

**SECOND AMENDMENT TO  
SPLOST 6 AGREEMENT**

This Second Amendment to the SPLOST 6 Agreement (this “**Amendment**”) is made and entered into as of the \_\_\_ day of September 2022, by and between the **Mayor and Aldermen of the City of Savannah, a municipal corporation organized under the laws of the State of Georgia** (“City”), and the **Coastal Heritage Society, a not-for-profit Georgia Corporation** (“CHS”).

**WITNESSETH**

**WHEREAS**, City and CHS are parties to that certain SPLOST 6 Agreement dated November 11, 2017, regarding the use of \$1,500,000 in SPLOST 6 funding to make capital improvements to the City-owned real property located at 655 Louisville Road in Savannah, Chatham County, Georgia; and

**WHEREAS**, CHS and City originally intended to use the \$1,500,000 in SPLOST 6 funds to build new facilities at the site of the Children’s Museum and renovate the adjoining paint shop facility; and

**WHEREAS**, development and construction costs escalated beyond the original budget for these planned improvements, so City and CHS entered into that certain First Amendment to SPLOST 6 Agreement dated October 30, 2020 which amended the use of the \$1,500,000 in SPLOST 6 funding and redirected \$800,000 to make capital repairs and renovations to the adjoining former storehouse facility to facilitate new Science, Technology, Engineering, and Math (STEM) exhibits and programs and to incorporate this facility as part of the Children’s Museum; and

**WHEREAS**, City recently accessed a state approved contract and received a proposal to repair and replace the storehouse roof (structural issues and roof surface) at a proposed cost exceeding \$1.1 Million; and

**WHEREAS**, due to continued escalations in costs and deteriorating facility conditions, CHS and City hereby further amend the SPLOST 6 Agreement to redirect the total remaining allocation of approximately \$1.4 Million toward funding the repair and renovation of the storehouse facility roof system and interior build-out at the building to facilitate new Science, Technology, Engineering, and Math (STEM) exhibits and programs and to incorporate this facility as part of the Children’s Museum; and

**NOW, THEREFORE**, for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

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. **Allowable Uses.** Allowable Uses provided in Section 2 of the Agreement and Section 3 of the First Amendment are hereby amended to allow the remaining +/- \$1,400,000 in SPLOST 6 funds to be used to make capital repairs and improvements to the former storehouse roof and interior build-out located at 601 Louisville Road in accordance with the new and revised project capital improvement budget provided on Exhibit A attached hereto.

4. **Termination.** The termination date as defined in Section 12 of the Agreement is hereby extended so that it will expire on December 31, 2023.

5. **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 and to the Escrow Agent. Except as hereinabove provided, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. 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 hereto, and remains in full force and effect. The undersigned have full power and authority to sign on behalf of the respective entity.

[Signature Page follows]

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

**CITY:**

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

By: \_\_\_\_\_  
City Manager

**CHS**

**COASTAL HERITAGE SOCIETY**

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