

**FIRST AMENDMENT TO
LEASE AGREEMENT**

This First Amendment to the Lease Agreement (this "**Amendment**") is made and entered into as of the ___ day of February, 2020, by and between the **Mayor and Aldermen of the City of Savannah, a municipal corporation organized under the laws of the State of Georgia** ("**Landlord**"), and **Yarra, LLC, a limited liability Georgia corporation** ("**Tenant**").

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated June 01, 2019, regarding real property more particularly described in the Lease Agreement,

WHEREAS, Landlord and Tenant desire to amend the Lease Agreement through this Amendment,

WHEREAS, the Lease Agreement and this Amendment shall collectively be referred to as the "Agreement."

NOW, THEREFORE, for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are deemed by the parties to be true and correct and are incorporated herein by this reference to be binding upon the parties the same as if set forth in full in this paragraph.

2. **Definitions.** Any term not expressly defined in this Amendment shall have the definition contained in the Agreement.

3. **Leased Premises.** Section 1 of the Lease is hereby amended to include an additional approximately 714 square feet of building area (more commonly known as the former "Green Room") bringing the total leased area to approximately 3,714 square foot plus the outdoor café area; all generally depicted on the revised Exhibit A attached and incorporated hereto.

4. **Fixed Minimum Annual Rent.**



(a) *First Year.* Fixed minimum rent ("Base Rent" for the First Year, as defined in Section 2.1(a)(i) is hereby modified to \$89,136 per year, payable in monthly installments of \$7,428. Rent payable shall be pro-rated upon execution of this Amendment.

(b) *Subsequent Years.* Rent escalation rate in subsequent years, as defined in Section 2.1(a)(iii), shall remain at two and a half percent (2.5 Percent) per year, effective each June. Fixed annual rent in Year Two of the lease is hereby amended to be \$91,364.40 effective June 2020 and payable in monthly installments of \$7,613.70; fixed annual rent in Year Three of the lease is hereby amended to \$93,648.51 effective June 2021 and payable in monthly installments of \$7,804.04; and future years are hereby amended to the prior rate escalated by two and a half percent (2.5%) per year.

5. **Use of Premises by Landlord.** Landlord reserves the right to use the former "Green Room" for a maximum of 10 (ten) hours per calendar month at no cost. Use of the "Green Room", for the purposes of meetings and/or park events, shall be requested by the Landlord at least 24 hours in advance and is contingent upon availability and approval from the Tenant; said approval shall not be unreasonably withheld or denied.

6. **Landlord Operating Expenses.** Section 3.4 of the Lease is hereby amended to remove the approximate 714 square feet of building area associated with the former Green Room from Landlord operating responsibility and expenses. Landlord will only be responsible for operating responsibility and expenses associated with the public bathrooms and associated lobby area.

7. **Miscellaneous.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Amendment, by transmitting a signed copy hereof, by facsimile or by electronic messaging, to the other party hereto and to the Escrow Agent. This Amendment shall govern in the event of any conflict with the Agreement. The Agreement, as amended hereby, is ratified and reaffirmed, constitutes the binding obligation of the parties hereto, and remains in full force and effect. The undersigned have full power and authority to sign on behalf of the respective entity.

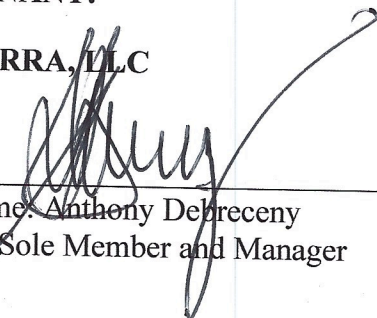
[Signature Page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first set forth above.

TENANT:

YARRA, LLC

By: 
Name: Anthony Debreceeny
Its: Sole Member and Manager

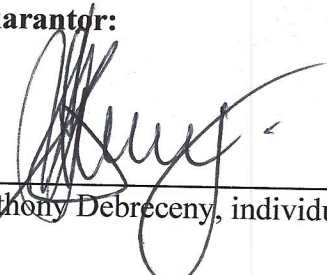
PURCHASER:

**THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH**

By: _____
Name: Patrick C. Monahan
Title: City Manager

Consented to by:

Guarantor:

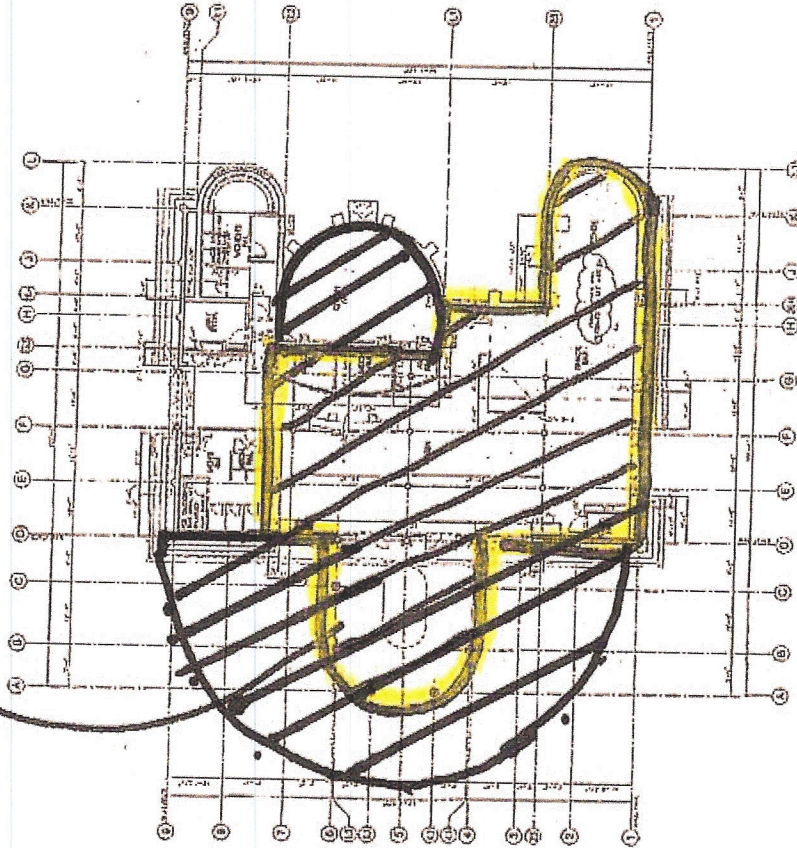


Anthony Debreceeny, individually



Lease Premises

EXHIBIT A
Lease Premises



[Handwritten Signature]

2.12.20.

Initial each page:

Landlord

Tenant