

## SECOND AMENDMENT TO MASTER LEASE

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **M K MANAGEMENT COMPANY, INC. as Agent for DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH**, hereinafter referred to as "Lessor", and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Lessee";

### WITNESSETH:

For value received, it is hereby agreed that the "Lease" between the parties hereto dated August 16, 2006, as modified by First Amendment to Master Lease dated December 21, 2016, **covering approximately 109,226 square feet of office and warehouse space known as 1365 English Street, N.W., Atlanta, Fulton County, Georgia 30318**, is hereby further amended as follows:

1.

Paragraph 2 of said Lease is amended to provide that **beginning January 1, 2022, the term of the Lease shall be extended for three (3) consecutive one (1) year terms beginning on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup> of each year ending December 31, 2024 (the "Extended Term"). There are no options to extend the term beyond the Extended Term.** Each one (1) year automatic renewal shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease. Lessee must notify Lessor prior to October 1 of each consecutive year if such funds are not available and appropriated in which event the Lease, as amended, shall terminate absolutely and without further obligation on the part of Lessee or Lessor as of December 31 of that year.

2.

Paragraph 3 of said Lease is amended to provide that **effective January 1, 2022, the Minimum Rent shall be Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00) per month for the Extended Term.** Monthly rental payments shall continue to be paid to Lessor, care of M K Management Company, Inc. M K Management Company, Inc. is the agent of the Lessor and shall be compensated by Lessor. M K Management Company, Inc. has not represented Lessee in this transaction.

3.

The following new paragraph 50 is hereby added to said Lease and shall read as follows:

### **TAX INCREASE OR DECREASE**

50. Commencing in the year 2022, and permitted renewal terms, in the event the ad valorem taxes, sanitary taxes, or any other taxes assessed or levied against the real property where the leased Premises are located ("Taxes"), are increased by any municipality, county, or other governmental agency or body, over and above the taxes assessed or levied against said property in excess of the sum of **\$122,000.00 (the "Base Amount")**, then Lessee agrees to pay Lessor, as additional rental, the increase in said Taxes over the Base Amount allocated to Lessor. Said increase shall apply whether the increase results from an increase in the tax rate or an increase in the assessed valuation of the property. Lessee agrees to pay Lessor said increased amount within thirty (30) days after receipt of a notice, in writing, from Lessor, as to the increase in said taxes, accompanied by a copy of the tax bill for the year of increase. In the event said Taxes are less than the Base Amount for any year, Lessee shall receive a credit against the Minimum Rent next becoming due for the decrease in Taxes below the Base Amount. If the Lease expires before the credit has been applied in full, Lessor shall pay the balance due within thirty (30) days of the expiration or earlier termination of the Lease. If the first or final year of the Lease term does not coincide with the calendar year, which is also the tax year, the increase in taxes for the portion of that year shall be pro-rated. In the event said Taxes are appealed and such appeal results in a reduction in the tax bill, Lessee shall be responsible for the cost of the tax appeal, which amount shall be deducted from the credit against Minimum Rent.

The provisions hereof shall survive the termination of the Lease.

4.

Lessee accepts the Premises "AS-IS" and Lessor shall not be required to perform any tenant improvements in connection with the renewal and extension of this Lease.

5.

Paragraph 32 of said Lease regarding Notices is hereby amended to provide that copies of notices to Lessor shall be sent to Richard N. Lenner, Esq. at 5200 Roswell Road, Atlanta, GA 30342.

6.

All other terms and conditions of said Lease, as amended by that certain First Amendment to Master Lease dated December 21, 2016, are hereby reaffirmed as being in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto who are individuals have set their hands and seals and the parties hereto who are entities have caused this instrument to be duly executed by their proper officers as of the day and year first above written.

**LESSOR:**

**DAVID L. KUNIANSKY, AMY KUNIANSKY  
SMITH and DOUGLAS S. KUNIANSKY**

**By: MK MANAGEMENT COMPANY, INC.,  
As Agent**

\_\_\_\_\_(SEAL)  
DOUGLAS S. KUNIANSKY, President  
Licensed Real Estate Broker

\_\_\_\_\_(SEAL)  
STANLEY M. BIENIEK, Asst. Secretary

**LESSEE:**

**FULTON COUNTY, GEORGIA**  
A political subdivision of the State of Georgia

\_\_\_\_\_  
Name: Robert L. Pitts  
Title: Chairman, Fulton County Board of Commissioners

**ATTEST**

By: \_\_\_\_\_  
Name: Tonya R. Grier  
Title: Clerk to the Commissioners

Approved as to form for Fulton County  
This \_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: Kaye Burwell  
Office of the Fulton County Attorney