

## **SECOND AMENDMENT TO LEASE AND OPERATING AGREEMENT**

### **(GRAYSON STADIUM LEASEHOLD IMPROVEMENTS)**

**THIS SECOND AMENDMENT TO LEASE AND OPERATING AGREEMENT** (“Second Amendment”) is entered into as of the \_\_\_\_ day of August, 2025, (“Effective Date”) by and between **FANS FIRST ENTERTAINMENT, LLC**, a North Carolina limited liability company (“FFE” or “Tenant”) and **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”).

### **WITNESSETH:**

**WHEREAS**, City is the owner of certain real property known as Grayson Stadium located in Daffin Park, Savannah, Georgia, as more particularly depicted in Exhibit A, attached hereto and made a part hereof (the “Leased Premises”); and

**WHEREAS**, City and FFE entered into that certain Lease and Operating Agreement, dated August 2020 (“Agreement”), which granted Tenant, and Tenant’s agents, employees, guests, and invitees a lease and operating agreement to enter, use, occupy, manage, operate and maintain the Leased Premises; and

**WHEREAS**, City and FFE entered into an Amendment of the Agreement dated October 3, 2024, which governed the City investment of up to Three Million Dollars (\$3,000,000.00) of public SPLOST funds to construct certain public improvements and infrastructure at Grayson Stadium with project management and administration to be provided by FFE at no cost or expense to the City; and

**WHEREAS**, FFE is seeking to make additional leasehold improvements to Grayson Stadium and construct an approximate 10,000 square-foot stand-alone locker and team support facility (the “Leasehold Improvements”) and will invest its own private sources of capital to design, build, operate, and maintain the Leasehold Improvement and requisite site work; and

**WHEREAS**, the Leasehold Improvements will be privately used and operated by FFE during the term of the lease, but will become City public real property upon expiration of the Lease; and

**WHEREAS**, pursuant to Section 3.4 of the Lease, any renovations or new construction by Tenant to the Leased Premises shall require the review and approval of the City; and

**WHEREAS**, the City and FFE wish to enter into this Second Amendment to articulate and memorialize their obligations to one another with respect to the use of City property for FFE development of the Leasehold Improvements.

**NOW THEREFORE**, in consideration of the agreements set forth herein below, and other good and valuable considerations the receipt and sufficiency of which are hereby

acknowledged, the City and FFE (collectively, the “Parties”; separately, a “Party”) agree as follows:

1. **Incorporation of the Recitals.** The foregoing recitals of this Amendment are incorporated herein as if fully set out below.

2. **City Agreements.** City hereby agrees as follows:

(a) City herein agrees to expand the Leased Premises as originally defined in the Lease to include additional lands between the existing left/center outfield wall and the adjoining City dog park, and the revised Leased Premises (“Amended Leased Premises”) as generally depicted on Exhibit B attached hereto and referenced herein.

(b) City will vacate use of the storage bay areas on the first base side of the facility and no longer restrict parking in front of those storage bays. City will have up to nine months from the Effective Date of this Amendment to relocate equipment and contents and vacate these bays.

(c) If legally permissible, the City agrees to waive all permit fees, tap-in fees, water surcharge fees, sewer tap-in fees and sewer surcharge fees, and impact fees (collectively, “Fees”) for the development and construction of the Leasehold Improvements.

(d) The City shall expressly have no obligation to fund any Costs for the development and construction of the Leasehold Improvements and all such Leasehold Improvement development and construction costs shall be paid by FFE.

3. **FFE Agreements.** FFE hereby agrees as follows:

(a) FFE, or the agents, contractors, or subcontractors of FFE, shall oversee the production of the design and construction plans for the Leasehold Improvements and shall provide such plans to the City for review, approval, and permitting in City’s sole discretion, at no expense to the City; said preliminary concept and floor plans of the Leasehold Improvements are attached hereto as Exhibit C.

(b) FFE shall oversee the construction of the Leasehold Improvements to ensure that they are constructed in a good and workmanlike manner. Before the date on which the construction starts, FFE, or the agents, contractors, or subcontractors of FFE, shall obtain, and at all times during the term of this Second Amendment maintain, all necessary licenses and consents and comply with all relevant laws, regulations, rule, regulations and ordinances applicable to the provision of the construction of the Improvements.

(c) FFE shall be solely responsible for the cost developing and constructing the Leasehold Improvement; the cost of which is estimated at approximately Three Million Dollars (\$3,000,000).

(d) FFE shall provide the City with financial assurance by way of bond, letter of credit, or other financial instrument for the cost to complete development and construction of the Leasehold Improvements. City shall have the right to call upon this bond, letter of credit, or comparable financial instrument to complete the development and construction of the Leasehold Improvements if FFE fails to complete the Leasehold Improvements and receive a Certificate of Occupancy by December 31, 2026.

(e) FFE shall be responsible for all FFE personnel (which includes, without limitation, FFE employees, subcontractors and independent contractors) and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

(f) FFE, in the exercise of its obligations herein, or in the performance of any duties under this Amendment, shall not cause or permit any financial, mechanic's, or materialman's liens to attach to or to be perfected or enforced against the Leased Premises on which FFE performs work or causes work to be performed. If by reason of any alterations, repair, labor performed or materials for or on behalf of FFE any liens of any kind shall be filed, claimed, perfected or otherwise established as provided by law against the Amended Leased Premises on which FFE performs work or causes work to be performed, FFE shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after notice from the City.

(g) FFE shall be responsible to the City for acts and omissions of FFE's employees, subcontractors and their agents and employees, and other persons or entities performing all or portions of the work to construct the Leasehold Improvements for or on behalf of FFE or any of its subcontractors.

(h) During the term of this Amendment, FFE shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of FFE under this Amendment. Upon City's request, FFE shall provide the City with a certificate of insurance from FFE's insurer evidencing the insurance coverage specified in this Amendment. The certificate of insurance shall name the City as an additional insured. FFE shall provide the City with 30 days' advance written notice in the event of a cancellation or material change in FFE's insurance policy. Except where prohibited by law, FFE shall require its insurer to waive all rights of subrogation against the City's insurers and the City. FFE shall also provide Workers Compensation and Employers Liability covering \$500,000.00 and shall provide a certificate of insurance to the City evidencing such coverage upon executing this Amendment.

(i) FFE shall indemnify, defend, and hold harmless the City and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind,

including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Amendment, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), relating to, arising out of or resulting from: (i) any claim of a third party arising out of or occurring in connection with FFE's negligence, willful misconduct, or breach of this Amendment, (ii) any negligent or willful acts and/or omissions of FFE and/or its employees, agents, other contractors or subcontractors and/or (iii) performance of the construction of the Improvements.

4. **Operations, Utilities, and Maintenance.** FFE shall be solely responsible for the operations, maintenance, janitorial/cleanliness, security, utilities, ordinary repair, and any and all costs associated with development, construction, use, and occupancy of the Amended Leased Premises. FFE shall work with Georgia Power to have all electric services at the Amended Leased Premises metered into a new FFE account and FFE shall pay all electric expenses incurred after the Effective Date of this Agreement. City shall no longer have any responsibility to provide maintenance, repair, janitorial, or utility services and associated costs at the Amended Leased Premises except the following:

- (a) City shall continue to pay any and all applicable water and sewer consumption charges.
- (b) City shall pay any capital repair/replacement costs or reimburse FFE for any emergency capital repair/replacement costs which exceeds \$10,000 per item of repair/replacement up to a maximum of \$25,000 per item. Any capital repair/replacement that exceeds \$25,000 shall be procured and paid by the City.

5. **Tenant Operations and Maintenance.** Section 3.2 of the Lease Agreement is hereby modified so that FFE shall be solely responsible for the duties and costs of janitorial services and/or supplies at the amended Leased Premises. The City shall no longer have any duties or costs to provide janitorial services and/or supplies at the Leased Premises.

6. **Trash and Debris.** Section 3.8 of the Lease Agreement is hereby amended so that FFE shall be solely responsible for all duties and costs associated with trash and debris collection and removal to designated dumpsters at the Leased Premises for pickup by the City of Savannah Sanitation Department. The City shall no longer have any duties or costs associated with collecting and removing any trash and debris at the Leased Premises that is not deposited in the designated dumpsters.

7. **Tenant Capital Improvements.** Tenant exercised the Option to renew the Agreement pursuant to Section 4.4 of the Agreement and has extended the Term for an additional five-year renewal term. Accordingly, Tenant and City must agree upon the dollar amount and scope of capital improvements Tenant will make to the Leased Premises during the Renewal Term. Tenant and City hereby agree that Tenant will make an additional investment of at least Two Hundred Fifty Thousand Dollars (\$250,000) in public improvements (as evidenced by receipts paid) to the Leased Premises during the Renewal Term and this capital will primarily be used to replace sections of obsolete and difficult to maintain wood bench seating in the grandstand area with new more comfortable and easy to maintain chairback seating similar to the

chairback seating already installed in the grandstand area, and other mutually agreeable improvements.

- (a) If for some unforeseen reason FFE fails to invest at least \$250,000 in mutually agreeable capital improvements to Grayson Stadium during the five-year term extension, then FFE will pay to the City the deficit in required capital investment as additional rent at the end of the term extension. For example, if FFE only invests \$200,000 instead of \$250,000, then FFE will pay City the deficit of \$50,000 as additional rent at the end of the term.

8. **City Capital Improvements.** City hereby agrees to stripe designated parking spaces on the main east-west drives in Daffin Park to enhance the delineation and supply of designated parking spaces at the park.

9. **Force Majeure.** The Parties shall use reasonable diligence to perform the work described herein but shall not be liable to each other, or their successors or assigns, for damages, costs, attorneys' fees, reasonably and actually incurred (including costs or attorney's fees on appeal) for breach of contract, or otherwise, for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the Parties. Such causes may include but shall not be limited to, Acts of God, acts of other governmental entities, strikes, lockouts or unavailability of materials.

10. **Agency.** FFE and the City, and their agents, contractors, or subcontractors, shall perform all activities that are outlined in this Amendment as independent entities and not as agents of each other.

11. **Controlling Laws; Jurisdiction; Venue.**

(a) This Amendment and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.

(b) The location for settlement of any and all claims, controversies, or disputes, and any litigation arising out of or relating to any part of this Agreement, or any breach hereof, shall be Chatham County, Georgia. The Parties consent and agree that venue of any civil action arising from or related to this Agreement shall exclusively lie in the State and Superior Courts of Chatham County, Georgia and the United States District Court for the Southern District of Georgia, Savannah Division, and the Parties hereby consent to the jurisdiction of those courts over them.

12. **Miscellaneous.**

(a) Except as amended by this Amendment, all terms and conditions of the Lease shall remain in full force and effect. The undersigned hereby ratify, confirm and reaffirm the Lease, as hereby modified and amended. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

(b) There are no other agreements or understandings, either oral or written, between the Parties affecting this Amendment or the subject matter covered by this Amendment, except as otherwise specifically provided for or referred to herein. No change or addition to, or deletion of, any portion of this Amendment shall be valid or binding upon the Parties hereto unless the same is approved in writing by the Parties.

(c) No Assignment. This Amendment shall not be assignable in whole or in part by a Party without the prior written consent of the other Parties. Any attempted assignment without prior written consent shall be void and of no force or effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

(d) Strict Performance. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Amendment or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Amendment, but each and every covenant, condition, agreement and term of this Amendment shall continue in full force and effect with respect to any other existing or subsequent breach.

(e) Captions and References; Interpretation. The captions and paragraph headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to “Section”, “subsection”, “Exhibit” or “Schedule” shall refer to the corresponding Section, subsection, Exhibit, or Schedule of this Agreement, unless otherwise expressly indicated. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word “including” is used, it shall have the same meaning as “including but not limited to” and “including without limitation.” Any reference in this Agreement to “herein” or “hereof” shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.

(f) Severability. In the event that any court of competent jurisdiction determines that any provision of this Amendment is invalid or unenforceable, such provision shall be deemed an independent provision and such determination shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.

(g) Letter of Assurance. Upon the request of FFE, the City hereby agrees to furnish a letter to FFE stating that (i) this Amendment is in full force and effect (or, if not, the reason that this Amendment is no longer in full force and effect), (ii) there are no defaults under this Amendment (or, if not, the nature of the default(s)), (iii) all amounts due and payable hereunder have been paid in full (or, if not, the outstanding balances due and payable hereunder), and (iv) the amount of projected available SPLOST Funds. The City shall use its best efforts to furnish said letter within ten (10) days after request therefor.

(h) Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter

designated, (ii) upon receipt as evidenced by delivery receipt if sent by a national overnight delivery service (iii) sent by electronic mail or facsimile to the addresses or numbers below if a confirmed receipt, date and time is provided (iv) upon receipt of such notice when deposited in the United States Mail, postage, prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance with:

If to FFE: Fans First Entertainment, LLC  
2934 Bee Road  
Savannah, Georgia 31404  
Phone: (912-712-2482)  
Email: [jared@thesavannahbananas.com](mailto:jared@thesavannahbananas.com)

with a copy to: Hunter, Maclean, Exley & Dunn, P.C.  
Attention: Joshua S. Yellin  
200 East Saint Julian Street  
Savannah, Georgia 31401  
Phone: (912) 236-0261  
Facsimile: (912) 236-4936  
Email: [jyellin@huntermaclean.com](mailto:jyellin@huntermaclean.com)

If to the City: City of Savannah  
Attention: Jay Melder, City Manager  
City Hall, P.O. Box 1027  
Savannah, Georgia 31402  
Phone: (912) 651-6415  
Facsimile: (912) 238-0872  
Email: [jay.melder@savannahga.gov](mailto:jay.melder@savannahga.gov)

with a copy to: Bates Lovett, City Attorney  
Office of the City Attorney  
Post Office Box 1027  
Savannah, Georgia 31402  
Phone: (912) 525-3092  
Email: [blovett@savannahga.gov](mailto:blovett@savannahga.gov)

David Keating, Sr. Director, Real Estate  
P.O. Box 1027  
Savannah, Georgia 31402  
Phone: (912) 651-6521  
Email: [dkeating@savannahga.gov](mailto:dkeating@savannahga.gov)

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**[EXECUTION ON THE FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, each of the Parties has executed and delivered this Amendment under seal as of the date first above written by and through its duly authorized officer or representative.

**FANS FIRST ENTERTAINMENT**, a North  
Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[CITY EXECUTION CONTINUED ON THE FOLLOWING PAGE]**

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

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

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

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

**EXHIBIT A**



## **EXHIBIT B**

**Insert amended site plan**

## **EXHIBIT C**

**Insert preliminary site plan and building concepts**