

SECOND AMENDMENT TO SINGLE-TENANT OFFICE BUILDING LEASE

This Second Amendment to Single-Tenant Office Building Lease (“**Amendment**”) is made as of _____, 2020 (“**Effective Date**”), by and between GREAT DANE LLC, a Delaware limited liability company (“**Landlord**”), and the MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia (“**Tenant**”).

RECITALS

Landlord and Tenant are parties to that certain Single-Tenant Office Building Lease dated December __, 2017, as amended by that certain First Amendment to Single-Tenant Office Building Lease dated December __, 2018 (together, the “**Existing Lease**”, and the Existing Lease as amended by this Amendment, the “**Lease**”), for approximately 2.6 acres including a two story office building and two story annex building commonly known as 602 E. Lathrop Avenue (the “**Building**”), the garage area, the parking area, all as further described in the Lease (the “**Premises**”).

Landlord and Tenant desire to amend the Existing Lease to provide Tenant with a temporary deferral of Base Rent and to otherwise modify the Existing Lease as set forth herein due to the detrimental economic impacts of the COVID-19 pandemic.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used herein which are not defined in this Amendment shall have the meanings ascribed to such terms in the Existing Lease.

2. **Recitals.** The Recitals are incorporated as if fully set forth herein and are true and correct in all material respects.

3. **Representations and Warranties.** Tenant represents and warrants that (a) the Existing Lease is in full force and effect, (b) the Existing Lease has not been assigned or encumbered by Tenant, (c) Tenant knows of no defense or counterclaim to the enforcement of the Existing Lease, (d) to Tenant's knowledge and except as expressly provided in this Amendment, Tenant is not entitled to any offset, abatement or reduction of rent under the Existing Lease, (e) Tenant has completed its Improvement Requirement, and (f) to Tenant's knowledge neither Landlord nor Tenant is in default under any of its obligations under the Existing Lease. Landlord represents and warrants that to its knowledge neither Landlord nor Tenant is in default under any of its obligations under the Existing Lease.

4. Base Rental.

(a) So long as no event of Default has occurred, twenty five percent (25%) of the monthly Base Rent due from July 1, 2020 to December 31, 2020 (the “**Deferral Period**”) in the monthly amount of \$7,559.25 (for a total of \$45,355.50) shall be deferred until the Repayment Commencement Date (as hereinafter defined) (the foregoing deferred amount hereinafter referred to as the “**Deferred Rent**”). 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. For the avoidance of doubt, no Base Rent shall be deferred if an event of Default occurs. Notwithstanding the foregoing, Tenant shall continue to pay all other amounts due under the Lease in full and observe other covenants 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 December 31, 2021 (such period, the “**Repayment Period**”), Tenant shall pay to Landlord on the first (1st) day of each month in addition to and as part of Base Rent, an amount equal to one-twelfth (1/12th) of the Deferred Rent (i.e., \$3,779.63). Tenant’s repayment of the Deferred Rent to Landlord shall be in addition to all of Tenant’s other obligations under the Lease, including, without limitation, Tenant’s obligation to pay all other Additional Rent under the Lease.

5. **Certain Representations of Tenant.** Tenant hereby represents and warrants that: (i) Tenant has the municipal power to enter into and perform its obligations under this Amendment and the Lease; (ii) this Amendment and the Lease have been authorized by all necessary municipal action; (iii) this Lease is binding on and enforceable against the Tenant, and that the Landlord may bring an action for enforcement of this Lease against Tenant in a federal or state court located in Chatham County, Georgia.

6. **Brokers.** Each party represents and warrants to the other that they have not dealt directly with any brokers or finders in connection with this Amendment, and that insofar as they know no broker or finder negotiated this Amendment or is entitled to any commission in connection therewith. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all costs expenses, claims and liabilities (including reasonable attorneys' fees and disbursements) which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Amendment, and/or the above representation being false.

7. **Successors and Assigns.** The terms, covenants and conditions contained in this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. **Entire Agreement; Choice of Law.** The Existing Lease as amended by this Amendment, supersedes all prior negotiations, representations, understandings and agreements of, by or between the parties concerning the subject matter hereof, which shall be deemed fully merged herein; shall be construed and governed by the laws of the State of Georgia, and may not be changed or terminated orally.

9. **Existing Lease in Full Force and Effect.** Except for the provisions of this Amendment, all of the terms, covenants, and conditions of the Existing Lease, and all the rights and obligations of Landlord and Tenant thereunder, shall remain in full force and effect during the Term and any extension thereof, and are not otherwise altered, amended, revised, or changed.

10. **Non-Binding Until Fully Executed.** Submission of this Amendment by Landlord to

Tenant for examination and/or execution shall not in any manner bind Landlord and no obligations on Landlord shall arise under this Amendment unless and until this Amendment is fully signed and delivered by Landlord and Tenant.

11. **Counterparts.** This Amendment may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. For purposes of this Amendment and the rights of the parties to enforce it, a facsimile or other electronic transmission of a signature shall have the same force and effect as an original signature.

12. **Limitation on Landlord's Liability.** The liability of Landlord for Landlord's obligations under the Lease shall be limited to Landlord's interest in the Building and the land thereunder and Tenant shall not look to any other property or assets of Landlord or the property or assets of any partner, shareholder, director, officer, member, manager, principal, employee or agent, directly and indirectly, of Landlord (collectively, the "**Parties**") in seeking either to enforce Landlord's obligations under the Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under the Lease.

[signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the date first above written.

LANDLORD:

GREAT DANE LLC, a Delaware limited liability company

By: David M. Rubin

Name: David M. Rubin

Its: Vice President

TENANT:

MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia

By: _____

Name: _____

Its: _____