

STATE OF GEORGIA

COUNTY OF PAULDING

AGREEMENT

WHEREAS, the Paulding County Airport Authority, hereinafter PCAA, is an authority created pursuant to the laws of the state of Georgia; and

WHEREAS, Silver Comet Terminal Partners, LLC, hereinafter Silver Comet, is a Delaware Limited Liability Company doing business in the state of Georgia; and

WHEREAS, Silver Comet has previously entered into a lease agreement with the Paulding County Industrial Building Authority to lease a portion of the terminal building located at the Paulding Northwest Atlanta Airport and owned by the PCAA; and

WHEREAS, both Silver Comet and the PCAA desire to have engineering services performed to expand the runway safety area expansion to 600 feet and to widen the parallel taxiway at the airport; and

WHEREAS, both Silver Comet and the PCAA will benefit from the engineering and have agreed to equally share the costs of said engineering services to be performed by the Michael Baker Group at a cost of \$240,000.00; and

WHEREAS, both Silver Comet and the PCAA understand that the PCAA may be reimbursed for a portion of the costs of said engineering services from the FAA; and

WHEREAS, the PCAA agrees that, in the event the FAA reimburses any portion of the expenses for said engineering services, it shall pay to Silver Comet one-half of any amounts reimbursed to it for said services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1.

The PCAA shall contract with the Michael Baker Group at a cost not to exceed

\$240,000.00 for engineering services to be conducted at the Paulding Northwest Atlanta Airport for the expansion of the runway safety area expansion to 600 feet and for the widening of the parallel taxiway.

2.

Silver Comet shall be privy to and have access to any work performed by the Michael Baker Group for the projects identified in Paragraph 1 above.

3.

Silver Comet shall be responsible for one-half of the costs billed to the PCAA by the Michael Baker Group and shall pay any amounts due within thirty (30) days from receipt of an invoice which will be deemed to have been received when it is placed in the United States first class mail with appropriate postage and addressed to Silver Comet at 730 Airport Parkway Dallas, Georgia 30157.

4.

The PCAA shall apply to the FAA for reimbursement for a portion of the costs of the engineering services described in Paragraph 1. In the event the PCAA receives any reimbursement from the FAA, it shall promptly pay one-half of said reimbursement to Silver Comet.

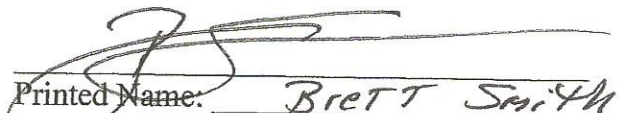
This 17th day of April, 2013.

Paulding County Airport Authority

Silver Comet Terminal Partners, LLC




Calvin Thompson, Chairman



Printed Name: Brett Smith
Title: Managing Partner

ATTEST:



Blake Swafford, Secretary