

FIRST AMENDMENT TO LEASE 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 **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, hereinafter referred to as “**Tenant**”.

WITNESSETH THAT;

WHEREAS, Landlord and Tenant entered into that certain LEASE AGREEMENT dated **January 1, 2018** (hereinafter referred to as the “**Agreement**”), for the rental of the **Premises** more particularly described as follows:

Approximately **95,476 rentable square feet** of office space located at
5710 Stonewall Tell Road, Atlanta, Georgia 30303 (the “**Building**”); and

WHEREAS, an additional 2,724 square feet of office space (“**Additional Premises**”) is available in the Building; and

WHEREAS, Tenant has requested use of the Additional Premises for temporary office space through December 31, 2025, with two one (1) year renewal options; and

WHEREAS, Tenant has agreed to pay additional rent as consideration for the lease of the Additional Premises; and

WHEREAS, Landlord and Tenant are mutually agreeable to the amendment of the Agreement to incorporate the Additional Premises through December 31, 2025, with two one (1) year renewal options, and to increase the monthly rent accordingly, 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. Additional Premises. To memorialize the inclusion of the Additional Premises, the language of Article I of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE I

PREMISES LEASED AND TENANT’S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as “provisions”) herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant a lease for a period of ten (10) years to Tenant for those certain premises situated in Fulton County, Georgia, and being more particularly described as follows, to wit:

Approximately 95,476 rentable square feet of office space located at

5710 Stonewall Tell Road
Atlanta, Georgia 30303

The above-described Premises being shown and delineated on a drawing marked EXHIBIT A is attached hereto, incorporated in, and by this reference made a part of this Agreement.

Notwithstanding the above, during the one (1) year period (“Additional Premises Period”) beginning on _____, 2025 (“Additional Premises Commencement Date”) and continuing through December 31, 2025, the Premises shall also include:

**An additional 2,724 square feet of office space located at
5710 Stonewall Tell Road
Atlanta, Georgia 30303**

With such additional office space hereinafter referred to as the “Additional Premises,” being shown and delineated on a drawing marked EXHIBIT A-1 attached hereto, incorporated in, and by this reference made a part of this Agreement. The Additional Premises will be subject to all the provisions of this Agreement during the Additional Premises Period (including any Additional Premises Renewal Periods exercised). At the expiration of the Additional Premises Period, or its earlier termination, Tenant will have no further interest in the Additional Premises, and the Premises under this Agreement shall revert and be limited to 95,476 rentable square feet shown and delineated on EXHIBIT A hereto.

Tenant may use the Common Area subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business in the above-described Premises; however, any change in the nature of the business conducted in the Premises after the Commencement Date of the Agreement shall require the approved written consent of the Landlord, which shall not be unreasonably withheld.

2. Additional Premises Termination. To memorialize Tenant’s option to terminate its lease of the Additional Premises, the language of Article II of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE II

TERM

This Agreement shall commence on January 1, 2018 (the “Commencement Date”). This Agreement shall end at 11:59 p.m. on December 31, 2027 (the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the “Term.” Notwithstanding anything in this Agreement to the contrary, pursuant to O.C.G.A. § 50-16-41, as amended, Tenant shall have the right to terminate this Agreement, without further obligation, if Tenant determines that adequate funds will not be available to satisfy Tenant’s payment obligations under this Agreement. Subject to Landlord’s rights under this AGREEMENT, Tenant’s determination regarding the availability of funds to satisfy Tenant’s payment obligations under this Agreement shall be conclusive and binding on all Parties. Tenant will use its best efforts to provide Landlord no less than one-hundred twenty (120) days written notice of its intent terminate this Agreement

pursuant this Article II. **Tenant shall also have the right to terminate ONLY the Additional Premises Period under this Agreement with thirty (30) days' prior written notice to Landlord, without having any effect or modification of the remainder of this Agreement, its Term, or the Premises.**

3. **Additional Premises Renewal Option.** To memorialize Tenant's option to renew its lease of the Additional Premises, the language of Article III of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE III
OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND THE TERM OF THIS AGREEMENT

Landlord will grant the Tenant a Renewal Option for the period of ten (10) years for the Premises provided that the Tenant provides said notice of its intent to do so later that one (1) year prior to the expiration of the original term and no later than January 4, 2027. Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the mentality rental rate for said Renewal Option.

Notwithstanding the above, Landlord will grant the Tenant two Additional Premises Renewal Options for a period of one (1) year each, from January 1 through December 31 of the applicable calendar year (each an "Additional Premises Renewal Period") for the Additional Premises so long as the Tenant provides notice of its intent to exercise a renewal option so later than thirty (30) days prior to the expiration of the Additional Premises Period. Said Additional Premises Renewal Options, if exercised, shall be upon the same Provisions as set forth herein and included in the definition of the Additional Premises Period.

4. **Additional Rent.** To memorialize the increased rent due to the inclusion of the Additional Premises, the language of Article IV of the Agreement is hereby amended as follows, with new language added in **bold**:

ARTICLE IV
FIXED RENTAL

For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of Eighty-Five Thousand Five Hundred Thirty and 58/100 Dollars (\$85,530.58) (hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the first (1st) day of each and every calendar month during the said Term, being at the rate of One Million Twenty-Six Thousand Three Hundred Seventy-Six and No/100 Dollars (\$1,026,376.00) per annum.

Notwithstanding the above, for the duration of the Additional Premises Period, the Fixed Rent shall increase by the amount of Two Thousand Four Hundred Thirty-Seven and 98/100 Dollars (\$2,437.98) for a total fixed equal monthly rental of \$87,968.56, beginning on the Additional Premises Commencement Date, and payable thereafter on the first (1st) day of each and every calendar month during the Additional Premises Period. At the expiration of the Additional Premises Period, the Fixed Rent shall revert to the prior Fixed Rent amount of Eighty-Five Thousand Five Hundred

Thirty and 58/100 Dollars (\$85,530.58).

5. **Exhibit A-1.** The Agreement is hereby amended to attach Exhibit A-1 (as attached hereto), with such Exhibit A-1 incorporated fully by reference into the Agreement.

6. Parties also agree that all provisions related to the expiration or termination of the Agreement shall apply to the Additional Premises upon expiration of the Additional Premises Period, including but not limited to: ARTICLE V, Subsection 17. *Holding Over*; ARTICLE V, Subsection 27. *Removal of Improvements, Erections, Additions and Alterations Made by the Tenant*; Subsection 28. *Removal of Fixtures, etc. by the Tenant*; and ARTICLE V, Subsection 34. *Surrender of the Premises*.

5. **Entire Agreement.** 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

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:

STATE PROPERTIES COMMISSION

By: _____

Name: _____

Title: _____