

## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease made and entered into effective the \_\_\_\_\_ day of October 2024 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 November 6, 2021 for the sole purpose of leasing approximately 2,500 rented square feet and 2,814 usable square feet identified as Suite 225 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 November 6, 2021 (“Lease”); and

**WHEREAS**, Landlord and Tenant entered into the Lease Addendum dated October 7, 2022; 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

**WHEREAS**, Landlord and Tenant entered into a lease amendment dated September 24, 2023 to allow for lease extensions for the commercial lease agreement dated November 6<sup>th</sup>, 2021 and parking lot agreement dated January 1, 2022.

**WHEREAS**, Landlord and Tenant desire to amend the Lease to lease the 2,814 usable sq. ft.

**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, 2024 (“Commencement Date”).
2. Tenant shall have the right to terminate lease upon Sixty (60) days written notice.
3. The Parking Lot Agreement shall be extended via a separate agreement..
4. Tenant shall pay to Landlord monthly Base Rent in the amount of \$3,259.55 (\$13.90 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 13.47%.
5. Tenant shall have the right to extend the Lease on a month-to-month basis for a maximum period of ninety (90) days under the same terms and conditions; provided

Tenant give Landlord sixty (60) months prior written notice of its intent to exercise this Right to Extend.

During the above extension period, Landlord may cancel the Right to Extend by providing Tenant with thirty (30) days prior written notice.

6. 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