

## SECOND AMENDMENT TO LEASE

This is the Second Amendment to that certain lease by and between the CITY OF SALEM, an Oregon municipal corporation ("Lessor") and RUDY'S STEAKHOUSE LLC, an Oregon LLC ("Lessee") dated July 10, 2017 ("Lease").

### RECITALS:

**Whereas**, pursuant to the Lease, Lessor leased to Lessee, certain real property located at 350 Chemeketa Street NE, Salem, Marion County, Oregon, as described in the Lease; and

**Whereas**, Lessor and Lessee are desirous of amending the Lease ratify agreed upon negotiation terms to replace equipment as part of the Lease.

**Now therefore**, the Parties agree as follows:

Section 34 of the Lease is hereby modified as follows:

#### 34. SPECIAL CONDITIONS

None. Lessor agrees to reimburse Lessee up to \$50,000 to replace the walk-in coolers/freezers within the Premises at a time of Lessee's choosing. Lessee agrees to a pre-construction walk through with the contractor and the City of Salem Facilities Division prior to construction. Lessor further agrees to adhere to all building codes and attain all applicable permits for the replacement of the walk-in coolers/freezers.

**IN WITNESS WHEREOF** the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

**LESSEE:**

RUDY'S STEAKHOUSE LLC

**LESSOR:**

CITY OF SALEM

By: \_\_\_\_\_  
Robert Kunke

By: \_\_\_\_\_  
Steven D. Powers, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_