

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the "Amendment") is entered into and effective as of this _____ day of _____, 2018 (the "Effective Date"), by and between CPC MCALPIN SQUARE, LLC, a limited liability company ("Landlord") and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized and existing under the laws of the State of Georgia ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into and executed that certain Short-Term Shopping Center Lease Agreement, dated March 25, 2013 (the "Original Lease"), as amended by that certain First Amendment, dated on or around September 29, 2014 the "First Amendment"; amended by that certain Second Amendment, dated on or around July 21, 2017 (the "Second Amendment"; the Original Lease, as modified and amended by the First Amendment, the Second Amendment, and as modified and amended herein, is the "Lease"), which Lease is for that certain premises (the "Premises") more particularly described therein and located at McAlpin Square Shopping Center, in Savannah, Georgia (the "Shopping Center"), which Premises is presently operated as a police substation; and

WHEREAS, Landlord and Tenant have agreed to further modify and amend the Lease, on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of ten (\$10.00) dollars in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

1.

The above and foregoing recitals are hereby declared by the parties to be true and correct, and are thus incorporated herein by reference. All defined terms otherwise defined herein in this Amendment shall have the same meaning ascribed to such terms in the Lease, unless otherwise specifically provided in this Amendment.

2.

The "Lease Term", as defined in the Lease, which is scheduled to expire on July 31, 2020, is hereby renewed and extended for three (3) additional years (the "Second End of Term Renewal"), so that the "Lease Term" shall instead expire on July 31, 2023 (the "Termination Date"). Tenant shall not be required to pay any Minimum Rent or additional rent during the Second End of Term Renewal.

3.

The following shall be added to and made a part of the Lease:

Landlord reserves the right at any time during the Lease Term (including the Second End of Term Renewal) to change the location of the Premises upon thirty (30) days' prior written notice to Tenant. Landlord shall offer to Tenant an alternative location (the "**Relocation Space**") in the Shopping Center that is generally comparable in size to the Premises. Landlord, at Landlord's cost and expense, shall complete the leasehold improvements to the Relocation Space in accordance

with the working drawings originally approved by Landlord with respect to Tenant's initial occupancy of the Premises. Landlord shall reimburse Tenant for the reasonable actual out-of-pocket costs Tenant incurs which are directly related to such relocation, which costs shall be for moving, changing stationery and relocating telephone equipment. Such reimbursement shall be made within thirty (30) days after Tenant provides Landlord with sufficient evidence of such costs.

If the parties agree on the Relocation Space, then Landlord and Tenant shall promptly enter into an amendment modifying this Lease only with respect to the description of the Premises. If Tenant refuses to relocate to the Relocation Space or promptly enter into such amendment, then Landlord may terminate this Lease upon delivery to Tenant of a written notice ("**Termination Notice**") terminating this Lease, and neither party shall have any further liability to the other. Tenant shall vacate the Premises within thirty (30) days after receiving the Termination Notice. Tenant shall deliver possession of the Premises to Landlord, within fifteen (15) days after the date Tenant conducts any business in the Relocation Space, in the condition required pursuant to this Lease. From and after the date Tenant takes possession of the Relocation Space, any and all references in this Lease to the Premises shall be deemed to be references to the Relocation Space.

4.

Authority. Each person executing this Amendment, by his or her execution hereof, represents that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Amendment against such party following such execution.

5.

Effect of Amendment. Any and all terms and provisions of the Lease are hereby modified wherever necessary, even though the same may not be specifically addressed herein, so as to conform to the amendment(s) set forth in the preceding paragraph(s) hereof.

6.

Continuance of Lease. Except as expressly modified pursuant to the terms of this Amendment, the Lease and all of the terms and conditions set forth therein shall remain unchanged and in full force and effect, and are hereby reaffirmed, restated and ratified by the parties.

7.

Binding Effect. This Amendment shall be binding upon, and shall inure to the benefit of, Landlord and Tenant, and their respective heirs, legal representatives, successors and assigns.

8.

Entire Agreement. The terms and provisions set forth in this Amendment constitute the entire agreement and understanding between Landlord and Tenant with respect to the specific subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Lease, to the extent inconsistent with the terms and provisions of this Amendment, and any prior oral or written communications between Landlord and Tenant, or their respective agents or representatives) concerning the specific subject matter hereof. No subsequent modification or amendment of the terms and provisions of this Amendment shall be binding or effective unless in writing and signed by Landlord and Tenant.

9.

Counterparts. To facilitate execution, this Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of the parties hereto be contained on any one counterpart hereof. Additionally, for purposes of facilitating the execution of this Amendment, the parties hereto hereby covenant and agree that: (a) the signature pages taken from separate individually executed counterparts of this Amendment may be collated and/or combined to form multiple fully executed counterparts; and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this Amendment via fax machine or over the internet in electronic photostatic format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Amendment shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the date first above written:

Witnesses:

LANDLORD:

CPC MCALPIN SQUARE, LLC, a Delaware limited liability Company

By: _____ (SEAL)

Name: _____

Title: _____

By: _____

By: _____

[Signatures continued on next page]

TENANT:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH,
a municipal corporation organized and existing under the laws of
the State of Georgia

By: _____ (SEAL)

Name: _____

Title: _____

By: _____

By: _____