

FIRST AMENDMENT TO RENTAL AGREEMENT

THIS FIRST AMENDMENT TO RENTAL AGREEMENT (this “*First Amendment*”) is made and entered into as of the _____ day of _____, 2021, by and between **POP 3 RAVINIA, LLC**, a Delaware limited liability company (“*Landlord*”), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“*Tenant*”).

W I T N E S S E T H:

WHEREAS, Tenant, as tenant, and SPUS6 Three Ravinia, LP, as landlord (“*Original Landlord*”), entered into that certain Rental Agreement dated June 16, 2016 (the “*Rental Agreement*”), pursuant to which Tenant leases certain space containing approximately 440 rentable square feet commonly known as Suite 3300 (the “*Premises*”) in the building known as “Three Ravinia” located at Three Ravinia Drive, Atlanta, Georgia 30346 (the “*Building*”);

WHEREAS, the term of the Rental Agreement is currently scheduled to expire on August 31, 2021;

WHEREAS, Landlord is the successor-in-interest to Original Landlord, and is now the landlord under the Rental Agreement; and

WHEREAS, Landlord and Tenant desire to enter into this First Amendment for the purpose of evidencing their mutual understanding and agreement regarding the extension of the term of the Rental Agreement and certain other matters relating thereto as set forth herein below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Rental Agreement as follows:

1. **Defined Terms.** All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Rental Agreement unless set forth herein to the contrary.

2. **Extension of Term.** Effective immediately, the term of the Rental Agreement is hereby extended for a term of twelve (12) consecutive months, commencing on September 1, 2021 and expiring on August 31, 2022 (the “*First Extension Term*”). The term of the Rental Agreement shall terminate absolutely and without further obligation on the part of Tenant on December 31, 2021 and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of the Rental Agreement. The term of the Rental Agreement, as extended herein, may be automatically renewed on an annual basis for four (4) consecutive one (1) year renewal terms (each an “*Extension Term*”) collectively extending the total lifetime of the Rental Agreement for five (5) years. Tenant shall remain subject to all the terms and conditions of the Rental Agreement, as amended by this First Amendment, during the First Extension Term and any subsequent Extension Terms.

3. **“As Is” Condition of Premises.** Tenant agrees that Tenant will accept possession of the Premises during the remainder of the term of the Rental Agreement, as extended herein, in an “*as is, where is*” condition, and that no representations, warranties, or inducements with respect to any condition of the Premises have been made by Landlord, or its designated representatives, to Tenant, or its designated representatives. In furtherance of the foregoing, Tenant hereby acknowledges that no promises to decorate, alter or improve the Premises either before or after the execution of this First Amendment have been made to Tenant, or its designated representatives, by Landlord, or its designated representatives.

4. **Base Rent.** Tenant agrees to pay Landlord, for the First Extension Term, promptly on the first day of each month, in advance, during the term thereof, without any demand therefore and without any deduction or setoff whatsoever, a base monthly rental of **Two Thousand Three Hundred Eighteen and 54/100 Dollars (\$2,318.54)** (billed monthly). The total annual base rent amount for the First Extension Term would be Twenty-Seven Thousand Eight Hundred Twenty-Two and 48/100 Dollars (\$27,822.48).

- If the Rental Agreement is renewed, the monthly base rent for the second Extension Term shall be **Two Thousand Three Hundred Thirty-Eight and 10/100 Dollars (\$2,338.10)** (billed monthly). The total annual base rent amount for the second Extension Term would be **Twenty-Eight Thousand Fifty-Seven and 20/100 Dollars (\$28,057.20)**.
- If the Rental Agreement is renewed, the monthly base rent for the third Extension Term shall be **Two Thousand Four Hundred Fifty-Nine and 74/100 Dollars (\$2,459.74)** (billed monthly). The total annual base rent amount for the third Extension Term would be **Twenty-Nine Thousand Five Hundred Sixteen and 88/100 Dollars (\$29,516.88)**.
- If the Rental Agreement is renewed, the monthly base rent for the fourth Extension Term shall be **Two Thousand Five Hundred Thirty-Three and 53/100 Dollars (\$2,533.53)** (billed monthly). The total annual base rent amount for the fourth Extension Term would be **Thirty Thousand Four Hundred Two and 36/100 Dollars (\$30,402.36)**.
- If the Rental Agreement is renewed, the monthly base rent for the fifth Extension Term shall be **Two Thousand Six Hundred Nine and 54/100 Dollars (\$2,609.54)** (billed monthly). The total annual base rent amount for the fifth Extension Term would be **Thirty-One Thousand Three Hundred Fourteen and 48/100 Dollars (\$31,314.48)**.

Except as expressly set forth herein to the contrary, in all other respects base rent and all other sums of money stipulated in the Rental Agreement shall be due and payable by Tenant as provided for and in accordance with the terms of the Rental Agreement, as amended hereby.

5. **Option to Cancel.** Either party has the option of canceling the Rental Agreement, as amended hereby, at any time after the First Extension Term by giving the other party ninety (90) days’ notice of its election to so cancel. The cancelation shall be effective ninety (90) days after such notice is given unless a later date is specified in the notice.

6. **Non-Binding Effect on Future Governing Authorities, Etc.** Nothing in the Rental Agreement, as amended hereby, shall be construed as binding on any future governing authorities of DeKalb County to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Paragraph 1 of the Constitution of Georgia of 1983.

7. **Removal of Improvements, Erections, and Additions by Tenant.** Notwithstanding anything to the contrary contained in the Rental Agreement, Tenant shall repair any damage to the Premises and/or the roof of the building in which the Premises is located directly resulting from Tenant's removal of any of Tenant's improvements, erections and/or additions installed thereto or placed thereon.

8. **Surrender of Premises.** Notwithstanding anything to the contrary contained in the Rental Agreement, if Tenant fails to remove its trade fixtures or other property at the expiration or earlier termination of the Rental Agreement and Landlord removes such trade fixtures and/or property as provided in the Rental Agreement, as amended hereby, any repair costs which Landlord incurs due to said removal shall be at Tenant's expense.

9. **Landlord's Notice Address.** Landlord's notice address set forth in Section 4 of Exhibit A to the Rental Agreement is hereby deleted in its entirety and replaced with the following:

“POP 3 Ravinia, LLC
c/o Cushman and Wakefield US
Three Ravinia Drive, Suite 1930
Atlanta, Georgia 30346
Attn: Real Estate Manager”

10. **Brokerage Commissions.** Tenant represents and warrants that it has not retained or consulted with a broker, agent or commission salesperson with respect to the negotiation of this First Amendment, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any broker, agent or commission salesperson acting for or on behalf of Tenant. Tenant agrees to indemnify and hold Landlord harmless from all loss, cost and damage suffered or incurred by Landlord as the result of any breach by Tenant of the representation and warranty contained in this Section 10.

11. **Miscellaneous.** This First Amendment shall become effective only upon its full execution and delivery by Landlord and Tenant. This First Amendment contains the parties' entire agreement regarding the specific subject matter covered by it and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. The person executing this First Amendment on behalf of Tenant does hereby covenant and warrant Tenant has full right and authority to enter into this First Amendment, and that the person signing on behalf of Tenant is authorized to do so. Effective immediately, except as expressly set forth in this First Amendment, any and all renewal or expansion rights or options previously granted to Tenant pursuant to the Rental Agreement are of no further force of effect. Except as expressly modified by this First Amendment, the terms and provisions of the Rental Agreement shall remain in full force and effect, and the Rental Agreement shall be binding upon and shall inure to the benefit of Landlord and Tenant, their successors and

permitted assigns. Electronic signatures to this First Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO FIRST AMENDMENT]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth below each party's signature hereto, respectively, but with the intent to be bound hereby as of the date first set forth above.

LANDLORD:

POP 3 RAVINIA, LLC,
a Delaware limited liability company

By: Preferred Office Properties, LLC,
a Maryland limited liability company,
its Manager

By: Preferred Apartment Communities Operating
Partnership, L.P., a Delaware limited partnership,
its Sole Member

By: Preferred Apartment Communities Inc.,
a Maryland corporation,
its General partner

By: _____
Name: _____
Title: _____

[SEAL]

Date: _____, 2021

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

DEKALB COUNTY, GEORGIA

a political subdivision of the State of Georgia

By: _____ Dir. [SEAL]

Name: _____

Title: _____

Date: _____, 2021

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)