

SECOND AMENDMENT TO LEASE

This First Amendment to Lease made and entered into effective the _____ day of October 2025 by and between Foley CB, LLC, an Alabama Limited liability company ("Landlord") and City of Foley, AL ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Agreement dated December 1, 2024 for the sole purpose of leasing approximately 2,348 rented square feet and usable square feet identified as Suite 250 located on the second floor ("Premises") of the building listed as 200 W. Laurel Avenue, Foley, Alabama 36535 ("Building") pursuant to that certain Lease dated December 1, 2024 ("Lease"); and

WHEREAS, Landlord and Tenant entered into the Lease Agreement ("Parking Lot Agreement") dated January 1, 2022 for the sole purpose of leasing that certain real property as described therein to be used exclusively as a parking lot; and

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. The term of Lease shall be extended for 12 months beginning December 1, 2025 ("Commencement Date").

1.2. The Parking Lot Agreement shall be extended via a separate agreement..

2.3. Tenant shall pay to Landlord monthly Base Rent in the amount of \$2,821.17 (\$14.42 PSF annually) plus monthly additional charges ("Additional Rent") for Tenant's proportional share of common area maintenance, utilities, real estate taxes, insurance, landscaping, property management and janitorial services associated with the Building. Additional Rent will be based on Tenant pro rata share of 11%.

3.4. Landlord shall provide and Tenant shall accept the Premises in "as-is" condition.

Except as revised and amended herein, all other terms and conditions contained in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant, or their respective duly authorized representatives, have duly affixed their signatures under hand and seal on the date first written above.

LANDLORD:

FOLEY CB, LLC
An Alabama limited liability company

By: _____
Kartar Sidhu

As its: Manager

TENANT:

CITY OF FOLEY, AL

By: _____
Ralph Hellmich

As its: Mayor