

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement ("Amendment") is made and entered into as of the ___ day of February, 2018, by and between the **Mayor and Aldermen of the City of Savannah**, a municipal corporation organized under the laws of the State of Georgia ("Seller"), and **BRYSON READ, LLC** ("Purchaser").

WITNESSETH

WHEREAS, Purchaser and Seller are parties to that certain Purchase and Sale Agreement dated May 23, 2017, regarding real property more particularly described in the Purchase and Sale Agreement;

WHEREAS, Purchaser and Seller desire to amend the Purchase and Sale Agreement through this Amendment;

WHEREAS, the Purchase and Sale 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. **Purchaser's Entitlement Period.** The Entitlement Period, as defined in Section 4.1(c) of the Agreement, is hereby extended so that the Entitlement Period shall expire on May 18, 2018.

4. **Closing.** The Closing Date, as defined in Section 6.1 of the Agreement, is hereby extended so that the Closing Date shall occur no later than July 17, 2018.

5. **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 to Follow]

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

SELLER:

PURCHASER:

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

BRYSON READ LLC,
a Georgia limited liability company

By: _____
Name: Roberto Hernandez
Title: City Manager

By: Geyer Morris Company, LLC
a Texas limited liability company, its
Manager

By: _____
Name: _____
Title: _____