

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2007 - 51

A RESOLUTION BY THE CLAYTON COUNTY BOARD OF COMMISSIONERS CONSENTING TO AND AUTHORIZING ASSIGNMENT OF INTERESTS IN LEASES AT CLAYTON COUNTY AIRPORT, TARA FIELD BY TRADEWINDS PROPERTIES, LLC.; TO AUTHORIZE THE CHAIRMAN TO EXECUTE ANY DOCUMENTS NECESSARY AND OTHERWISE TO PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THE RESOLUTION; TO AUTHORIZE THE FINANCE DIRECTOR TO AMEND THE BUDGET WHERE NECESSARY TO REFLECT AN APPROPRIATE REVENUE SOURCE AND EXPENSE, ALL AS MAY BE REQUIRED; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Tradewinds Properties, LLC, holding lease(s) at Clayton County Airport, Tara Field dated January 21, 2004, desires to transfer interests to the aforementioned lease(s) into to Lovejoy Realty, LLC; and

WHEREAS, Tradewinds Properties has been unable to improve the property as anticipated under the above referenced land lease agreement; and

WHEREAS, Lovejoy Realty, LLC wishes to assume the above referenced lease and fulfill the lessee's obligations thereunder; and

WHEREAS, pursuant to the terms of said lease agreement, paragraph 23, thereof, the written consent of assignment must be received from lessor; and

WHEREAS, the Board of Commissioners deems it in the best interest of Clayton County, and the County will best be served by consenting to and authorizing the assignment of interests in the aforementioned leases as contemplated therein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS

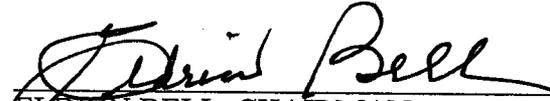
OF CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The Clayton County Board of Commissioners hereby consents and authorizes the assignment of properties currently under lease at Clayton County Airport, Tara Field by Tradewinds Properties, LLC. to Lovejoy Realty, LLC. The assignment of leases would include lease agreement(s) dated January 21, 2004. The Board of Commissioners hereby authorizes the Chairman to execute all documents necessary and to perform all other acts necessary to accomplish the intent of this Resolution. Further, the Board of Commissioners hereby authorizes the Director of Finance to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required.

Section 2. This Resolution shall be effective on the date of its approval by the Board of Commissioners.

SO RESOLVED, this the 20th day of March, 2007.

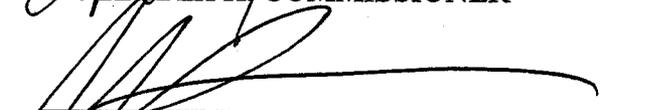
CLAYTON COUNTY BOARD OF COMMISSIONERS


ELDRIN BELL, CHAIRMAN


SONNA SINGLETON, VICE CHAIRWOMAN


VIRGINIA BURTON GRAY, COMMISSIONER


WOLE RALPH, COMMISSIONER


MICHAEL EDMONDSON, COMMISSIONER

ATTEST:


SHELBY D. HAYWOOD, CLERK

STATE OF GEORGIA

COUNTY OF CLAYTON

ASSIGNMENT OF LAND LEASE AGREEMENT

This Assignment of Land Lease Agreement dated the 21st day of January 2004, by and between CLAYTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (therein and herein referred to as "Lessor") and TRADEWINDS PROPERTIES, LLC, a Georgia Limited Liability Company (therein referred to as "Lessee" and herein as "Assignor").

WHEREAS, Lessee has been unable to improve the property as anticipated under the above referenced Land Lease Agreement;

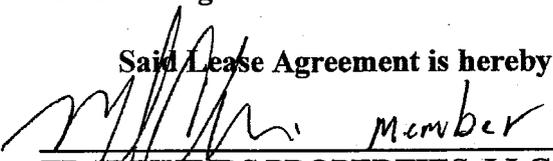
WHEREAS, LOVEJOY REALTY, INC., wishes to assume the above referenced Lease and fulfill the Lessee's obligations thereunder;

WHEREAS, pursuant to the terms of said Lease Agreement, paragraph 23 thereof, the written consent of assignment must be received from Lessor;

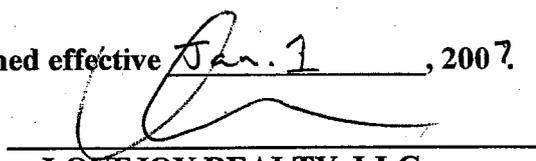
NOW THEREFORE, in consideration of the sum of one Dollar (\$1.00), receipt of which is hereby acknowledged, plus other good and valuable consideration, the undersigned, Tradewinds Properties, LLC does hereby sell, quitclaim, and assign all its interest in and to that certain Land Lease Agreement dated January 21, 2004 covering 26,649 square feet of unimproved land located and situated at the Clayton County-Tara Airport, said property being more fully shown on that plat of survey attached hereto as Exhibit "A".

Lovejoy Realty, Inc. does by execution hereof agree to the terms of said Land Lease Agreement and shall bound thereby as if the original Lessee therein. Said Lovejoy Realty, Inc. does hereby agree to indemnify and hold harmless Tradewinds Properties, LLC from any loss or liability resulting from any breach of the terms of the Lease Agreement.

Said Lease Agreement is hereby assigned effective Jan. 1, 2007.



TRADEWINDS PROPERTIES, LLC
Assignor



LOVEJOY REALTY, LLC.
Assignee

SAID TRANSFER AND ASSIGNMENT OF SAID LAND LEASE AGREEMENT
IS APPROVED THIS ___ day of _____ 200 .

CLAYTON COUNTY