

AMENDMENT NO. 3
TO
CONTRACT NO. 10-902062

THIS THIRD AMENDMENT TO LEASE (this "**Amendment**") is made as of this _____ day of _____, 2025 (the "**Effective Date**"), by and between SOUTH DEKALB REALTY LLC, GALLERY AT DEKALB CH LLC, GALLERY AT DEKALB NASSIM LLC (successors to IVL GROUP, LLC; successors-in-interest to THOR GALLERY AT SOUTH DEKALB, LLC), each a Georgia limited liability company, (**collectively, "Landlord"**), and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County" or "Lessee" or "Tenant").

WITNESSETH:

WHEREAS, by virtue of that certain Rental Agreement (DeKalb County No. 10-902062) dated August 24, 2010, as amended by that First Amendment to Rental Agreement (the "First Amendment") dated as of August 25, 2015 (hereinafter referred to collectively as the "Agreement" or "Lease"), as amended by that Second Amendment to Rental Agreement (the "Second Amendment") dated as of November 12, 2020), Thor Gallery of South DeKalb, LLC ("Original Landlord") leased to Tenant certain office space designated as Space No. 66 containing approximately 2,727 square feet (hereinafter referred to as the "Premises") in the Shopping Center known as The Gallery at South DeKalb, 2801 Candler Road, Suite 66, Decatur, Georgia 30034; and

WHEREAS, Landlord is the successor in interest to the Original Landlord; and

WHEREAS, the County and Landlord desire to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. **Recitals and Definitions.** All capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Rental Agreement. The defined term "Rental Agreement" as defined above shall include the First Amendment, Second Amendment, and this Amendment. The parties acknowledge that the Recitals set forth above are true and correct and are incorporated into this Amendment in their entirety by reference.

2. The Rental Agreement is hereby amended by deleting Section II in its entirety and inserting therein the following:

Term and Termination.

- (a) This Agreement, upon complete execution by all parties, is for an initial term not to exceed twelve (12) months, commencing on the 1st day of September, 2025 and ending at 12:00 o'clock midnight on the 31st day of August, 2026, unless terminated beforehand as hereinafter provided. If this Agreement is terminated pursuant to this section, Landlord will be limited to receiving only the prorated rental payments due up to and including the effective date of termination, as determined by the County.
- (b) Notwithstanding the above, as required by O.C.G.A § 36-60-13, this Agreement shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on August 31, 2026, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Landlord in accordance with the terms of this Agreement.

3. The Rental Agreement is hereby amended by deleting Section III in its entirety and inserting therein the following:

Rental Payments.

- (a) The County agrees to pay Landlord, at Landlord's address stated herein, or at such address as may be designated in writing from time-to-time by Landlord, a total rental sum not to exceed Six Hundred Twenty-Nine Thousand, Six Hundred Sixty-Nine Hundred and 17/100 (\$629,669.17). If this Agreement is terminated pursuant to the provisions hereof, Landlord will be limited to receiving only the prorated rental payments due up to and including the effective date of the termination, as determined by the County.
- (b) All payments shall be made prior to the first day of each month to: South Dekalb Realty LLC c/o Namdar Realty Group, P.O. Box 25078 Tampa, FL 33622.

The total monetary obligation for use of the Subject Property for the initial term and each succeeding renewal term shall not exceed the following amounts:

Initial Term:

September 1, 2010-August 31, 2011: \$2,620.00 per month (\$31,440.00 per year)

First renewal:

September 1, 2011-August 31, 2012: \$2,672.00 per month (\$32,064.00 per year)

Second renewal:

September 1, 2012-August 31, 2013: \$2,726.00 per month (\$32,712.00 per year)

Third renewal:

September 1, 2013-August 31, 2014: 2,780.00 per month (\$33,360.00 per year)

Fourth renewal:

September 1, 2014-August 31, 2015: \$2,836.00 per month (\$34,032.00 per year)

Fifth renewal:

September 1, 2015-August 31, 2016: \$3,000.00 per month (\$36,000.00 per year)

Sixth renewal:

September 1, 2016-August 31, 2017: \$3,090.00 per month (\$37,080.00 per year)

Seventh renewal:

September 1, 2017-August 31, 2018: \$3,182.70 per month (\$38,192.40 per year)

Eighth renewal:

September 1, 2018-August 31, 2019: \$3,278.18 per month (\$39,338.16 per year)

Ninth renewal:

September 1, 2019-August 31, 2020: \$3,376.53 per month (\$40,518.36 per year)

Tenth renewal:

September 1, 2020-August 31, 2021: \$3,715.54 per month (\$44,586.45 per year)

Eleventh renewal:

September 1, 2021-August 31, 2022: \$3,715.54 per month (\$44,586.45 per year).

Twelfth renewal:

September 1, 2022-August 31, 2023: \$3,715.54 per month (\$44,586.45 per year)

Thirteenth renewal:

September 1, 2023-August 31, 2024: \$3,715.54 per month (\$44,586.45 per year)

Fourteenth renewal:

September 1, 2024-August 31, 2025: \$3,715.54 per month (\$44,586.45 per year)

Fifteenth renewal:

September 1, 2025-August 31, 2026: \$4,333.33 per month (\$52,000.00 per year)

4. **Utilities.** Tenant reaffirms its duty to pay any additional amounts due pursuant to the Rental Agreement including without limitation, water, electricity, and trash.

5. Exhibit "A" of the Rental Agreement is hereby amended by deleting the Paragraph 4 in its entirety and inserting therein the following:

Service of Notice.

All notices, statements, demands, requests, consents, approvals, or authorizations, hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

To Landlord: SOUTH DEKALB REALTY LLC
c/o Namdar Realty Group
150 Great Neck Road, Suite 304
Great Neck, New York 11021
Attn: Legal

6. **As-Is.** Tenant hereby acknowledges that: (a) Tenant accepts the Premises and the Shopping Center as suitable for the purposes for which the same are leased; (b) the renewal of the Lease is on an "As-Is" basis and Landlord has made no representations or warranties concerning the Premises or the Shopping Center; (c) Landlord is not obligated to perform any tenant improvements or provide any allowance for same; and (d) Landlord has fully complied with Landlord's obligations contained in the Lease.

7. **Tenant Representations.** Tenant represents and warrants to Landlord that, as of the date hereof: (a) the Rental Agreement is in full force and effect and has not been modified except pursuant to this Amendment; (b) there are no defaults by Tenant existing under the Rental Agreement and there exists no condition or state of facts which, if continuing with the passage of time, would result in a default under the Rental Agreement; (c) there exists no valid abatements, causes of action, counterclaims, cross-claims, disputes, defenses, offsets, credits, deductions or claims against the enforcement of any of the terms and conditions of the Rental Agreement; (d) this Amendment has been duly authorized, executed, and delivered by Tenant and constitutes the legal, valid, and binding obligation of Tenant; (e) Landlord has paid all amounts and performed all work required to be paid or performed by Landlord under the Rental Agreement; and (f) Landlord is not in default of any of its obligations or covenants under the Rental Agreement.

8. **Brokers.** Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Amendment and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Amendment.

9. **Payments by Tenant.** Tenant shall pay all rentals and other charges and render all statements prescribed in the Lease to Landlord at the following addresses as

set forth below, or to such other person, at such other place and in such manner as shall be designated by Landlord: (i) For Delivery by Mail: SOUTH DEKALB REALTY LLC, 150 Great Neck Road, Suite 304, Great Neck, NY 11021.

10. **Signage.** It is agreed by the parties that Tenant shall have the right, at its sole cost and expense, to install an exterior building sign, subject to prior approval by Landlord, which approval Landlord may withhold in its sole discretion, at a location designated by Landlord, and subject to compliance with the Rental Agreement, including without limitation Landlord's sign criteria and applicable code and ordinances. Tenant shall be responsible for maintaining its exterior building sign in good condition and repair at its sole cost and shall remove the exterior building sign at the expiration or earlier termination of the Term, repairing any damage resulting from said removal.

11. **No Oral Modification.** This Amendment may not be modified, amended or terminated, nor may any of its provisions be waived, except by an agreement in writing signed by the party against whom enforcement of any modification, amendment, termination or waiver is sought.

12. **Successors and Assigns.** The covenants, agreements, terms, provisions and conditions contained in this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. **Ratification of Rental Agreement.** Except as modified and amended by this Amendment, all of the terms, covenants and conditions of the Rental Agreement are hereby ratified and confirmed and shall continue to be and remain in full force and effect. By execution hereof, Tenant acknowledges and agrees that time is of the essence. Landlord does and shall require strict compliance with all terms and conditions of the Rental Agreement. This Amendment shall be construed according to the laws of the State of Georgia.

14. **Complete Agreement.** This Amendment together with the Rental Agreement sets forth the entire agreement between the parties, superseding all prior agreements and understandings, written or oral.

15. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

16. **Authority.** The parties hereto represent and warrant that they have the authority and all requisite approvals to enter into this Amendment.

17. **Effect of Submission.** Submission of this instrument for examination and signature by Tenant does not constitute an offer to lease or a reservation of or option for lease, and this instrument is not effective as a lease amendment or otherwise until executed and

delivered by both Landlord and Tenant.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Amendment, as of the day and year first above written.

DEKALB COUNTY, GEORGIA

LANDLORD:

**SOUTH DEKALB REALTY LLC,
GALLERY AT DEKALB CH LLC,
GALLERY AT DEKALB NASSIM LLC,**
all Georgia limited liability companies

By: SOUTH DEKALB REALTY, LLC
Title: Authorized Agent

By: _____
Name: _____
Title: Authorized Signatory

NOTARY:

Signed, sealed and delivered in the presence
of:

_____(Seal)
Notary Public

My Commission Expires:

WITNESS:

By: _____
Signature

Name (Typed or Printed)

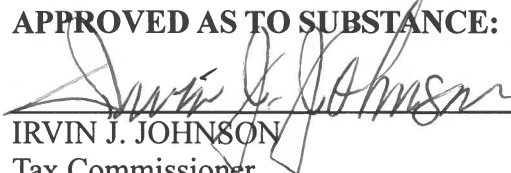
by Dir. (SEAL)
LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer and
Board of Commissioners of DeKalb County,
Georgia

APPROVED AS TO SUBSTANCE:



IRVIN J. JOHNSON
Tax Commissioner,
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name