

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE ("Amendment") made and entered into as of the __ day of August, 2019 ("Effective Date"), by and between the MAYOR and ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA: a municipal corporation created and existed under the laws of the State of Georgia, hereinafter called "LANDLORD," and GALAXY CAFE, INC., a Georgia domestic profit corporation, hereinafter called "TENANT." Landlord and Tenant are collectively referred to hereinafter as the "PARTIES."

WHEREAS, LANDLORD and TENANT are parties to a Lease for certain premises in the City of Savannah, County of Chatham, State of Georgia, dated 10th day of April, 2008 (the "Lease"), concerning Rear Wharf Lot 9, an area of 4800 square feet on the first floor level in a brick office structure, otherwise known as Olympia Cafe on 5 East River Street, Savannah, Georgia 31401 (the "Premises"); and

WHEREAS, the PARTIES entered into the First Amendment to Lease in October 2014; and

WHEREAS, the PARTIES hereto wish to amend certain of the terms and conditions of the Lease Agreement as hereinafter set out below;

NOW, THEN, THEREFORE, for and in consideration of mutual promises and covenants contained herein and in the Lease Agreement and First Amendment, and for other good and valuable consideration flowing from each party to the other, the receipt and sufficiency of which is hereby acknowledged, the Lease Agreement is hereby further amended as follows:

I. GENERAL PROVISIONS

Definitions: As used in this Second Amendment, all defined terms, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease and First Amendment unless otherwise expressly defined herein.

II. TERM

Option Period. Section 2(b) of the Lease is hereby amended to acknowledge TENANT has exercised its last remaining option to extend the term of the Lease for one addition term of five years and the PARTIES hereto agree the base rental rate during this last additional five year term shall be as follows:

1. January 1, 2021 to December 31, 2021: \$13,200/Month (\$158,400/Year)
2. January 1, 2022 to December 31, 2022: \$14,000/Month (\$168,000/Year)
3. January 1, 2023 to December 31, 2023: \$15,200/Month (\$182,400/Year)
4. January 1, 2024 to December 31, 2024: \$16,000/Month (\$192,000/Year)
5. January 1, 2025 to December 31, 2025: \$16,800/Month (\$201,600/Year)

III. RATIFICATION and REAFFIRMATION

No Further Changes. The Lease, as modified and amended by this Second Amendment, is hereby

ratified and reaffirmed by LANDLORD and TENANT. Except as specifically amended or modified by the First Amendment and this Second Amendment, the Lease Agreement dated February 10, 2008, shall remain in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have agreed to the terms of this First Amendment and have hereunto signed under hand and seal on the day and year first above written.

AS TO LESSOR/LANDLORD:

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

By: _____
PATRICK MONAHAN
CITY MANAGER

ATTEST:

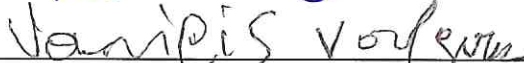
WITNESS:

CLERK OF COUNCIL

AS TO LESSEE/TENANT:

GALAXY CAFÉ, INC.

By:  _____

By:  _____
NICK PAPPAS, (L.S.) & VASILIS VARLAGAS (L.S.)

ATTEST:

WITNESS: