Execution: _____

COUNTY OF GREENVILLE, SOUTH CAROLINA

By: _____
Name: Benton Blount
Its: County Council Chairman

By: _____
Name: Joseph M. Kernell
Its: Greenville County Administrator

Date of Execution: _____

Date of Execution: _____

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this 26th day of February, 2025.

Assignor:

Assignee:

Donaldson Jet Center, Inc.

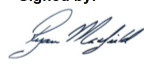
Vantage GYH LLC

By: _____

Name: Henry J. Brown, Jr.

Its: President

Date: February 26, 2025

Signed by:

5F58A9BE535548F...

By: _____

Name: Ryan Maxfield

Its: CEO

Date: February 26, 2025

CONSENT OF LESSOR

Lessor in the above Assignment, Assumption, and Amendment of Ground Lease executed on the dates indicated below, consents to that Assignment. Lessor also agrees to the Assignee assuming the payment of rent and performance of all duties and obligations as provided in the Lease.

Lessor:

CITY OF GREENVILLE, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

Date of Execution: _____

COUNTY OF GREENVILLE, SOUTH CAROLINA

By: _____

Name: Benton Blount

Its: County Council Chairman

Date of Execution: _____

By: _____

Name: Joseph M. Kernell

Its: Greenville County Administrator

Date of Execution: _____

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this ___ day of February, 2025.

Assignor:

Assignee:

Donaldson Jet Center, Inc.

Vantage GYH LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

CONSENT OF LESSOR

Lessor in the above Assignment, Assumption, and Amendment of Ground Lease executed on the dates indicated below, consents to that Assignment. Lessor also agrees to the Assignee assuming the payment of rent and performance of all duties and obligations as provided in the Lease.

Lessor:

CITY OF GREENVILLE, SOUTH CAROLINA

By: _____

Name: _____

Its: _____

Date of Execution: _____

COUNTY OF GREENVILLE, SOUTH CAROLINA

By:  _____

Name: Benton Blount

Its: County Council Chairman

Date of Execution: 2-24-25

By:  _____

Name: Joseph M. Kernell

Its: Greenville County Administrator

Date of Execution: 2-24-25

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this ___ day of February, 2025.

Assignor:

Assignee:

Donaldson Jet Center, Inc.

Vantage GYH LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

CONSENT OF LESSOR

Lessor in the above Assignment, Assumption, and Amendment of Ground Lease executed on the dates indicated below, consents to that Assignment. Lessor also agrees to the Assignee assuming the payment of rent and performance of all duties and obligations as provided in the Lease.

Lessor:

CITY OF GREENVILLE, SOUTH CAROLINA

By: Jody Bryson

Name: Jody Bryson

Its: Authorized Representative

Date of Execution: 2/25/2025

COUNTY OF GREENVILLE, SOUTH CAROLINA

By: _____

By: _____

Name: Benton Blount

Name: Joseph M. Kernell

Its: County Council Chairman

Its: Greenville County Administrator

Date of Execution: _____

Date of Execution: _____

EXHIBIT A
Ground Lease

See attached.

COUNTY OF GREENVILLE)
)
CITY OF GREENVILLE)

LEASE AGREEMENT

THIS AGREEMENT made this 5TH day of OCTOBER 2021 by and between the County of Greenville and the City of Greenville (hereinafter referred to as the "Landlord") and Donaldson Jet Center, Inc. (hereinafter referred to as "Tenant"),

WITNESSETH:

(1) Leasehold Premises. That for the consideration and upon the terms and conditions as hereinafter set forth, the Landlord does hereby lease unto the Tenant for a term of ten (10) years, beginning on October 1, 2021, the property more particularly described in Exhibit A hereto (hereinafter referred to as "Leasehold Premises").

(2) Leasehold Improvements. In consideration of the lease and use of the Leasehold Premises for the term herein set forth and the mutual covenants herein contained, the Leasehold Improvements consist of an aircraft flight ramp, three (3) hangar facilities (two with lean-to office facilities) and fifteen (15) T-hangars (hereinafter collectively referred to as "the Leasehold Improvements") as described in Exhibits "A" and "B" in attachments. It is expressly understood and agreed that the Leasehold Improvements shall be part of the realty and shall be the sole property of the Landlord at all times during and upon the termination or expiration of this Lease Agreement.

(3) Rents.

(a.) In further consideration of the lease and use of the Leasehold Premises for the term herein set forth and the mutual covenants herein contained, the Tenant promises to pay to the Landlord not later than the tenth (10th) day of each month of the lease term a monthly basic rental of Ten Thousand Seven Hundred Fifty-Nine Dollars. (\$10,759.00). The annual basic rent to be paid by Lessee to Lessor shall be adjusted effective October 1, 2022, and on October 1 of each subsequent lease year thereafter. Said adjustment to annual basic rent shall be calculated by taking the prior year's annual basic rent and

adding to said prior year's annual basic rent an amount equal to the product derived by multiplying (i) the prior year's annual basic rent multiplied by (ii) two percent (2%).

(b.) The Tenant also agrees to pay to the Landlord, as additional rental, a fuel flowage fee equivalent to 5 cents (\$.05) per gallon on all jet fuel and aviation gasoline used and/or sold by Tenant, excluding jet fuel and aviation gasoline for which any other person or entity has paid Landlord a flowage fee pursuant to a separate agreement between Landlord and such person or entity. Tenant agrees to furnish the Landlord not later than the tenth (10th) day of each month a monthly report of all aviation gasoline used and/or sold by Tenant during the preceding month and payment for all additional rent due thereon. Tenant agrees that the Landlord shall have reasonable access during Tenant's normal business hours to all accounting books and records which, in Landlord's reasonable opinion, may relate to the proper calculation of additional rent based on fuel flowage fees, and Tenant further agrees to furnish to Landlord upon request duplicates of all gasoline purchase invoices. Authorization is herewith extended to all gasoline suppliers to furnish to Landlord upon request duplicate copies of all receipts and invoices for gasoline deliveries to Tenant.

(4) Rent for Hold Over Period. In the event Lessee remains in possession of Premises after the termination of Lease or the expiration of the term, then (i) such hold over shall be construed to be a tenancy from month to month; (ii) Lessee shall pay monthly Rent in an amount equal to one hundred twenty five percent (125%) of the monthly Rent due from Lessee immediately prior to the termination of Lease or expiration of the term; and (iii) the terms and conditions of Lease shall otherwise continue in full force and effect. It is also agreed that the occupancy of the Leased Premises will be subject to the Donaldson Field Airport Rules and Regulations, Exhibit D, which are made-a part hereof by reference, together with such amendments thereto as may be made hereafter.

(5) Approval of Prices and Charges. In addition to any other right granted to or reserved by the Landlord in this Lease Agreement, Landlord shall have the right to review and approve Tenant's schedule of minimum prices and charges for services to ensure that the same are reasonable and non-discriminatory, consistent with normal market rates for the same or similar goods and

services, and not violative of any provisions of Paragraph (7) of this Lease Agreement or of any statute or regulation referred to therein.

(6) Nondiscrimination. The Tenant understands and agrees that, as a necessary condition to its being granted a lease on public property, it agrees to operate facilities on the Leasehold Premises, which are open to the public without discriminatory or otherwise unreasonable charges or fees. The Tenant, in the operation and use of the Leasehold Premises, will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Administration Regulations. Noncompliance shall constitute a material breach of this Lease Agreement and, in the event of such noncompliance, the United States Government or the Landlord shall have the right to take such action as the government may direct or to otherwise enforce compliance. Tenant, for itself and its successors in interest and assigns as part of the consideration for this Lease Agreement, does hereby covenant and agree that, in the event facilities are constructed, maintained or otherwise operated on the Leasehold Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. Further, Tenant, for itself and its successors in interest and assigns, as a part of the consideration for this Lease Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under the Leasehold Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination, and that the Tenant shall use the Leasehold Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. It is understood and agreed that none of the privileges granted under this Lease Agreement shall be exclusive and it shall always be within the power of the Landlord to grant to other parties such leases and

privileges as it may deem to be in the best interest of aviation and the City and County of Greenville. It is further understood and agreed that the use of all landing areas and taxiways shall be open at all times to all persons, firms and corporations authorized to use the same, provided only that they shall be required to use the same in accordance with the rules and regulations of the Federal Aviation Administration and in compliance with the laws of the State of South Carolina and restrictions, covenants and airport regulations of the South Carolina Technology & Aviation Center (SCTAC), all as may be amended from time to time.

(7) Nonexclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

(8) Duty to Cooperate. It is further understood and agreed that the Tenant shall cooperate with the Landlord in every reasonable way to aid and maintain an efficient, operable aviation facility, it being agreed and understood between the parties hereto that Tenant shall be subject to all reasonable rules and airport regulations as written and adopted by SCTAC

(9) Utilities. Tenant shall be solely responsible for securing all utility services required for the Leasehold Premises. Tenant agrees to be solely responsible for the payment of all of its utilities, including, but not limited to, water, sewer, gas, electricity, telephone, heat, and trash removal, throughout the duration of this Lease Agreement. Tenant shall be solely responsible for arrangements for fire protection and inspections by the Donaldson Center Fire Department. Landlord has no responsibility whatsoever for providing utility services to the Leasehold Premises.

(10) Maintenance, Repairs, and Alterations. It will be the responsibility of the Tenant to provide all maintenance and repairs for the interior of the Leasehold Improvements and the exterior of the Leasehold Improvements as specified below: (a) Tenant shall have full responsibility for any and all fuel tanks and related facilities and shall be responsible for conforming to all federal, state or local laws, rules or ordinances for environmental protection and fuel tanks and related facilities; (b) Upkeep of all grounds and landscaping within fifty (50) feet of any Leasehold Improvements.

The Landlord understands and agrees that it is responsible for the exterior maintenance and preservation of the Leasehold Improvements as well as any associated pavement, walkways, and existing easements throughout the term of this Lease Agreement. The Tenant further agrees that, in the event the Tenant desires to make any additional improvements or alterations to the Leasehold Premises, the same shall be done at Tenant's expense, but only upon the condition that the plans and specifications of such improvements be first submitted to the Landlord for its prior approval in writing. The Tenant agrees to make any alterations or improvements on the Leasehold Premises only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant also understands it may be necessary to secure the approval of the Federal Aviation Administration of any plans and specifications for any future additions or improvements and agrees that Tenant will be solely responsible for securing such approval in addition to the approval of SCTAC.

(11) Taxes. The Tenant shall be solely responsible for the payment of all personal property taxes and taxes upon the Leasehold Improvements and upon Tenant's personal property, machinery, equipment, supplies, and any and all other improvements or property which are located on the Leasehold Premises and subject to taxation by local, state and/or federal governments. Tenant shall reimburse Landlord promptly for any real property taxes pertaining to the Leasehold Premises incurred and paid by Landlord. If state or local tax regulations or rates are increased subsequent to the inception date of this Lease Agreement so as to result in a material tax increase to Tenant, the annual rent may be renegotiated to mitigate the effect of the tax increase. If Landlord and Tenant, after negotiating in good faith, are unable to agree upon mitigation for an amount acceptable to both parties, Landlord and Tenant agree to submit the issue of the mitigation of rent resulting from such material tax increase to arbitration pursuant to the terms and provisions of the South Carolina Uniform Arbitration Act, Sec. 15-48-10, et. seq., Code of Laws of South Carolina, 1976. This provision does not apply to tax increases attributable to increases in assessed values, which will naturally occur to reflect inflation or to tax increases uniformly applicable to all taxpayers.

(12) Indemnity. The Tenant shall keep, save and hold harmless the Landlord from any and against all damages and liabilities for anything and everything whatsoever arising from or out of

the occupancy by or under the Tenant, the Tenant's agents or servants and/or from any loss or damage arising from any fault or negligence by the Tenant or any failure on Tenant's part to comply with any of the covenants, terms and conditions herein contained or otherwise. Tenant agrees that adequate and sufficient insurance coverage with a recognized company or companies indemnifying the Landlord against public liability and property damage occurring as a result of each and every phase of activity conducted by Tenant in and upon or in connection with the premises herein leased at SCTAC shall be kept in force and effect at all times during the terms of this lease, for not less than the coverage amounts required by the Donaldson Field Airport Rules and Regulations, Exhibit D, as may be amended from time to time.

The Tenant will carry, at Tenant's expense, standard fire and extended coverage insurance with responsible insurers for the value of the Leasehold Improvements. The parties agree that if an insured loss or damage occurs, the proceeds of such insurance will be used for the replacement, restoration or repair of the leasehold improvements.

Landlord agrees to cooperate with Tenant in attempting to secure the insurance coverages required under the terms of this lease through available sources of the State of South Carolina or agencies thereof. Tenant agrees to reimburse Landlord for all premiums paid by Landlord for any insurance coverage obtained through the State of South Carolina or its agencies. The Tenant agrees to furnish the Landlord with a current insurance certificate naming the Landlord as an additional named insured as Landlord's interest may appear.

(13) Cleanliness and Waste. The Tenant agrees to keep the Leasehold Premises and facilities clean and free from rubbish and in a neat and presentable manner, and to conduct its operations and use of the Leasehold Premises in such a manner as not to constitute a public or private nuisance. The Tenant further agrees that all discharge of waste products emptied in the sewer disposal lines or plants will conform to all applicable standards of REWA Sewer Authority or such other authority as may be relevant and will comply with all applicable State, Federal and local statutes, ordinances or regulations.

Tenant agrees that its operations on the Leasehold Premises will not violate any federal, state or local laws, rules or ordinances for environmental protection, including, but not limited to, the

following: Federal Clean Air Act, 42 U.S.C. § 1857 et seq.; Federal Clean Water Act, 33 U.S.C. § 1151 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921 et seq.; Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "SUPERFUND"), 42 U.S.C. § 9601 et seq.; National Environmental Policy Act, 42 U.S.C. § 1857 et seq.; regulations of the Environmental Protection Agency (40 CFR, Chapters 373, 380 and 403; and the South Carolina Hazardous Substance Act, S.C. Code § 23-39-10, et seq.

Tenant shall not cause or permit to continue any intentional or unintentional release of hazardous materials other than those licensed or permitted by governmental agencies or by applicable law or regulations. Should Tenant cause or permit any intentional or unintentional release of hazardous materials onto the surface or into the subsurface of the Leasehold Premises resulting in damage to soil, surface water, ground water, flora or fauna on the Leasehold Premises, within waters of the state or the United States, or on adjacent properties, Tenant shall notify Landlord and the appropriate jurisdictional governmental agencies. Tenant shall indemnify and save Landlord harmless from any fines, suits, claims, demands, losses and actions (including attorneys' fees) that (1) arise from any violation by Tenant of the foregoing provisions of paragraph, or (2) allege or are based upon any violation by Tenant of any federal, state or local laws, rules or ordinances for environmental protection, including but not limited to those itemized above in this paragraph, or upon the existence of hazardous materials in the possession or control of Tenant, or upon any other threatened or actual damage to the environment by Tenant; provided that such indemnification shall not extend to any independent acts or omissions of Landlord.

(14) Default. It is agreed that time is of the essence for the payments of rents and in the event of failure to pay any installment of rent within five (5) days of written notice of such failure, or upon the breach of any of the covenants or agreements herein contained and the failure to cure said breach within thirty (30) days of written notice, or if Tenant goes into bankruptcy, voluntarily or involuntarily, or is placed in the hands of a receiver or makes a general assignment of its property for the benefit of creditors, or files a petition pursuant to any federal or state law for the extension of its debts or for reorganization, then, and in any one of such events, the Landlord may:

(a) Declare the full rental for the entire period of the lease due and payable immediately and resort to any or all remedies at law and/or in equity for the enforcement of its rights and to recover damages for the breach of the covenants herein contained, and

(b) Enter and take possession of the leased premises and thereafter hold the same free of any rights of the Tenant to use said premises and, notwithstanding the taking of possession, the Landlord shall have the right to recover from the Tenant any and all sums which may be due under the terms of this lease, including a reasonable attorneys' fee of 15% of the amount remaining due on the lease.

(15) No Subleases or Assignments. The Tenant shall not have the right to assign or sublet the Leasehold Premises or any part thereof without the prior written consent of the Landlord.

Nothing contained herein, however, shall prevent the Tenant from entering separate individual T-hangar rental arrangements with the general aviation public for each of the T-hangars and the related facilities. Tenant shall secure prior written approval from SCTAC of the terms of its standard T-hangar lease. Landlord shall have the right approve the minimum rental charges for T-hangars.

(16) Right of Entry. The parties agree that the Landlord, the Donaldson Fire Board, the Federal Aviation Administration or any other federal, state or local agency having jurisdiction over the Leasehold Premises, shall have the right with reasonable notice to enter upon the Leasehold Premises at any time during normal business hours for the purpose of making reasonable inspections without interference or hindrance by the Tenant.

(17) Governmental Grants. The Tenant understands and agrees that the Landlord shall have the right to make any improvements to the Leasehold Premises or on the Donaldson Field that in Landlord's judgment may be necessary to further develop the premises or to comply with governmental requirements. Landlord may enter into agreements with governmental agencies in respect to applications for funds to improve the Leasehold Premises and SCTAC. This Lease Agreement is expressly made subject to all such governmental agreements now existing or hereafter made.

(18) Waiver. No waiver of default by any party hereto of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by any party shall be construed to be a waiver of any subsequent default.

(19) Quiet Use and Enjoyment. Landlord further warrants to Tenant quiet use and enjoyment of the Leased Premises so long as Tenant complies with the terms and conditions outlined herein.

(20) Notices. All notices, written requests and approvals required or authorized by this Lease Agreement to be given by or on behalf of any party to the other shall be in writing and signed by said party or a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given when delivered to the party receiving the same, or at the time a registered or certified letter, properly addressed and postage prepaid, is delivered.

Notices to the Tenant may be addressed to and delivered to:

Donaldson Jet Center, Inc.

P O Box 5791

Greenville, SC 29606

Notices to the Landlord may be addressed to SCTAC one N Main Suite 201, Greenville SC 29601, or at such place as SCTAC may hereafter designate by notice to Tenant in writing.

(21) Validity, Governing Laws, Severability. This agreement is to be construed according to the laws of the State of South Carolina. Any provision of this agreement which is prohibited or unenforceable, shall be ineffective to the extent of such-Prohibition or unenforceability without invalidation of any of the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(22) Entire Agreement. This agreement represents the entire agreement between the parties hereto. Any modification or alteration of this agreement shall be in writing and signed by the parties by way of an amendment.

(23) Parties Affected. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(24) Counterparts. This agreement may be signed in counterparts by each party hereto and shall be in full force and effect when all parties have executed a counterpart.

(25) Attorneys' Fees. In the event that it becomes necessary for either party hereto to enforce rights and/or obligations outlined herein, through litigation, arbitration, or other similar proceeding, the party substantially prevailing in any such action shall be entitled to recover all costs associated therewith, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement with exhibits to be executed by their duly authorized representatives, and have hereunto set their hands and seals:

In the Presence of:

LESSOR:

GREENVILLE COUNTY,
SOUTH CAROLINA

By:

Walter H. Meadows

and:

County Administrator

Joe Melusiel
Jason M. Stor

Karen Gordon
[Signature]

Melissa Singleton
Melissa Singleton

[Signature]
Donna R. Hammond

CITY OF GREENVILLE,
SOUTH CAROLINA

By: [Signature]

and: on behalf of City of Greenville
City Manager

LESSEE:

DONALDSON JET CENTER, INC.

By: Henry J. Brown, Jr.

Its: PRESIDENT

By: [Signature]

Its: V.P.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

PERIMETER ROAD
FIREHOUSE ST.
DONALDSON ROAD
SITE
MAIN ENTRANCE
PERIMETER ROAD
EXCHANGE STREET

LOCATION MAP N/S
S 86. 37 29 E
61.46

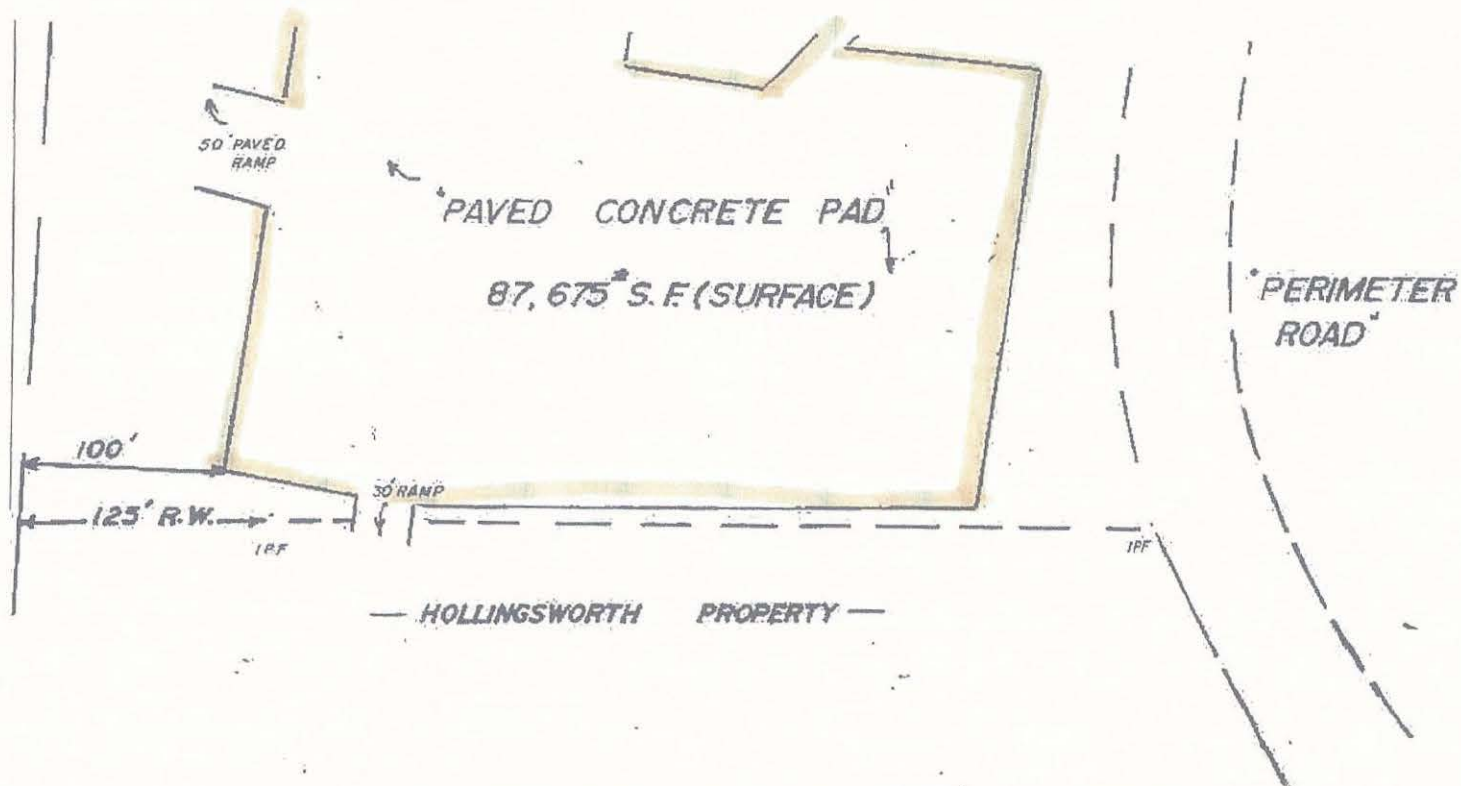
N 3. 16 26 E
118.93
AXLE
"FUEL DEPOT"
S 3. 03 47 W
131.62
C.T.
DON. DEV. COMMISSION
S 49. 31 48 E
394.95
STEEL/MORTAR BUILDING
7.765 ACRES
"ASPHALT PAVING"
METAL BUILDINGS
DITCH LINE
C.T.
RIP-RAP
766.08
DONALDSON DEVELOPMENT COMMISSION
YAMIXAY TAXWAY
S 40. 46 42 W
340.46
DONALDSON DEVELOPMENT COMMISSION
T.M. 400.2
N 49. 15 34 W
341.59
SOLID
N 17. 29 24 E
230.94
R.B.
N 28. 50 01 E
95.29
"TIE LINES ONLY"
239.89
N 49. 15 33 W
286.35
N 84. 25 32 W
PERIMETER ROAD
7044- TO FIREHOUSE ST.

GRAPHIC SCALE
0 200 400 600

NOTE:
ALL BUILDINGS HAVE 25' SET-BACK LINES.
1"=200'

SURVEY OF F. B. O. LEASEHOLD, DONALDSON DEVELOPMENT COMMISSION		
SCALE: 1"=200'	APPROVED BY: 	DRAWN BY MLM/LM/R
DATE: 10/23/2001		REVISED
DONALDSON CENTER--STATE OF S.C. COUNTY OF GREENVILLE		
J. L. MONTGOMERY, 111, P.L.S.#4552 POB 143-SIMPSONVILLE, S.C., 29681 TEL.: 664-963-8409		DRAWING NUMBER DC400.2

EXHIBIT "B", T-HANGAR & RAMP (~2 ACRES)



SURVEY FOR DONALDSON AIR & INDUSTRIAL COMPLEX

COUNTY OF GREENVILLE

STATE OF SOUTH CAROLINA

SCALE 1"=50'

J. L. MONTGOMERY, III
Registered Professional Surveyor
NORTH MAPLE STREET
SIMPSONVILLE, S.C. 29689

APRIL 25, 1988

J. L. MONTGOMERY, III, P. S.

