

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE (this “**Amendment**”), is made entered into as of _____ day of _____, 2024 (the “**Effective Date**”), by and between **J.L. MCINTOSH, AS TRUSTEE OF THE 2250 EAST VICTORY DRIVE TRUST (“Landlord”)**, and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia.

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated October 31, 2017, and amended by the First Amendment to Lease Agreement dated June 2020, regarding real property more particularly described in the Lease Agreement; and

WHEREAS, the Lease Agreement, the First Amendment to Lease Agreement, and this Amendment shall collectively be referred to as the “**Agreement**”, and

WHEREAS, the term of the Lease Agreement will expire on December 31, 2024 and the Landlord and Tenant desire to amend and extend the Lease Agreement through this Amendment; and

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

AGREEMENT

1. **Recitals.** The Recitals set forth above are deemed by the parties to be true and correct and are incorporated herein by this reference to be binding upon the parties the same as if set forth in full in this paragraph.

2. **Definitions.** Any term not expressly defined in this Amendment shall have the definition contains in the Agreement.

3. **Renewal Terms.** The Tenant shall have the option of renewing this Lease for four (4) additional consecutive terms beyond current Lease expiration date of December 31, 2024, of one (1) year each (collectively referred to as “**Renewal Terms**”) on the same terms and conditions as provided in Section 3.2 of the Lease Agreement.

4. **Base Rent.** Starting with Lease Year 8, Tenant shall pay a base rent of \$17.39/sqft, with an annual 4% increase thereto applied upon each anniversary of the Lease, as more particularly set forth below, as rounded:

Term	Per Square Foot	Annual Rent	Monthly Rent
Lease Year 8/Renewal Term 3: January 2025 to December 2025	\$ 17.39	\$ 175,436	\$ 14,620
Lease Year 9/Renewal Term 4: January 2026 to December 2026	\$ 18.08	\$ 182,454	\$ 15,204
Lease Year 10/Renewal Term 5: January 2027 to December 2027	\$ 18.80	\$ 189,752	\$ 15,813
Lease Year 11/Renewal Term 6: January 2028 to December 2028	\$ 19.56	\$ 197,342	\$ 16,445

5. **Notices.** Notice as to the Landlord shall be modified as follows:

J.L. McIntosh, as Trustee of 2250 East Victory Drive Trust
c/o Ronald McIntosh
1182 Belle Bluff Road NE
Townsend, GA 31331
Tel: 912-656-5351
Email: Ronald.mcintosh@comcast.net

[Signature Page Follows]

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

LANDLORD:

**J.L. MCINTOSH, AS TRUSTEE OF THE 2250 EAST
VICTORY DRIVE TRUST**

By: Ronald McIntosh
Name: Ronald McIntosh
Its: OWNER

TENANT:

THE MAYOR AND ALDERMEN OF CITY OF SAVANNAH

By: _____
Name: Joseph A. Melder
Its: City Manager