

**SECOND MODIFICATION TO LEASE AGREEMENT**

**THIS SECOND MODIFICATION TO LEASE AGREEMENT** (this "Agreement" or sometimes referred to herein as this "Modification") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA**, an individual, d/b/a City of Savannah Police Station (herein called "Tenant"), and **REGENCY CENTERS, L.P.**, a Delaware limited partnership (herein called "Landlord").

**RECITALS**

**WHEREAS**, Landlord (as a successor in interest to the original landlord, Equity One, Inc. ) and Tenant are the current parties to that certain Lease dated March 25, 2013, which original lease document has since been amended, modified or assigned, as applicable, by the following documents: First Lease Amendment Agreement dated September 29, 2014 (collectively, the "Lease") covering certain premises currently known as unit or space number B5 and containing approximately 3,600 square feet (as more particularly described in the Lease, as affected hereby, and referred to in this Agreement as the "Premises") in the shopping center currently known as McAlpin Square located in Savannah, Georgia (as more particularly described in the Lease, as affected hereby, and referred to in this Agreement as the "Shopping Center").

**WHEREAS**, the parties hereto wish to modify and/or amend certain terms of the Lease as more specifically described herein.

**NOW, THEREFORE**, in exchange for the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Defined Terms.** The above Recitals are hereby confirmed as true and correct and are reaffirmed herein. Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Lease. For purposes hereof and to the extent used herein, the terms "Tenant's Proportionate Share", "Common Area Costs", "Taxes", "Insurance" or "Term" shall have the meanings given to such terms, similar terms or concepts as more particularly described in the Lease, as affected hereby.

2. **Modifications and/or Amendments.** Effective as of the date of this Agreement, the Lease is hereby modified and/or amended to include the terms and conditions set forth in this paragraph and its subparagraphs, articles and sections below. For purposes of such modifications and/or amendments, the following terms or phrases shall have the following meanings: (i) "this Agreement" or "this Modification" shall mean this Agreement; and (ii) "this Lease" or "the Lease" shall mean the Lease and as applicable, as the same may be further amended, modified, extended and/or renewed pursuant to this Agreement.

(I) **Term.** The Term is set to expire on July 31, 2017. However, the Term is hereby extended for a thirty-six (36) full calendar month period commencing on August 1, 2017 and expiring on July 31, 2020 (the "Extended Term") on the same terms and conditions set forth in the Lease (as affected by this Agreement). There are no options to extend the Term beyond the Extended Term, except for any new option(s) to extend otherwise specifically granted to Tenant in this Agreement, if any.

(II) **Minimum Rent.** During the Extended Term, minimum rent (as more particularly described and sometimes referred to as Minimum Rent in the Lease, as affected hereby, and referred to in this Agreement as "Minimum Rent") shall be as follows (plus applicable sales tax, if any):

<b>Months</b>	<b>Minimum Rent (Monthly)</b>	<b>Minimum Rent (Per Sq. ft. of the Premises per annum)</b>	<b>Minimum Rent (Annual)</b>
1 - 36	\$0.00	\$0.00	\$0.00

(III) **New Tenant Notice Address.** Effective as of the date of this Agreement, any notice address(es) set forth in the Lease for Tenant under the Lease are hereby deleted and replaced with the following notice address(es) to which any notice, demand, request, approval, consent or other instrument which may be or is required to be given to Tenant thereunder shall be delivered:

City Manager  
2 East Bay Street  
City Hall  
Savannah, Georgia 31401

With a copy to:

Real Property Services  
City of Savannah  
6 East Bay Street  
Savannah, Georgia 31401

or at Landlord's option to the Premises or finally, to such other address(es) as Tenant may from time to time designate by notice to Landlord in accordance with the notice provision of the Lease. If no new notice

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Tenant \_\_\_\_\_

**REGENCY CENTERS** Landlord \_\_\_\_\_

address(es) are provided above, then the most current notice address(es) for Tenant pursuant to the Lease shall remain in full force and effect.

(IV) Landlord's Right to Terminate. Notwithstanding anything contained herein to the contrary, Tenant acknowledges and agrees that Landlord shall have the ongoing right to terminate the Lease at any time during the Extended Term (including the month to month term following the Extended Term, if applicable), for any reason or for no reason upon thirty (30) days prior written notice to Tenant (the "Termination Notice"). In such event, on the thirtieth (30<sup>th</sup>) day after Landlord delivers the Termination Notice (the "Surrender Date") to Tenant, Tenant shall surrender the Premises to Landlord and the Lease shall terminate on the Surrender Date. Upon any such termination, the parties shall be relieved of further obligation under the Lease as modified hereby accruing after the effective date of termination (except as to any monies due and owing as of the Surrender Date, to include any outstanding amounts of rent, or those obligations which are specifically stated to survive the expiration or earlier termination of the Lease).

(V) Utilities; Energy Rating Program; Maintenance Programs. Landlord may, at its discretion, manage and direct the provision of certain utilities and utility related services to, and used in connection with, the Premises such as, without limitation and as applicable, water, sewer, electricity, gas, telephone and data service, and trash and recycling collection and removal (collectively referred to herein as "utilities") by doing one or any combination of the following, provided that the cost thereof to Tenant is generally competitive in the vicinity of the Shopping Center: (i) Landlord may designate certain service provider(s) to provide certain utilities with respect to the Premises and require Tenant, at Tenant's expense, to contract directly with such service provider(s), (ii) Landlord may engage or contract directly with certain service provider(s) to provide certain utilities with respect to the Premises (i.e., without requiring Tenant to contract directly with such service provider(s)), and/or (iii) Landlord may directly provide certain utilities to the Shopping Center or portions thereof. With respect to (i) above, Tenant will furnish to Landlord a copy of such contract(s) upon execution thereof (and a copy of each renewal of such contract(s) prior to the expiration of the existing contract(s)). Tenant shall pay the cost of utilities to (a) such service provider(s) with respect to (i) above, and (b) Landlord with respect to (ii) and (iii) above. Tenant's failure to timely pay the cost of utilities, whether pursuant to (a) or (b), shall be deemed an event of default under this Lease. Depending, as applicable, on the terms and conditions of the applicable contract(s) with respect to (i) above or at Landlord's discretion with respect to (ii) and (iii) above, Tenant shall pay the cost of utilities based on one or any combination of the following: (1) Tenant's Proportionate Share as part of Common Area Costs or otherwise, (2) an equitable proration in relation to Tenant's specific use of the Premises including consideration of any excessive usage by Tenant (e.g., a restaurant's share of water and trash costs would equitably be higher than a bank's share of water and trash costs), or (3) the separate meter or submeter reading for the Premises, if applicable. Without limiting consideration of any excessive usage by Tenant described in (2) above, if at any time it is determined that Tenant's usage of the existing trash and recycling collection and removal system (including the use of dumpsters and bins) is excessive, then Tenant shall pay to such service provider(s) or to Landlord, as applicable, all costs incurred with respect to such excessive usage including, without limitation, the cost to provide additional dumpsters or bins or increase trash or recycling removal trips to satisfy Tenant's trash and recycling collection and removal needs.

If any governmental authority currently or hereafter imposes any building energy reporting requirements (such as, without limitation, with respect to energy and water usage, greenhouse gas emissions or Energy Star® ratings) with respect to the Shopping Center or any portion thereof (such laws including similar legislation and/or codes, as amended or supplemented from time to time, are collectively referred to herein as the "Program"), then Tenant agrees to reasonably cooperate with Landlord to ensure compliance with the Program including, without limitation, Tenant providing information to facilitate compliance (such as information regarding utility providers and accounts for the Premises). Tenant agrees to provide such information to Landlord, its designated agents or the applicable governmental agency or utility providers promptly following request and authorizes the delivery of any information required under such energy reporting requirements to Landlord, its designated agents, or the applicable governmental agency or utility providers, and the disclosure of such information, as required under the Program. Landlord's right of entry set forth in the Lease shall extend to any entry onto the Premises to comply with the Program, subject to any terms and conditions relating to notice and the like set forth in such right of entry provision. Landlord may include the reasonable cost of compliance with the Program (such as, without limitation, installation of meters, retaining of consultants and filing of necessary documents) in Common Area Costs.

In order to satisfy certain of Tenant's maintenance, repair and replacement obligations under this Lease, Landlord may from time to time elect to require Tenant to participate in a program or programs (such as, without limitation, an HVAC system preventive maintenance program) pursuant to which Landlord (a) manages, directs and coordinates certain maintenance, repair and replacement services through contractors selected by Landlord for the convenience of participating tenants and at a cost generally competitive in the vicinity of the Shopping Center, and (b) bills each participating tenant for the cost of such services rendered to it as Additional Rent under its lease. Landlord may elect to require participation in any program, or to discontinue any program, by providing Tenant with at least thirty (30) days prior written notice. If Landlord elects to discontinue any program as provided above, then Tenant shall remain responsible for the cost of services already rendered to it under such program as Additional Rent hereunder, and shall thereafter directly arrange for the applicable services in order to satisfy its maintenance, repair and replacement obligations under this Lease.

3. Miscellaneous. The parties hereto hereby acknowledge that the Lease as affected by this Agreement is in full force and effect and, as hereby affected, is ratified and confirmed. By entering into this

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Tenant \_\_\_\_\_

**EMERGENCY CENTERS** Landlord \_\_\_\_\_

Agreement, Landlord in no way waives any rights and remedies available to it with respect to any existing or future defaults under the Lease, all of which rights and remedies Landlord hereby specifically reserves. Landlord shall have the discretion to direct how payments under the Lease (as affected hereby) are applied to any then due amounts on the account for the Premises. In the event of any conflict between the terms and conditions of this Agreement and the Lease, this Agreement shall control. This Agreement shall be effective only when it is signed by all parties hereto. A party's submission of a signed Agreement for review by Landlord does not give any such party any interest, right or option.

4. Authority. Each individual executing this Agreement on behalf of a corporation, limited liability company, partnership or other business entity represents that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity and agrees to deliver evidence of his or her authority to Landlord promptly upon request.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatories do not appear on the same document.

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Tenant \_\_\_\_\_

**EMERGENCY CENTERS** Landlord \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**TENANT:**

(Sign Here)  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Sign Here)  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Sign Here)  
\_\_\_\_\_

**THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA**

\_\_\_\_\_  
Print Full Legal Name

**2 East Bay Street, City Hall**  
\_\_\_\_\_  
Address (other than the address of the Premises)

**Savannah, GA 31404**  
\_\_\_\_\_

**LANDLORD:**

REGENCY CENTERS, L.P.,  
a Delaware limited partnership

By: Regency Centers Corporation,  
a Florida corporation  
Its: General Partner

(Sign Here)  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

(Sign Here)  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (Sign Here)

**Patrick McKinley**  
\_\_\_\_\_  
Print Name

Its: **VP Market Officer**  
\_\_\_\_\_  
Position/Title

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Tenant \_\_\_\_\_

Landlord \_\_\_\_\_

