

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPERATING AGREEMENT (“Amendment”) is made and entered into as of the _____ day of June, 2019 (“Effective Date”), by and between the **MAYOR and ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**: a municipal corporation created and existed under the laws of the State of Georgia, hereinafter called “City” and **METZGER MARINE SERVICES, INC.**, a Georgia corporation hereinafter called “Operator.”

WHEREAS, City and Operator are parties to an operating agreement dated the 1st day of July, 2015 governing the use and operation of the Coffee Bluff Marina located at 14915 Coffee Bluff Road, Savannah, Georgia 31419 (the “Premises”); and

WHEREAS, the parties hereto wish to amend certain terms and conditions of the Agreement as hereinafter set out below;

NOW, THEN, THEREFORE, for and in consideration of mutual promises and covenants contained herein and in the Agreement, and for other good and valuable consideration flowing from each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows:

I. GENERAL PROVISIONS

A. Definitions: As used in this First Amendment, all defined terms, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease unless otherwise expressly defined herein.

II. MANAGEMENT FEES

Section 5 of the Agreement is hereby amended to include the following:

YEAR	ANNUAL MANAGEMENT FEE	MONTHLY PAYMENT
YEAR 5	\$9,000.00	\$750.00
YEAR 6	\$12,000.00	\$1,000.00
YEAR 7	\$15,000.00	\$1,250.00
YEAR 8	\$18,000.00	\$1,500.00

In addition, Operator shall pay to City percentage rent equating to 10% of gross revenues exceeding \$250,000 per year. Operator shall have an annual audit of its prior year operations and finances prepared by a reputable third party certified public accountant and provide a copy of said audit to City prior to March 1 of each year. Said audit shall report annual gross revenues generated at the Premise and Operator shall remit percentage rent, if applicable, when a copy of the audit is submitted to City.

III. RATIFICATION and REAFFIRMATION

A. No Further Changes. The Agreement, as modified and amended by this First Amendment, is hereby ratified and reaffirmed by City and Operator. Except as specifically amended or modified by this Amendment, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have agreed to the terms of this First Amendment and have hereunto signed under hand and seal on the day and year first above written.

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By: _____
PATRICK MONAHAN
ACTING CITY MANAGER

ATTEST:

WITNESS:

CLERK OF COUNCIL

METZGER MARINE SERVICES, INC

By: _____
MARVIN METZGER

ATTEST:

WITNESS:
