

COMMENCEMENT AGREEMENT

THIS COMMENCEMENT AGREEMENT (hereinafter, "Agreement") is made this 18th day of August, 2017, by and between TEN PARK PLACE PARTNERS, LLC, a Georgia limited liability company ("Landlord") and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Tenant").

WITNESSETH:

WHEREAS, this Agreement is a supplement to and a part of that certain Lease dated June 30, 2016 (the "Lease") for the Demised Premises (as defined in the Lease and reaffirmed in Exhibit A, attached, and incorporated herein by this reference) which contains approximately 37,980 square feet located on the 4th and 5th floors of 10 Park Place, Atlanta, GA 30303; and

WHEREAS, Landlord and Tenant entered into the First Lease Amendment dated October 19th, 2016 (the "First Amendment") for the Expansion Premises (as defined in the First Amendment and reaffirmed in Exhibit A, attached hereto) which contains approximately 9,902 square feet located on the 6th floor; and

NOW, THEREFORE, for and in consideration of the Demised Premises and Expansion Premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Pursuant to the provisions of Section 2 (Term: Options to Extend and Terminate) of the Lease and Section 3 (Expansion Premises Commencement Date) of the First Amendment, Landlord and Tenant agree and reaffirm as follows:

1. The Commencement Date on the Demised Premises and Expansion Premises (collectively, the "Premises") shall be the date which this Commencement Agreement is executed by Tenant and Landlord.
2. Section 2 (b) of the Lease is hereby deleted and replaced with the following:

Pursuant to O.C.G.A §36-60-13, the "Primary Term" of this Agreement shall be for the period beginning on the Commencement Date and ending at 11:59 p.m. on the 31st day of December, 2017. The Agreement shall automatically renew for up to eleven (11) additional consecutive one-year terms for calendar years January through December (each a "Primary Option Term"), in accordance with the terms hereafter set forth.
3. The square footage of the Premises consists of the Demised Premises of 37,980 square feet plus the square footage of the Expansion Premises of 9,902 square feet, which equals a total square footage leased by Tenant of 47,882 square feet.
4. Per the Lease and First Amendment, Tenant Improvement Allowance for Demised Premises is One Million Two Hundred Fifty Three Thousand Three Hundred and Forty Dollars (\$1,253,340) and Tenant Improvement Allowance for Expansion Premises is One Hundred Ninety Eight Thousand Forty Dollars (\$198,040) for a total Tenant Improvement Allowance of One Million Four Hundred Fifty One Thousand Three Hundred Eighty Dollars (\$1,451,380).

Pursuant to Exhibit B – Tenant Improvements, Article 4 (Condition of the Premises) of the Lease, based on final Tenant Space Plans approved by Landlord dated December 22, 2016 and attached hereto as Exhibit B and incorporated herein by this reference, the current Tenant Improvement Costs in excess of Tenant Improvement Allowance is One Million four Hundred Sixty-four Thousand four

Hundred seventy eighty and 45/100 Dollars (\$, 1,464,780.45). The amounts set forth in this paragraph are subject to change in the event of future Change Orders.

5. Section 3(a) (Rent; Advance Rent; Security Deposit) of the Lease and Section 5 (Expansion Premises Rent) of the First Amendment are hereby deleted and replaced with the following:

Tenant shall pay monthly installments of Monthly Rent for the Premises together with Tenant's Additional Rental (as defined in Section 11 (c) (Operating Expenses; Utilities; and Expense Stop) of the Lease) in advance of or on the first day of each calendar month during the Rental Period, without demand, deductions or set off, in the following amounts (for the purposes of accounting only, Rental PSF and Operating Expenses PSF have been split out, below):

Rental Period	Months	Base	Opex	Month	Annual/Period
September 17, 2017 - September 30, 2017	14 days	\$8.56	\$7.50	\$26,774.19	\$26,774.19
October 1, 2017 - December 31, 2017	3	\$8.56	\$7.50	\$64,095.87	\$192,287.61
January 1, 2018 - December 31, 2018	12	\$9.09	\$7.73	\$67,131.03	\$805,572.36
January 1, 2019 - December 31, 2019	12	\$9.23	\$7.96	\$68,610.66	\$823,327.92
January 1, 2020 - December 31, 2020	12	\$9.37	\$8.20	\$70,122.94	\$841,475.28
January 1, 2021 - December 31, 2021	12	\$9.52	\$8.44	\$71,669.67	\$860,036.04
January 1, 2022 - December 31, 2022	12	\$9.67	\$8.69	\$73,251.66	\$879,019.92
January 1, 2023 - December 31, 2023	12	\$11.15	\$8.96	\$80,242.93	\$962,915.16
January 1, 2024 - December 31, 2024	12	\$11.33	\$9.22	\$82,005.44	\$984,065.28
January 1, 2025 - December 31, 2025	12	\$11.50	\$9.50	\$83,807.92	\$1,005,695.04
January 1, 2026 - December 31, 2026	12	\$11.68	\$9.79	\$85,651.34	\$1,027,816.08
January 1, 2027 - December 31, 2027	12	\$11.86	\$10.08	\$87,536.62	\$1,050,439.44
January 1, 2028 - December 31, 2028	12	\$12.04	\$10.38	\$89,464.79	\$1,073,577.48

Rent Payments should be made to:
Ten Park Partners, LLC
962 Howell Mill Road, NW
Atlanta, GA 30318

6. Should Termination Events (as defined in the Lease) occur, then the Termination Fee for the Premises shall be as follows:

Period of Termination Event	Termination Fee
Calendar Year 2017	\$2,581,943.13
Calendar Year 2018	\$2,429,293.58
Calendar Year 2019	\$2,263,974.20
Calendar Year 2020	\$2,082,592.61
Calendar Year 2021	\$1,891,032.28
Calendar Year 2022	\$1,681,037.48
Calendar Year 2023	\$1,453,613.21
Calendar Year 2024	\$1,207,312.84
Calendar Year 2025	\$940,569.66
Calendar Year 2026	\$651,686.92
Calendar Year 2027	\$245,398.60

7. Except as hereinabove provided, all other terms and conditions of the Lease and First Amendment shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by Landlord and Tenant. Should the terms and conditions of this Commencement Agreement conflict with Lease or First Amendment, then this Commencement Agreement shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

A handwritten signature in the bottom right corner of the page.

IN WITNESS WHEREOF, the undersigned have caused this Commencement Agreement to be executed under seal as of the date and year first above written.

LANDLORD:

TEN PARK PLACE PARTNERS, LLC, a Georgia limited liability company

By: [Signature]
Name: Alan Ford
Title: Managing Partner

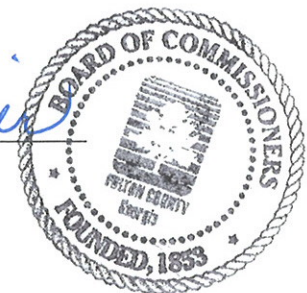
TENANT:

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

By: [Signature]
Name: John H. Eaves, Chairman
Fulton County Board of Commissioners

ATTEST:

By: [Signature]
Name: Tonya Grier, Interim
Clerk to Commission



APPROVED AS TO FORM
This 16 day of August, 2017

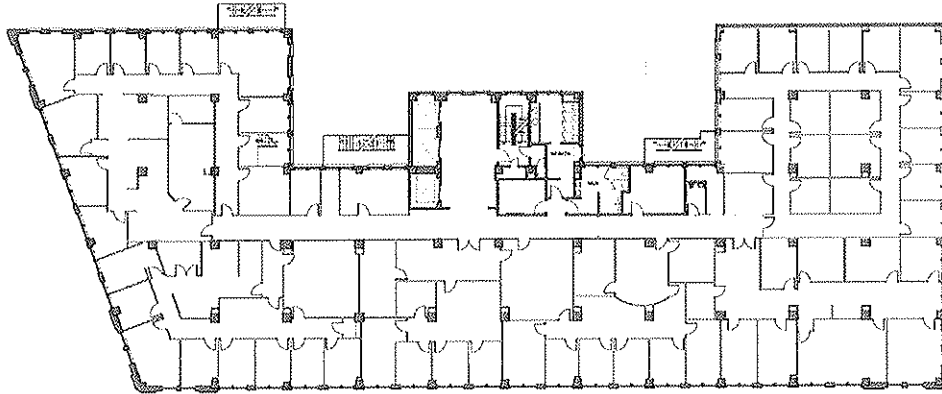
[Signature]
Office of Fulton County Attorney THP

ITEM # 17-0649 RCS 08/16/2017
RECESS MEETING

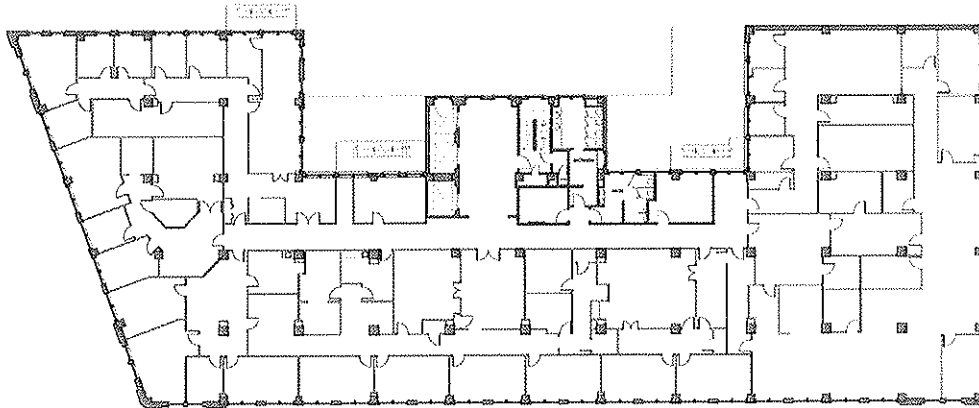
EXHIBIT A

Demised Premises

4th Floor

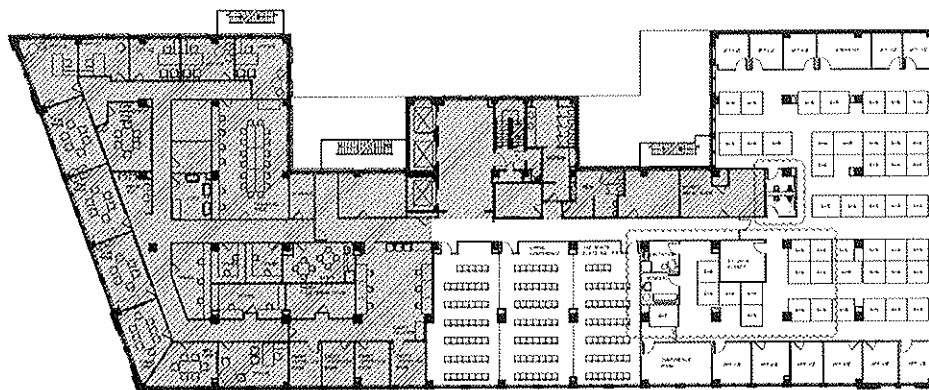


5th Floor



Expansion Premises

6th Floor

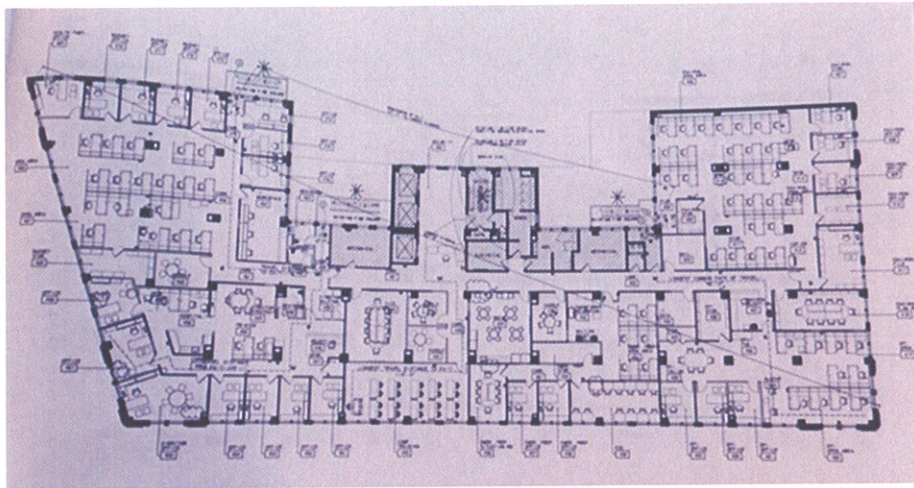


Expansion Premises is the unshaded portion of the above.

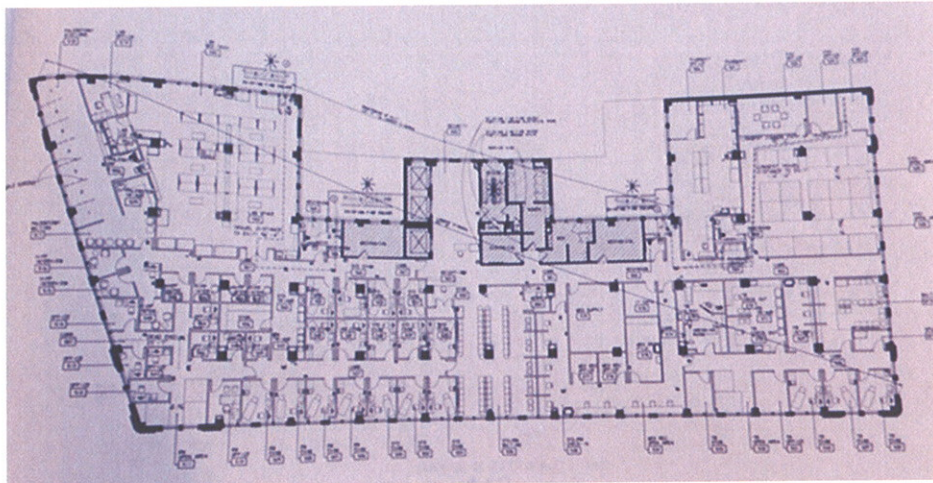
EXHIBIT B

Approved Tenant Space Plans Dated 12/22/16

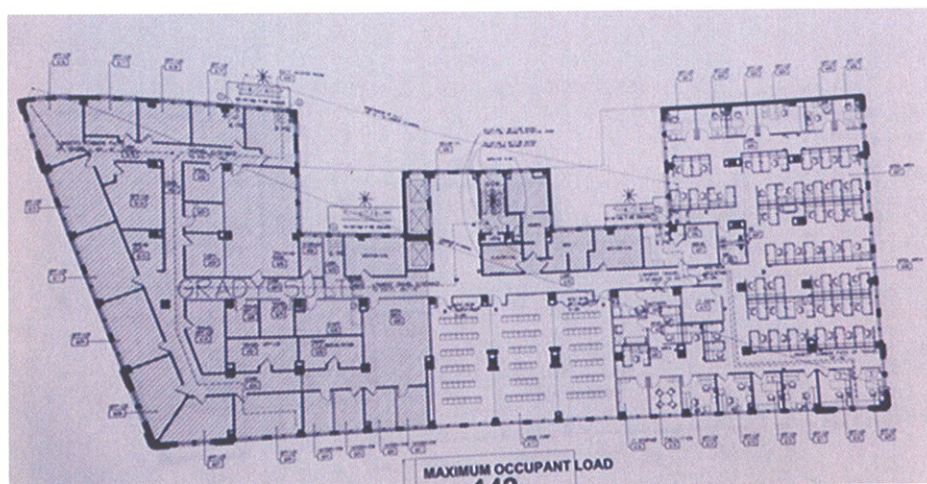
4th Floor



5th Floor



6th Floor



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