

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), is made this 19th day of October, 2016, by and between **TEN PARK PLACE PARTNERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Landlord") and **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated June 30, 2016 (the "Lease") for the Demised Premises (as defined in the Lease) 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 desire to amend the Lease effective as of the date of execution of this Amendment (the "Effective Date") to provide for certain matters relating thereto as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the 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:

1. Defined Terms. All capitalized terms used herein shall have the same meaning ascribed to them in the Lease.
2. Expansion Premises. Tenant shall lease additional space on the 6th floor with an area of 9,902 rentable square feet (the "Expansion Premises"), as depicted on Exhibit A attached hereto and known as Suite 602.
3. Expansion Premises Commencement Date. Commencement of this Amendment shall begin on March 1, 2017 or upon the date of issuance of a certificate of completion which evidences substantial completion of all build out and/or improvements, which ever occurs later.
4. Expansion Premises Term. Tenant shall lease the Expansion Premises commencing on the Expansion Premises Commencement Date, thereafter continuing through and expiring in accordance with Section 2 of the Lease. As of the Expansion Commencement Date, the Demised Premises shall include the Expansion Premises for all purposes other than as otherwise set forth in this Amendment.
5. Expansion Premises Rent. Tenant shall pay monthly installments of Monthly Rent for the Expansion Premises (as hereinafter defined) together with "Tenant's Additional Rental" (as defined in Section 11 (c) 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, and otherwise in the manner set forth in the Lease. For the purposes of accounting only, Rental PSF and Operating Expenses PSF have been split out, below:

Rental Period	Number of Months	Rental PSF	Operating Expenses PSF	Monthly Rent	Total Rental Period
March 1, 2017 - Aug 31, 2017	6	\$0.00	\$7.50	\$0.00	\$0.00
Sept 1, 2017 - Dec 31, 2017	4	\$8.50	\$7.50	\$ 13,202.67	\$ 52,810.68
Calendar Year 2018	12	\$8.75	\$7.73	\$ 13,598.75	\$ 163,184.96
Calendar Year 2019	12	\$9.01	\$7.96	\$ 14,006.71	\$ 168,080.51
Calendar Year 2020	12	\$9.28	\$8.20	\$ 14,426.91	\$ 173,122.92
Calendar Year 2021	12	\$9.57	\$8.44	\$ 14,859.72	\$ 178,316.61
Calendar Year 2022	12	\$9.86	\$8.69	\$ 15,305.51	\$ 183,666.11
Calendar Year 2023	12	\$10.14	\$8.96	\$ 15,764.67	\$ 189,176.09
Calendar Year 2024	12	\$10.46	\$9.22	\$ 16,237.61	\$ 194,851.38
Calendar Year 2025	12	\$10.77	\$9.50	\$ 16,724.74	\$ 200,696.92
Calendar Year 2026	12	\$11.09	\$9.79	\$ 17,226.49	\$ 206,717.83
Calendar Year 2027	12	\$11.42	\$10.08	\$ 17,743.28	\$ 212,919.36
Calendar Year 2028	12	\$11.77	\$10.38	\$ 18,275.58	\$ 219,306.96

Following Tenant's occupancy of the 4th and 5th floor Premises, Landlord and Tenant shall execute an amendment to the Lease indicating a consolidated rental schedule and termination fee schedule for the Premises and Expansion Premises.

6. Expansion Premises Tenant Improvements. All tenant improvements for the Expansion Premises (the "Expansion Premise Tenant Improvements") shall be constructed in accordance with Exhibit B of the Lease and shall have the same terms, conditions and definitions defined therein, except that the Tenant Improvement Allowance for improvements within Expansion Premises shall be Twenty Dollars (\$20.00) per rentable square foot which equals One Hundred Ninety Eight Thousand Forty and 00/100 Dollars (\$198,040.00) and Tenant's Space Plans for the Expansion Premises shall be those attached hereto as Exhibit B.
7. Termination Fee. For purposes of Tenant's right to terminate the Lease pursuant to Section 2 of the Lease, the Demised Premises shall include the Expansion Premises, except that the Termination Fee as defined in Exhibit C of the Lease shall include the amounts defined therein plus the following:

Period of Termination Event	Expansion Premises Termination Fee
Calendar Year 2017	\$ 388,057.10
Calendar Year 2018	\$ 365,114.40
Calendar Year 2019	\$ 340,267.47
Calendar Year 2020	\$ 311,017.47
Calendar Year 2021	\$ 284,215.59
Calendar Year 2022	\$ 252,654.10
Calendar Year 2023	\$ 218,473.02
Calendar Year 2024	\$ 181,454.93
Calendar Year 2025	\$ 141,364.36
Calendar Year 2026	\$ 97,946.28
Calendar Year 2027	\$ 50,924.53

The aforementioned Termination Fee amounts are based on a 3/1/2017 Expansion Commencement Date. If the Expansion Premises Commencement Date is altered, then the Expansion Premises Termination Fee amounts will be adjusted accordingly.

8. Common Conference Facility. Subject to space availability within the Building, Landlord shall provide for Tenant's use in common with other tenants of the Building a common area conference room to accommodate a maximum of 25 people. Tenant shall have use of the common area conference room free of charge and on a first-come-first-served basis.
9. Brokerage Disclosures. Landlord and Tenant acknowledge that that Dudley Thomas Spade SRE, LLC has acted as agent on Tenant's behalf for the expansion of the Lease pursuant to this Amendment and shall be paid a commission by Landlord per the terms of a separate agreement between agent and Landlord. Landlord and Tenant acknowledge that that Joel & Granot Real Estate, LLC has acted as agent on Landlord's behalf for the expansion of the Lease pursuant to this Amendment and shall be paid a commission by Landlord per the terms of a separate agreement between agent and Landlord.
10. Binding Effect. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence of all of the terms of this Amendment.
11. Continued Validity. Except as hereinabove provided, all other terms and conditions of the Lease 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 Amendment conflict with the original Lease, then this Amendment shall govern, notwithstanding the terms and conditions of the original Lease.
12. Modifications. This Amendment may not be changed, modified, discharged or terminated in any manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned have caused this Amendment 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 Joel
Title: Managing Partner

TENANT:

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

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

ATTEST:

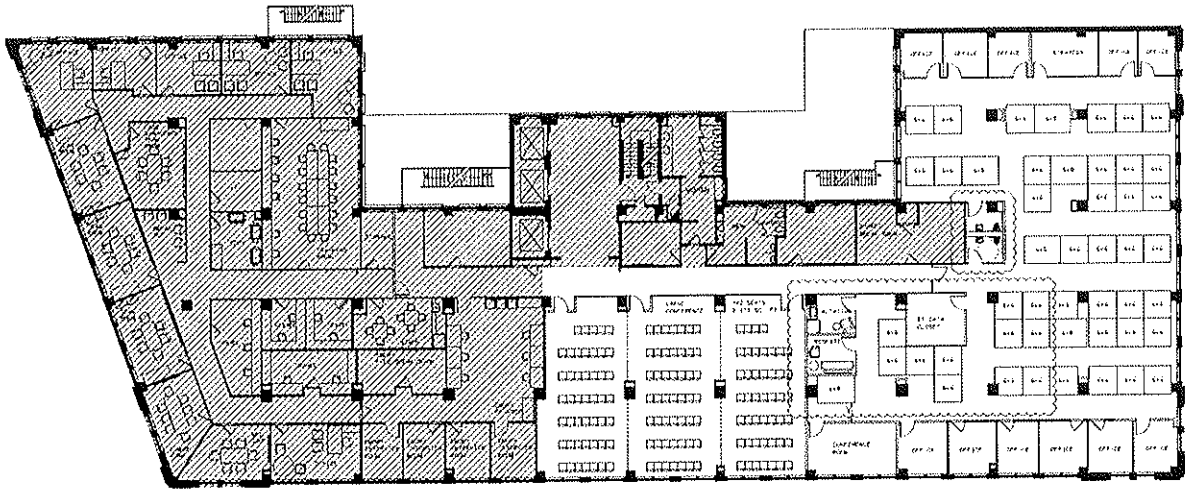
By: [Signature]
Name: Mark Massey
County Commission
FOUNDED, 1853 ITEM # 16-0964 RCS 10/19/2016
RECESS MEETING

APPROVED AS TO FORM
This 25th day of October, 2016

[Signature]
Office of Fulton County Attorney

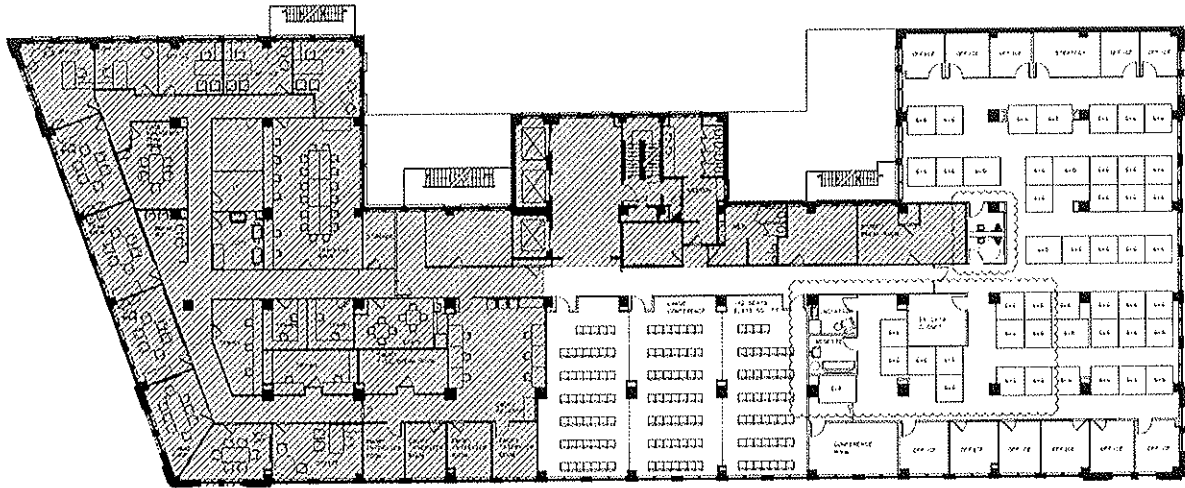
EXHIBIT A

Expansion Premises



Expansion Premises is the unshaded portion of the above.

Tenant Space Plans



Expansion Premises shall generally be built out in the manner above