FIRST AMENDMENT TO RENTAL AGREEMENT

This **FIRST AMENDMENT**, hereinafter referred to as "**Amendment**", is effective this ______day of ______, 2025 ("**Effective Date**") by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**Landlord**", and the **GEORGIA DEPARTMENT OF HUMAN SERVICES – DIVISION OF FAMILY AND CHILDREN SERVICES** an agency, department, commission, board, or bureau, or other entity within the State Government of Georgia, hereinafter referred to as "**Tenant**".

WITNESSETH THAT;

WHEREAS, Landlord and Tenant entered into that certain RENTAL AGREEMENT dated October 15, 2012 (hereinafter referred to as the "Agreement"), for the rental of the **Premises** more particularly described as follows:

Approximately 75,200 square feet of office space located at

1249 Donald Lee Hollowell Parkway, NW, Atlanta, GA 30318; and

WHEREAS, the term of the Agreement shall expire on June 30, 2025, with no renewal options remaining thereunder; and

WHEREAS, Landlord and Tenant are mutually agreeable to the amendment of said Agreement to provide for one additional one-year renewal option, as provided hereinafter.

NOW, THEREFORE, in consideration of the Premises, and of the covenants, agreements, provisions, terms, conditions, and stipulations herein agreed to be mutually kept and performed by Landlord and Tenant, the parties hereto agree to the following:

1. <u>Initial Term</u>. As of the Effective Date, the Initial Term as defined in Section 2.1 of the Agreement will be extended through June 30, 2026. To memorialize the change of the Initial Term, the language of Section 2.1 of the Agreement is hereby deleted in its entirety and new language shall be inserted in lieu thereof to read as follows:

2.1. <u>Initial Term</u>. The Initial Term under this Rental Agreement shall commence on July 1, 2010 and shall continue for a period of one (1) year, with fifteen (15) one year renewal options (each such term beginning on July 1^{st} and ending on June 30^{th} of the following calendar year).

2. <u>Sufficient Notice.</u> Parties also agree that, notwithstanding the forty-five (45) day notice requirement in Section 2.2 of the Agreement, Tenant has provided sufficient notice of its intent to exercise the final renewal option term from July 1, 2025 through June 30, 2026, and the Agreement shall not terminate on June 30, 2025, but shall be extended through June 30, 2026.

First Amendment of Rental Agreement #5185, Georgia Department of Human Services – Division of Family and Children Services 1249 Donald Lee Hollowell Parkway, NW, Atlanta, GA 30318

3. <u>Entire Agreement</u>. Except as expressly modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed, and delivered this Amendment in duplicate original on the day, month, and year first above written, each of the Parties keeping one of the duplicate originals.

LANDLORD:

FULTON COUNTY, GEORGIA

By: ____

Robert L. Pitts, Chairman Fulton County Board of Commissioners

Attest: _____ Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[Signatures continue on following page.]

Signed, sealed, and delivered as to Tenant in the presence of:

Unofficial Witness

TENANT:

GEORGIA DEPARTMENT OF HUMAN SERVICES – DIVISION OF FAMILY AND CHILDREN SERVICES

By: _____

Notary Public My Commission Expires: Name: Candice L. Broce

(Affix and Impress Notary Public Seal Here) Title: Commissioner