

FIRST AMENDMENT TO SUBLEASE

THIS FIRST AMENDMENT TO SUBLEASE, hereinafter “Amendment”, entered into by and between COLUMBUS, GEORGIA, a city-county consolidated government, hereinafter referred to as “Sublessor”, and COLUMBUS DEPARTMENT OF PUBLIC HEALTH – DISTRICT CHILD HEALTH PROGRAM, hereinafter referred to as “Sublessee”.

WHEREAS, Sublessor and Sublessee entered into a Sublease on _____, 2020, hereinafter “Sublease”, in regard to certain commercial premises located at 5601 Veterans Parkway, Columbus, Muscogee County, Georgia 31904, hereinafter referred to as “Premises”, all as is more particularly described in such Sublease, the provisions of which Sublease are incorporated by reference herein and made a part hereof, except, only, as amended hereby;

WHEREAS, the parties hereto wish to amend the Sublease to add 1,071 square feet to the 3,925 square feet being presently leased thereunder, which additional space will be lease at the rate of \$10.00 per square foot, being a sum of \$10,710 per annum or \$892.50 per month, all as stipulated herein, and

WHEREAS, the Parties hereto desire to amend the provisions of such Sublease, all in accordance herewith and pursuant hereto.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the Parties hereto do agree as follows, to-wit:

¶ 1.

There shall be added a new Section (iii) to Sub-section (g) of Section 1, entitled “Definitions”, of such Sublease, as follows, to-wit:

“1. Definitions.

(g) (iii) “Premises” shall also mean the area highlighted in orange, more particularly shown on Exhibit “A”, attached hereto and made a part hereof, consisting of 1,071 square feet of the improvements located at 5601 Veterans Parkway, Columbus, Georgia 31904, together with access of ingress, regress and egress thereto and therefrom and parking thereon, but which access and parking rights may only be exercised in common with Sublessor or Sublessor’s other sub-lessees leasing the real property and improvements more particularly described on Exhibit “B”, hereinafter “property”, an additional portion of which Property and improvements located thereupon is also being subleased by Sublessor to Sublessee hereunder.”

¶ 2.

There shall be added a new Section (i) to Sub-section (b) of Section 2, entitled “Sublease of Premises”, of such Sublease, as follows, to-wit:

“2. Sublease of Premises.

(b) (i) In addition to the space allotted to Sublessee for the conduct of its business, there shall also be additional space allotted to Sublessee for the conduct of its business consisting of approximately 1,071 square feet, all as shown colored in orange on Exhibit “A” attached hereto and made a part hereof.”

¶ 3.

There shall be added a new Section (i) to Sub-section (a) of Section 3, entitled “Term”, of such Sublease, as follows, to-wit:

“3. Term.

(a) (i) The initial term for the sublease of such additional space of 1,071 square feet, all in accordance herewith and pursuant, shall commence on July 1 2021, and shall continue until midnight, June 30, 2022.

(ii) Provided, further, however, that in the event Sublessee is in full compliance with all of the terms, conditions, and provisions contained herein and in the Sublease made a part hereof, and current in all payments to Sublessor due hereunder and in the Sublease made a part hereof, then Sublessor grants to Sublessee the absolute right, privilege and option to extend the term of this Amendment to such Sublease for additional successive and consecutive periods of one (1) year each, commensurate with the Sublease Year of July 1 to June 30. Such renewal terms shall commence on July 1 and shall terminate at midnight before the next anniversary date hereunder, all under the same exact terms, conditions and provisions contained herein, except that the monthly rental to be paid in accordance with Section 4 hereof shall increase, all as provided therein.

(iii) Such options to renew the within Amendment to Sublease must be exercised by Sublessee giving written notice thereof to Sublessor no later than one hundred and twenty (120) days prior to the next anniversary date hereof. Failing the giving of such notification in accordance herewith, then such options to renew for such additional periods shall lapse and be of no further consequence of affect, whatsoever.

(iv) Provided further that Sublessor may, upon one hundred and twenty (120) days notice to Sublessee, terminate this Sublease, with or without cause, with no further liability on the part of either party hereto, except for such provisions herein which must be or have not been honored for the period prior to such termination or are still expressly in effect thereafter.

(v) In no event shall the within amendment or term for such additional space leased in accordance herewith, as may be extended hereunder, extend beyond the term of such Sublease, as may be extended thereunder.”

¶ 4.

There shall be added a new Section (i) to Sub-section (a) of Section 4, entitled “Rent”, of such Sublease, as follows, to-wit:

“4. Rent.

(a) (i) Sublessee shall pay to Sublessor, at Sublessor's address for notice hereinafter set forth, or at such other place as Sublessor may specify, in writing, from time to time hereafter, without any right of set-off or deduction, and without any prior notice or demand, the Basic Rent of Ten Thousand Seven Hundred Ten Dollars (\$10,710.00), per year, for such additional 1,071 square feet being lease hereunder, during the initial term of this Sublease, commencing July 1, 2021 through midnight, June 30, 2022. Such Basic Rent shall be paid at the rate of \$892.50 per month, such Rent shall be paid commencing July 1, 2021, and thereafter, on the first day of each successive calendar month thereafter and including June 1, 2022,

¶ 5.

As aforesaid, all provisions of said Sublease, as incorporated by reference herein and made a part hereof, are hereby amended, modified and supplemented, effective July 1, 2021, to conform herewith, but in all other respects shall continue in full force and effect, all as provided for therein, with the Parties hereto being bound by all of the original terms and conditions thereof, except, only, as it otherwise, expressly and specifically, amended, modified and supplemented herein.

¶ 6.

In the event of any conflict between the terms of said Sublease, dated _____, 2021, and the terms hereof, then the terms hereof shall prevail, in all respects, so as to fully resolve any such conflict.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, on this ____ day of _____, 2021, effective July 1, 2020.

“Sublessor”

COLUMBUS, GEORGIA, a

consolidated city-county government

By: _____

Its: _____

(SEAL OF CITY)

[ADDITIONAL SIGNATURES TO FOLLOW]

“Sublessee”

COLUMBUS DEPARTMENT OF PUBLIC
HEALTH – DISTRICT CHILD HEALTH
PROGRAM

By: _____

Its: _____

(SEAL)

Exhibit A

