

**FIRST AMENDMENT TO  
LEASE AGREEMENT**

This First Amendment to the Lease Agreement (this "**Amendment**") is made and entered into as of the \_\_\_ day of June, 2020, by and between the **J.L. McIntosh, As Trustee of the 2250 East Victory Drive Trust, a Trust ("Landlord")**, and **Mayor and Aldermen of the City of Savannah, a municipal corporation organized under the laws of the State of Georgia ("Tenant")**.

**WITNESSETH**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease Agreement dated October 31, 2017, 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. **Base Rent.**

(a) So long as no event of Default has occurred, fourteen percent (14%) of the monthly Base Rent due from July 1, 2020 to December 31, 2020 (the "**Deferral Period**") for total of \$10,595.76, shall be deferred until the Repayment Commencement Date (as hereinafter defined) (the foregoing deferred amount hereinafter referred to as the "**Deferred Rent**"). Outline of Deferred Rent follows:

- July 1, 2020 through October 31, 2020 - \$1,748.32 per month
- November 1, 2020 through December 31, 2020 - \$1,801.24 per month

Commencing on January 1, 2021, Tenant shall resume paying one hundred percent (100%) of monthly Base Rent in accordance with the terms of the Lease. Notwithstanding the foregoing, Tenant shall continue to pay all other amounts due under the Lease in full and observe other covenant and conditions of the Lease during the Deferral Period, including, but not limited to, the payment of Additional Rent.

(b) Commencing on January 1, 2021 (the “**Repayment Commencement Date**”) and ending on July 31, 2021 (such period, the “**Repayment Period**”), Tenant shall pay to the Landlord on the first (1<sup>st</sup>) day of each month in addition to and as part of Base Rent, an amount equal to one-sixth (1/6<sup>th</sup>) of the Deferred Rent (i.e., \$1,765.96). Tenant’s repayment of the Deferred Rent to Landlord shall be in addition to all the Tenant’s other obligations under the Lease, including, without limitation, Tenant’s obligation to pay all other Additional Rent under the Lease.

4. **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.

**LANDLORD:**

**J.L. MCINTOSH, AS TRUSTEE OF THE  
2250 EAST VICTORY DRIVE TRUST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

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

By: \_\_\_\_\_

Name: Patrick C. Monahan

Title: City Manager