

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is entered into this _____ day of April, 2022 (the "Effective Date") between SK ARO, LLC, a Delaware limited liability company ("Landlord") and Fulton County, Georgia, a political subdivision of the State of Georgia ("Tenant"). Landlord and Tenant are also each a "Party" and are collectively the "Parties".

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the "Lease") dated October 12, 2021 for property located at 86 Pryor Street, Floors 2, 3 and 4, Atlanta, GA 30303 (as more fully set forth in the Lease, the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Lease.

2. Amendments to the Lease. As of the Effective Date, the Lease is hereby amended or modified as follows:

a) The following is hereby alphabetically inserted into the Definitions section of the Lease as though fully set forth therein:

"Additional Premises" shall include approximately 1,265 square feet of property located in the development known as Underground Atlanta and designated as Suite 194, and as more particularly described in Exhibit "D" attached hereto and incorporated herein by reference."

b) The definition of "Premises" within the Definitions section of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Premises" shall include not only the property described in Exhibit A, attached hereto as referenced in Article I below, but also (i) the Additional Premises and (ii) all the fixtures, improvements, tenements and appurtenances, thereunto belonging to the Premises or Additional Premises or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all time."

c) The following is hereby inserted as the last sentence to Article II:

"Notwithstanding anything above to the contrary, the term for Tenant's occupancy of the Additional Premises shall commence on May 1, 2022 and terminate on December 31, 2022 (the "Additional Premises Term"), and in no event shall such Additional Premises Term be extended unless mutually agreed upon in writing by Landlord and Tenant."

d) The following is hereby inserted as the last sentence of Article III:

"Notwithstanding the foregoing, no such option shall be permitted with respect to the Additional Premises."

e) The following is inserted as Paragraph 36 to Article V of the Lease:

“36. Fixtures and Interior Alterations to Additional Premises. Lessee may construct, build, and install in the Additional Premises any and all racks, counters, shelves, lighting, paint and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Lessee's business, which racks, counters and other fixtures and other equipment shall at all times be and remain the property of Lessee, and Lessee shall have the right to remove all or any part of the same from said Demised Premises at any time so long as Lessee is not in default of the terms and provisions of this Lease; provided, (i) Lessee shall repair or reimburse Lessor for the cost of repairing any damage to said Demised Premises resulting from the installation or removal of such items; (ii) Lessee shall obtain any required licenses or permits from the City of Atlanta or other applicable governing body; (iii) Lessee shall perform any alterations in a good and workmanlike manner using the highest quality materials; and (iv) Lessee receives written approval of all plans and specification for any such modification, such approval not to be unreasonably withheld, conditioned or delayed.”

3. Miscellaneous.

(a) This First Amendment is governed by and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of laws provisions of such State.

(b) This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted heirs, successors and permitted assigns.

(c) The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.

(d) This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(e) This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. To the extent the terms of this First Amendment and the Lease conflict with each other, this First Amendment shall control.

[Balance of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of above written.

LANDLORD:

TENANT:

SK ARO, LLC,
a Delaware limited liability company

FULTON COUNTY, GEORGIA

By: _____
Shaneel Lalani, Manager

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

The Additional Premises

