

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "Amendment"), dated as of July __, 2017 is made by and between **Mayor and Aldermen of the City of Savannah**, a municipal corporation organized under the laws of the State of Georgia ("City") and **River Street Riverboat Company**, a domestic profit corporation organized under the laws of the State of Georgia ("Tenant").

WITNESSETH:

WHEREAS, the parties entered into that certain Lease Agreement having an effective date of December 6, 2011 (the "Agreement"), with respect to certain real property generally described as 249.67 feet of floating dock adjoining the bulkhead in the Rousakis Riverfront Plaza area of the City of Savannah, Chatham County, Georgia (the "Premises"); and

WHEREAS, Tenant has acquired a larger tour boat to enhance the experience of citizens and visitors of the City of Savannah and is seeking to expand the Premises by an additional 75 feet; and

WHEREAS, the City supports the new economic development impact and enhanced services provided by Tenants investment in the larger tour boat and agrees to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of these promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are true and correct and incorporated as if fully set forth herein. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Agreement.

2. **Description of Property and Easements.** Section 1 of the Agreement is hereby amended to include an additional 75 linear feet of bulkhead immediately adjacent to the east of the Premises, so that Tenant may construct and attach additional floating dock space. Therefore, the Premises will hereby consist of 324.67 linear feet of bulkhead and 249.67 linear feet of floating dock space, subject to the following conditions:

- a. All costs associated with the 75 linear foot expansion of floating dock will be the sole responsibility of Tenant. This includes, but is not limited to, design, construction, permitting, and engineering work required.

- b. The expanded floating dock will remain the personal property of the Tenant and, though temporarily affixed to City real property, will not become City real property.
- c. Tenant agrees to cover all costs associated with alterations and/changes that are required on city property and/or docks in order to accommodate the expansion. This includes, but is not limited to, design, construction, permitting, and engineering work required.
- d. The tenant shall leave the city with at least an equal number (3) of water/electrical access points on the remaining City dock space.
- e. Tenant further agrees to allow emergency personnel access to the tenant's gangway for ingress and egress during the time of this agreement.

3. **Rental.** Tenant is currently in the 6th year of the Agreement. Section 4 of the Agreement is hereby amended to increase the base rental amounts due as follows:

YEAR	MINIMUM ANNUAL RENT
6	\$ 41,455
7	\$ 42,230
8	\$ 43,040
9	\$ 43,880
10	\$ 44,780

4. **Miscellaneous.** The parties agree that, except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment shall be governed and construed in accordance with the law of the state in which the Property is located. This Amendment shall inure to the benefit of and be binding upon the permitted heirs, successors and assigns of the parties hereto. This Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This Amendment may be executed by facsimile signature.

5. **Indemnification.** Tenant agrees to indemnify, defend and hold harmless the Mayor and Aldermen of the City of Savannah, Georgia, its successors and assigns, principals, agents, and employees, from any and all claims, including lawsuits, for loss, damage, or injury of any kind or nature sustained by the tenant or its property, or by any agent or employee of tenant, or by any person whosoever, in connection with any matter arising out of this Agreement and/or the provision of services described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

AS TO LESSOR (THE CITY)

THE MAYOR AND ALDERMAN OF THE
CITY OF SAVANNAH, GEORGIA

By: _____
Roberto Hernandez, City Manager
City of Savannah, Georgia
Post Office Box 1027
Savannah, Georgia 31402

Signed, sealed and delivered on
the ____ day of _____, 2017
in the presence of:

Witness: _____

Notary Public: _____

AS TO LESSEE (THE TENANT):

RIVER STREET RIVERBOAT COMPANY

By: _____
Jonathan Cloughton, President
Post Office Box 10086
Savannah, GA. 31412

Signed, sealed and delivered on
the 28 day of June, 2017
in the presence of:

Witness: _____

Notary Public: _____
Janice Olivia Jenkins

JANICE OLIVIA JENKINS
NOTARY PUBLIC, CHATHAM COUNTY, GEORGIA
MY COMMISSION EXPIRES: FEBRUARY 19, 2019