

**SECOND AMENDMENT TO LEASE
BETWEEN RAMSEY COUNTY AND LOWRY BUILDING LLC**

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”) is made as of the _____ day of _____, 2023, (the “Effective Date”) and is by and between Lowry Building LLC, a Minnesota limited liability company, as the managing and authorized co-tenant for Lowry Building LLC and HLV, LLC, a Minnesota limited liability company (“Landlord”), and the County of Ramsey, a political subdivision of the State of Minnesota, on behalf of the Ramsey County Attorney’s Office (“Tenant”).

RECITALS

- A. Pursuant to Ramsey County Board Resolution Number 2012-234, Landlord and Tenant entered into that certain **Lease** effective August 22, 2012, with a lease term from November 7, 2013, through August 31, 2023 (the “Original Lease”);
- B. Landlord and Tenant further agreed to that certain **Memorandum of Rent Credit Between Lowry Building LLC and the County of Ramsey** dated April 25, 2017;
- C. Landlord and Tenant further agreed to that certain **First Amendment to Lease Between Ramsey County and Lowry Building LLC**, which was approved by the Ramsey County Board of Commissioners on August 20, 2019, Res. B2012-234;
- D. The Original Lease, as amended, will terminate by its terms on August 31, 2023;
- E. Tenant has purchased and is currently renovating another property for use by the Ramsey County Attorney’s Office and other County uses;
- F. Such renovations will not be complete prior to the scheduled Lease termination date on August 31, 2023; and
- G. Tenant wishes to, and Landlord has agreed to, extend the Lease through January 31, 2024, under the same terms and conditions of the Lease, as amended, except as provided in this Second Amendment (the “Holdover Period”).

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises in this Second Amendment and other good and valuable consideration, Landlord and Tenant agree as follows:

- 1. **Amending Section 19. Surrender and Holding Over.** Section 19 of the Original Lease is amended as follows (new language in *bold italics*, stricken language in [~~bracketed strikethrough~~]):

Section 19. Surrender and Holdover

On the last day of the Term, or upon any earlier termination of this Lease, or upon any reentry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord in good order, condition and repair, except for ordinary wear and tear, loss due to casualty or condemnation, permitted Alterations and such damage or destruction as Landlord is required to repair or restore under this Lease, and (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date (as adjusted by any Extension Term) or after any earlier termination date of this lease, or after Tenant's right to possession terminates without the execution of a new Lease, with Landlord's written consent: (a) Tenant shall be deemed a tenant from month to month and shall pay [~~one hundred fifty percent (150%) of the~~] Base Rent ***in a monthly amount agreed upon by Landlord and Tenant*** [~~last prevailing hereunder~~]. If Tenant holds over without a new lease or Landlord's written consent, Tenant shall be deemed a Tenant at will, which tenancy may be terminated upon thirty (30) days' written notice from Landlord. The provisions of this Section 19 shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

2. **Amending Exhibit C. Rent Schedule.** Exhibit C of the Original Lease is amended to add the following line to the Rent Table:

<i>Lease period</i>	<i>Leased Space</i>	<i>Monthly Payment</i>	<i>Full Lease Period Amount</i>
<i>Holdover Period (9/1/2023 – 1/31/2024)</i>	<i>All spaces and square footages listed in the Original Lease, as amended</i>	<i>\$55,820.56</i>	<i>\$279,102.80</i>

3. **Other Terms and Conditions.** Except as modified by this Second Amendment, all other terms and conditions of the Original Lease, as previously amended, shall remain unchanged and in full force and effect.

4. **Incorporation of Recitals.** The parties agree that the Recitals at the beginning of this Second Amendment are true and correct, and are incorporated in this Second Amendment.

IN WITNESS WHEREOF, this Second Amendment to Lease is duly executed effective as of the Effective Date first written above.

[remainder of the page left blank intentionally; signature page follows]

Signature Page for Second Amendment to Lease

LANDLORD:

LOWRY BUILDING LLC

By: _____

Printed Name

Its: _____

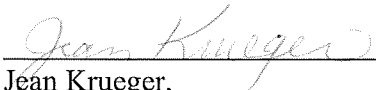
TENANT:

COUNTY OF RAMSEY

Trista MatasCastillo, Chair
Ramsey County Board of Commissioners


Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Approval recommended:



Jean Krueger,
Director, Ramsey County Property
Management

Approved as to form:



Assistant Ramsey County Attorney