

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2025 ("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:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated January 18, 2023 ("Lease"), wherein Landlord leased to Tenant and Tenant leased from Landlord Suites 100, 107, 112, 205 and 206, consisting of approximately 16,582 square feet of space known ("Premises"), as more further shown and described in the Lease, located in The Landmark Building, 6600 Abercorn Street, Savannah, Chatham County, Georgia ("Building").

WHEREAS, Landlord and Tenant now desire to amend the terms of the Lease and to memorialize the terms in a written document.

NOW THEREFORE, in consideration of the premises, the promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties mutually agree as follows:

1. Premises. Landlord and Tenant acknowledge and agree that Landlord shall use commercially reasonable efforts to deliver Suite 105 in the Building, which suite contains approximately 3,487 square feet ("Additional Premises") to Tenant on or before January 01, 2026 ("Delivery Date"), with Landlord being responsible for: cleaning the carpet or replacing the carpet if cleaning does not effectively restore carpet to a good condition; filling holes and providing touch-up paint to the walls; and replacing any stained or water damaged ceiling tiles within the Additional Premises. Upon delivery of the Additional Premises to Tenant, Section 1.01 (g) of the Lease shall be amended so that Suite 105 shall be added to the Premises, and the parties acknowledge and agree that the Premises shall contain 20,069 square feet.

2. Annual Base Rental. Landlord and Tenant acknowledge and agree that the Lease Term shall be extended for a period of two years (2) years, with the Base Rent to be paid by Tenant to Landlord, as follows:

Lease Term	Per Square Foot	Monthly Base Rent	Annual Base Rent
Delivery Date – 03/31/26	\$26.52	\$44,352.49	\$133,057.47 (3 Months)
04/01/26 – 03/31/27	\$27.32	\$45,690.42	\$548,285.08
04/01/27 – 03/31/28	\$28.14	\$47,061.81	\$564,741.66

3. Additional Rent. In addition to the Base Rent described herein, Tenant shall continue to pay such additional charges required to be paid pursuant to the Lease, .

4. Renewal Terms. Section 2.03 of the Lease is hereby deleted in its entirety and replaced with the following:

2.03 Renewal Terms. Provided that 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 one (1) additional term of two (2) years ("Renewal Term") on the same terms and conditions as provided herein, except that Base Rent shall be as shown below. 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 (180) day period, Tenant's option shall be deemed waived.

Renewal Term	Per Square Foot	Monthly Base Rent	Annual Base Rent
04/01/27 – 03/31/28	\$28.98	\$48,466.64	\$581,599.62
04/01/28 – 03/31/29	\$29.85	\$49,921.64	\$599,059.65

5. Additional Space. Provided that no Event of Default then exists, Landlord shall use commercially reasonable efforts to provide Tenant with the option to lease additional space within the Building, to the extent the same becomes available during the Lease Term. In the event such additional space becomes available and Tenant exercises this option to expand, Landlord and Tenant shall use best efforts to negotiate an amendment to Lease reflecting the increase in square footage and modifications to the Base Rent.

6. No Waiver. This First Amendment does not constitute: (a) a waiver, release or forgiveness of or with respect to any terms related to the Lease except to the extent described above; (b) a cure or permanent waiver of any default or event of default or any other conditions or circumstances related to the Lease; (c) a novation or any future commitment to modify the Lease, or any commitment to modify the Lease; (d) a course of conduct by Landlord and Tenant that would directly or indirectly limit, impair or otherwise adversely affect any rights, interests or remedies of Landlord in connection with the Lease, or obligating Landlord to agree to, or to negotiate or consider an agreement to, any waiver of any obligation or default by any person or entity under any document in respect of the Lease; or a waiver, election or estoppel of any rights, remedies, defenses and objections available to Landlord and its affiliated entities under the Lease or under any laws or in equity, in connection with the Lease, all such rights, remedies, defenses and objections being hereby expressly preserved.

7. Miscellaneous. Except as expressly modified hereby, all terms and conditions of the Lease shall remain in full force and effect. The Lease, as amended by this First Amendment, sets forth the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written understandings regarding such subject matter. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to

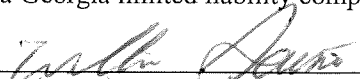
be an original, but all of which together shall constitute one and the same instrument. This First Amendment and the Lease will be governed by and construed in accordance with Georgia law. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the Lease, the terms and conditions of this First Amendment shall control. In all other respects, the terms and conditions of the Lease shall remain in full force and effect and shall govern the respective rights, obligations and duties of the parties hereto. Tenant represents and warrants that the person signing on behalf of Tenant has the full right and authority to enter into this First Amendment and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Lease as of the Effective Date.

“LANDLORD”

LANDMARK BUILDING PROPERTIES,  
LLC, a Georgia limited liability company

By:   
Name: William Gaines  
Title: Owner / manager

\_\_\_\_\_  
Witness

“TENANT”

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

By: \_\_\_\_\_  
Name: Joseph A. Melder  
Title: City Manager

\_\_\_\_\_  
Witness