

STATE OF GEORGIA;

COUNTY OF FULTON:

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into this ____ day of _____ 2026 (the "Effective Date"), by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose address is 141 Pryor Street, S.W., Suite 6000, Atlanta, Georgia 30303 (herein "Lessor" or the "County"), and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** (herein "Lessee"), for and on behalf of the Georgia Public Library Service (herein "GPLS"), whose address is 270 Washington Street S.W., Seventh Floor, Atlanta, Georgia 30334.

W I T N E S S E T H:

WHEREAS, pursuant to that certain office space lease agreement between Lessor and Lessee dated September 9, 2021 (the "Lease Agreement"), whereby the Lessee leases, on behalf of GPLS, from the County the Premises (as defined in the Lease Agreement) located at 1 Margaret Mitchell Square NW, Atlanta, Georgia 30303 (the "Library") and containing approximately 3,161 square feet of floor area on the ground floor of the Library;

WHEREAS, Article 2 of the Lease Agreement contains four (4) one-year renewal options that allow for extension of the Lease Agreement through June 30, 2026; and

WHEREAS, Lessor and Lessee have exercised all available renewal options within the Lease Agreement; and

WHEREAS, the Lease Agreement expires on June 30, 2026; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement by adding additional renewal terms, adjusting the rental rate schedule, and making other such modifications to the Lease Agreement as further set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree to amend, change, and modify the Lease Agreement as follows:

1. **OPTION TO RENEW OR EXTEND TERM.** Article 2. Lease Term is hereby amended as follows (with deleted language in strike through font and amended language underlined):

“Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises described herein. Following execution of the parties, the Lease Agreement shall commence on September 1, 2021 (the "Commencement Date") and run through June 30, 2022, said period being hereafter referred to as the "Initial Term". After the Initial Term and

provided the Lease Agreement is not sooner terminated pursuant to Sections 10, 11, and/or 12, Lessee shall have the option to renew the Lease Agreement on a year-to-year basis for ~~four~~ (4) nine (9) consecutive, one-year periods (each an "Extended Term," and the Extended Term, taken together with the Initial Term, shall be known as the "Lease Term"); provided, however, that notice of Lessee's desire to exercise such option shall be given to Lessor at least sixty (60) days prior to the expiration date of the Initial Term or any Extended Term. It is further provided that this option may be exercised by Lessee only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Lease Agreement on the part of Lessee to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

Notwithstanding anything to the contrary contained herein, under no circumstances shall the Lease Term extend beyond June 30, ~~2026~~ 2031, provided that the parties may mutually agree to extend the Lease Term at that time. It is understood that, at the end of the Lease Term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, unless extended by mutual agreement of the parties."

2. **REVISION TO RENT SCHEDULE.** The rent schedule in Article 4, Rent, is hereby deleted in its entirety, and the following rent schedule shall be inserted in lieu thereof:

Extension Term	Dates	Rent
1	July 1, 2022 – June 30, 2023	\$1,899.23
2	July 1, 2023 – June 30, 2024	\$1,956.21
3	July 1, 2024 – June 30, 2025	\$2,014.90
4	July 1, 2025 – June 30, 2026	\$2,075.34
5	July 1, 2026 – June 30, 2027	\$2,137.61
6	July 1, 2027 – June 30, 2028	\$2,201.74
7	July 1, 2028 – June 30, 2029	\$2,267.79
8	July 1, 2029 – June 30, 2030	\$2,335.82
9	July 1, 2030 – June 30, 2031	\$2,405.90

3. **ENTIRE AGREEMENT.** The Lease Agreement, as modified by this First Amendment, constitutes the entire understanding between the parties with respect to amendments made herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals regarding the amendments made herein are merged into this First Amendment.
4. **AGREEMENT IN FULL FORCE AND EFFECT.** Except as modified by this First Amendment, the Lease Agreement is hereby ratified, confirmed, and shall continue in full force and effect. If there is any conflict between the terms of the Lease Agreement and the terms set forth in this First Amendment, the terms specifically set out in this First Amendment shall control. From and after the Effective Date, all references to "the Lease Agreement" or "this Lease" in the Lease shall mean the Lease as modified by this First Amendment.

5. **MUTUAL AUTHORIZATION REPRESENTATION.** Lessor and Lessee hereby represent to each other that: (a) this First Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper written action and approval by their respective governing bodies and/or pursuant to policy; and (b) no additional consent, agreement, or approval is required with respect hereto.

Signatures on the Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this First Amendment to the Lease Agreement as of the date set forth above.

LESSOR:

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

ATTEST:

Tonya R. Grier
Clerk to the Commission

Robert L. Pitts
Chairman

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Signatures Continue on the Following Page

LESSEE:

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA

By: _____

J. Frank Smith
Vice Chancellor for Real Estate & Facilities

Attest: _____

Mark T. Haldane
Assistant Vice Chancellor for Real Estate