

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2019-153

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO A LEASE AGREEMENT WITH BROTHERS PROPERTIES PHOENIX, LLC FOR THE LEASE OF OFFICE SPACE LOCATED AT 1895 PHOENIX BOULEVARD, ATLANTA, GEORGIA, FOR USE BY THE CLAYTON COUNTY BOARD OF HEALTH; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT AND TO OTHERWISE PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO AMEND THE BUDGET WHERE NECESSARY TO REFLECT AN APPROPRIATE REVENUE SOURCE AND EXPENSE ALL AS MAY BE REQUIRED UNDER THE TERMS OF THE AGREEMENT; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Clayton County currently leases certain office space located at 1895 Phoenix Boulevard, Atlanta, Georgia, for use by the Clayton County Board of Health; and

WHEREAS, the Board of Commissioners deems it in the best interest of Clayton County and the County will best be served by renewing the Lease Agreement providing for terms and conditions under which the premises will be leased.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS

OF CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

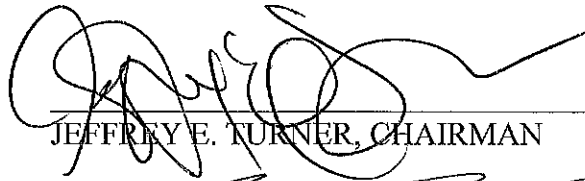
Section 1. The Board of Commissioners hereby authorizes Clayton County to enter into a Lease Agreement with Brothers Properties Phoenix, LLC for lease of office space at 1895 Phoenix Boulevard, Atlanta, Georgia, for use by the Clayton County Board of Health. The Board of Commissioners hereby authorizes the Chairman to execute the Lease Agreement and to perform all other acts necessary to accomplish the intent of this

Resolution. Further, the Board of Commissioners authorizes the Chief Financial Officer to amend the Budget where necessary to reflect an appropriate revenue source and expense, all as may be required under the terms of the Agreement. The Lease Agreement shall be in substantially the form attached hereto, subject to such minor changes, insertions or deletions as the Chairman of the Board of Commissioners may approve.

Section 2. This Resolution shall become effective upon its approval by the Board of Commissioners.

SO RESOLVED, this the 3 day of December, 2019.

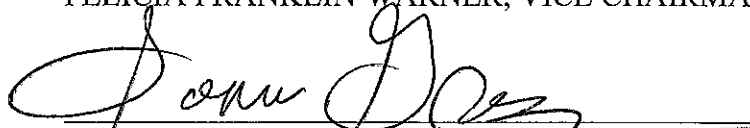
CLAYTON COUNTY BOARD OF COMMISSIONERS



JEFFREY E. TURNER, CHAIRMAN



FELICIA FRANKLIN WARNER, VICE CHAIRMAN



SONNA GREGORY, COMMISSIONER




GAIL HAMBRICK, COMMISSIONER



DEMONT DAVIS, COMMISSIONER

ATTEST:



BRENDA B. JAMES, CLERK

FIRST AMENDMENT TO LEASES

This **FIRST AMENDMENT TO LEASES** ("First Amendment") is made and entered into this ____ day of December, 2019 by and between **Brothers Properties Phoenix, LLC**, a Georgia limited liability company ("Landlord"), and Clayton County, Georgia, a public body, corporate and politic ("Tenant").

WHEREAS, Brothers Properties Phoenix, LLC and Clayton County, Georgia entered into that certain Lease Agreement dated May 29, 2018 ("Lease I") for that certain premises containing 15,814 square feet of rentable space consisting of Suites 450 & 499 (collectively referred to as "Suite 450")("Premises I") as well as a Lease Agreement dated November 14, 2018 ("Lease II") for that certain premises containing 5,096 square feet of rentable space consisting of Suite 355 ("Premises II") ("Premises I" and "Premises II" may collectively be referred to herein as the "Premises" except where specific requirements or obligations related to the individual premises are described below) all located in the One Crown Center ("Shopping Center) at 1895 Phoenix Blvd., Atlanta, GA 30349 as more particularly described in Lease I and Lease II (collectively Lease I and Lease II may be referred to as "Leases" except where specific requirements or obligations related to a specific lease are set forth below), respectively, and the exhibits attached thereto which description is incorporated herein by reference; and

WHEREAS, the Parties mutually desire to amend the Leases and to further extend the term of the individual Leases pursuant to the terms set forth herein:

NOW, THEREFORE, in consideration of the mutual promises of the parties and in consideration of the sum of Ten Dollars (\$10.00) paid by each party to the other, sufficiency of which is hereby acknowledged; Landlord and Tenant hereby amend the Lease as follows:

1. Landlord and Tenant wish to extend the Term of the Lease as provided for herein. The Term, under Lease I, shall be extended to and through June 30, 2020. The Term, under Lease II, shall be extended to and through December 31, 2019.
2. Minimum Rent Schedule during the extension of Term in the respective Leases shall be as follows, commencing on the 1st of the Month immediately following mutual execution hereof:

Suite 450 (Lease I)

Term Extension	Rate/SF	Annually	Monthly
01/01/20 – 6/30/2020	\$16.75.00	\$264,884.50	\$22,073.71

Suite 355 (Lease II)

Term Extension	Rate/SF	Annually	Monthly
12/01/19 -12/31/19	\$16.75.00	\$85,358.00	\$7,113.17

CAM, Taxes and Insurance provisions as provided in the Leases shall continue to escalate as provided for in the Leases.

3. Any notice to Landlord shall additionally be copied to:

GIACOMA ROBERTS & DAUGHDRILL, LLC
Attn: Brian E. Daughdrill
Resurgens Plaza, Suite 2750
945 E. Paces Ferry Road NE
Atlanta, Georgia 30326

4. All other terms and conditions of the Lease shall remain unchanged and in full force and effect, and are hereby ratified and reaffirmed by the parties hereto.

5. No Improvements by Landlord: Notwithstanding anything to the contrary contained in the Lease or any amendments, except as expressly provided for herein, Landlord shall have no obligation to construct or install any improvements to the Premises or to provide any allowance for improvements therefor as part of these extensions.

6. Entire Agreement/Severability. There exist no understandings, agreements, promises or representations between Tenant and Landlord pertaining to Landlord's acceptance of this First Amendment other than those expressly set forth herein. If any provision of this First Amendment is deemed unenforceable or invalid by a court of competent jurisdiction it shall not impair or restrict the operation and validity of the rest of this Amendment.

7. Estoppel and Release. Tenant agrees that (a) Landlord is not in default under any term of the Lease; (b) all obligations and conditions under the Lease to be performed to date by Landlord have been performed or satisfied; (c) no event has occurred which, with the passage of time or the giving of notice or both, would constitute an event of default by Landlord under the Lease as amended; and (d) Tenant has no current defense or claim against Landlord or right to offset against any rents payable to Landlord under the Lease or otherwise. Tenant, in consideration of the execution of this First Amendment by Landlord, does hereby release, discharge and covenant not to sue Landlord, its employees, officers, directors, agents, representatives and assigns for any claim, suit, or causes of action, in law or equity, arising directly or indirectly out of or pursuant to the Lease or Tenant's use of and occupancy of the Premises arising prior to the effective date of this Amendment.

8. Ratification. Except as amended herein, all other terms, covenants and conditions of the Lease, as previously amended, remain unchanged and in full force and effect.

9. Binding Effect. This First Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease to be executed on the date first above written.

LANDLORD:

Brothers Properties Phoenix, LLC

By: _____

Title: _____

TENANT:

Clayton County, Georgia

A subdivision of the State of Georgia

BY:

Title:

Date: _____