

LEASE

THIS LEASE is made and entered into as of the 17th day of January 2023 ("Effective Date"), by and between **LANDMARK BUILDING PROPERTIES, LLC**, a Georgia limited liability company ("Landlord") and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation of the State of Georgia ("Tenant").

WITNESSETH:

For and consideration of the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.01 Definitions.

- (a) "**Base Year**" shall mean the 2023 calendar year;
- (b) "**Building**" shall mean the commercial building known as The Landmark Building located at **6600 Abercorn Street**, Savannah, Chatham County, Georgia ("Property"), as more particularly described on Exhibit A and by this reference made a part hereof;
- (c) "**Common Area**" shall mean the portions of the Building which are used for the principal benefit of more than one tenant of the Building and shall include, without limitation, the land and facilities utilized for or as parking areas, Landscape areas, access and perimeter roads, driveways, truck passageways (which may be elevated or subsurface in whole or in part), and platforms therein; service corridors and stairways; loading docks, landscaping areas, exterior sidewalks, walkways, arcades and/or balconies; directory equipment; stairwells and elevators; washrooms, drinking fountains, and other public facilities, and the like; areas devoted to or for maintenance purposes or equipment; and any areas dedicated or belonging to the public or any governmental authority which are contiguous or near the Building and which are required to be maintained by or the cost of maintenance required to be borne by Landlord;
- (d) "**Effective Date**" shall mean the later of the following dates: (i) the date Landlord has accepted and signed this Lease, as shown on the applicable signature page to this Lease, and delivered an executed copy thereof to Tenant, and (ii) the date that Tenant has accepted and signed this lease, as shown on the applicable signature page to this Lease, and delivered an executed copy thereof to Landlord;
- (e) "**Full Replacement Cost**" shall mean the cost to replace the Building without deduction for physical depreciation;
- (f) "**Improvements**" shall mean the fixtures, attachments, and other property permanently attached to the Premises;

(g) **"Lease Year"** shall mean a period of twelve (12) consecutive months from the Commencement Date as defined herein;

(h) **"Premises"** shall mean the demised area commonly known as Suites 100, 107, 112, 205, and 206 at 6600 Abercorn Street, Savannah, Georgia consisting of approximately 16,582 square feet cross-hatched and/or identified on Exhibit B and by this reference made a part hereof, together with reasonable rights of access, ingress and egress, and rights to other Common Areas as set forth in Section 2.01 and Section 4.05 hereunder;

(i) **"Term"** shall mean and include the initial period of this Lease as set forth in Section 2.02 hereunder; and

(j) **"Pro-Rata Share"** shall mean the fraction, the numerator of which shall be equal to the square footage of the Premises and the denominator of which shall be equal to the square footage of the Building whether leased or not. If the total square footage of the Premises or the Building shall increase or decrease, Tenant's Pro-Rata Share shall increase or decrease proportionately; and

1.02 Exhibits. The following exhibits are attached hereto and by this reference made a part hereof ("Exhibit"):

Exhibit A	Description of Building
Exhibit B	Description of Premises
Exhibit C	Rules and Regulations
Exhibit D	Landlord's Work
Exhibit E	Commencement Date Agreement

ARTICLE II PREMISES AND TERM

2.01 Premises. Landlord hereby rents to Tenant, and Tenant hereby leases from Landlord the Premises as described in Exhibit B. The Premises include the right to use, in common with others, the lobbies, entrances, stairs, elevators, and other Common Areas of the Building, as well as reasonable rights of access, ingress and egress thereto. The Premises do not include any exterior wall, the roof, the real property beneath the Building or the air space above the Building. The rights to place, maintain, repair and replace utility lines, shafts, stacks, pipes, conduits, ducts, or other Building facilities under, over, upon or through the Premises, as may be reasonably necessary for the servicing of the Premises or other portions of the Building, are expressly reserved to Landlord. No easement or right for light, air, or view is granted hereunder.

2.02 Term. As used herein, the Commencement Date shall be the date Landlord delivers the Premises to Tenant with Landlord's Work, as defined in Exhibit D substantially complete, subject to minor punchlist items. In the event Tenant occupies the Premises and conducts business on the Premises prior to the substantial completion of Landlord's Work, the Commencement Date shall be the date of such occupancy by Tenant. When the Commencement Date has been determined, Landlord and Tenant shall execute and deliver a Commencement Date Agreement in the form attached hereto as Exhibit E specifying therein the Commencement

Date, Rent Commencement Date, and Termination Date of the Term ("Termination Date"). The Lease Term shall be thirty-six (36) months and shall commence on the Commencement Date. The Rent Commencement Date shall be the Commencement Date.

2.03 Renewal Terms. Provided Tenant is not in default of any term, condition or covenant contained in this Lease, Tenant shall have the option of renewing this Lease for two (2) additional terms of one (1) year each ("Renewal Term") on the same terms and conditions as provided herein, except that the Base Rent shall be as shown in Article 3.01 hereof. Notice of Tenant's intent not to exercise such option shall be given by Tenant to Landlord in writing not later than one hundred eighty (180) days prior to expiration of the then current Term. In the event Tenant shall fail to provide such notice in writing before said one hundred eighty (180) day period, Tenant's option shall be deemed to be waived.

2.04 Holding Over. If Tenant remains in possession of the Premises beyond the Term notwithstanding Landlord's written objection of same, then Tenant shall be a Tenant from month to month upon the same terms and conditions as those applicable to the most recent period prior to the expiration date of the Term, except that Tenant shall pay rent to Landlord in an amount equal to the monthly rent in effect during the Term multiplied by a factor of 1.25. There shall be no renewal of this Lease by operation of law.

ARTICLE III RENTAL

3.01 Annual Base Rental. During the Term and Renewal Term, Tenant shall pay to Landlord, at Landlord's address as specified herein, or at such other place as Landlord shall designate in writing, base rent ("Base Rent"), without demand, deduction, or set-off, for the Premises as follows:

<u>Lease Term</u>	<u>Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
✓ Lease Year 1	\$25.00	\$34,545.83	\$414,550.00
Lease Year 2	\$25.75	\$35,582.25	\$426,987.00
Lease Year 3	\$26.52	\$36,649.68	\$439,796.10

<u>Renewal Term(s)</u>	<u>Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
Renewal Term 1	\$27.32	\$37,749.17	\$452,947.28
Renewal Term 2	\$28.14	\$38,881.64	\$466,617.48

If the Term commences on a day other than the first day of a calendar month, rent for the first month of the Lease shall be prorated on a per day basis and paid on the first day of the first full calendar month of the Lease. Rent shall be due and payable, in advance, on the first (1st) day of each calendar month.

3.02 Additional Rent. As Additional Rent hereunder, Tenant shall pay to Landlord interest on each installment of Rent not paid within three (3) days of the due date, calculated at the lesser of twelve percent (12%) per annum or the highest permissible rate of interest which may be charged under the laws of the State of Georgia. The election by Landlord to collect interest on any past due payment of Rent shall not constitute a waiver of Landlord's right to declare a default for non-payment of Rent hereunder. Tenant acknowledges that if Rent is not paid when due Landlord will be required to spend time and money collecting the Rent. Accordingly, Tenant agrees to pay a late fee of ten percent (10%) on all sums not paid within ten (10) days of the date when due. In addition to the foregoing, Tenant shall pay as Additional Rent, within thirty (30) days of Landlord's demand therefor each and every amount other than Annual Base Rent which Tenant shall be or become obligated to pay Landlord by reason of any provision of this Lease, except as otherwise provided herein. As used in this Lease, the word "Rent" shall include Base Rent and Additional Rent.

3.04 Security Deposit. Intentionally Deleted.

ARTICLE IV LEASEHOLD IMPROVEMENTS AND TRADE FIXTURES

4.01 Leasehold Improvements. Tenant shall have the right to perform improvements, at Tenant's expense, to the Premises in accordance with Tenant's plans and specifications which shall be subject to Landlord's prior approval, not to be unreasonably withheld, conditioned or delayed. All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless such removal is consented to in advance, in writing, by Landlord. At the expiration of this Lease, or upon such earlier termination as provided in this Lease, all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

4.02 Personal Property and Trade Fixtures. Upon expiration of the Term, Tenant shall remove from the Premises Tenant's movable personal property, equipment, furniture and trade fixtures; provided, however, that Tenant shall repair any damage to the Premises occasioned by such removal. All improvements to the Premises which are fixtures shall become the property of Landlord immediately upon becoming affixed to the realty and shall not be removed without Landlord's prior written consent. Such property of Tenant that Tenant fails to remove from the Premises after the termination of this Lease shall be deemed abandoned by the Tenant, title thereto shall vest in Landlord, and such property may be disposed of by Landlord in any manner whatsoever without accounting to Tenant for the same or being guilty in any manner or being liable in any way to Tenant for such disposition.

4.03 Alterations by Tenant. Tenant may, from time to time, at its sole cost and expense, make such alterations, restorations, changes, replacements, or installations, structural or non-structural (hereinafter collectively called "Alterations") in, of, or to the Premises as Tenant deems necessary or desirable for its use of the Premises; provided, however, that no structural Alteration shall be undertaken by Tenant unless Tenant shall have received Landlord's prior

written approval of plans and specifications prepared by Tenant of the proposed structural Alterations, which approval shall not be withheld or delayed unless Landlord shall determine in good faith that such proposed Alterations will adversely affect the fair market value of the Premises or be detrimental to the structural soundness of the Premises. Tenant, in making any Alterations, shall use materials equal to or better than those used in the construction of the Premises and shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities.

4.04 Changes and Additions to Building. Landlord reserves the right, at any time and from time to time, and without the same constituting an actual or constructive eviction, and without otherwise incurring any liability to Tenant, to: (a) make or permit changes or revisions in its plan for the Building and any portion(s) of the Common Areas, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas; (b) construct other buildings or improvements in the Building and to make alterations thereof or additions thereto; (c) construct additional stories on any building or buildings and/or to build adjoining same; (d) make or permit changes or revisions in the Building, including additions thereto; and (e) convey portions of the Building to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof. Tenant agrees to give Landlord access to the Premises for the purposes of this section.

4.05 Roof Improvements. No equipment or improvements (including but not limited to satellite dishes, antenna, radio, television and cellular towers, kitchen and restaurant venting systems, and HVAC systems) or any alterations, modifications or installations of any kind or nature whatsoever (collectively "Roof Improvements") shall be installed, placed or erected on the roof of the Premises, without in each instance, the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. In the event that Landlord has given its prior written consent pursuant to this paragraph, then such Roof Improvements shall be installed at Tenant's sole cost and expense and shall be in accordance with plans and specifications prepared by Tenant and approved by Landlord and in accordance with all applicable building codes, and Landlord shall not be obligated to provide any additional utility service required by said Roof Improvements. Tenant shall provide Landlord with a letter from the roofing contractor stating that such work has not affected the roof bond or guaranty for the roof. Any and all Roof Improvements shall be completed in a good and workmanlike manner, including but not limited to ensuring that said Roof Improvements and the surrounding areas are water and leak proofed such that no water or moisture shall be able to penetrate the roof. All access to the roof shall be coordinated with Landlord. Tenant shall maintain said Roof Improvements in a good state of repair and shall protect, defend, indemnify, save and hold harmless Landlord against and from any and all claims, losses, costs, damages and expenses for injury to person or damage to property, including reasonable attorney's fees, resulting from, or in connection with, the erection, maintenance, existence or removal of such Roof Improvements. Tenant shall be responsible for obtaining the consent of all regulatory license commissions and government agencies before erecting such Roof Improvements, and thereafter maintaining such consent. Any taxes or assessments levied against the Premises or Landlord because of the existence of such Roof Improvements shall be Tenant's sole responsibility. Tenant, at the expiration of the Lease Term or any sooner termination thereof, shall remove all such Roof

Improvements and repair any damage occasioned by such removal at its sole cost and expense. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease. Any and all Roof Improvements described in this paragraph so installed without the prior written consent of Landlord shall be subject to removal by Landlord without notice at any time during the Term of this Lease, and Tenant shall be responsible for all costs related to the removal of such Roof Improvements and to repair any damage occasioned by such removal, regardless of whether removed by Landlord or Tenant.

4.06 Landlord's Work. Landlord shall deliver the Premises and make improvements to the Premises pursuant to Landlord's Work as shown and described on Exhibit D attached hereto and incorporated herein. Landlord shall use its best efforts to complete Landlord's Work no later than March 1, 2023.

ARTICLE V UTILITIES

5.01 Utilities. At no additional cost to Tenant and included with the Base Rent, Landlord shall furnish during normal business hours the following: electricity, water, sewer service, and heating and air conditioning service reasonably sufficient to heat and cool the Premises. At no additional cost to Tenant and included with the Base Rent, Landlord shall also furnish no less than five (5) days per week and at such time as Landlord shall designate general cleaning and janitorial services. As used herein, the term "normal business hours" shall mean the days Monday through Friday during the hours from 8:00 a.m. to 6:00 p.m., Saturday during the hours from 9:00 a.m. to 2:00 p.m., or any other hours which Landlord may reasonably designate, legal holidays excepted.

5.02 Failure to Furnish. Landlord shall not be liable to Tenant in any manner whatsoever, including but not limited to abatement of Base Rent, for failure to furnish, or delay in furnishing any service described in Section 5.01 above, whether or not such failure or delay is caused by repairs, renewals or improvements, or by any strike, lockout or other labor controversy, or by any accident, or any casualty whatsoever, or by the act or the fault of Tenant or other person whomsoever, and whether the reason therefor or cause thereof is within or without the control of Landlord; nor shall any such failure or delay or failure to act or negligence of Landlord's employees be deemed an actual or constructive eviction of Tenant; nor shall any such event operate to relieve Tenant of the prompt and punctual performance of each of the covenants to be performed by Tenant hereunder; nor shall Landlord be liable to Tenant for damage to person or property caused by defects in the cooling, heating, electric, water, elevator or other apparatus or systems. The foregoing notwithstanding, in the event of any interruption in services caused by Landlord's gross negligence or willful misconduct that materially interferes with Tenant's use and enjoyment of the Premises (excepting any interruption caused by *force majeure*), Tenant shall have the right to abate Base Rent if said interruption continues for at least three (3) consecutive business days, and Tenant shall have the right to terminate this Lease by giving notice thereof to Landlord if said interruption continues for at least thirty (30) consecutive days. The foregoing abatement shall be applied consecutively (not concurrently) with any other rent abatement or credit that may be then-applicable during such period.

ARTICLE VI REPAIRS AND MAINTENANCE

6.01 Repairs and Maintenance.

(a) Landlord shall be responsible for maintaining and repairing the roof, exterior walls, windows and their sealants, gutters and waterspouts, floor slab, and other structural components of the Premises and shall keep the same in good condition and repair. Landlord shall maintain and repair the plumbing, electrical, mechanical and heating and air conditioning systems serving the Premises as may be necessary for safety and tenantability. Landlord shall be under no obligation to perform any such maintenance or make any such repairs unless Tenant shall first have made a demand for same. Any maintenance or repair for which Landlord is obligated to perform or make shall be commenced at the earliest practicable time (not to exceed sixty (60) days from the date of any demand by Tenant) and diligently pursued to completion. Landlord shall not be responsible for any of the foregoing if such repairs or maintenance were caused or occasioned by any act or omission of Tenant. Tenant will keep the interior of the Premises in good order and repair and will surrender the Premises at the expiration of the Term (or upon such earlier termination as provided in this Lease) in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by casualty (other than such damage by casualty which is caused by the negligence of Tenant, its agents, officers, employees, contractors, licensees or invitees, and which is not insurable under a standard "All Risk" insurance policy with standard endorsements) unavoidable accident or force majeure.

(b) Tenant does hereby represent and warrant to Landlord that Tenant is fully acquainted with the nature and conditions of the Premises, and the conditions and state of repair of the Premises.

(c) Tenant shall not permit any mechanic's or materialman's or other lien to arise or stand against the Premises for any labor or material furnished Tenant in connection with alterations, repairs, or work of any character performed on the Premises by or at the direction of Tenant, and Tenant shall indemnify Landlord and hold it harmless from all loss or damage resulting from Tenant's causing such work to be performed. All repairs, restorations, alterations, or additions, or payments agreed upon in this Lease to be made shall be completed within a reasonable time.

6.02 Landlord's Access. Landlord and its designated agents and representatives may enter the Premises at all reasonable times for the purpose of inspecting the same or making necessary repairs thereto and performing any other work that may be necessary by reason of Tenant's failure to make such repairs or perform any such other work therein or thereon. Notwithstanding the foregoing, Landlord acknowledges that Tenant may have sensitive and confidential information in the leased Premises and thus will arrange and schedule the reasonable times of access with Tenant and such access may be subject to a police escort at all times. Nothing herein shall imply any duty on the part of Landlord to do any such work, except as otherwise provided in this Lease, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any such work in or on the Premises, keep and store therein all necessary materials, tools,

supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies or equipment into or through the Premises or the Building during the course thereof and the obligation of Tenant under this Lease shall not be affected thereby, except in the event of Landlord's gross negligence or willful misconduct. Except as may be otherwise specifically provided herein, Tenant shall reimburse Landlord for the cost of repair of all damage resulting from the willful action (whether proper or improper) or gross negligence of Tenant or any person suffered to be on the Premises or in the Building by Tenant (except Landlord) or resulting from Tenant's failure to observe or perform any condition or covenant imposed upon Tenant by this Lease. Tenant may, but shall not be obligated to, accompany Landlord or its authorized designates during any such entry upon the Premises. Landlord acknowledges and agrees that it shall exercise its rights under this subsection in the least intrusive manner so as to not unreasonably interfere with Tenant's business operations.

6.03 Loss or Damage of Tenant and Others. Landlord shall not be liable for any damage to fixtures or other property of Tenant or others on the Premises caused by fire, theft, or other hazards, except in the event of Landlord's gross negligence or willful misconduct. Tenant does hereby expressly release Landlord from all liability for such damages, except to the extent that such damages are caused by Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any injury or damage to property resulting from fire, explosion, steam, gas, electricity, sprinklers, water, rain leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, except in the event of Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any such damage caused by janitors, custodians or any other persons in the Premises, occupants of adjacent property, occupants of the Building, or the public, or caused by operations in construction of any private, public, or quasi-public work, except in the event of Landlord's gross negligence or willful misconduct. Landlord shall not be liable to Tenant or Tenant's employees or invitees for any latent defect in the Premises or in the Building, and Landlord shall not, in any event, be responsible for loss or damage resulting from defects in the improvements made to the Premises by Tenant, except in the event of Landlord's gross negligence or willful misconduct. All property of Tenant or others kept or stored on the Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or negligence of Landlord. Except to the extent caused by Landlord's negligence or willful misconduct, To the extent permitted by State law and without waiver of sovereign immunity, Tenant shall indemnify, defend, and hold harmless Landlord and Landlord's officers, employees, agents and invitees ("Indemnitees") from and against all losses, liabilities, damages, costs, expenses (including the reasonable attorneys' fees and costs), causes of action, suits, demands, judgments and claims of any nature whatsoever arising in connection with or resulting from Tenant's use and occupation of the Premises and shall discharge promptly any judgment or compromise rendered against or suffered by Landlord, as a result of anything indemnified against hereunder and shall reimburse Landlord, for any and all costs, fees or expenses incurred or paid by Landlord, (including, without limitation, reasonable attorneys' fees actually incurred) in connection with the defense of any action or claim.

ARTICLE VII TAXES

7.01 Taxes.

- (a) Real Property Taxes. Landlord shall pay all real estate taxes.

The term "real estate taxes" shall mean all Building (including land, buildings and improvements, as the same may be enlarged from time to time), and other taxes arising out of the use and/or occupancy of the Premises imposed by Federal, State or local governmental authority, or any other taxing authorities having jurisdiction over the Building (other than taxes based on revenues or net income from the Building, including expenses directly incurred by the Landlord contesting the validity of or in seeking a reduction of any such taxes or estimates. Real estate taxes shall in no event include Landlord's income, estate, inheritance, transfer, succession, gift, franchise, corporation, profit, sales, gross receipts, or change-in-ownership taxes. In the event Landlord has the right to pay all or any portion of Real Estate Taxes in installments, then regardless of whether Landlord elects such method of payment, Landlord shall, for the purposes of this Lease, be deemed to have elected the longest period of payment permissible for the purpose of the inclusion thereof in Real Estate Taxes. Real estate taxes for the Base Year shall be computed as if the Building were fully occupied and fully assessed.

(b) Personal Property Taxes. During the Term of this Lease, Tenant shall pay all taxes levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises and shall pay all taxes attributable to any leasehold improvements which may be made to the Premises by Tenant. When possible, Tenant shall cause said trade fixtures, furnishings, equipment, personal property and leasehold improvements to be separately assessed. If, however, any or all of same shall be assessed and taxed with Landlord's real property, Tenant shall pay to Landlord such taxes as are attributable to Tenant's trade fixtures, furnishings, equipment, personal property and leasehold improvements within thirty (30) days after receipt of notice from Landlord advising Tenant of the taxes applicable to Tenant's property.

ARTICLE VIII INSURANCE AND CASUALTY

8.01 General Requirements. Each policy of liability and casualty insurance required of Tenant hereunder shall: (a) name Landlord as an additional insured, if so specified in the provision of the lease requiring the policy and (b) Tenant shall not cancel, fail to renew or amend the policy or policies without first giving thirty (30) days' prior written notice thereof to Landlord (c) contain a provision permitting Tenant to waive all rights of recovery and claims by way of subrogation. A certificate of insurance evidencing all policies required by this Lease to be carried by Tenant shall be delivered to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant and thereafter at least fifteen (15) days prior to the expiration or cancellation of any such policy. In the event Tenant fails at any time during the Term to obtain such insurance or to provide such evidence thereof after written notice thereof to Tenant, Landlord shall have the right, but not the duty to procure such insurance and

Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent when the next payment of Annual Base Rental is required to be made. Tenant shall have the right to satisfy its insurance obligations hereunder by extending its existing applicable blanket policies of insurance (covering other locations of Tenant) to include the Premises. Notwithstanding any provision contained herein to the contrary, in the case of liability insurance, Landlord shall be named as an additional insured under such policy.

8.02 Tenant's Insurance. Tenant is self-insured and at all times after the execution of this Lease, Tenant shall maintain at its sole cost and expense, the following:

(a) Tenant shall procure and maintain in full force and effect commercial general liability insurance insuring against all liability of Tenant and Tenant's employees and agents arising in, on, or about the Premises, or from or in connection with Tenant's use or occupancy of the Premises, or Tenant's contractual liabilities pursuant to this Lease, with liability limits of at least One Million Dollars (\$1,000,000) for injury or death to any one person and at least Two Million Dollars (\$2,000,000) for injury or death to any number of persons in any one occurrence and with property damage limits of at least Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence.

(b) Tenant shall procure and maintain in full force and effect all-risks and casualty insurance against loss or damage to Tenant's Improvements and the furniture, fixtures, equipment and personal property located in the Premises. The proceeds of any such policy shall be used for the repair or replacement of Tenant's Improvements and of such furniture, fixtures, equipment, and personal property.

(c) Tenant shall maintain and keep in force all employee compensation insurance required under applicable Worker's Compensation Acts.

8.03 Landlord's Insurance. Landlord shall keep the Building insured against damage or destruction by fire and other All Risk perils embraced within the term "extended coverage" in an amount not less than eighty percent (80%) of the Full Replacement Value of the improvements above foundation walls.

Landlord shall procure and maintain in full force and effect commercial general liability insurance insuring against all liability of Landlord and Landlord's employees and agents arising in, on or about the Building or from or in connection with Landlord's management or operation thereof, with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

8.04 Waiver of Certain Claims. Each party waives, for itself, its insurance company, and its employees and agents, any and all rights of recovery and claims by way of subrogation against the other party, or his agents or employees, for the full amount of any loss to the Building, the Premises, or the improvements or personal property therein if such loss is insurable under a standard All Risk policy of insurance with standard endorsements, whether or not such insurance is actually maintained.

ARTICLE IX OPERATIONS

9.01 Use of Premises. The Premises are leased to Tenant for office use, only, by the Savannah Police Department and/or other agencies and departments of the City of Savannah, and for no other purpose ("Permitted Use"). The Permitted Use includes the right of the Savannah Police Department and/or other agencies and departments of the City of Savannah to regularly enter the Premises with firearms, weapons and other personal property often carried or held in custody by police departments and/or other agencies and departments of the City of Savannah. Subject to reasonable closures by Landlord and Permitted Delays, Tenant shall have 24/7/365 access to the Premises and Common Areas. Tenant, at its sole expense, shall comply with all of the requirements of all municipal, state and federal authorities now or hereafter in force pertaining to Tenant's particular manner of use of the Premises. Tenant shall not commit waste on the Premises or do anything which shall cause a cancellation of any of Landlord's insurance on the Premises. If any use of the Premises by Tenant or act therein causes Landlord's insurance rates to be increased, Tenant will, on demand, pay to Landlord the amount of any such increase.

9.02 Operations of Tenant. In regard to the use and occupancy of the Premises, Tenant will at its sole cost and expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish or other refuse in containers within the interior of the Premises until removed; (c) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (d) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization now or hereafter in effect relating to Tenant's particular manner of use of the Premises; and (e) conduct it to business in all respects in a dignified manner in accordance with high standards of operation consistent with the quality of operation of the Building. Nothing herein contained, however, shall be deemed to impose any obligation upon Tenant to make any structural changes or repairs to the Premises unless necessitated by reason of a particular use by Tenant of the Premises. Landlord shall be responsible for complying with all laws, ordinances, rules and regulations of governmental authorities (hereafter, "Applicable Laws") affecting the design, construction and operation of the Building (including the Premises to the extent Tenant is not required to comply therewith as provided for above) or relating to the performance by Landlord of any duties or obligation to be performed by it hereunder. All provisions of the Lease to the contrary notwithstanding, in no event shall Tenant have any obligation to comply, or pay for compliance, with any Applicable Laws in any area of the Building located outside of or beyond the Premises. Furthermore, Tenant shall have no obligation to comply with or pay for the compliance with any Applicable laws requiring alterations, modifications, or repairs that would otherwise constitute capital expenditures to any conduits, pipes, or duct work which are located within the Premises (such as within the plenum area) but which do not directly serve the Premises, it being the intent of the parties that the cost of such modifications, alterations, and repairs that constitute capital expenditures shall be Landlord's responsibility.

9.03 Insurance. Tenant shall not do or permit anything to be done about the Premises nor bring or keep anything therein which will in any way cause a cancellation of any insurance

policy required by this Lease or make it impossible to obtain such insurance from an insurance company of sound reputation and financial standing; provided however, Landlord acknowledges and agrees that Tenant shall be permitted to use the Premises for the Permitted Use and that the Permitted Use includes the right of the Savannah Police Department and/or other agencies and departments of the City of Savannah to regularly enter the Premises with firearms, weapons and other personal property often carried or held in custody by police departments and/or other agencies and departments of the City of Savannah. If, as a result of or in connection with Tenant's use of the Common Areas or Premises (excluding the Permitted Use and/or the Savannah Police Department and/or other agencies and departments of the City of Savannah regularly entering the Premises with firearms, weapons and other personal property often carried or held in custody by police departments and/or other agencies and departments of the City of Savannah) the fire insurance rate shall be higher than that rate which would be applicable to the original use of the Common Area and Premises, Tenant shall pay Landlord such portion of the premium for fire insurance policies in force and effect with respect to the aforesaid properties as shall be attributable to its use of the Premises. If Tenant believes any such escalation request to be unreasonable, Tenant shall have the right to procure more favorable rates for Landlord to be underwritten by a comparable insurance company licensed to do business in Georgia.

9.04 Rules and Regulations. Tenant shall observe the rules and regulations appended hereto as Exhibit C and by this reference incorporated herein which are a part of this Lease, Tenant's failure to keep and observe such rules and regulations shall constitute a breach of this Lease. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises, the Common Area, and the Building provided that such amendments, supplements, and additions are uniformly applicable to all tenants of the Building and do not conflict with Tenant's rights under the Lease. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant shall comply with and observe all such rules and regulations and amendments thereto. Landlord shall not be liable to Tenant or its employees or invitees because of the failure of any other Tenant to observe the Rules and Regulations.

ARTICLE X COMMON AREA

10.01 Use and Common Areas. Tenant is hereby given a license (in common with all others to whom Landlord has and may hereinafter grant rights) to use, during the Term, the Common Areas of the Building as they may now or in any time during the Term exist.

10.02 Management and Operation of Common Area. Landlord will operate and maintain or will cause to be operated and maintained the Common Area in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Building. Landlord will have the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the Common Area provided the same are applicable to all tenants of the Building and do not conflict with Tenant's rights under this Lease; (b) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Area; and (c) to enlarge or reduce the size of, or rearrange, all or any of the improvements forming a part of

the Common Area, or close all or any portion of the Common Area, to such extent as, in the reasonable opinion of Landlord, may be necessary or desirable in order to discourage non-customer use, facilitate the making of improvements, repairs, or alterations to or within the Building, or contribute to the overall enhancement of the Building in the sole judgment of Landlord. If the size, location or arrangement of such Common Areas or the type of facilities that form a part thereof be changed or diminished, Landlord shall not be subject to any liability therefore, nor shall Tenant be entitled to any compensation or diminution or abatement of Base Rent, nor shall such change or diminution of such areas be deemed a constructive or actual eviction.

ARTICLE XI OPERATING EXPENSES

11.01 Operating Expenses. Operating Expenses shall be included with Base Rent pursuant to Section 3.01 herein for the Lease Term. As used herein, the term "Operating Expenses" shall include the cost of maintaining casualty and public liability insurance covering the Building including all costs incurred by Landlord as a result of Landlord's obligation with respect to insurance as set forth herein; real estate ad valorem and similar property taxes; all costs of managing, operating and maintaining the Premises and the Common Area, all accrued and based on a calendar year in accordance with generally accepted accounting principles consistently applied, including but not limited to: costs of constructing, maintaining and repairing on-site and off-site traffic controls; decorating, painting, roofing repairs, lighting, sanitary control, and removal of trash, garbage and other refuse; maintenance, repair and replacement of utility systems serving the common areas, including water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; janitorial, sweeping and cleaning services, trash bin rentals, trash pickup fees, licenses, permits and inspection fees; painting and restriping; planting, irrigating, gardening and landscaping; signs and markers; parking control and security guards and fire protection or detection service; all general maintenance and repair; other general operation and maintenance costs and expenses; all labor and supplies required by the foregoing; and administrative costs attributable to the Common Area and overhead equal to fifteen percent (15%) of the total Operating Expenses of maintaining the Common Area as such costs are defined in this section, excepting therefrom any initial costs of equipment properly chargeable to capital account and the original costs of constructing the Common Area.

ARTICLE XII DEFAULT

12.01 Events of Default. The following shall constitute events of default hereunder:

(a) Tenant fails to pay any installment of Base Rent and Additional Rent when it is due, which such failure shall continue for ten (10) days after written notice;

(b) Tenant fails to perform any of its other obligations hereunder, which failure shall continue for ten (10) days after written notice thereof, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no event of default shall occur so

long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same;

(c) a permanent receiver is appointed for Tenant's property and such receiver is not removed within ten (10) days after written notice from Landlord to Tenant to obtain such removal;

(d) any bankruptcy, insolvency, or other debtor relief proceeding, whether voluntary or involuntary, is instituted respecting Tenant (or any guarantor of Tenant's obligations hereunder) under any present or future law and the trustee in bankruptcy or the Tenant, if the debtor in possession, does not affirm this Lease and provide Landlord with adequate security within ten (10) days thereafter;

(e) Tenant makes an assignment for benefit of creditors;

(f) Tenant's effects should be levied upon or attached under process against Tenant, and not satisfied or dissolved within ten (10) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or

(g) The vacation or abandonment of the Premises by Tenant shall not, in itself, constitute a default hereunder.

12.02 Remedies. Upon the occurrence of an event of default, Landlord shall have the option to do any of the following (in addition to and not in limitation of any other remedy permitted by law or by this Lease):

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; but if Tenant shall fail to do so, Landlord may, upon reasonable notice to Tenant and pursuant to O.C.G.A. § 44-7-50 et seq., enter upon the Premises and expel or remove Tenant and its effects. Tenant shall have ten (10) days thereafter to remove any personal property belonging to Tenant which remains on the Premises.

(b) With or without terminating this Lease and, upon reasonable notice to Tenant, enter upon the Premises, change the locks, and relet the Premises or any part thereof, without advertisement, by private negotiation, and for commercially reasonable terms and rental rate. In the event of such re-entry, Landlord may relet the Premises to such tenant or tenants for such commercially reasonable term or terms as Landlord may elect, being obligated to do so, and in the event of a reletting shall apply the rent therefrom first to the payment of Landlord's expenses, including reasonable attorney's fees incurred by reason of Tenant's default, and the expense of reletting including but not limited to the repairs, renovation or alteration of the Premises, and then to the payment of Base Rent and all other sums due from Tenant hereunder. Tenant shall remain liable for any deficiency, which shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant and the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease

for such previous breach. In addition, Landlord may do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises, in order to accomplish this purpose. Tenant agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in effecting compliance with this Lease on behalf of Tenant, including attorneys' fees, and Tenant further agrees that Landlord shall be liable for any damages resulting to the Tenant from such action, caused by the gross negligence or willful misconduct of Landlord.

(c) Landlord may, at its option and notwithstanding any other provisions or remedies available to Landlord to the contrary, terminate this Lease and receive as liquidated damages from Tenant the present cash value of all remaining monies owed to Landlord for the Term of the Lease, which present cash value shall be determined by using a discount factor of 8% per annum.

(d) Landlord may pursue any and all other rights and remedies available at law or in equity.

12.03 No Obligation to Accept a Tender. Landlord shall have no obligation to accept a tender of Base Rent by Tenant after the occurrence of an event of default by Tenant and the expiration of any applicable grace period.

ARTICLE XIII ASSIGNMENT AND HYPOTHECATION

13.01 Assignment and Subletting by Tenant. Tenant may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In the event of any such assignment or sublease, Tenant shall remain primarily liable and responsible under the Lease unless Landlord specifically agrees in writing to the contrary. Tenant may not hypothecate or encumber this Lease.

13.02 Assignment by Landlord. Landlord may assign by way of security or otherwise this Lease or any part hereof or any right hereunder without Tenant's consent, and any such assignment by Landlord of its entire interest in the Premises, and its entire rights under the Lease (other than a security assignment) shall relieve Landlord of any further obligation hereunder, except for obligations accrued at the time of such assignment.

13.03 Agreement to Subordinate. The Lease shall be and hereby is made subject and subordinate at all times to the lien or security title of any Deed to Secure Debt or mortgage (either or both of which shall hereinafter be referred to as a "Mortgage") granted by Landlord which may now or hereafter affect the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof provided that such mortgage shall state that the rights of Tenant under the Lease shall not be terminated, and the possession of Tenant shall not be disturbed so long as Tenant is not in default hereunder. While this provision shall be self-executing, upon Landlord's written request, Tenant agrees to execute and deliver, in recordable form, a separate written agreement, satisfactory to the holder of any such mortgage, evidencing such subordination provided it contains the non-

disturbance language referenced above and does not materially decrease Tenant's rights or materially increase Tenant's obligations under the Lease. In the event of foreclosure of any such mortgage or sale of the Premises under the power contained therein, Tenant shall attorn to and accept the purchaser at any such sale as Landlord for the balance of the then remaining term of the Lease, subject to all of the terms and conditions of the Lease.

13.04 Notice to Mortgagee. If Landlord shall notify Tenant of the placing of any mortgage against the Premises and the address of the mortgage, Tenant agrees that in the event of any act or omission by Landlord or any other occurrence which would give Tenant the right to terminate this Lease, to claim a partial or total eviction, or to reduce any rental payments hereunder, Tenant shall not exercise any such right (a) until it has notified in writing the holder of any mortgage which at the time shall be a lien on the Premises and of which it has notice, of such act or omission, (b) until a reasonable period, not exceeding ten (10) days, for commencing the remedying of such act or omission shall have lapsed following the giving of such notice, and (c) Landlord or such holder, with reasonable diligence, shall not have so commenced and continued to remedy such act or omission or cause the same to be remedied.

ARTICLE XIV CONDEMNATION

14.01 This Article to Govern. In the event that all or any part of the Premises shall be taken or condemned by any public or quasi-public authority under the power of eminent domain, or in the event of any transfer of all or any part of the Premises made in avoidance of any exercise of the power of eminent domain during the Term, the rights and obligations of Landlord and Tenant with regard to such condemnation, including rights to the award therefrom, shall be as provided in this Article XIV. In the event of a permanent taking of the entire Premises, or a taking of so much of the physical area of the Premises that the remainder cannot be economically and feasibly used by Tenant, this Lease shall terminate as of the date of condemnation, as defined in Article 14.02 below, and the Base Rent shall be apportioned to such termination date. If only a portion of the Premises shall be taken, this Lease shall remain in effect, and the Base Rent shall be reduced, effective as of the taking of possession by the condemning authority, in proportion to the reduction in net square footage of the Premises by reason of such taking. All that portion of the award received from the appropriation of land and improvements shall be paid to Landlord. Tenant shall be entitled only to any portion of the award attributable to loss of or damage for cessation or interruption of Tenant's business, loss of Tenant's leasehold in the Premises, the cost of relocation, or the cost of leasehold improvements paid for by Tenant, provided that such damages are set forth in a separate award to Tenant or are separately broken out in a single award. Any remainder of the award shall be the property of Landlord. Notwithstanding anything to the contrary in this Lease, if any taking or condemnation of any portion of the Premises, Building or Common Areas materially and adversely interferes with Tenant's ability to conduct its business, Tenant may, at its sole option, terminate this Lease upon fifteen (15) days prior written notice to Landlord and shall have no further obligation under this Lease.

14.02 Date of Condemnation. The "date of condemnation" shall mean (a) the day on which actual physical taking of possession pursuant to the exercise of said power of eminent

domain, or private purchase in lieu thereof, occurs, or (b) the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs, and the property shall be deemed condemned on said date.

ARTICLE XV DAMAGE AND DESTRUCTION

15.01 Landlord's Obligation to Repair and Reconstruct. If the Premises shall be damaged by fire, the elements, accident or other casualty (hereinafter collectively referred to as "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenantable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of rent. If, as the result of Casualty, the Premises shall be rendered wholly or partially untenantable, then subject to the provisions of Section 15.02, Landlord shall cause such damage to be repaired and, provided such damage is not caused by the negligence of Tenant, its agents, officers, employees, contractors, licensees, or invitees, all Rent shall be abated proportionately as to the portion of the Premises rendered untenantable during the period of such untenantability; and in the event Tenant is prevented from repairing improvements during Landlord's repairs, for a period not to exceed thirty (30) days thereafter during which time Tenant is repairing its leasehold improvements. All such repairs shall be made at the expense of Landlord, subject to Tenant's responsibility as set forth herein. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed on the Premises, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly. If Landlord is unable to repair the damage within one hundred fifty (150) days, this Lease shall be terminated as of the date of such damage. In the event of termination, the rights and obligations of the parties shall cease as of the date of such notice and Rent plus any Additional Rent due under this Lease shall be adjusted as of the date of such termination. In the event the repair to the Premises is not commenced and diligently pursued to completion by Landlord (including the access thereto) within one hundred fifty (150) days after the date of such casualty, then Tenant shall have the right to terminate the Lease upon notice to Landlord. Notwithstanding anything to the contrary in this Lease, if any damages or other casualty to the Building or Premises occur within the final year of the Term, or materially and adversely interferes with Tenant's ability to conduct its business and repairs cannot be completed within one hundred eighty (180) days from the date of the damage, Tenant may, at its sole option, terminate this Lease upon fifteen (15) days prior written notice to Landlord and shall have no further obligation under this Lease.

15.02 Landlord's Option to Terminate Lease. If the Premises are (a) rendered wholly untenantable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance or (c) damaged or destroyed in whole or in part during the Term, or (d) if fifty percent (50%) or more of the Building is damaged by Casualty, then, in any of such events, Landlord may elect to repair or rebuild the Premises or terminate this Lease by giving Tenant notice of such election within ten (10) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice and Rent plus any Additional Rental due under this Lease shall be adjusted as of the date of such termination.

15.03 Insurance Proceeds. If Landlord does not elect to terminate this Lease pursuant to Section 15.02, Landlord shall, subject to the prior rights of any mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of Landlord's Building in accordance with Section 15.01 hereof. All insurance proceeds payable with respect to the Building (excluding proceeds payable to Tenant pursuant to Section 8.02 herein), shall belong to and shall be payable to Landlord.

ARTICLE XVI SIGNAGE

16.01 Tenant's Signage. Tenant may install identification signage, including logo signage, on the interior of the Building on exterior walls of the Premises near the entrance door of the Premises area; provided, however, Tenant shall not place, construct or install any signs on any portion of the Premises nor allow to be constructed or installed any signs without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be provided with space on the directory board in the lobby area of the Building and Landlord, at its expense, shall install Tenant's name and Premises' suite number thereon. Landlord shall have complete authority over size, artwork, design, color, taste, text and content of all signs, provided that such regulations are uniformly applied amongst all Tenants of the Building. All such signs shall be maintained in a good and safe condition and appearance by Tenant at its sole cost and expense. Upon the expiration or sooner termination of this Lease, Tenant shall, at its sole cost and expense, remove all signage from the Premises and, if applicable, from the pylon sign. Tenant shall repair and restore any damage to the Premises, either inside or outside, resulting from the construction, maintenance or removal of said signs, and in the event Tenant fails to do so, Landlord may make such repairs or removal which is not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within ten (10) days after written demand therefor by Landlord. The obligations of Tenant set forth in this Article shall survive the expiration or earlier termination of this Lease.

16.02 Pylon Sign. Tenant, may, at Tenant's sole cost and expense, install signage on one of the Building pylon/monument signs after receiving Landlord's approval of such signage. Tenant's right to have its sign placed on such pylon sign shall be applicable throughout the Term, including any Renewal Term(s).

ARTICLE XVII MISCELLANEOUS

17.01 Expiration. Upon the Expiration Date or earlier termination of the Term, Tenant shall surrender the Premises, together with alterations, additions and improvements then a part thereof, in good order and condition except for ordinary wear and tear, repairs required to be made by Landlord and loss or damage by fire, the elements and other casualty required to be covered by Landlord's insurance.

17.02 Notices. All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the party making the same and shall be delivered in person or sent by certified or registered United States Mail, postage prepaid, or sent via a nationally recognized overnight courier, addressed as follows:

To Landlord: Landmark Building Properties, LLC
c/o David Garfunkel
400 Mall Blvd., Suite M
Savannah, Georgia 31406

Copy to: Harold Yellin, Esq.
Hunter, Maclean, Exley & Dunn, P.C.
Post Office Box 9848
Savannah, Georgia 31412

To Tenant: Joseph A. Melder
City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31402

Copy to: Bates Lovett, Esquire
City of Savannah Attorneys Office
P.O. Box 1027
Savannah, GA 31402
Email: blovett@savannahga.gov

David Keating
Senior Director, Real Estate Services
City of Savannah
P.O. Box 1027
Savannah, GA 31402
Email: dkeating@savannahga.gov

or at such address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given if notice is given by mail or the date of delivery if hand delivered.

17.03 Agents Leasing Commission. Each party represents that it has had no dealings with any real estate broker or agent in connection with the negotiation or execution of this Lease other than David Garfunkel & Co., LLC ("Broker"). In the event any claim is made for brokerage commissions in connection with this Lease by any person other than the Broker, then the party whose acts give rise to such claim hereby agrees to indemnify and hold the other

harmless from all damages and liabilities, including without limitation, court costs and reasonable attorney's fees.

17.04 No Waiver. The failure by either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision or agreement. Any subsequent payment or acceptance of Base Rent hereunder shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this Lease other than the failure of Tenant timely to pay the particular Base Rent so accepted, regardless of either party's knowledge of such preceding breach at the time of payment or acceptance of such Base Rent. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be specifically expressed in writing by the waiving party.

17.05 Entire Agreement. This Lease contains the entire agreement between the parties hereto, and no promises, agreements, conditions or stipulations not contained herein shall be binding upon either party hereto. No change or modification of this Lease shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by the party against whom the same is sought to be enforced.

17.06 Landlord's Right to Cure. In the event Tenant should default in the performance of any of its obligations hereunder, beyond any applicable notice and cure period, in addition to any other remedies provided hereunder or by law, Landlord shall have the right, at its option, to perform such obligations on behalf of Tenant at any time following ten (10) days' prior written notice to Tenant (except in cases of emergency when no notice shall be required). In such event, Tenant shall pay the Landlord, as additional rent hereunder, all costs and expenses so incurred by Landlord, including reasonable attorney's fees upon demand. All such amounts shall bear interest at the rate of twelve percent (12%) from the date such amounts are incurred until paid.

17.07 Captions. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope of intent of this Lease, or in any other way affect this Lease.

17.08 Successors and Assigns. Subject to the provisions of Article XII, this Lease, and each and every provision hereof, shall be binding upon and shall inure to the benefit of Landlord and Tenant, their respective successors, successors-in-title, legal representatives, heirs and assigns, and each party hereto agrees, on behalf of itself, its successors, successors-in-title, legal representatives, heirs and assigns, to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Lease, and hereby authorizes and directs its successors, successors-in-title, legal representatives, heirs and assigns, to execute any and all such instruments. Each and every successor in interest to any part hereto, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Lease.

17.09 Severability. In the event any provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

17.10 Construction. In all cases the language in this Lease shall be construed according to its fair meaning and not strictly for or against Landlord or Tenant. Whenever required by the context, the singular number shall include the plural and the masculine gender shall include the feminine and neuter.

17.11 Estoppel Certificate and Subordination, Non-Disturbance, and Attornment.

(a) Estoppel Certificate: Upon ten (10) days written request of Landlord, Tenant shall certify in writing the status of this Lease and the rental payable hereunder. Such Estoppel Certificate shall be in a form reasonably satisfactory to any governmental authority or public agency or to a prospective purchaser from, or assignee or subleasee of, or holder of a security instrument executed by Landlord. Such Estoppel Certificate shall certify the commencement date of the Term and the anticipated termination date thereof, whether or not this Lease is in full force and effect; whether or not this Lease has been amended or modified, and if so, in what manner, the date through which Base Rent payments have been made; whether or not there are any known defaults under this Lease, and if so, specifying the particulars of such default and the action required to remedy it; and whether or not there are any set-offs against or defenses to the enforcement of the terms and conditions of this Lease, and if so, specifying the particulars of such set-offs or defenses.

(b) Subordination, Non-Disturbance, and Attornment: This Lease shall be subject and subordinate to any existing or future mortgage, deed of trust, deed to secure debt or other encumbrance (collectively "Mortgage") on all or any portion or interest in the Building. Within thirty (30) days of request by Landlord or the Mortgagee, Tenant shall execute, acknowledge, and deliver a Subordination, Non-disturbance and Attornment Agreement ("SNDA"), reasonably satisfactory to Tenant. In the event of foreclosure of any such mortgage or sale of the Building under the power contained therein, Tenant shall attorn to and accept the purchaser at any such sale, any transferee who acquires the Building deed in lieu of foreclosure, and the successors and assigns of such purchaser(s) as Landlord for the balance of the then remaining term of the Lease, subject to all terms and conditions of the Lease. In the event Tenant fails to execute such instrument within thirty (30) days after written notice to Tenant, Tenant shall be in default hereunder without any notice or cure period being required to be given by Landlord hereunder. Notwithstanding anything contained herein to the contrary, within sixty (60) days of the Effective Date, Landlord will use commercially reasonable efforts to deliver an SNDA signed by Landlord and Landlord's mortgagee on such mortgagee's standard form which shall be reasonably satisfactory to Tenant and Tenant's attorney.

17.12 Recording. This Lease conveys a leasehold estate in the Premises. This Lease shall not be recorded.

17.13 Counterparts. This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one

contract. Further, signatures transmitted in a "PDF" format by e-mail, or accomplished through an electronic signature platform, such as DocuSign, shall have the same force and effect as an original signature in this Lease.

17.14 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

17.15 Waiver of Claims. Unless caused by the negligence or willful act or failure to act of Landlord or its agents, employees or contractors, Tenant waives all claims against Landlord for damages to the property of Tenant resulting from the Premises, or the Common Area being out of repair or from act or neglect of any other tenant or any accident or theft in, on or about the Premises or the Common Area, subject to the terms and conditions in this Lease.

17.16 Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees actually incurred thereby, and a right to such reasonable attorneys' fees and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

17.17 Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties as constituting Landlord a partner of Tenant in the conduct of Tenant's business, or as creating the relationship of principal and agent or joint ventures between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the Term be and remain that of Landlord and Tenant only.

17.18 Limitation of Liability. Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Building and the net rental therefrom, and neither Landlord nor any of the members of Landlord, shall have any personal liability whatsoever with respect to this Lease. Neither Tenant, nor any partner or member of Tenant, nor any officer, director, shareholder or employee of Tenant, its partners and/or members, shall have any personal liability whatsoever with respect to this Lease.

17.19 Good Faith. Any time the consent or approval of Landlord or Tenant is required under this Lease, such consent or approval shall not be unreasonably withheld or delayed, and whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations or make an allocation or other determination, Landlord and Tenant shall act reasonably and in good faith.

17.20 Hazardous Substances. Landlord hereby represents that no dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (hereinafter collectively called "Environmental Regulations"), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, and petroleum products, or any other waste,

material, substance, pollutant or contaminant which would subject the owner or Tenant of all or any part of the Building or the land upon which the Building is located to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances") will be present in or about the Premises as of the date Landlord delivers possession of the Premises to Tenant. Landlord shall indemnify Tenant against, shall hold Tenant harmless from, and shall reimburse Tenant for, any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorney's fees incurred by Tenant (prior to trial, at trial and on appeal) in any action against or involving Tenant, resulting from presence of any Hazardous Substances in the Premises which were present therein as of the date Landlord delivered possession of the Premises to Tenant, or from the discovery of any Hazardous Substance thereafter deposited in, upon, under or over the Building by anyone other than Tenant or its agents, employees or contractors or persons claiming by, through or under Tenant. In the event Hazardous Substances are ever discovered in the Premises and the same were present therein as of the date Landlord delivered possession thereof to Tenant, then Landlord shall immediately, at its sole cost, remove such Hazardous Substances from the Premises and restore the Premises, including Tenant's decor, to the condition existing therein immediately prior to such removal. The foregoing representations and covenants hereof shall be deemed continuing covenants, and representations for the benefit of Tenant, and any successors and assigns of Tenant, and shall survive the expiration or termination of this Lease.

17.21 Authority. Landlord and Tenant each hereby represent that the person signing on behalf of such party has the full right, authority, authorization, and approval to enter into this Lease and by doing so does not violate any existing agreement, indenture, law, or ordinance to which it is a party or by which it is bound or affected. Upon request of Landlord, Tenant will deliver to Landlord a true, correct and certified copy of the enabling resolutions adopted by Tenant.

17.22 Indemnity.

(a) Except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, defend and hold harmless Landlord and Indemnitees from and against all losses, liabilities, damages, costs, expenses (including the reasonable attorneys' fees and costs), causes of action, suits, demands, judgments and claims of any nature whatsoever arising, resulting from, or relating to any injury to person or damage to or loss of property (i) on or about the Building (excluding the Premises), (ii) on or about the Common Area and caused by negligence, act, omission, or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or any other person entering the Building under the invitation of the Tenant (iii) arising out of the use of the Building by Tenant and the conduct of its business therein, or (iv) arising out of any breach or default by Tenant in the performance of its obligations hereunder. This indemnity shall be enforceable to the full extent, whether or not such liability and claims are the result of joint, concurrent, or intentional acts of the Indemnitees. Notwithstanding the foregoing, the Parties acknowledge that any indemnity provided by tenant is limited to the extent permitted by State law and is without waiver of sovereign immunity.

17.23 Confidentiality of Lease. From and after the date lease negotiations were entered into and throughout the Term of this Lease, the Parties shall not disclose any of the terms,

covenants, conditions or agreements set forth in the letters of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other information (oral, written or electronic) which is communicated by or on behalf of Tenant or on behalf of Landlord relating to Tenant's proposed development of the Premises (including, without limitation, architectural plans, specifications, site plans and drawings) or Tenant's business, to any person including, without limitation, any brokers, any other tenants in the Building or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without Tenant's written consent or except as ordered by a court with appropriate authority provided Landlord seeks available protective orders. Landlord hereby acknowledges that the disclosure of the foregoing to any third party would cause material damage to Tenant, and Landlord agrees to indemnify, save and hold Tenant harmless from and against any and all damages suffered by Tenant which are attributable to any disclosure by Landlord in violation of the terms of this provision. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease and any amendments hereto and letters of intent to those of its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, lenders or purchasers of the Property who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants and current or potential lenders, assigns or subtenants who agree to be so bound. Notwithstanding the foregoing, the Parties expressly acknowledge that the Tenant is subject to Georgia's Open Records Act, O.C.G.A. § 50-18-70, *et seq.* As between this Agreement and the Open Records Act, the provisions of the Georgia Open Records Act control.

17.24 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any non-monetary obligation required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of G-d, hurricanes or tornadoes or other reasons of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

17.25 Waiver of Conflict. Hunter, Maclean, Exley, & Dunn, P.C. has previously represented Tenant on legal matters, and it has previously represented and currently represents Landlord on a wide variety of business and real estate related issues. For this transaction, HunterMaclean will be representing Landlord. HunterMaclean will not be representing Tenant. The representation of Landlord by Hunter, Maclean, Exley & Dunn, P.C. is being undertaken with full and expressed knowledge of Tenant and is being done at the instruction and with the consent of all parties to this Lease. By execution of this Lease, Tenant hereby waives any conflict of interest which may exist by virtue of Hunter, Maclean, Exley & Dunn, P.C.'s representation of Landlord in this transaction.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have entered this Lease under seal, in duplicate,
the date and year first above written.

LANDLORD:

LANDMARK BUILDING PROPERTIES,
LLC, a Georgia limited liability company

By: 

Name: E. B. Gaines III

Its: President


Witness

TENANT:

MAYOR AND ALDERMEN OF THE CITY
OF SAVANNAH, a municipal corporation of
the State of Georgia

By: Joseph A. Melder

Name: Joseph A. Melder

Its: City Manager


Witness

FOLLOWING EXECUTION, THE ORIGINAL AND TWO COPIES HEREOF SHALL BE
RETURNED TO LANDLORD

EXHIBIT "A"

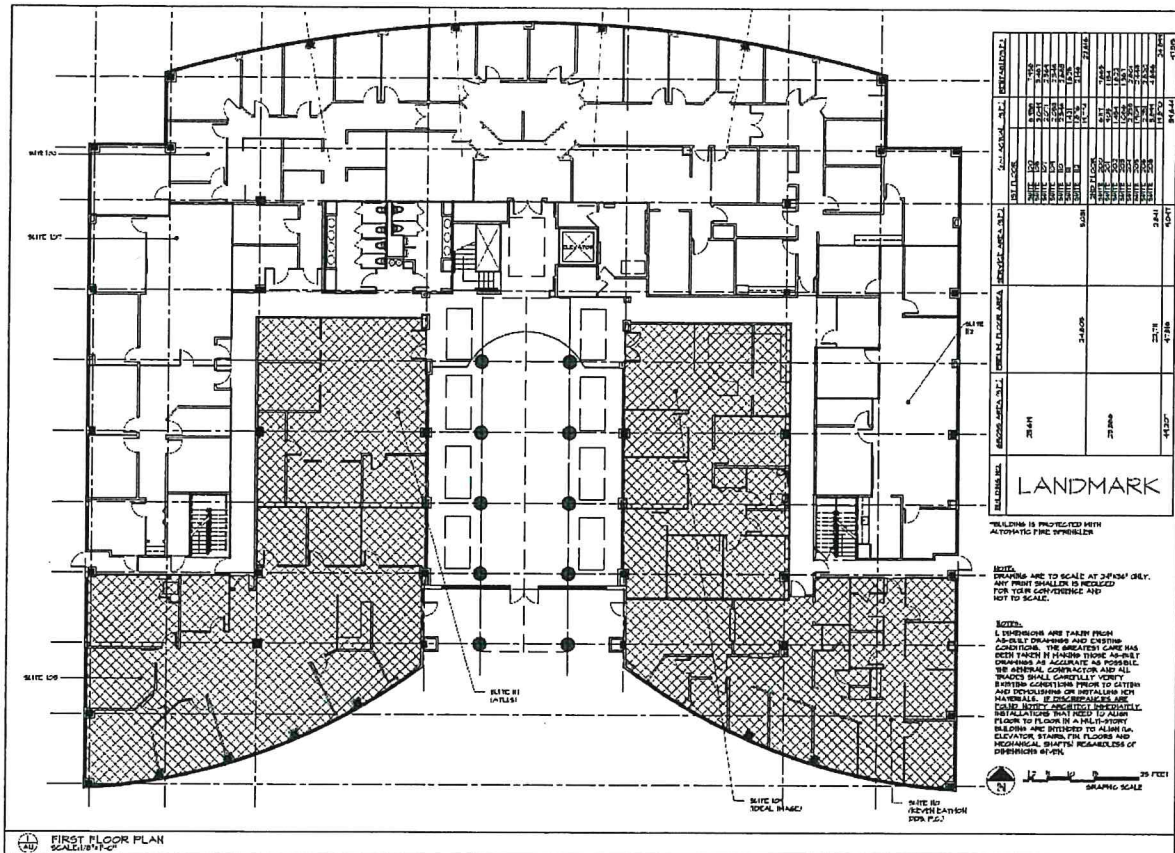
Description of the Building

All that certain tract or parcel of land situate, lying and being in the City of Savannah, Chatham County, Georgia, in Mingledorff Ward, containing 3.33 acres, being portions of Block 123, 148, 153 and 178, portions of the former rights-of-way of Wheeler Street and Jackson Boulevard and portions of two former lanes, Oakdale Subdivision, and being more particularly described as follows and now known under a recombination plat as Lot 1:

Beginning at a point, which is marked by an concrete monument, at the intersection of the East right-of-way line of Abercorn Street Extension and the South right-of-way line of Stuart Street and running thence South $72^{\circ}10'00''$ East along the south right-of-way line of Stuart Street a distance of 250.00 feet to a point; running thence South $15^{\circ}33'00''$ West a distance of 580.00 feet to a point on the (new) north right-of-way line of Jackson Boulevard; running thence North $72^{\circ}10'00''$ West along the (new) north right-of way line of Jackson Boulevard a distance of 250.00 feet to a point on the east right-of-way line of Abercorn Street Extension; running thence North $15^{\circ}33'00''$ East along the east right-of-way line of Abercorn Street Extension a distance of 580.00 feet to the Point of Beginning.

The above-described Lot 1 is shown on that certain Plat prepared by Hussey, Gay & Bell, Engineers, dated April of 1986 and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 7-S, Folio 17, to which reference is hereby made for a more complete description of said Lot 1, and said map is expressly made a part of this description.

Description of Premises



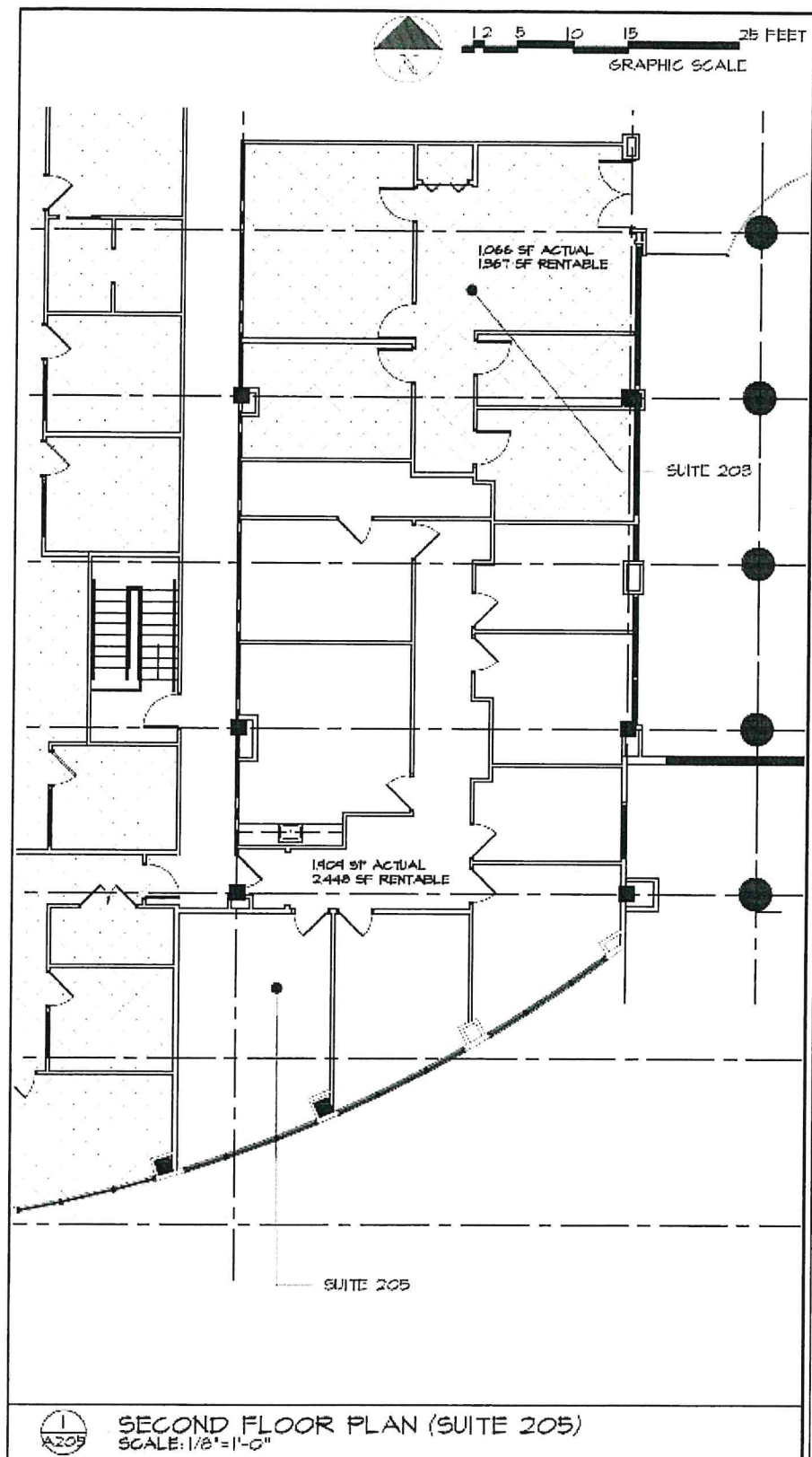


EXHIBIT "C"

Rules and Regulations

These rules and regulations are an integral part of that certain Lease between LANDMARK BUILDING PROPERTIES, LLC, a Georgia limited liability company ("Landlord") and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia ("Tenant").

1. No sign, advertisement, display, notice, or other lettering or picture shall be exhibited, inscribed, painted or affixed on any part of the outside of the Building or inside, if visible from the outside.
2. No awning, signs or projections shall be attached to the outside walls of the Premises or the Building without, in each instance, the prior written consent of Landlord.
3. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.
4. All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed in the area specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall not install any automatic garbage disposal equipment without the prior written consent of Landlord.
5. No radio or television or other similar device shall be installed without, in each instance, the Landlord's prior written consent. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or in the common area without, in each instance, the prior written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.
6. No auction, fire, bankruptcy, second hand or going-out-of business sales or other promotions or sales (except for periodic sales in the normal course of business) shall be conducted on or about the Premises without the prior written consent of the Landlord.
7. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
8. The corridors immediately adjoining the Premises shall not be obstructed by the Tenant, and Tenant shall not place or permit any obstructions in such areas or in the stairwells.
9. Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including but not limited to, pay telephones, pay lockers, scales, amusement devices and machines for the sale

of beverages, foods, chewing gum, candy, cigarettes or other commodities without the prior written consent of the Landlord.

10. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort or convenience of Landlord or any of the other occupants of the Building or their customers, clients, agents or invitees or any others lawfully in the Building. Tenant shall not store gasoline, kerosene, or any inflammable or combustible or hazardous substance on the Premises without the prior written consent of Landlord except for reasonable quantities of office supplies such as toner. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

11. Tenant shall not go onto the roof without the express written consent of Landlord obtained first in each instance.

12. Tenant's entry doors shall at all times, except when in actual use, be kept closed.

13. No furniture, freight or equipment of any kind shall be brought into or removed from the Premises without the consent of Landlord; and all moving of same into or out of Premises, by Tenant, shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Premises, and also the times and manner of moving the same in and out of the Premises. Landlord shall not be responsible for loss or damage to any such safe or property from any cause; but all damage done to the Premises by moving or maintaining any such safe or property shall be repaired at the expense of Tenant by contractors or mechanics named by Landlord.

14. Tenant shall not mark, drive nails or screws or drill into the partitions, woodwork or plaster, mark or defile elevators, water-closets, rest rooms, walls, windows, or any part of the Building, or throw trash or other substances about the Building, or in any way deface the Premises, Building, the Common Area or any part thereof. The foregoing shall not be construed to limit Tenant's right to install decorations in the Premises or drive nails or screws into the interior walls of the Premises, provided that Tenant shall repair any damage caused by such installation prior to the termination of the lease.

15. Tenant shall not alter any lock or install any new additional locks or bolts on any door of the Premises, without permission of Landlord, with such permission not to be unreasonably withheld conditioned or delayed. .

16. Tenant agrees not to have duplicate keys made without the consent of Landlord, and if needed they will be provided by Landlord at a nominal charge. Upon termination of the Lease, Tenant shall surrender all keys; provided, however, that the surrender of such keys shall not in itself be considered as a termination of the Lease or a surrender of the Premises.

17. Requests for work shall be directed to the Landlord's office. Employees of the Landlord's office shall not perform any work other than as directed by the Landlord.

18. Landlord or Landlord's representative shall not be liable for excluding any person from the Building who is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

19. Doors of the Premises are to be closed and securely locked when Tenant closes, and Tenant must observe strict care and caution that all water faucets and other apparatus are shut off before Tenant's employees leave the Premises, and that all electricity, gas or air shall likewise be carefully shut off so as to prevent waste or damage.

20. Tenant shall not disturb, solicit or canvas any occupant of the Building and shall cooperate to prevent the same.

21. Landlord shall have the right to amend these rules and regulations and to add additional rules and regulations provided that such additional rules shall be uniformly applicable to all tenants of the Building and shall not conflict with the provisions of Tenant's lease.

EXHIBIT "D"

Landlord's Work

Landlord shall provide only the following work:

Suite 100

- Change out 28 lamps
- Paint 1 coat on walls
- Relocate 3 cabinets
- Remove firewall
- Frame and install cased opening into suite 112
- Remove carpet
- Furnish and install new carpet
- Remove debris to offsite dumpster

Suite 112

- Change out 14 lamps
- Paint 1 coat on walls
- Cut door into space from Suite 100
- Remove carpet
- Furnish and install new carpet
- Remove debris to offsite dumpster

Suite 107

- Remove all movie theater sound board
- Prep walls
- Change out 34 lamps
- Paint 1 coat on walls
- Remove carpet
- Furnish and install new carpet
- Remove debris to offsite dumpster

Suite 205

- Remove carpet
- Change out 28 lamps
- Paint 1 coat on walls
- Furnish and install carpet throughout space

- Remove carpet
- Furnish and install new carpet
- Remove debris to offsite dumpster

Suite 206

- Remove carpet
- Change out 28 lamps
- Furnish and install door jamb and door in lobby
- Remove window in lobby and countertop
- Frame up and bring drywall to level 4 finish
- Furnish and install door jamb and door in-between offices
- Remove glass wall and cap off ends
- Paint 1 coat on walls
- Furnish and install carpet throughout space
- Remove carpet
- Furnish and install new carpet
- Remove debris to offsite dumpster

Suite 100

- Close off both vestibules in lobby with security doors

EXHIBIT "E"

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT ("Agreement"), is made this 28 day of March, 2023 by and between LANDMARK BUILDING PROPERTIES, LLC, a Georgia limited liability company ("Landlord") and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated January 18, 2023 ("Lease"), wherein Landlord leased to Tenant and Tenant leased from Landlord, Suite 208, consisting of 16,582 rentable square feet ("Premises"), within the building located at 6600 Abercorn Street, Savannah, Georgia 31405 known as the Landmark Building; and

WHEREAS Landlord and Tenant wish to set forth their agreement as to the Commencement Date and other dates of the Lease.

NOW, THEREFORE, in consideration of the Premises as described in the Lease and the covenants set forth therein, Landlord and Tenant agree as follows:

1. The Commencement Date under the Lease shall be April 1, 2023.
2. The Termination Date of the Lease shall be MARCH 31, 2026.
3. Tenant has two (2) renewal terms of one (1) year each.

[Signatures Page to Follow]

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

LANDLORD:

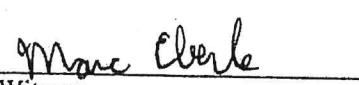
LANDMARK BUILDING PROPERTIES, LLC, a
Georgia limited liability company

By: 

Name: EB Gaines III

Title: President

Date: 3-30-23


Witness

TENANT:

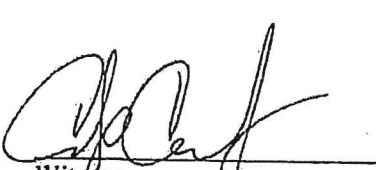
MAYOR AND ALDERMEN OF THE CITY OF
SAVANNAH, a municipal corporation of the State
of Georgia

By: Joseph A. Melder

Name: Joseph A. Melder

Title: City Manager

Date: January 17, 2023


Witness