

August 24, 2020

STATE OF GEORGIA
COUNTY OF DEKALB

**AMENDMENT NO. 2
TO
CONTRACT NO. 10-902062**

THIS AMENDMENT is made and entered into this ____ day of _____, 2020, by and between Thor Gallery of South DeKalb, LLC, a Delaware limited liability company, (hereinafter referred to as “Lessor” or “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 (hereinafter referred to as the “Agreement” or “Lease”), Landlord leased to Tenant certain office space designated as Space No. 661 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, County and Landlord have previously entered into the Lease dated August 24, 2010, which was amended on August 25, 2015; 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:

I. The Agreement is hereby amended as follows:

A. SECTION II.

DELETE SECTION II IN ITS ENTIRETY.

REPLACE SECTION II WITH THE FOLLOWING IN ITS ENTIRETY:

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The Rental Agreement, up on complete execution by all parties, is for an initial term not to exceed twelve (12) months, commencing on the 1st day of the September, 2020 and ending at 12:00 o'clock midnight on the 31st day of August 31, 2025, unless terminated beforehand as hereinafter provided. As required by O.C.G.A §36-60-13, this Contract 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 December 31, 2025, 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.

B. SECTION III.

DELETE SECTION III, SUBPARAGRAPH A IN ITS ENTIRETY.

REPLACE SECTION III, SUBPARAGRAPH A WITH THE FOLLOWING IN ITS ENTIRETY:

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 Five Hundred Seventy-Seven Thousand, Six Hundred Sixty-Nine Hundred and 17/100 (\$577,669.17). If the Rental Agreement is terminated pursuant to the provisions of this Agreement, Landlord will limited to receiving only the prorated rental payments due up to and including the effective date of the termination, as determined by the County.

- a. The total monetary obligation for use of the Subject Property for each succeeding renewal terms shall not exceed the following amounts:

For the tenth renewal year, the County shall pay to the Contractor an amount not to exceed \$44,586.45 payable in equal monthly installments of \$3,715.54 per month.

For the eleventh renewal year, the County shall pay to the Contractor an amount not to exceed \$44,586.45 payable in equal monthly installments of \$3,715.54 per month.

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For the thirteenth renewal year, the County shall pay to the Contractor an amount not to exceed \$44,586.45 payable in equal monthly installments of \$3,715.54 per month.

For the fourteenth renewal year, the County shall pay to the Contractor an amount not to exceed \$44,586.45 payable in equal monthly installments of \$3,715.54 per month.

For the fifteenth renewal year, the County shall pay to the Contractor an amount not to exceed \$44,586.45 payable in equal monthly installments of \$3,715.54 per month.

- II. NO ADDITIONAL MODIFICATION.** Except as expressly modified and amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed, signed, and delivered this Amendment in triplicate the day, month, and year first above written; each of the said parties keeping one of the copies hereof.

THOR GALLERY OF SOUTH DEKALB, LLC

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

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)

MICHAEL L. THURMOND
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:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)