

HABERSHAM COUNTY BOARD OF COMMISSION

EXECUTIVE SUMMARY

SUBJECT: Amendments to Lease Agreement for Hangar-H-1 and Hangar H-2 with Horizon Dreams

DATE: 9-21-2026

(X) RECOMMENDATIONS

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: DATE: September 21, 2026

PURPOSE:

To request Board approval of two First Amendments to the existing hangar lease agreements for Hangars H-1 and H-2 at the Habersham County Airport, allowing Horizon Dreams, LLC to conduct specified commercial aeronautical operations from the leased premises.

BACKGROUND / HISTORY:

Horizon Dreams, LLC, operated by Michelle Curcio, is a flight school based at the Habersham County Airport. The existing leases for Hangars H-1 and H-2 restrict the premises to aircraft storage and related noncommercial uses. The proposed amendments replace Article 7 of each lease so that the hangars may also be used for approved commercial aeronautical services. The H-1 lease began in 2007 and was assigned to Ms. Curcio in January 2024. The H-2 lease began in 2008 and, following earlier assignments, was assigned to Ms. Curcio in August 2021.

FACTS AND ISSUES:

- Both amendments contain substantially the same operating provisions and authorize Horizon Dreams to provide aircraft rental, flight training, specialized commercial flying services, and independent flight instruction from Hangars H-1 and H-2.
 - Aircraft maintenance and repair may be provided in accordance with applicable Federal Aviation Administration rules. Work on aircraft belonging to other airport users must be performed by FAA-certified personnel with ratings appropriate for the work. Maintenance on the lessee's own aircraft may be performed to the extent allowed by FAA rules.
 - Horizon Dreams must comply with the Airport's Policies and Minimum Standards for Commercial Aeronautical Services and the Airport's Rules and Regulations, including future amendments adopted by the Board of Commissioners.
 - Continued violation of the Airport's Minimum Standards or Rules and Regulations may result in suspension or termination of the authorization to provide commercial aeronautical services.
 - The amendments acknowledge Georgia law governing the county in which aircraft must be returned for taxation.
 - The lessee must indemnify, defend, and hold harmless Habersham County and its officers, agents, and employees from losses arising from the lessee's use, occupancy, or operations or from the lessee's wrongful, reckless, or negligent acts or omissions.
 - All other provisions of the existing leases remain in effect. The amendments control if a conflict exists and become effective when presented to and approved by the Board of Commissioners.
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OPTIONS:

- Approve recommendation
 - Deny recommendation
 - Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve the First Amendments to the Hangar Lease Agreements for Hangars H-1 and H-2 with Michelle Curcio, doing business as Horizon Dreams, LLC, and to authorize the Chairman to execute the amendments on behalf of Habersham County.

DEPARTMENT: Airport

Prepared by: Bill Harden Airport Manager

Director:

**ADMINISTRATIVE
COMMENTS:**

_____ **DATE:** _____

County Manager

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

**HABERSHAM COUNTY AIRPORT
HANGAR LEASE AGREEMENT**

(Hangar H-1)

(FIRST AMENDMENT)

This First Amendment ("First Amendment") is hereby dated and effective as of the date referenced below regarding that certain Hangar Lease Agreement described herein and is hereby made and entered into by and between the current parties to said lease agreement, to wit: **HABERSHAM COUNTY**, a political subdivision of the State of Georgia (the "Lessor"), and **MICHELLE CURCIO**, an individual (the "Lessee"), operating under the entity name of Horizon Dreams, LLC, a Georgia limited liability company.

RECITALS

WHEREAS, the Lessor entered into that certain Lease Agreement regarding Hangar H-1 at the Habersham County Airport (the "Airport") with Keith Campbell (the "Original Lessee") beginning on October 15, 2007, through and including October 21, 2037 (the "Agreement"), a copy of which is attached hereto marked Exhibit A; and

WHEREAS, with Lessor's approval, the Original Lessee assigned his interest in the Agreement to the Lessee which assignment and transfer was effective in January 2024; and

WHEREAS, Lessor and Lessee desire to amend the Agreement at Article 7 (Permitted Uses) to allow for commercial aeronautical operations at the Airport.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged, the parties agree to the above recitals and as follows:

1. The language in the Agreement at Article 7 (Permitted Uses) is hereby deleted in its entirety and shall hereinafter read as follows:
 - a. Lessee is authorized to use the leased property to provide the following commercial aeronautical services at the Airport:
 - i. Aircraft Rental
 - ii. Flight Training
 - iii. Specialized Commercial Flying Services
 - iv. Independent Flight Instruction

- b. Lessee shall be allowed to offer aircraft maintenance and repair services in accordance with all applicable Federal Aviation Administration (“FAA”) Rules and Regulations, as amended. Such maintenance and repair services may be performed on Lessee’s own aircraft and on aircraft of other users of the Airport. Except for maintenance and repair performed by Lessee on its own aircraft, all other aircraft maintenance and repair services shall only be performed by FAA-certificated personnel with ratings appropriate for the work being performed. As to Lessee’s personal aircraft, Lessee shall be allowed to perform all maintenance and repair permitted by the FAA Rules and Regulations, as amended, for non-certified personnel.
2. Lessee’s use of the Airport shall, at all times, be and remain in compliance with the Airport’s Policies and Minimum Standards for Commercial Aeronautical Services (the “Minimum Standards”), and the Airport’s Rules and Regulations, both as currently adopted and as may be amended by the Habersham County Board of Commissioners from time to time. Upon any continued violation of the Minimum Standards or the Rules and Regulations, Lessee’s authorization to provide commercial aeronautical services at the Airport may be suspended or terminated by Lessor.
3. Lessee acknowledges that pursuant to O.C.G.A. § 48-5-16(e)(2), “Any person who owns tangible personal property in the form of an aircraft which has its primary home base in a county in this state other than the county in which such person maintains a permanent legal residence shall return such property for taxation to the tax commissioner or tax receiver of the county in which such primary home base is located. Such aircraft which does not have a primary home base in a county of this state other than the county in which the owner maintains a permanent legal residence shall be returned for taxation in the manner provided for in O.C.G.A. § 48-5-11.
4. Lessee agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the leased property or the Airport by Lessee; or (ii) any wrongful, reckless, or negligent act or omission of Lessee. Lessee shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated herein shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.
5. Except as modified herein, the Agreement shall continue in full force and effect; however, the language of this First Amendment shall supersede and control over any conflicting language that remains in the Agreement.
6. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

7. Each of the individuals executing this First Amendment on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so.
8. The effective date of this First Amendment shall be _____, 2026, which is the date such amendment is presented to and approved by the Habersham County Board of Commissioners.

WHEREFORE, by signing below, the parties hereto agree that they have read and understand the terms of this First Amendment and that they agree to be bound by the same.

LESSOR:

LESSEE:

HABERSHAM COUNTY, GEORGIA

By: _____
Bruce Harkness, Chairman



MICHELLE CURCIO,
dba Horizon Dreams, LLC

ATTESTED:

By: _____
Brandlin Carnes, County Clerk

EXHIBIT A

H1

LEASE AGREEMENT

This lease is made and entered into this 15th day of October, 2007, at Clarkesville, Georgia by and between Habersham County, the "Lessor" and KEITH CAMPBELL, the "Lessee."

ARTICLE 1. DEMISE, DESCRIPTION, USE TERM AND RENT

Lessor leases to Lessee, and Lessee leases from Lessor that certain property, hereinafter called the "leased property" situated in Habersham County and described as follows:

HANGAR H-1 IN THE HABERSHAM COUNTY AIRPORT

To be used only for the storage of aircraft and in accordance with uses normally incident thereto and for no other purpose for the term of thirty (30) years commencing on OCTOBER 25, 2007, and ending on OCTOBER 21, 2037, annual rental of \$1.00 payable as specified in Article 2. Further, Lessee shall not store any fuel, flammable materials, or any other hazardous materials within the hangar.

ARTICLE 2. RENT

Lessee shall pay Lessor through Habersham County Board of Commissioners, 555 Monroe Street, Unit 20, Clarkesville, GA 30523, the annual sum of one dollar (\$1.00) and other valuable considerations due and payable in advance on the 1st day of the lease agreement and every anniversary of same thereafter.

ARTICLE 3. LIABILITY/RISK COVERAGE

Lessor agrees to and shall, maintain during the entire term of this lease, coverage on the leased property through a risk management agreement, self-insurance, or any other type of liability coverage, deemed appropriate by the Lessor. This coverage shall be limited to the leased property and shall not include any contents within or on the leased property belonging to Lessee or any third party.

ARTICLE 4. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas electricity, sewage and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless for any liability therefore.

ARTICLE 5. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed any waste on the leased premises nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 6. REPAIRS

Lessee shall maintain the leased premises in condition fit for their intended use, at all times.

ARTICLE 7. PERMITTED USES

- a. As to Lessee's personal aircraft, Lessee shall be allowed to perform all maintenance permitted by the FAA Rules and Regulations, as amended for non-certified personnel. Further, within the confines of the subject hangar and on the personal aircraft of Lessee, Lessee may contract for maintenance and repair of aircraft with FAA approved personnel and pursuant to FAA personnel and pursuant to FAA Rules and Regulations as amended. Maintenance and repair shall include but not be limited to annual inspection, general repairs, any repairs necessitated by the FAA personnel following inspection, or any AD requirements for the subject aircraft. The right of the Lessee to perform said maintenance and repairs in accordance with FAA Rules and Regulations as amended is an essential term of this lease. However, Lessee shall not allow within the confines of the hangar any maintenance or repair on any aircraft not owned or jointly owned by Lessee. This paragraph is not intended to allow a Lessee to establish a repair or maintenance shop within any hangar. Lessee shall hold County harmless for any repairs or maintenance performed on the subject aircraft and the County shall in no way be responsible for said work. By executing this agreement, Habersham County does not recognize the qualifications of any owner to conduct maintenance on his or her aircraft nor passes on the sufficiency of any mechanic or certified FAA personnel retained by owner for maintenance and repair.
- b. Lessee shall only use this Hangar for storage of and aircraft for non-commercial use. **Non-aviation related use will not be permitted except with recommendation of Airport Commission and approval by the Habersham County Board of Commissioners.**

ARTICLE 8. ALTERATIONS, IMPROVEMENTS AND FIXTURES

Lessee shall have the right to improve, add to or alter the leased premises and to install fixtures thereon, subject to the approval of the Airport Commission, provided however, that he shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided, further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term, shall revert to and become the absolute property of Lessor, free and clear of any claims against them by Lessee or any third person, and Lessee agrees to hold Lessor harmless from any claims that may be made against such improvements by

any third persons. Any fixtures deemed necessary to be removed by the County shall be removed at the expense of the Lessee.

ARTICLE 9. INSPECTION BY LESSOR

Lessee shall permit Lessor, his agents and assigns, the Habersham County Airport Commission and its agents and assigns to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the premises.

ARTICLE 10. OPTION TO EXTEND AND HOLD OVER

- a. Lessee is hereby granted and shall, if not in default under this Lease, have an option to extend the term of this Lease for a consecutive annual period not to exceed 5 years. The rent for the hangar shall be equal to the going market rate for hangars at the time of the renewal of each lease term. The market rate shall be established as the rate charged for a similar square footage hangars in similar sized airports in Georgia. The lease shall be renewed under the same terms and conditions herein with the exception of the lease period and rent which shall be payable monthly and in advance on the 1st day of the month.
- b. This option shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before _____ . Written notice of this election to extend the term of this lease as herein provided.
- c. In the event Lessee does not extend term of this lease as herein provided, and such holds over beyond the expiration of the term hereof, such holdings over shall be payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

- a. Lessee shall have the right with the prior written consent of Lessor to assign this lease, and any interest therein, provided each assignee assumes in writing all Lessee's obligations under this lease.
- b. Lessee shall have the right without the prior written consent of Lessor to sublet the Leased premises or any part thereof and Lessee shall remain liable for each and every Obligation under this lease.

ARTICLE 12. MISCELLANEOUS

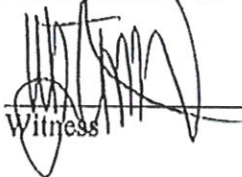
- a. Lessee will be subject to rules and operating conditions as set up by the Habersham County Airport Commission. Any changes in rules and

regulations by the Habersham County Airport Commission shall be presented for review by lessee at least 10 days prior to adoption by the Commission.

- b. If Lessor shall convey title to the demised property pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignees or successor of Lessee as to any act or omission from and after such conveyance.

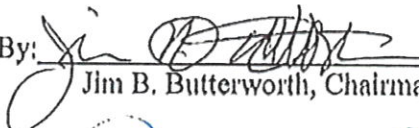
IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

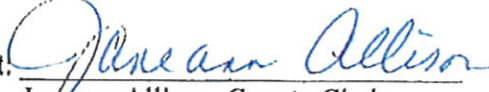
Signed and acknowledged
in the presence of:


Witness

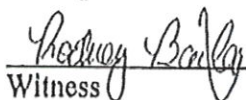
Mellaree W. Ellison
Notary Public
Commission Expires: March 18, 2010

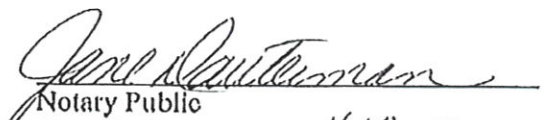
LESSOR:
Habersham County

By:  (Seal)
Jim B. Butterworth, Chairman

Attest: 
Janeann Allison, County Clerk

Signed and acknowledged
in the presence of:


Witness


Notary Public
Commission Expires: 4-13-10

LESSEE:

By:  (Seal)



**STATE OF GEORGIA
COUNTY OF HABERSHAM**

**HABERSHAM COUNTY AIRPORT
HANGAR LEASE AGREEMENT**

(Hangar H-2)

(FIRST AMENDMENT)

This First Amendment ("First Amendment") is hereby dated and effective as of the date referenced below regarding that certain Hangar Lease Agreement described herein and is hereby made and entered into by and between the current parties to said lease agreement, to wit: **HABERSHAM COUNTY**, a political subdivision of the State of Georgia (the "Lessor"), and **MICHELLE CURCIO**, an individual (the "Lessee"), operating under the entity name of Horizon Dreams, LLC, a Georgia limited liability company.

RECITALS

WHEREAS, the Lessor entered into that certain Lease Agreement regarding Hangar H-2 at the Habersham County Airport (the "Airport") with Keith Campbell (the "Original Lessee") beginning on July 21, 2008, through and including July 20, 2038 (the "Agreement"), a copy of which is attached hereto marked Exhibit A; and

WHEREAS, with Lessor's approval, the Original Lessee assigned his interest in the Agreement to Jeff Mitchell which assignment and transfer was effective in November 2016; and

WHEREAS, with Lessor's approval, Jeff Mitchell assigned his interest in the Agreement to Lessee which assignment and transfer was effective in August 2021; and

WHEREAS, Lessor and Lessee desire to amend the Agreement at Article 7 (Permitted Uses) to allow for commercial aeronautical operations at the Airport.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged, the parties agree to the above recitals and as follows:

1. The language in the Agreement at Article 7 (Permitted Uses) is hereby deleted in its entirety and shall hereinafter read as follows:
 - a. Lessee is authorized to use the leased property to provide the following commercial aeronautical services at the Airport:
 - i. Aircraft Rental
 - ii. Flight Training
 - iii. Specialized Commercial Flying Services

iv. Independent Flight Instruction

- b. Lessee shall be allowed to offer aircraft maintenance and repair services in accordance with all applicable Federal Aviation Administration ("FAA") Rules and Regulations, as amended. Such maintenance and repair services may be performed on Lessee's own aircraft and on aircraft of other users of the Airport. Except for maintenance and repair performed by Lessee on its own aircraft, all other aircraft maintenance and repair services shall only be performed by FAA-certificated personnel with ratings appropriate for the work being performed. As to Lessee's personal aircraft, Lessee shall be allowed to perform all maintenance and repair permitted by the FAA Rules and Regulations, as amended, for non-certified personnel.
2. Lessee's use of the Airport shall, at all times, be and remain in compliance with the Airport's Policies and Minimum Standards for Commercial Aeronautical Services (the "Minimum Standards"), and the Airport's Rules and Regulations, both as currently adopted and as may be amended by the Habersham County Board of Commissioners from time to time. Upon any continued violation of the Minimum Standards or the Rules and Regulations, Lessee's authorization to provide commercial aeronautical services at the Airport may be suspended or terminated by Lessor.
3. Lessee acknowledges that pursuant to O.C.G.A. § 48-5-16(e)(2), "Any person who owns tangible personal property in the form of an aircraft which has its primary home base in a county in this state other than the county in which such person maintains a permanent legal residence shall return such property for taxation to the tax commissioner or tax receiver of the county in which such primary home base is located. Such aircraft which does not have a primary home base in a county of this state other than the county in which the owner maintains a permanent legal residence shall be returned for taxation in the manner provided for in O.C.G.A. § 48-5-11.
4. Lessee agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the leased property or the Airport by Lessee; or (ii) any wrongful, reckless, or negligent act or omission of Lessee. Lessee shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated herein shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.
5. Except as modified herein, the Agreement shall continue in full force and effect; however, the language of this First Amendment shall supersede and control over any conflicting language that remains in the Agreement.

6. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
7. Each of the individuals executing this First Amendment on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so.
8. The effective date of this First Amendment shall be _____, 2026, which is the date such amendment is presented to and approved by the Habersham County Board of Commissioners.

WHEREFORE, by signing below, the parties hereto agree that they have read and understand the terms of this First Amendment and that they agree to be bound by the same.

LESSOR:

LESSEE:

HABERSHAM COUNTY, GEORGIA

By: _____
Bruce Harkness, Chairman


MICHELLE CURCIO,
dba Horizon Dreams, LLC

ATTESTED:

By: _____
Brandlin Carnes, County Clerk

EXHIBIT A

4-9-12
2

112

LEASE AGREEMENT

This lease is made and entered into this 21st day of July, 2008, at Clarkesville, Georgia by and between Habersham County, the "Lessor" and KEITH CAMPBELL, the "Lessee."

ARTICLE 1. DEMISE, DESCRIPTION, USE TERM AND RENT

Lessor leases to Lessee, and Lessee leases from Lessor that certain property, hereinafter called the "leased property" situated in Habersham County and described as follows:

HANGAR H-2 IN THE HABERSHAM COUNTY AIRPORT

To be used only for the storage of aircraft and in accordance with uses normally incident thereto and for no other purpose for the term of thirty (30) years commencing on July 21, 2008, and ending on July 20, 2038, annual rental of \$1.00 payable as specified in Article 2. Further, Lessee shall not store any fuel, flammable materials, or any other hazardous materials within the hangar.

ARTICLE 2. RENT

Lessee shall pay Lessor through Habersham County Board of Commissioners, 555 Monroe Street, Unit 20, Clarkesville, GA 30523, the annual sum of one dollar (\$1.00) and other valuable considerations due and payable in advance on the 1st day of the lease agreement and every anniversary of same thereafter.

ARTICLE 3. LIABILITY/RISK COVERAGE

Lessor agrees to and shall, maintain during the entire term of this lease, coverage on the leased property through a risk management agreement, self-insurance, or any other type of liability coverage, deemed appropriate by the Lessor. This coverage shall be limited to the leased property and shall not include any contents within or on the leased property belonging to Lessee or any third party.

ARTICLE 4. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas electricity, sewage and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless for any liability therefore.

ARTICLE 5. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed any waste on the leased premises nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 6. REPAIRS

Lessee shall maintain the leased premises in condition fit for their intended use, at all times.

ARTICLE 7. PERMITTED USES

- a. As to Lessee's personal aircraft, Lessee shall be allowed to perform all maintenance permitted by the FAA Rules and Regulations, as amended for non-certified personnel. Further, within the confines of the subject hangar and on the personal aircraft of Lessee, Lessee may contract for maintenance and repair of aircraft with FAA approved personnel and pursuant to FAA personnel and pursuant to FAA Rules and Regulations as amended. Maintenance and repair shall include but not be limited to annual inspection, general repairs, any repairs necessitated by the FAA personnel following inspection, or any AD requirements for the subject aircraft. The right of the Lessee to perform said maintenance and repairs in accordance with FAA Rules and Regulations as amended is an essential term of this lease. However, Lessee shall not allow within the confines of the hangar any maintenance or repair on any aircraft not owned or jointly owned by Lessee. This paragraph is not intended to allow a Lessee to establish a repair or maintenance shop within any hangar. Lessee shall hold County harmless for any repairs or maintenance performed on the subject aircraft and the County shall in no way be responsible for said work. By executing this agreement, Habersham County does not recognize the qualifications of any owner to conduct maintenance on his or her aircraft nor passes on the sufficiency of any mechanic or certified FAA personnel retained by owner for maintenance and repair.
- b. Lessee shall only use this Hangar for storage of and aircraft for non-commercial use. **Non-aviation related use will not be permitted except with recommendation of Airport Commission and approval by the Habersham County Board of Commissioners.**

ARTICLE 8. ALTERATIONS, IMPROVEMENTS AND FIXTURES

Lessee shall have the right to improve, add to or alter the leased premises and to install fixtures thereon, subject to the approval of the Airport Commission, provided however, that he shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided, further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term, shall revert to and become the absolute property of Lessor, free and clear of any claims against them by Lessee or any third person, and Lessee agrees to hold Lessor harmless from any claims that may be made against such improvements by

any third persons. Any fixtures deemed necessary to be removed by the County shall be removed at the expense of the Lessee.

ARTICLE 9. INSPECTION BY LESSOR

Lessee shall permit Lessor, his agents and assigns, the Habersham County Airport Commission and its agents and assigns to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the premises.

ARTICLE 10. OPTION TO EXTEND AND HOLD OVER

- a. Lessee is hereby granted and shall, if not in default under this Lease, have an option to extend the term of this Lease for a consecutive annual period not to exceed 5 years. The rent for the hangar shall be equal to the going market rate for hangars at the time of the renewal of each lease term. The market rate shall be established as the rate charged for a similar square footage hangars in similar sized airports in Georgia. The lease shall be renewed under the same terms and conditions herein with the exception of the lease period and rent which shall be payable monthly and in advance on the 1st day of the month.
- b. This option shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before _____, Written notice of this election to extend the term of this lease as herein provided.
- c. In the event Lessee does not extend term of this lease as herein provided, and such holds over beyond the expiration of the term hereof, such holdings over shall be payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

- a. Lessee shall have the right with the prior written consent of Lessor to assign this lease, and any interest therein, provided each assignee assumes in writing all Lessee's obligations under this lease.
- b. Lessee shall have the right without the prior written consent of Lessor to sublet the Leased premises or any part thereof and Lessee shall remain liable for each and every Obligation under this lease.

ARTICLE 12. MISCELLANEOUS

- a. Lessee will be subject to rules and operating conditions as set up by the Habersham County Airport Commission. Any changes in rules and

regulations by the Habersham County Airport Commission shall be presented for review by lessee at least 10 days prior to adoption by the Commission.

- b. If Lessor shall convey title to the demised property pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignees or successor of Lessee as to any act or omission from and after such conveyance.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

Signed and acknowledged
in the presence of:

LESSOR:
Habersham County

Deanna Altman
Witness

By: *Jim B. Butterworth* (Seal)
Jim B. Butterworth, Chairman

Nellie W. Ellison
Notary Public
Commission Expires: *March 18, 2010*

Attest: *Lisa A. Ritchie*
Lisa A. Ritchie, County Clerk

Signed and acknowledged
in the presence of:

LESSEE:

Witness

By: *Wesley Campbell* (Seal)

Nellie W. Ellison
Notary Public
Commission Expires: *March 18, 2010*