

## FOURTH AMENDMENT TO LEASE

This FOURTH AMENDMENT TO LEASE (this “**Fourth Amendment**”) is entered into as of \_\_\_\_ day of \_\_\_\_, 2023 (the “**Effective Date**”), by and between **FNRP REALTY ADVISORS LLC**, a Delaware limited liability company (“**Asset Manager**”) as the appointed Asset Manager for **CPC MCALPIN SQUARE LLC, MCALPIN SQUARE TIC 2 LLC, MCALPIN SQUARE TIC 3 LLC, MCALPIN SQUARE TIC 4 LLC, MCALPIN SQUARE TIC 5 LLC, MCALPIN SQUARE TIC 6 LLC, MCALPIN SQUARE TIC 7 LLC, MCALPIN SQUARE TIC 8 LLC, MCALPIN SQUARE TIC 9 LLC, MCALPIN SQUARE TIC 10 LLC AND MCALPIN SQUARE TIC 11 LLC**, each a Delaware limited liability company as tenants-in-common (collectively, “**Landlord**”), and **THE MAYOR AND ALDERMEN OF CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia, d/b/a “**City of Savannah Police Department**” (“**Tenant**”); Tenant and Landlord are, collectively, referred to as the “**Parties**”.

### BACKGROUND INFORMATION

A. Landlord is the current holder of the “**Landlord**” interest and Tenant is current holder of the “**Tenant**” interest under that certain Lease dated March 25, 2013 as amended by that certain First Amendment dated September 29, 2014, as amended by that certain Second Amendment dated July 21, 2017, and as amended by that certain Third Amendment to Lease Agreement dated July 18, 2018 (collectively, the “**Lease**”) for that certain premises commonly known as Space B5 consisting of approximately 1,600 square feet located in the shopping center commonly referred to as McAlpin Square Shopping Center located at 1900 E. Victory Drive, Savannah, GA 31404 (the “**Premises**”);

B. The Term (as defined in the Lease) is currently scheduled to expire on July 31, 2023 and Landlord and Tenant each desire to extend the Lease Term;

C. Landlord and Tenant mutually intend and desire to modify the Lease on and subject to the terms and conditions hereinafter set forth; and

D. Capitalized terms as used herein, unless otherwise defined herein, shall have the same meanings ascribed to those terms in the Lease.

### STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Parties do hereby agree as follows:

1. Effect. The Lease is hereby amended to the extent necessary to give effect to this Fourth Amendment, and the terms of this Fourth Amendment shall supersede any contrary terms in the Lease. All references in the Lease to “this Lease” shall be deemed to refer to the Lease as amended. In all other respects, the terms and conditions of the Lease shall remain unmodified, and the Lease, as amended, is hereby ratified by the Parties.

2. Extended Term. The Term of the Lease is hereby extended by five (5) years to July 31, 2028 (the “**Extended Term**”). The Tenant has no Options to renew. All the terms, covenants, provisions and conditions of the Lease shall apply during the Extended Term except as otherwise set forth in this Fourth Amendment.

3. Rent. Tenant shall pay to Landlord Monthly Rent during the Extended Term without any prior demand therefor and without any deductions or setoff as follows:

<u>Lease Years</u>	<u>Annual Base Rent/Square Foot</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1 - 5	\$4.97	\$7,952.00	\$662.67

4. Broker. Tenant hereby represents and warrants to Landlord that Tenant has dealt with no broker in connection with this Fourth Amendment. Tenant hereby agrees to hold Landlord harmless from and indemnified against, all loss or damage (including, without limitation, the cost of defending the same) arising from any claim any person claiming to have dealt with Tenant.

5. Counterparts Signature; Telecopy or E-Mail Transmission. This Fourth Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, Docusign or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Fourth Amendment and Docusign and/or electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital, encrypted or by Docusign, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Fourth Amendment based on the foregoing forms of signature. If this Fourth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act (“**E-SIGN**”), and Uniform Electronic Transactions Act (“**UETA**”), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

6. Governing Law. This Fourth Amendment shall be construed and interpreted in accordance with the laws of the State of Georgia.

7. Entire Lease. The Lease, including without limitation, this Fourth Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Fourth Amendment shall not be effective until execution and delivery by all Parties.

8. Asset Manager. Landlord has appointed Asset Manager as its authorized signatory to execute this Fourth Amendment. Tenant acknowledges that Asset Manager will not be acting in a personal capacity, but rather in a representative capacity as the authorized signatory for Landlord. Tenant agrees that it shall look only to Landlord for the performance of its obligations under this Amendment and for the satisfaction of any right of Tenant for the collection of any claim, judgment or other judicial determination (whether at law or in equity) or arbitration award requiring the payment of money, and neither Asset Manager nor any of its agents, incorporators, shareholders, beneficiaries, trustees, officers, directors, employees, partners, principals (disclosed or undisclosed) or affiliates or any of their respective assets or property shall be subject to any claim, judgment, levy, lien, execution, attachment or other enforcement procedure (whether at law or in equity) for the satisfaction of Tenant’s rights and remedies under or with respect to this Fourth Amendment.

9. Address for Notice. Notwithstanding anything to the contrary in the Lease, all notices desired or required to be given pursuant to the Lease and/or this Fourth Amendment may also be given by a nationally recognized overnight delivery service such as UPS or FedEx, and shall be given at the following addresses:

If to Landlord:

CPC McAlpin Square LLC  
c/o First National Property Management  
151 Bodman Place, Suite 201  
Red Bank, NJ 07701  
Attn: Legal Department

[signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed as of the day and year first above written.

**LANDLORD:**

**CPC McAlpin Square LLC, McAlpin Square TIC 2 LLC, McAlpin Square TIC 3 LLC, McAlpin Square TIC 4 LLC, McAlpin Square TIC 5 LLC, McAlpin Square TIC 6 LLC, McAlpin Square TIC 7 LLC, McAlpin Square TIC 8 LLC, McAlpin Square TIC 9 LLC, McAlpin Square TIC 10 LLC and McAlpin Square TIC 11 LLC**, each a Delaware limited liability company as tenants-in-common

By: FNRP Realty Advisors LLC,  
a Delaware limited liability company  
appointed Asset Manager for Landlord

By: \_\_\_\_\_  
Kurt Padavano – Authorized Signatory

**WITNESSES FOR LANDLORD:**

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

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

**TENANT:**

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

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

**WITNESSES FOR TENANT:**

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

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