

**SECOND AMENDMENT TO STATION LEASE AGREEMENT**

This Second Amendment to Station Lease Agreement (“Second Amendment”) is made this \_\_\_ day of March, 2024, (the “Effective Date”), by and between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, with offices at 250 Ramsey County Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102, as Lessor (“RCRRA”), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104, as Lessee (“Amtrak”), referred to collectively as the “Parties.”

**Recitals**

1. RCRRA and Amtrak entered into that certain Station Lease Agreement, effective on December 16, 2013 (“Lease”), that set forth the terms and conditions, and the rights and obligations of the Parties, for Amtrak’s use of the Premises;
2. RCRRA and Amtrak also entered into a separate Operating Agreement, effective November 29, 2013 (“Operating Agreement”), for, inter alia, the operation, maintenance and repair of certain railroad trackage and passenger platforms located on the Property;
3. The Parties amended the Lease by execution of that certain First Amendment to Lease, effective on August 18, 2015 (the “First Amendment”) to include an additional “Package Area” and an “Equipment Area” each located in an area of Parking Lot B of Union Depot, and to set the Rent and Utilities costs and other charges for the Package Area and the Equipment Area;
4. Amtrak has announced its intention to add a second west-bound train per day arriving at Union Depot, which entails the addition of a second eastbound train departing from Union Depot, and will require space and services for storage for one train at Union Depot overnight beginning in 2024 (the “TCMC Service”);
5. RCRRA and Amtrak desire to amend the Lease on the terms and conditions contained herein;
6. RCRRA is authorized to enter into this Second Amendment pursuant to Minnesota Statutes § 398A.04, subd. 11, to operate its governmental program to, *inter alia*, preserve and improve rail service for passenger traffic.

**NOW THEREFORE**, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

- A. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this Second Amendment shall have the same meaning as in the Lease.

**B. Train Storage.**

- 1) Amtrak may use certain RCRRA track location(s) as directed by RCRRA for the temporary storage and interior servicing of one (1) train (the “Layover Track”). RCRRA shall not prohibit Amtrak from storing trains on the Layover Track, as permitted by this Subparagraph B(1).
- 2) Except in an emergency, Amtrak engine maintenance, fueling, or other major repairs for a stored Amtrak train will not be conducted on the Layover Track. Prior to emergency repairs on the Layover Track Amtrak shall provide RCRRA with the earliest possible advance written notice. Said notice shall be given to RCRRA’s Director of Property Management (address, telephone and email). For purpose of this notification, email notification shall be deemed written notice.
- 3) Amtrak personnel and any Amtrak service contractors shall be granted access to the Layover Track and the fenced area at Gate 8 through the adjacent Union Depot Parking Lot C as shown on **Exhibit “A”**, attached hereto and made a part hereof, via use of cards/codes provided by RCRRA. Amtrak personnel and any Amtrak service contractor is granted the authority to load and unload one, and only one, service vehicle near the Layover Track. No authorization is granted for Amtrak staff or Amtrak service contractors to park vehicles in any Union Depot parking lot without separate parking contracts. Amtrak acknowledges that Amtrak staff or Amtrak service contractors who violate this provision will have their vehicles ticketed and towed at the violator’s sole cost and expense. Amtrak’s trash removal contractor shall not be deemed “Amtrak service contractors” pursuant to this Subparagraph B.(3).
- 4) Train Storage Charge. For each month in which Amtrak stores a train or trains on track owned by RCRRA for more than six (6) consecutive hours in one 24-hour period, Amtrak shall pay to RCRRA, as Rent, a “**Train Storage Charge**” of \$9,000.00 per month, plus the full actual cost of utilities and services as set forth in **Section 6(c)** of the Station Lease. The Train Storage Charge shall increase by 3% each calendar year effective January 1 of each year commencing January 1, 2025. RCRRA may prorate the Train Storage Charge in the months where train storage is not needed for the entire month. RCRRA may, in its sole discretion, waive the Train Storage Charge for RCRRA’s own events. At no time, and under no circumstances, shall Amtrak store two or more trains simultaneously at Union Depot. Nothing in this agreement shall be interpreted as allowing for the storage of multiple trains. Train Storage Charge is not subject to the Rent Limit. Amtrak’s payment of such Train Storage Charge does not constitute a waiver of any rights regarding such use, codified in 49 U.S.C. Section 24101, *et seq.*

- 5) Amtrak Trains. Section 6(c) shall be amended and restated as follows: “Amtrak Trains. The actual costs of any electrical, water and sewer service which is provided to Amtrak trains by way of metering or submetering shall be paid by Amtrak as an item of Rent. These separately metered or submetered costs shall not be subject to the Rent Limit. RCRRA shall be responsible for installing all required meters at its sole cost and expense. In the event that utilities are not separately metered and submetered, they shall be considered part of the Operating Expenses and subject to the Rent Limit.”
- C. **Train Trash Removal**. Amtrak is responsible for collecting and removing trash from Amtrak trains. Amtrak may use the Passenger Platform to collect trash removed from trains and shall promptly transport such trash to bins that are designated for Amtrak’s exclusive use. Amtrak may use and occupy and use the concrete pad located between the Passenger Platform and vehicle access gate as designated on **Exhibit A** for the placement and use of bins approved by RCRRA for disposal of Amtrak trash. Amtrak shall pay, as an item of Rent, for the full actual annual cost for the service to remove and dispose of the Amtrak trash from the bins designated for Amtrak’s exclusive use. Amtrak acknowledges that the annual cost for **2023 will be \$25,180.00**, based on 2022 actual costs for this service, which will be invoiced by RCRRA as part of the annual Train Tower Expense Statement. The train trash costs are not subject to the Rent Limit. In the event that Amtrak determines that it can provide a more cost-effective service to the trash removal, Amtrak shall present a plan for RCRAA’s review and approval, which approval shall not be unreasonably withheld.
- D. **Trailer and Storage Boxes**. Amtrak may use and occupy that certain area as is as designated on **Exhibit A** for the placement and use of up to one (1) storage box as approved by RCRRA. Such storage box shall be used for the service activities associated with the stored train and short-term vehicle parking associated with the service activities. Placement and use shall not interfere with use of the general area and access road along the Tail Track or with activities related to any Special Trains. Amtrak shall keep the grounds around the storage box in the designated area free of any exterior storage and shall promptly remove and properly dispose of all trash and debris in bins designated for Amtrak’s exclusive use as provided in Section 4 of the Lease and shall not litter or deposit refuse in the general area or along the Tail Track. The storage box area is not considered part of the Premises and has no utility connectivity.
- E. **Rent Limit**. Section 3(a) shall be amended and restated as follows:
- Rent**. The term "Rent" shall mean and include all amounts to be paid by Amtrak to RCRRA as set forth and pursuant to this Lease and includes (i) Amtrak's Proportionate Share of Operating Expenses; (ii) the Train Tower Charge, as set forth below in this Section 3, each of which shall be paid in equal monthly installments commencing on the Commencement Date and continuing on the first day of each calendar month thereafter (iii) all other amounts which shall be due or become due from Amtrak to RCRRA pursuant to

the terms and conditions of this Lease. Amtrak shall not be required to pay Rent, including metered utility charges, the Train Tower Charge and any costs and expenses related to the Operating Agreement, but excluding the Train Storage Charge, Train Trash cost, and Excess Services as defined in Section 3.g.(iv) below, of any kind and in any manner, in excess of \$250,000.00 per year ("Rent Limit"), which amount of Rent Limit shall increase by 3% each calendar year commencing January 1, 2025 and each year thereafter, Rent shall be prorated on a daily basis for the remainder of the month of the Commencement Date.

- F. **Notices.** Section 27 of the Lease shall be amended to account for subsequent address changes from the Commencement Date of the Lease. Said address changes for Amtrak and RCRRA are amended as specified below:

<p><i>If to RCRRA:</i></p> <p>Ramsey County Property Management 121 – 7<sup>th</sup> Place East, Suite 2200 St. Paul, MN 55101 ATTN: Director</p> <p><i>With a copy to:</i></p> <p>Ramsey County Regional Railroad Authority 250 Ramsey County Courthouse 15 West Kellogg Boulevard St. Paul, MN 55102</p>	<p><i>If to Amtrak:</i></p> <p>Amtrak 30th Street Station, Box 25 Philadelphia, PA 19104 Attn: Senior Director, Real Estate Services</p>
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Notices mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

- G. **Non-Waiver.** Except as expressly amended hereby, the Lease shall remain unmodified and in full force and effect. The term “Lease” shall mean the Lease as amended hereby, and as the parties may amend it from time to time.
- H. **Signatures/Execution.** Each person executing this Second Amendment on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Second Amendment and to bind such party with respect to all of its obligations hereunder. This Second Amendment may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Second Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Second Amendment. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a

record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Second Amendment.

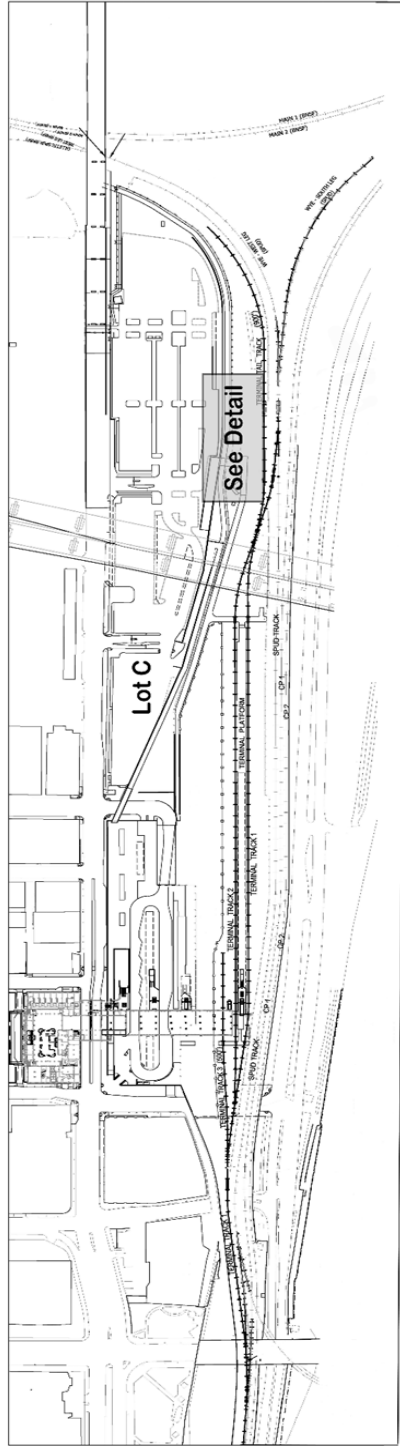
**IN WITNESS THEREOF**, the undersigned, intending to be legally bound hereby, have executed this Second Amendment to the Lease as of the day and year first written above.

<p><b>LESSOR</b></p> <p><b>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</b></p> <hr/> <p>Rafael E. Ortega Chair</p> <p><i>Approval recommended:</i></p> <hr/> <p>Jean R. Krueger, Director Ramsey County Property Management</p> <p><i>Approved as to form:</i></p> <hr/> <p>Assistant Ramsey County Attorney</p>	<p><b>LESSEE</b></p> <p><b>NATIONAL RAILROAD PASSENGER CORPORATION</b></p> <hr/> <p>Louis Wolfowitz Vice President Real Estate and Commercial Development</p>
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**EXHIBIT A**



**UNION DEPOT**



**Detail**

