

AMENDMENT #2

TO LEASE AGREEMENT BY AND BETWEEN

Hmong American Partnership

And

Ramsey County

This LEASE AMENDMENT #2 ("AMENDMENT #2") made as of November 16, 2021 is by and between Hmong American Partnership, 1075 Arcade Street, Saint Paul, MN 55106 (hereinafter "LESSOR"), and Ramsey County, a political subdivision of the State of Minnesota (hereinafter "LESSEE").

RECITALS

- A. LESSOR and LESSEE are parties to the LEASE agreement commenced March 1, 2012 ("LEASE") for Suite 117 in the building located at 1075 Arcade Street, St. Paul Minnesota known as the HAP Building (the "Building"), and to the FIRST AMENDMENT TO THE LEASE dated September 1, 2016 ("AMENDMENT #1").
- B. The term of the LEASE was five (5) years; commenced March 2, 2012 and terminated February 28, 2017. LESSEE exercised its right to re-new for an additional five (5) years. LEASE AMENDMENT #1 commenced March 1, 2017 and terminates February 28, 2022.
- C. LESSOR and LESSEE, having previously agreed to AMENDMENT #1, now desire to amend the LEASE to extend the Term and establish mutually agreeable rent.

NOW THEREFORE, in consideration of the mutual promises in this AMENDMENT #2 and other good and valuable consideration, the parties agree as follows:

1. **Term.** The Term of this AMENDMENT #2 shall be a period of five (5) years and commence on March 1, 2022 (the "Commencement Date") and shall terminate and expire on February 28, 2027 (the "Termination Date"), except if this agreement is sooner terminated as provided in AMENDMENT #2.
2. **Option to Renew.** LESSEE shall have the option to renew the term of AMENDMENT #2 for one (1) additional five (5) year term to commence immediately following the expiration of AMENDMENT #2. LESSEE shall provide LESSOR with not less than one-hundred-eighty (180) calendar days' advance written notice of the exercise of the option to extend described herein. Rent for the renewal period shall be negotiated based on the current market rates and conditions at the time the option to extend is exercised.
3. **Termination.** LESSOR or LESSEE shall each have the option to terminate this lease agreement for any reason upon provision of written notice of such intent to the other party not less than ninety (90) calendar days of the effective termination date.
4. **Leased Premises.** Leased Premises is affirmed as Suite 117 and consisting of approximately 3,000 square feet and as generally depicted in Exhibit A to AMENDMENT #2.
5. **Rent Schedule.** Effective as of March 1, 2022 RENT of AMENDMENT #1 is deleted in its entirety and replaced to provide that the Gross Rent payable to the LESSOR for the period from March 1, 2022 through February 28, 2027 is as follows:

Lease AMENDMENT #2 between Hmong American Partnership and Ramsey County - effective March 1, 2022.

| <u>YEAR</u> | <u>DATES</u> | <u>MONTHLY RENT</u> | <u>RENTAL RATE</u> |
|-------------|-------------------------|---------------------|--------------------|
| 1 | 03/01/2022 - 02/28/2023 | \$4,500 | \$18.00 |
| 2 | 03/01/2023 - 02/28/2024 | \$4,562.50 | \$18.25 |
| 3 | 03/01/2024 - 02/28/2025 | \$4,625 | \$18.50 |
| 4 | 03/01/2025 - 02/28/2026 | \$4,687.50 | \$18.75 |
| 5 | 03/01/2026 - 02/28/2027 | \$4,750 | \$19.00 |

As was established in AMENDMENT #1 this lease under AMENDMENT #2 is a gross lease and the rent stated in Section 5 Rent Schedule is Gross Rent and is inclusive of all and any operating expenses, real estate taxes and assessment and other similar charges of any type, and LESSEE shall not be obligated to pay any pro rata share of Common Area Maintenance (CAM) or similar charges.

Each year of the lease during AMENDMENT #2, year 1 through year 5, shall commence March 1 of the calendar year starting March 1, 2022 and end the last day of February of the immediately following calendar year.

6. **Leasing Commission.** It is understood that LESSEE will pay no leasing commission to any broker in connection with this transaction.
7. **Full Force and Effect.** To the extent not specifically amended or modified in this AMENDMENT #2, all terms, and conditions of the LEASE, as previously amended and as defined in the RECITALS above shall remain in full force and effect.
8. **Effective Date.** AMENDMENT #2 shall only be effective upon execution hereof by both parties.
9. **Incorporation of Recitals and Exhibit.** The Recitals and Exhibit are true and correct and are incorporated herein.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Amendment #2 to be effective as of the date first written above.

LESSEE

RAMSEY COUTNY

By: _____

Commissioner Toni Carter
Chair, Ramsey County Board

Date: _____

By: _____

Mee Cheng
Chief Clerk, Ramsey County

Date: _____

RESOLUTION NO. _____

LESSOR

HMONG AMERICAN PARTNERSHIP

By:  _____

Its: President/CEO

Date: 11/10/21

DEPARTMENTAL RECOMMENDATION:

By: Jean Krueger
Jean Krueger
Director of Property Management

Date: 11/10/21

APPROVED AS TO FORM:

By: Amy K. Stenius
Assistant Ramsey County Attorney

Date: 11/10/2021