

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE entered this _____ day of _____ 2023 (“First Amendment”), by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Landlord”), and COMCAST CABLE COMMUNICATIONS, LLC, a Delaware limited liability company (“Tenant”).

WHEREAS, Tenant is tenant and Landlord is landlord under a certain Lease Agreement Between Fulton County, Georgia and Comcast Cable Communications, LLC dated October 17, 2018, respecting certain real property located at 10735 Jones Bridge Road, Alpharetta, GA 30202 (the “Property”); and

WHEREAS, the Term of the Lease expires on December 31, 2023, and both parties wish to extend the Term to December 31, 2024, and to provide Tenant with additional extension options of the Term, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby AMEND the Lease as follows:

1. The Term of the Lease is hereby extended from January 1, 2024, through and including December 31, 2024 (the “First Extension Term”). The First Extension Term, and any subsequent renewals, shall be on the same terms, covenants, and conditions as in the Lease. Base Rent during the First Extension Term shall be as stated in Section 3 below.
2. Tenant shall hereby have the right, but not the obligation, to extend the Term for up to Four (4) consecutive periods consisting of one (1) year each (the “First Renewal Term,” the “Second Renewal Term,” the “Third Renewal Term” and the “Fourth Renewal Term” respectively, and each, a “Renewal Term”). If Tenant elects to extend the Term for the First Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2024. If Tenant elects to extend the Term for the Second Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2025. If Tenant elects to extend the Term for the Third Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2026. If Tenant elects to extend the Term for the Fourth Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2027. If elected by Tenant in accordance with the terms of this Section 2, the Renewal Term shall be on the same terms, covenants, and conditions as in the Lease. Base Rent during the Renewal Term (if exercised) shall be as stated in Section 3 below.
3. During the First Extension Term and any Renewal Term (if Tenant elects to extend the Term in accordance with Section 2 of this First Amendment), Tenant shall pay to Landlord annual Base Rent in the amounts set forth as follows:

<u>Term</u>	<u>Annual Base Rent</u>
<u>First Extension Term:</u>	
January 1, 2024 – December 31, 2024	\$8,731.49
<u>First Renewal Term:</u>	
January 1, 2025 – December 31, 2025	\$9,168.06
<u>Second Renewal Term:</u>	

January 1, 2026 – December 31, 2026	\$9,626.46
<u>Third Renewal Term:</u>	
January 1, 2027 – December 31, 2027	\$10,107.78
<u>Fourth Renewal Term:</u>	
January 1, 2028 – December 31, 2028	\$10,613.16

Tenant shall continue to pay utilities, taxes, and insurance in accordance with the terms of the Lease.

4. Paragraph 22 (Notices) of the Lease Agreement dated October 17, 2018, is hereby amended to provide that all notices or demands shall be addressed as follows:

Notices to Tenant shall be sent to:

Comcast Cable Communications, LLC
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Real Estate

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attn: Real Estate Counsel

With copies also sent by email to:

legal_notices@comcast.com
real_estate@cable.comcast.com
cendiv_realestate@comcast.com

5. Landlord hereby represents and warrants that Landlord has the full authority to enter, execute, deliver, and perform this First Amendment without the approval or consent of any party.
6. All other terms and conditions of the Lease are ratified and confirmed and shall remain in full force and effect.
7. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. .pdf files or scanned copies shall be deemed an original. Landlord and/or Tenant may elect to execute this document through an electronic signature platform (e.g., DocuSign). By signing through said electronic signature platform, and not solely through e-mail acceptance, Landlord and Tenant agree that they have read and understood the First Amendment, agree to be bound by all of its terms and conditions and hereby waive any

defense or counterclaim that electronic signature is an invalid form of signature and acceptance under applicable law.

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IN WITNESS WHEREOF, the Landlord and Tenant have caused this First Amendment to Lease to be duly executed as of the date first written above.

LANDLORD:

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

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 Continued on Following Page]

TENANT:

COMCAST CABLE COMMUNICATIONS, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____