

FOURTH AMENDMENT TO CONTRACT NO. 1197126

THIS FOURTH AMENDMENT TO CONTRACT NO. 1197126 (this “**Amendment**”) is made and entered into as of the latest date set forth beneath the parties’ signatures below (the “**Amendment Date**”) by and between **BREIT STONE MOUNTAIN OWNER LLC**, a Delaware limited liability company (“**Landlord**”) and **DEKALB COUNTY, GEORGIA**, a political subdivision of the state of Georgia (“**Tenant**”).

WITNESSETH:

A. Landlord and Tenant are parties to that certain Contract No. 12-902427 dated May 8, 2012 (the “**Original Lease**”), as amended by Amendment No. 1 to Contract No. 12-902427 dated May 22, 2014 (the “**First Amendment**”), as amended by Amendment No. 2 to Contract No. 1197126 (formerly Contract No. 12-902427) dated January 4, 2022 (the “**Second Amendment**”), as amended by Amendment No. 3 to Contract No. 1197126 dated July 11, 2023 (the “**Third Amendment**”) (the Original Lease, as amended by the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to herein as the “**Lease**”).

B. The Lease provides for the lease of approximately 16,400 rentable square foot space as described in the Original Lease (the “**Premises**”) in the building located at 2156 Flintstone Drive, Tucker, Georgia (the “**Building**”).

C. The current Term of the Lease is scheduled to expire on December 31, 2023 and Tenant desires to exercise the 3rd of 9 options to renew or extend the Term pursuant to Suite IV of the Lease.

D. Upon and subject to the terms of this Amendment, Landlord and Tenant wish to amend the Lease to extend the Term for an additional 12 full calendar months, commencing on January 1, 2024 and expiring on December 31, 2024, and make such other changes as set forth herein.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, the sufficiency of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Amendment shall have the same meanings as in the Lease, except if otherwise defined herein. As amended by this Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.

3. Extension of Term. The Term of the Lease is hereby extended for an additional 12 full calendar months, commencing on January 1, 2024 and expiring at 6:00 P.M. Stone Mountain, Georgia time on December 31, 2024.

4. Condition of the Premises. Tenant accepts the Premises, Building, improvements and any equipment on or in the Premises in their existing condition. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of the Premises. In no event shall the Landlord be liable for any defect in such Premises or for any limitation on its use. Tenant acknowledges that all construction obligations and allowances and other amounts required to be paid from Landlord to Tenant under the Lease have been performed and paid in full.

5. Annual Fixed Rental. From the Amendment Date until December 31, 2023, Tenant shall continue paying to Landlord all rent and operating expenses due in accordance with Section 5 of the Third Amendment, plus applicable taxes thereon, as and when due under the Lease. Effective as of January 1, 2024, Tenant shall pay to Landlord \$67,616.99 for the rent and use of the Premises plus \$17,592.28 for operating expenses at the Premises, for a total annual payment of \$85,209.27 for the period beginning on January 1, 2024 and ending on December 31, 2024, as and when due under the Lease.

6. Landlord's Notice Address. Landlord's Notice Address is hereby amended to be the following:

BREIT STONE MOUNTAIN OWNER LLC
c/o Link Logistics Real Estate Management LLC
277 Park Avenue, 46th Floor
New York, New York 10172
Attention: General Counsel

and

BREIT STONE MOUNTAIN OWNER LLC
c/o Link Logistics Real Estate Management LLC
602 West Office Center Drive, Suite 200
Fort Washington, PA 19034
Attn: Lease Administration
Email: leaseadministration@linklogistics.com

7. Brokers. Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Amendment, except Ackerman & Co. ("**Landlord's Broker**"). Landlord's Broker shall be paid any commissions by Landlord pursuant to the terms of separate written commission agreement between Landlord and Landlord's Broker. Landlord and Tenant shall indemnify, defend, and save the other harmless from and against any claims for fees or commissions from anyone other than the Landlord's Broker with whom it has dealt concerning the Premises or this Amendment including attorneys' fees incurred in the defense of any such claim.

8. Other Tenant Rights. Landlord and Tenant acknowledge and agree that, as of the Amendment Date, except as expressly provided herein, any termination or cancellation right or option, space reduction right or option, renewal or extension right or option, expansion option,

right of first office or right of first refusal to lease any space, or other similar rights heretofore granted to Tenant pursuant to the Lease shall be terminated, expired and deemed null and void.

9. Counterparts. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single Amendment. The parties hereto consent and agree that this Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (i) to the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (ii) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

10. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. Tenant agrees that it and its partners, officers, directors, employees, agents, consultants, accountants, real estate brokers and sales persons and attorneys shall not disclose the terms of the Lease, this Amendment or any future amendments, without Landlord's prior written consent, except to any bankers or attorneys or other professional advisors of Tenant, any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce the Lease. Tenant hereby acknowledges and affirms that, as of the Amendment Date hereof, the Lease is in full force and effect and, to the best of Tenant's knowledge, there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. The parties ratify and confirm the terms of the Lease as modified by this Amendment and the Lease is incorporated herein by reference as if fully set forth herein. The Lease, as amended, contains the entire agreement between Landlord and Tenant as to the Premises, and there are no other agreements, oral or written, between Landlord and Tenant relating to the Premises. All prior understandings and agreements between the parties concerning these matters are merged into this Amendment, which alone fully and completely expresses their understanding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and caused their seals to be affixed hereupon by their authorized representatives.

**BREIT STONE MOUNTAIN OWNER
LLC, a Delaware limited liability company**

By: _____

Printed name

Date: _____

ATTEST:

By: _____

Printed name

Date: _____

DEKALB COUNTY, State of Georgia

By: _____ by Dir. (SEAL)

Name: Michael L. Thurmond

Title: Chief Executive Officer

DeKalb County, Georgia

Date: _____

ATTEST:

By: _____

Name: Barbara Sanders, CCC

Title: Clerk to the Chief Executive Officer and
the Board of Commissioners of DeKalb
County, Georgia

Date: _____

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

Supervising County Attorney (Signature)

Supervising County Attorney (Print)