

**FIRST AMENDMENT TO
INTERGOVERNMENTAL RENTAL AGREEMENT**

This First Amendment to the Intergovernmental Rental Agreement (this "Amendment") is made and entered into as of the ____ day of _____, _____, by and between **The Board of Regents of the University System of Georgia** ("LESSOR") and **The Mayor and Aldermen of the City of Savannah** ("LESSEE").

WITNESSETH

WHEREAS, LESSEE and LESSOR are parties to that Intergovernmental Rental Agreement (the "Agreement") dated May 20, 2019, regarding the lease from LESSOR TO LESSEE of approximately 34,734 square feet of the easterly and central portions of the Coastal Georgia Center facility (the "Lease Premises") located at 305 Fahm Street in Savannah Georgia, the Lease Premises being more particularly described in the Agreement.

WHEREAS, LESSEE and LESSOR (jointly, the "PARTIES) desire to amend the Agreement through this Amendment.

WHEREAS, the Agreement and this Amendment shall collectively be referred to as the "Agreement."

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars, the mutual covenants and agreements herein contained and other good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

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. **Option to Renew.** The first sentence in Section 9 of the Agreement is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

Upon the mutual consent of the PARTIES, the Agreement may be extended for seven (7) additional, one-year terms (each, a "Renewal Term").

4. **Rent, Fees, and Charges.** The second to last sentence in Section 10(a) of the Agreement entitled "Base Rent" is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

Where possible, payments due under this Agreement shall be remitted electronically to SSU by coordinating with SSU's Vice President of Business and Financial Affairs (912-358-3000; davidsonm@savannahstate.edu)."

Furthermore, Section 10(b) of the Agreement entitled "Escalations" is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

"Escalations. The base rent shall increase at a rate of three percent (3.0%) per year in the second and third years of the Initial Term. Thus, base rent in year two of the Initial Term will be \$491,920.28 and base rent in year three of the Initial Term will be \$506,677.88.

The base rent shall increase at a rate of three percent (3.0%) in the Renewal Terms. Thus, for those Renewal Terms so exercised in accordance with Section 9 of the Agreement, base rent shall be paid by LESSEE to LESSOR in accordance with the following rent schedule:

Term	Dates	Monthly	Annual
1 st Renewal	June 1, 2022 – May 31, 2023	\$43,489.85	\$521,878.20
2 nd Renewal	June 1, 2023 – May 31, 2024	\$44,794.55	\$537,534.60
3 rd Renewal	June 1, 2024 – May 31, 2025	\$46,138.39	\$553,660.68
4 th Renewal	June 1, 2025 – May 31, 2026	\$47,522.54	\$570,270.48
5 th Renewal	June 1, 2026 – May 31, 2027	\$48,948.22	\$587,378.64
6 th Renewal	June 1, 2027 – May 31, 2028	\$50,416.67	\$605,000.04
7 th Renewal	June 1, 2028 – May 31, 2029	\$51,929.17	\$623,150.04

5. **Extension of Third Renewal Option.** LESSOR and LESSEE hereby agree that, pursuant to this Amendment, the third renewal option of the amended Section 9 of the Agreement shall be considered exercised for the purposes of extending the Agreement for an additional one (1) year period from June 1, 2024, to May 31, 2025, said extended option being governed in accordance with the provisions of the Agreement, and at the rental rates set forth herein.

6. **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. 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, and remains in full force and effect. The undersigned have full power and authority to sign on behalf of the respective entity.

Signatures Begin on the Following Page

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

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA**

By: _____
Sandra Lynn Neuse
Vice Chancellor for Real Estate and Facilities

Attest: _____
Alan Travis
Associate Vice Chancellor

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

By: _____
Joseph A. Melder
City Manager

Attest: _____
Mark Massey
Clerk of Council