#### SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made this 30<sup>th</sup> day of August 2022 by and between **The Home Company**, **LLC**, a Minnesota limited liability company ("Landlord"), and **Gloria Edin Contreras**, Attorney at Law ("Tenant")

## **WITNESSETH:**

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated January 1, 2021 and the First Amendment to Lease dated December 31, 2021 (the "Lease") for approximately 2,223 rentable square feet located at 213 East Fourth Street, Suite 201, Saint Paul, MN 55101 (the "Premises") of the Building generally referred to from time to time as 213 4<sup>th</sup> Street and/or The CoCo Building ("Building") and;

WHEREAS, the parties now desire to amend the Lease all on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, for themselves their legal representatives, successors and assigns agree to modify the Lease as follows:

- 1. <u>Amendment of Lease.</u> Effective September 1, 2022, the Lease shall be amended as set forth below:
- 2. <u>Limitation on Use of the Premises.</u> The Tenant shall remove the bed from the Premise and shall not use the Premises for residential purposes or any form of overnight stays. **Sleeping is prohibited in the Premises.** The Tenant may only use the Premises as an office and/or group meeting place and for storage. The Tenant shall only occupy and use the Premises during the hours that the first floor tenant of the Building, Desperate Measures, LLC d/b/a Lost Fox is open for business as those hours may change from time to time.
- 3. <u>Shared Utilization.</u> From and after September 1, 2022 the corridor of the Premises from the freight elevator to the hallway may be used by Minnesota Soccer Holdings, GBC d//b/a Minnesota Aurora to bring materials to and from the rear entrance to the Building up the freight elevator to its premises at Suite 202 which is contiguous to the Premises. During the remaining term of this lease the Tenant and Minnesota Soccer Holdings, GBC d//b/a Minnesota Aurora shall arrange mutually acceptable times for the use of the corridor of the Premises from the freight elevator to the hallway under the supervision of Tenant or Tenant's designee.
- 4. <u>Gross Rent.</u> Tenant shall pay the following amounts of monthly Gross Rent, and otherwise in accordance with the Lease.

| Period                  | Annual Gross    | Monthly Gross Rent | Period Gross Rent |
|-------------------------|-----------------|--------------------|-------------------|
|                         | Rental Rate PSF |                    |                   |
| 09/01/2022 - 12/31/2022 | n/a             | \$1,500.00         | \$8,000.00        |

5. <u>Shortened Termination Option.</u> If Landlord receives an acceptable offer to Lease the Premises or to sell the Building, Landlord may terminate this Lease of the Premises with 30-days written notice to Tenant that tenant shall vacate the premises. In the alternative Landlord may provide Tenant other storage space within the Building only for storage of the contents of the Premises until December 31, 2022.

Tenant may terminate this lease with 30-days written notice to Landlord and upon vacating the premises and acceptance of the Premises by Landlord the Tenant's obligation to pay rent shall cease.

**IN ALL OTHER RESPECTS**, the terms and conditions of the Lease and the First Amendment dated December 31, 2021 shall remain in full force and effect.

**THIS SECOND AMENDMENT TO LEASE** shall become effective only upon execution and delivery thereof by Landlord and Tenant.

**IN WITNESS WHEREOF** the Landlord and Tenant have executed this First Amendment to Lease as of the day and year first above written:

Attorney at Law

**Gloria Edin Contreras** 

DocuSigned by:

TENANT:

LANDLORD:

The Home Company, LLC

a Minnesota limited liability company

By: C416D3E3A1F84A3...

Name: Jeffrey B. Heegaard

Its: Chief Manager

Dated: 8/30/2022 | 7:41 PM PDT

D3E3A1F84A3...  $|By|^{\epsilon}$ 

98C109F8FB7A41B

Dated: 8/30/2022 | 1:50 PM PDT

ilonia Contreras Edin

# **DocuSign**

## **Certificate Of Completion**

Envelope Id: DC8BA16C70274896815AD428669D236D

Subject: Please DocuSign: Final 2nd Amendment GloriaContreras Lease.pdf

Source Envelope:

Document Pages: 2 Signatures: 2
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

**Envelope Originator:** 

Joe Popp

2550 University Ave W

Suite 416S

Saint Paul, MN 55114 joe@suntide.com

IP Address: 65.144.205.138

#### **Record Tracking**

Status: Original Holder: Joe Popp Location: DocuSign

8/30/2022 1:01:57 PM joe@suntide.com

Signer Events
Gloria Contreras Edin

gloria@contrerasmetelska.com

Security Level: Email, Account Authentication

(None)

Signature

Gloria Contreras Edin

Signature Adoption: Pre-selected Style Using IP Address: 96.67.178.225

# Timestamp

Sent: 8/30/2022 1:05:43 PM Viewed: 8/30/2022 1:49:04 PM Signed: 8/30/2022 1:50:52 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 8/30/2022 1:49:04 PM ID: 13b60c15-b7ad-4e1a-9940-48f4284dbbf8

Jeffrey B. Heegaard jeffheegaard@me.com

Security Level: Email, Account Authentication

(None)

C416D3E3A1F84A3...

Signature Adoption: Drawn on Device Using IP Address: 73.228.177.226

Signed using mobile

Sent: 8/30/2022 1:50:53 PM

Viewed: 8/30/2022 7:40:29 PM Signed: 8/30/2022 7:41:09 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 8/30/2022 7:40:29 PM

In Person Signer Events

**Editor Delivery Events** 

ID: c1978001-860d-466e-9c0e-eb9ade4234d6

| Signature | Timestamp |
|-----------|-----------|
|           |           |

# Agent Delivery Events Status Timestamp

**Status** 

#### Intermediary Delivery Events Status Timestamp

## Certified Delivery Events Status Timestamp

## Carbon Copy Events Status Timestamp

Jennifer McCall jennifer@suntide.com

Security Level: Email, Account Authentication

(None)

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**Timestamp** 

**Carbon Copy Events** 

Status

**COPIED** 

**Timestamp** 

Tarell Friedley

taflaw@gmail.com

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Security Level: Email, Account Authentication

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| Witness Events                             | Signature        | Timestamp            |  |  |
|--|------------------|----------------------|--|--|
| Notary Events                              | Signature        | Timestamp            |  |  |
| Envelope Summary Events                    | Status           | Timestamps           |  |  |
| Envelope Sent                              | Hashed/Encrypted | 8/30/2022 1:05:43 PM |  |  |
| Certified Delivered                        | Security Checked | 8/30/2022 7:40:29 PM |  |  |
| Signing Complete                           | Security Checked | 8/30/2022 7:41:09 PM |  |  |
| Completed                                  | Security Checked | 8/30/2022 7:41:10 PM |  |  |
| Payment Events                             | Status           | Timestamps           |  |  |
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: llutterman@suntide.com

# To advise Suntide Commercial Realty, Inc. of your new email address

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ii. send us an email to llutterman@suntide.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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