

ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD

This agreement, made in Pickens County, Jasper, Georgia on the 2nd day of May, 2021 by RS Aviation, LLC, a Delaware Corporation, hereinafter referred to as "ASSIGNOR" and Hendricks Edgerton of Jasper, Georgia hereinafter referred to as "ASSIGNEE" and Pickens County Airport Authority hereinafter referred to as "LANDLORD".

Whereas the "Assignor" is the tenant under a lease dated October 26, 2011, more particularly described as follows:

Hangar H-10, previously known as hangar L-5, 193 Pickens Airport Road, Jasper, GA 30143.

NOW THEREFORE it be agreed as follows:

1. That, in consideration for the sum of one dollar (\$1.00) paid by the ASSIGNEE to the ASSIGNOR, and for other good and valuable consideration, receipt of which is acknowledged by the ASSIGNOR, the ASSIGNOR assigns to the ASSIGNEE the lease, described above between the ASSIGNEE and ASSIGNOR, a copy of which is hereto attached as Exhibit "A" and made part of this agreement, together with all their right, title and interest in and to the land in said lease,

To have and to hold the same to the ASSIGNEE, their successors and assigns from today's date for all the rest of the years and term mentioned in said lease. The term of the lease is from October 26, 2011 and expires on 31st day of October, 2031. This lease has been extended an additional 5 years by the Pickens County Airport Authority by attached letter.

2. That the ASSIGNEE covenants with the ASSIGNOR and with the LANDLORD to assume the payments of all rents reserved in and by the lease, and further assumes the due and punctual performance of all of the mentioned covenants, terms, conditions, provisions to be kept, observed and performed by the ASSIGNORS. Additionally, ASSIGNEE assumes responsibility for property taxes on the property due to Pickens County government.
3. The ASSOGNOR warrants to the ASSIGNEE that the leased property is free and clear of all encumbrances, excepting the lease payments to Pickens County Airport Authority.
4. The LANDLORD covenants with the ASSIGNEE as follows:
 - a. that it is the tenant of the lease and the leasehold and has good right to convey the same;
 - b. that the ASSIGNEE shall quietly enjoy the same premises;
 - c. that the premises are free from encumbrances;

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals the cate herein below set forth.

Landlord
Pickens County Airport Authority
Chairman

Attest
Pickens County Airport Authority
Airport Manager



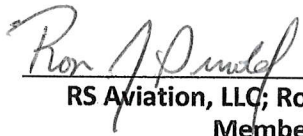
Don Boggus / Date

 5/3/21

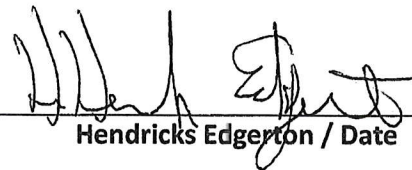
Randy Thomason / Date

ASSIGNOR

ASSIGNEE

 5/3/21

RS Aviation, LLC; Ron Arnold, Managing
Member / Date

 3 May 21

Hendricks Edgerton / Date