

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (hereinafter referred to as "Second Amendment") is entered into as of the date of the last signature hereto (such date being hereinafter referred to as the "Second Amendment Date") by and between **WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, for the Benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender** (hereinafter referred to as "Landlord"), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant", and together with Landlord, "Parties").

### WITNESSETH:

WHEREAS, Tenant and ACP Peachtree Center LLC, a Delaware limited liability company (hereinafter referred to as "ACP"), entered into that certain Lease Agreement, dated as of January 6, 2015 (hereinafter referred to as the "Original Lease"), as amended by that certain First Amendment to Lease Agreement by and between Tenant and Landlord, as successor-in-interest to ACP (hereinafter referred to as the "First Amendment", and the Original Lease, as amended by the First Amendment, is hereinafter referred to as the "Lease"), pursuant to which Tenant leases certain premises known as Suites 1100, 1200, and 1400 on the eleventh (11<sup>th</sup>), twelfth (12<sup>th</sup>), and fourteenth (14<sup>th</sup>) floors of the building presently known as "235 Peachtree", located at 235 Peachtree Street, NE, Atlanta, Georgia 30303 (hereinafter referred to as the "Premises"), which Premises are more particularly described in the Lease.

WHEREAS, Landlord and Tenant desire to amend the Lease to extend further the Lease Term and to provide for certain other related matters, as are more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the Premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings as given such terms in the Lease, except, however, that capitalized terms used in this Second Amendment that are defined in Exhibit B-2, attached hereto and incorporated herein by this reference, shall have the meanings given such terms in said Exhibit B-2.

2. Terms of the Lease. The lease of the Premises shall be pursuant to all of the terms and conditions of the Lease as in effect from time to time; provided, however, that Landlord and Tenant hereby agree that the Lease shall be amended as follows:

a. Landlord's Addresses for Notices and the Payment of Rent. Landlord's addresses for notices and the payment of Rent shall be amended as provided in Exhibit A-2 attached hereto and incorporated herein by this reference.

b. Section 3. Lease Term. Subject to the terms and conditions herein and pursuant to O.C.G.A. § 36-60-13, Tenant shall have and hold the Premises described herein for a second extended term commencing as of Second Amendment Date (the "Second Extension Term Commencement Date"), and ending at 11:59 p.m. on December 31, 2025 (the "Second Extended Term"). Pursuant to O.C.G.A. §36-60-13, after the expiration of the Second Extended Term, the Lease Term shall automatically renew, without the necessity of any notice or other action from either Landlord or Tenant, for eight (8) consecutive twelve (12) calendar month terms (with each twelve month term an "Extension Term") on the terms set forth in this Second Amendment, but each of such Extension

Term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners for that 12 month period. If such funds are not available and appropriated for any Extension Term, Tenant shall have the right to terminate the Lease as provided in Tenant's Cancellation Option set forth in Paragraph 5 below. In no event shall the Lease Term continue beyond December 31, 2033, unless extended by mutual written agreement of Landlord and Tenant.

c. Section 5. Rent. Commencing on the Second Extension Term Commencement Date, Base Rent for the Premises shall be payable to Landlord pursuant to Section 5 of the Lease in the amounts and to the payment address set forth in the Basic Lease Provisions attached as Exhibit A-2 hereto and incorporated herein by this reference, or at such other place Landlord designates from time to time, without notice, demand, deduction or setoff.

d. Exhibit C. Operating Expenses. Effective as of the Second Extension Term Commencement Date, Tenant, in addition to Base Rent, shall pay to Landlord as Additional Rent an amount equal to the sum of (1) Tenant's Proportionate Share, on a per square foot basis, of the amount by which the Operating Expenses exceed the Operating Expenses component of the Common Area Expense Stop, and (2) Tenant's Proportionate Share, on a per square foot basis, of the amount by which the Taxes exceed the Taxes component of the Common Area Expense Stop. Operating Expenses shall continue to be grossed up to 95% as provided in Exhibit C to the Original Lease.

3. Condition of the Premises. Tenant accepts the Premises in its "AS IS WHERE IS" condition, "WITH ALL FAULTS," and without any warranties and representations whatsoever (express or implied) and Landlord shall have no obligation to perform any work with respect to the Premises, or to provide any allowances with respect thereto, except as otherwise set forth in Exhibit B-2, attached hereto and incorporated herein by reference. Notwithstanding the foregoing to the contrary and provided Tenant is not then in default beyond any applicable notice and cure periods under the Lease, as amended by this Second Amendment, Tenant may elect to cause Landlord to complete the Tenant Improvements to the Premises subject to and in accordance with the provisions of Exhibit B-2 to this Second Amendment by delivering written notice of such election on or before December 31, 2025 (the "Tenant Improvement Notice"). Upon receipt of the Tenant Improvement Notice, Landlord shall have the unfettered right to commence construction. If Tenant does not timely and properly deliver the Tenant Improvement Notice to Landlord on or before December 31, 2025, Landlord's obligations under Exhibit B-2 hereto shall be null and void and of no force or effect whatsoever, Exhibit B-2 shall be null and void and deleted in its entirety, and Tenant shall have no rights in or to the Construction Allowance, all of which shall be the property of Landlord.

4. Deleted Provisions. Effective as of the Second Amendment Date, the following provisions of the Lease shall be deleted in their entirety:

- a. Section 3 of the First Amendment ("Condition of the Premises");
- b. Section 5 of the First Amendment ("Cancellation Option");
- c. Section 29(a) of the Lease shall be amended and restated as written herein;
- d. Exhibit A-1 to the First Amendment ("Basic Lease Provisions"); and
- e. Exhibit B-1 to the First Amendment ("Tenant Work Agreement").

5. Cancellation Option. Pursuant to O.C.G.A. §36-60-13, Tenant shall have the right and option to terminate the Lease, as amended by this Second Amendment (the "Cancellation Option"), as of the last day, December 31, of the then-current calendar year (for purposes of this Cancellation Option, such date shall

be referred to herein as a “Cancellation Effective Date”). In order to exercise this Cancellation Option, Tenant shall deliver to Landlord on or before October 1 of the then-current calendar year (a “Cancellation Notice Deadline”) (i) a written notice of cancellation (a “Cancellation Notice”) from an authorized officer or official of Tenant, and (ii) the applicable Cancellation Fee in good and readily available U.S. funds. If Tenant has not timely delivered its Cancellation Notice, together with the applicable Cancellation Fee, to Landlord before the applicable Cancellation Effective Date then in effect, the Cancellation Option in the then-current calendar year shall terminate and be of no further force or effect, Tenant shall have no right or option to terminate the Lease pursuant to this Cancellation Option in such then-current calendar year, and the Lease shall automatically renew and continue in force and effect for the ensuing calendar year. As a condition to any cancellation of the Lease by Tenant pursuant to the provisions of this Cancellation Option, Tenant must pay to Landlord a one-time lump sum cancellation fee (the “Cancellation Fee”), as Additional Rent under the Lease, in an amount equal to the applicable amount set forth in the following schedule:

- a. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2025, Tenant shall pay Landlord a one-time lump sum payment of THREE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-TWO AND 53/100 DOLLARS (\$367,382.53) as Additional Rent.
- b. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2026, Tenant shall pay Landlord a one-time lump sum payment of THREE HUNDRED THIRTY THOUSAND FOUR HUNDRED EIGHTY-SIX AND 63/100 DOLLARS (\$330,486.63) as Additional Rent.
- c. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2027, Tenant shall pay Landlord a one-time lump sum payment of TWO HUNDRED NINETY-ONE THOUSAND THREE HUNDRED FIFTEEN AND 07/100 DOLLARS (\$291,315.07) as Additional Rent.
- d. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2028, Tenant shall pay Landlord a one-time lump sum payment of TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 49/100 DOLLARS (\$249,727.49) as Additional Rent.
- e. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2029, Tenant shall pay Landlord a one-time lump sum payment of TWO HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 88/100 DOLLARS (\$205,574.88) as Additional Rent.
- f. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2030, Tenant shall pay Landlord a one-time lump sum payment of ONE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED NINETY-NINE AND 03/100 DOLLARS (\$158,699.03) as Additional Rent.
- g. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2031, Tenant shall pay Landlord a one-time lump sum payment of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED THIRTY-ONE AND 98/100 DOLLARS (\$108,931.98) as Additional Rent.
- h. If Tenant terminates the Lease, as amended by this Second Amendment, effective as of the expiration of calendar year 2032, Tenant shall pay Landlord a one-time lump sum payment of FIFTY-SIX THOUSAND NINETY-FIVE AND 41/100 DOLLARS (\$56,095.41) as Additional Rent.

6. Parking. Section 29(a) of the Lease shall be amended and restated in its entirety as follows:

(a) Tenant expressly acknowledges and agrees that nothing contained in this Lease shall authorize or permit Tenant or any of its agents, employees or invitees to use the Parking Facility at the Project. Tenant shall have the right to a maximum of seventy-five (75) parking spaces in any of the following: "North Tower Garage", "South Tower Garage", and/or "Harris Tower Garage" Parking Facilities serving the Project to be determined by Landlord in accordance with Section 29 of the Lease for the remainder of the Second Extended Term and Extension Terms. Tenant shall provide Landlord with the number of parking spaces Tenant shall require during the Lease Term. In addition, and notwithstanding anything in the Lease to the contrary, Landlord shall cause the Parking Operator to convert ten (10) of the seventy-five (75) unreserved parking spaces to reserved parking spaces in any of the following: "North Tower Garage", "South Tower Garage", or "Harris Tower Garage" Parking Facilities serving the Project to be determined by Landlord in accordance with Section 29 of the Lease. Tenant shall pay the current market rates for all unreserved parking spaces, up to the maximum of sixty-five (65) spaces, but Landlord agrees that the ten (10) reserved parking spaces shall be free of charge during the Second Extended Term and the eight (8) Extension Terms.

7. 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 Second Amendment, other than Tenant's Broker, as set forth in the Basic Lease Provisions attached as Exhibit A-2 hereto, 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, other than to Tenant's Broker. To the fullest extent permitted by law, Tenant shall be solely responsible for the payment of any and 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 Paragraph. Notwithstanding the foregoing, nothing in this Paragraph shall be construed as a waiver of any governmental immunity available to Tenant, its officials, officers, employees or agents. Except for Landlord's Broker, set forth in the Basic Lease Provisions attached as Exhibit A-2 hereto, no broker, agent or commission salesperson has represented Landlord in the negotiation of this Second Amendment, and Landlord has agreed to compensate Landlord's Broker for its services in accordance with the terms of a separate commission agreement between Landlord and Landlord's Broker.

8. Basic Lease Provisions. In order to reflect the extension of the Lease Term and the modification of the Base Rent rate, as well as certain other matters, the Basic Lease Provisions, as originally incorporated into the Lease, and as amended by the First Amendment, is hereby deleted and in replacement thereof is inserted Exhibit A-2 attached hereto and incorporated herein; except, however, that the Basic Lease Provisions as originally incorporated into the Lease, and as amended by the First Amendment, shall remain in effect with respect to the portion of Lease Term falling prior to the Second Extension Term Commencement Date.

9. No Further Amendments; Ratification. Except as expressly amended herein, all terms and conditions of the Lease remain unamended in full force and effect and are hereby ratified and confirmed by Landlord and Tenant. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control. A condition precedent to Landlord's obligations under this Second Amendment is the approval of this Second Amendment by all lenders holding a deed to secure debt and security agreement and related loan documents affecting or imposing a lien or security title on the Building. Submission of this instrument for examination or signature by Tenant does not constitute an agreement between Landlord and Tenant and shall not become effective until execution and delivery by both Landlord and Tenant.

10. Authority. The person signing this Second Amendment on behalf of Landlord or Tenant hereby represents and warrants that (i) he/she is authorized to execute this Second Amendment on behalf of Landlord or Tenant, (ii) he/she possesses the requisite power and authority to bind Landlord or Tenant to the terms and provisions hereof, (iii) Landlord or Tenant has taken all actions necessary to authorize the execution, delivery and performance of this Second Amendment by Landlord or Tenant, and (iv) Landlord or Tenant has been duly organized and is qualified or authorized to do business in the State in which the Building is located. Furthermore, Landlord or Tenant agrees to take any and all necessary action to keep its existence as an entity in good standing throughout the Term, as extended herein and as may be further extended, in the State in which Landlord or Tenant has been organized as well as to remain qualified to do business within the State in which the Building is located.

11. No Defaults. Landlord and Tenant hereby agree that there are, as of the date hereof, regardless of the giving of notice or the passage of time, or both, no defaults or breaches on the part of Landlord or Tenant under the Lease.

12. Headings. The headings used herein are provided for convenience only and are not to be considered in construing this Second Amendment.

13. Entire Agreement. This Second Amendment represents the entire agreement between the Parties with respect to the subject matter hereof. Landlord and Tenant agree that there are no collateral or oral agreements or understandings between them with respect to the Premises or the Building other than the Lease and this Second Amendment. This Second Amendment supersedes all prior negotiations, agreements, letters or other statements with respect to the matters addressed herein.

14. Binding Effect. This Second Amendment shall not be valid and binding on Landlord and Tenant unless and until it has been completely executed by and delivered to both Parties.

15. Counterparts; Delivery. This Second Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. Electronic signatures to this Second 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed as of the date below each party's signature block, respectively, but with intent to be bound hereby as of the Second Amendment Date.

**LANDLORD:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee, for the Benefit of Holders  
of J.P. Morgan Chase Commercial Mortgage Securities  
Trust 2018-PTC, Commercial Mortgage Pass-Through  
Certificates, Series 2018-PTC and the Future Advance  
Lender**

By: Torchlight Loan Services, solely in its capacity as  
Special Servicer and not personally

By: \_\_\_\_\_  
Name: William A. Clarkson  
Title: Authorized Signatory

***“Second Amendment Date”:*** \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

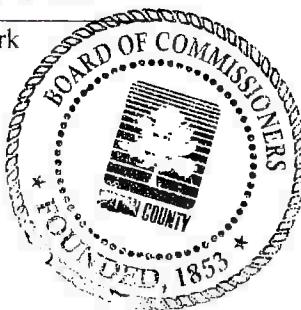
EXECUTED ON: 7/2/2025



By: Robert L. Pitts, Chairman  
Fulton County Board of Commissioners



Attest: Tonya R. Grier, Clerk  
To the Commission



APPROVED AS TO FORM:



Office of the County Attorney

ITEM # 25-0417 RCS 6/4/25  
RECESS MEETING

ITEM # 25-0417 FRM 6/4/25  
FIRST REGULAR MEETING

**Exhibit A-2**  
**PEACHTREE CENTER**  
**BASIC LEASE PROVISIONS**

**Lease Date** Original Lease, dated as of January 6, 2015 (as amended by the First Amendment, and as further amended by the Second Amendment, dated as of the Second Amendment Date)

**Landlord** WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee, for the Benefit of Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2018-PTC, Commercial Mortgage Pass-Through Certificates, Series 2018-PTC and the Future Advance Lender

**Tenant** FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia

**Building Name** 235 Peachtree

**Building Address** 235 Peachtree Street, NE  
Atlanta, Georgia 30303

**Rentable Area of Building** 302,939 square feet

**Premises** Suites 1100, 1200, 1400

**Rentable Area of Premises** 37,853 square feet

**Second Amendment Extension Period** One Hundred Eight (108) Months, at 12 month increments

**Second Extension Term Commencement Date** January 1, 2025

**Expiration Date** December 31, 2033

**Tenant's Share** 12.50%

**Base Rent**

<u>Lease Term</u>	<u>Rentable Area</u>	Base Rent (per square foot of Rentable Area)	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
Second Extension Term Commencement Date – 12/31/25	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/26 – 12/31/26	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/27 – 12/31/27	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/28 – 12/31/28	37,853	\$22.00	\$69,397.17	\$832,766.04
01/01/29 – 12/31/29	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/30 – 12/31/30	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/31 – 12/31/31	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/32 – 12/31/32	37,853	\$25.00	\$78,860.42	\$946,325.04
01/01/33 – 12/31/33	37,853	\$25.00	\$78,860.42	\$946,325.04

<b>Operating Expenses</b>	
<b>Base Year</b>	Calendar year 2024
<b>Real Estate Taxes</b>	
<b>Base Year</b>	Calendar year 2024
<b>Use</b>	General office purposes
<b>Security Deposit</b>	None
<b>Landlord's Addresses</b>	<p><i>For Notices:</i>  c/o Transwestern Commercial Services Georgia, L.L.C.  225 Peachtree Street  Suite 200  Atlanta, Georgia 30303  Attention: Property Manager</p> <p>with a copy to:</p> <p>c/o Torchlight Loan Services  280 Park Avenue  New York, New York 10017  Attention: Jorge Rodriguez</p>
<b>Addresses for Rent Payments</b>	<p><i>If paid by bank wire, to the following account:</i>  <i>[Wire instructions to be provided upon request]</i></p> <p><i>If paid by check and mailed, to:</i>  JPMCC Mtg Sec Trust, Comm Mtg PT Certs, Ser 2018-PTC Upper Tier REMIC  P.O. Box 30417  Tampa, Florida 33630</p>
<b>Tenant's Address</b>	<p><i>For Notices:</i>  Department of Real Estate and Asset Management  141 Pryor Street S.W., Suite 8021  Atlanta, Georgia 30303  Attention: Land Administrator</p> <p>with a copy to:</p> <p>County Attorney  Fulton County Attorney's Office  Fulton County Government Center  141 Pryor Street, S.W., Suite 4038  Atlanta, Georgia 30303</p> <p>Fulton County, Georgia  Department of Real Estate and Asset Management  141 Pryor Street, S.W., Suite G119  Atlanta, Georgia 30303  Attention: Director</p> <p>County Manager  141 Pryor Street, S.W., 10<sup>th</sup> Floor</p>

Atlanta, Georgia 30303

**Construction Allowance** \$150,971.00

**Tenant's Broker:** CBRE, Inc.

**Landlord's Broker:** Transwestern Commercial Services Georgia, L.L.C.

*NOTE: Except for the amendment to the address for notices and rent payment, the Basic Lease Provisions as set forth on this Exhibit A-2 is only for the portion of the Lease Term commencing on the Second Extension Term Commencement Date. It does not address the portion of the Lease Term falling prior to that date.*

**EXHIBIT B-2**  
**TENANT WORK AGREEMENT**

Landlord and Tenant executed the within and foregoing Second Amendment and hereby attach this Tenant Work Agreement as Exhibit B-2 thereto. Subject to the terms and conditions set forth in Paragraph 3 of the Second Amendment and in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. Tenant Improvements.

A. Landlord, at its sole cost and expense not to exceed the Construction Allowance set forth in Exhibit A-2 of this Second Amendment, agrees to refurbish the Premises using building standard quality materials in colors selected by Tenant and approved by Landlord as follows:

- i. re-paint the existing painted portions of the Premises, and
- ii. re-carpet the existing carpeted portions of the Premises (hereinafter referred to as the "Tenant Improvements").

If Tenant has not informed Landlord of its choice of building standard materials for the Tenant Improvements on or before the date of Tenant's execution of this Second Amendment, Landlord shall be entitled to conduct the Tenant Improvements using its own choice of building standard materials.

B. Tenant expressly acknowledges and agrees that, at Tenant's request and in reliance on this subsection B, Landlord shall complete the Tenant Improvements during Tenant's occupancy of the Premises and that such construction may result in the inconvenience of Tenant or the interference with the conduct of Tenant's business in the Premises. Tenant hereby accepts such consequences, assumes all risks associated therewith and waives any claim of injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry or the performance of the Tenant Improvements, and the same shall not relieve Tenant of any obligations under the Lease, as amended by this Second Amendment. Landlord shall have the right to recapture some or all of the space within the Premises on a temporary basis for the construction and installation of the Tenant Improvements. Landlord shall coordinate any such recapture with Tenant in order to mitigate any inconvenience to Tenant resulting therefrom. During the construction of the Tenant Improvements, Tenant shall cooperate with Landlord in providing Landlord, its agents, employees and contractors, with access to the Premises during working hours for construction and installation of the Tenant Improvements. At Tenant's request, Landlord shall move or relocate Tenant's furniture, fixtures and equipment, at Tenant's sole cost and expense, or to be paid for out of the Construction Allowance, to accommodate the construction of the Tenant Improvements. Any delays resulting from Landlord's construction of the Tenant Improvements while Tenant is in occupancy of the Premises shall be deemed to be Tenant Delay. No entry into or recapture of all or any portion of the Premises by Landlord under this subsection B shall be deemed a forcible or unlawful entry into the Premises or a detainer of the Premises, or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor shall such entry entitle Tenant to damages or an abatement of Rent or other charges that the Lease requires (notwithstanding anything in the Lease to the contrary).

2. Scope of Landlord's Approval. Any approval or consent by Landlord of any items submitted by Tenant to and/or reviewed by Landlord pursuant to this Work Agreement shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto and shall not imply or be deemed to imply any representation, warranty or covenant by Landlord that the design is safe and structurally sound or will comply with, or is not in violation of, any applicable laws, rules or regulations or any standard of due care regarding engineering of structural design or quality of material, and Landlord does not assume any responsibility therefor, nor for any defect in any structure constructed from such design. Any deficiency, mistake or error in design, although the same has the consent or approval of Landlord, shall be the sole responsibility of Tenant, and Tenant shall be liable for all costs and expenses which may be incurred, and all delays suffered in connection with or resulting from any such deficiency, mistake or error in design.

3. ADA Compliance. Tenant shall not be obligated to pay for Building compliance with the Americans with Disability Act ("ADA"), unless such compliance arises out of Tenant's specific use of the Premises and Building or Tenant's alterations thereto. Landlord shall not be responsible for determining whether Tenant is a public accommodation under ADA. Such determination, if desired by Tenant, shall be the sole responsibility of Tenant.

4. **Completion of Premises.** The Tenant Improvements in the Premises shall be deemed substantially complete (“Substantially Complete” or “Substantial Completion”) on the date Landlord delivers written notice to Tenant of such event. The fact that certain minor items commonly considered punch list items in the construction industry remain to be corrected or finished shall not render the Tenant Improvements less than substantially complete. By taking possession of the Premises, Tenant acknowledges and agrees that the Premises are usable by Tenant as intended and both the Building and the Premises are satisfactory in all respects.

5. **Construction Allowance for Tenant Improvement Costs**

A. Landlord shall pay the cost of refurbishing the Premises as provided in Section 1 above (the “Tenant Improvement Costs”), up to, but not in excess of, the Construction Allowance (any such excess costs being hereinafter referred to as “Tenant’s Costs”). The Construction Allowance is applicable to the Tenant Improvements, any costs associated with space planning, construction documents, mechanical, electrical, and plumbing drawings, permitting, construction costs, and construction management fees. Except as otherwise expressly provided in Section 5.B. below, any unused portion of the Construction Allowance shall be the sole property of Landlord.

B. If the entire Construction Allowance is not exhausted in constructing the Tenant Improvements, the unused and remaining portion, if any, once the Tenant Improvements have been substantially completed, may be used by Tenant for reasonable costs with respect to the Premises associated with (i) adding mail slots to the entry doors, (ii) upgrading its security systems and technology, (iii) acquiring and installing additional furniture, fixtures and equipment, and making other general repairs to the Premises. Landlord shall reimburse such costs, up to an amount equal to the unused and remaining portion of the Construction Allowance, within thirty (30) days after receipt of paid invoices therefor from Tenant, together with such supporting documentation as Landlord may reasonably request, including lien waivers, if applicable. Notwithstanding anything in this Section 5.B. to the contrary, Tenant shall have no right to any portion of the Construction Allowance at any time (i) after June 30, 2026 or (ii) after which (a) a default has occurred with respect to Tenant under the Lease beyond any applicable notice and cure periods, or (b) this Lease is not then in full force and effect.

C. Tenant shall pay Tenant’s Costs to Landlord, including:

1. Tenant Improvement Costs (if any) in excess of the Construction Allowance, as approved by the Tenant in advance;

2. The cost of preparing and finalizing all drawings and specifications, and all fees for architects, engineers, interior designers, and other professionals and design specialists incurred by Landlord or Tenant in connection with the Tenant Improvements, if any. Such costs may be funded out of the Construction Allowance, to the extent available; and

3. A construction management fee equal to three percent (3%) of the total cost of all work associated with the Tenant Improvements, with such construction management fee not to exceed \$4,529.13. Such fee shall be paid to Landlord or Landlord’s designated agent, and may be funded out of the Construction Allowance, to the extent available.

D. Tenant shall pay Tenant’s Costs to Landlord prior to commencement of the Tenant Improvements upon Tenant’s receipt from Landlord of an invoice for such costs. Failure by Tenant to pay such costs in accordance with this Section 5 shall constitute a failure by Tenant to pay Rent when due under the Lease.

6. **Tenant Delay.** The term “Tenant Delay” shall mean any delay in achieving Substantial Completion as a result of or in connection with:

a. Tenant’s failure to furnish any information or documents in accordance with this Work Agreement, to the extent such failure causes a delay;

b. Any change orders requested by Tenant, to the extent such change orders causes a delay;

c. If in the performance or prosecution of Tenant's Extra Work, Tenant's employees or agents interfere with or in any manner hinder Landlord or Landlord's contractor from prosecuting to the fullest extent possible the Tenant Improvements to the extent such interference or hindrance causes a delay; and

d. Any other delay caused by Tenant, its agents, contractors, architects, engineers and employees.

7. General Provisions Applicable to Tenant's Extra Work.

a. Tenant shall submit to Landlord all relevant documents relating to any work performed by or on behalf of Tenant in the Premises not part of the Tenant Improvements ("Tenant's Extra Work"). Landlord shall have the right to approve reasonably Tenant's Extra Work and the methods of construction and the contractors which will perform Tenant's Extra Work. <sup>7</sup>

b. Landlord will require high grade, first-class work to be constructed in the Premises. Tenant's Extra Work shall be performed in a first-class manner, using first-class quality materials. Tenant's Extra Work shall be constructed and installed in accordance with all applicable laws, ordinances, codes and rules and regulations of governmental authorities. Tenant shall promptly correct any of Tenant's Extra Work which is not in conformance therewith.

c. Tenant's contract parties and contractors shall be subject to supervision by Landlord in their use of the Building and their relationship with Landlord's contractor, or contractors of other tenants in the Building. The entry by Tenant and/or its contract parties into the Premises for the performance of Tenant's Extra Work shall be subject to all of the terms and conditions of the Lease except the payment of Rent. If Landlord allows Tenant and/or its contract parties to enter the Premises and commence the performance of Tenant's Extra Work prior to the date of Substantial Completion of the Tenant Improvements, such entry by Tenant shall be at Tenant's sole risk.

d. Tenant's Extra Work shall be coordinated and conducted to maintain harmonious labor relations and not (a) interfere with or delay the completion of any work being performed by Landlord's contractors or contractors of any other tenant in the Building; or (b) interfere with or disrupt the use and peaceful enjoyment of other retail or office tenants in the Building. Landlord's contractor shall have priority over Tenant's Extra Work.

e. Tenant and Tenant's contract parties shall perform their work, including any storage for construction purposes, within the Premises only. Tenant shall be responsible for removal, as needed, from the Premises and the Building of all trash, rubbish, and surplus materials resulting from any work being performed in the Premises. Tenant shall exercise extreme care and diligence in removing such trash, rubbish, or surplus materials from the Premises to avoid littering, marring, or damaging any portion of the Building. If any such trash, rubbish, or surplus materials are not promptly removed from the Building in accordance with the provisions hereof or if any portion of the Building is littered, marred, or damaged, Landlord may cause same to be removed or repaired, as the case may be, at Tenant's cost and expense. If Landlord incurs any costs or expenses in performing the above, Tenant shall pay Landlord the amount of any such cost and expenses promptly upon demand therefor.

f. All contractors and subcontractors engaged by Landlord and Tenant shall maintain adequate and commercially reasonable insurance coverages in amounts as may be required by Landlord, and the insurance policies maintained by Tenant's contractors and subcontractors shall name Tenant, Landlord, Landlord's mortgagee, property manager, and Landlord's contractor as additional insureds and shall contain a waiver of subrogation.

g. Tenant will be responsible for repairing any damage to the Building or Project common areas caused by Tenant or its agents or contractors within fifteen (15) days of receipt of written notice by Landlord. If such repairs have not been completed within said fifteen (15) day period, Landlord may cause the damage to be repaired at Tenant's expense. Notwithstanding the foregoing, if the nature of the damage is such that repair could not reasonably be completed within said fifteen (15) day period, and provided Tenant has promptly commenced and diligently pursued completion of the same, Tenant shall have as long as reasonably necessary to complete such repair, not to exceed thirty (30) days. Within thirty (30) days of receipt of an invoice therefor, Tenant shall reimburse Landlord for its actual costs and expenses in completing any such repair.

8. Tenant's Agent. Tenant hereby designates the individual holding office as the Fulton County Tax Assessor or a designee to act as its authorized representative on this Work Agreement. Any response from such person under this Work Agreement shall be the response of Tenant.