

AMENDMENT TO EISENHOWER PARKING LOT LEASE AGREEMENT

This AMENDMENT TO PARKING LOT LEASE AGREEMENT (the “Amendment”) is made this ___ day of _____, 2023 (the “Effective Date”), by and between Augusta, Georgia, a political subdivision of the State of Georgia (the “Lessor”) and Augusta National, Inc., a domestic profit corporation with the business address of 2604 Washington Road, Augusta, Georgia (the “Lessee”). Lessor and Lessee are each individually also referred to as a “Party” and collectively, as the “Parties.”

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Eisenhower Parking Lot Lease Agreement date October 10, 2023 (the “Lease”) to lease the Parking Lot (“Premises”) located at Eisenhower Park as a parking facility during the Term of said Lease.

WHEREAS, the Parties desire to amend the amount of the rental payment to conform to the amounts that were mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants of Lessor and Lessee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.

2. Section 3, Rental, is hereby deleted in its entirety and replaced with the following:

3. Rental: Lessee shall pay to Lessor during the term according to the following schedule:

Year 1 (2024): Ten Thousand Dollars (\$10,000.00)

Year 2 (2025): Ten Thousand and Three Hundred Dollars (\$10,300.00)

Year 3 (2026): Ten Thousand Six Hundred and Nine Dollars (\$10,609.00)

Optional Year 1 (2027): Ten Thousand Nine Hundred Twenty-Seven Dollars and Twenty Seven Cents (\$10,927.27)

Optional Year 2 (2028): Eleven Thousand Two Hundred Fifty-Five Dollars and Nine Cents (\$11,255.09)

The lease payment shall be payable at least thirty (30) days in advance of the first day of the Lease term. Lessor agrees to provide a receipt to Lessee for payment received. Lessor shall

provide Lessee with a receipt evidencing such payment. The terms of this Lease supersede any and all provisions of the Georgia Prompt Pay Act.

3. All other terms and conditions of the Lease that are not modified by this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

LESSOR:

LESSEE:

AUGUSTA, GEORGIA

AUGUSTA NATIONAL, INC.

By: _____
Name: Garnett L. Johnson
Title: Mayor

By: _____
Name:
Title:

Attest: _____
Lena J. Bonner, Clerk of Commission