

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of May 31, 2017, by and between **MARTHA JEFFERSON HOSPITAL**, a Virginia non-stock corporation, d/b/a Sentara Martha Jefferson Hospital ("Lessor"), and the **COUNTY OF ALBEMARLE, VIRGINIA** ("Lessee").

Recitals

A. Lessor and Lessee entered into a Lease Agreement dated July 11, 2012 (as amended, the "Lease"), pursuant to which Lessor agreed to lease to Lessee and Lessee agreed to lease from Lessor a portion of the premises designated as 500 Martha Jefferson Drive in Albemarle County, Virginia.

B. Lessor and Lessee desire to amend the terms of the Lease, as hereinafter set forth.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **Term.** The following language is hereby added to Section 3 of the Lease:

The second Renewal Term is scheduled to expire on September 1, 2017. Notwithstanding anything to the contrary contained in the Lease, Lessor and Lessee agree that the second Renewal Term shall be extended for a period of eight (8) months and will expire on May 1, 2018.

2. **Service of Notice.** The second section of Paragraph 11 is deleted in its entirety and the following inserted in its place:

Notices required to be sent to Lessor shall be sent certified mail, return receipt requested as follows:

Martha Jefferson Hospital
500 Martha Jefferson Drive
Charlottesville, VA 22911
Attention: Catherine H. Hughes

with a copy to:

Sentara Healthcare
835 Glenrock Road, Suite 270
Norfolk, VA 23502
Attention: Director, Commercial Real Estate

3. **Authority.** Lessor and Lessee covenant and warrant to each other that (a) the person executing this Amendment on behalf of each party is duly authorized to execute and deliver this Amendment on behalf of such party.

4. **Ratification.** Except as modified herein, all of the terms and provisions of the Lease shall remain in full force and effect and the parties hereto ratify and confirm the same.

5. **Binding Effect.** The terms and provisions of this Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Governing Law.** This Amendment shall be subject to and construed in accordance with the laws of the Commonwealth of Virginia.

7. **Severability.** If any term, covenant or condition of this Amendment, or the application thereof to any party or circumstance, shall be invalid or unenforceable, this Amendment shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement binding upon the parties hereto, notwithstanding that both parties have not signed the same counterpart.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first above written.

LESSOR:

MARTHA JEFFERSON HOSPITAL,
a Virginia non-stock corporation, d/b/a
Sentara Martha Jefferson Hospital

Catherine Hughes
Witness

By Amelia S. Black
Name: Amelia S. Black
Title: Chief Operating Officer
Date: May 31, 2017

LESSEE:

COUNTY OF ALBEMARLE, VIRGINIA

Witness

By _____
Name: _____
Title: _____
Date: _____, 2017

Approved as to form:

By _____
County Attorney