

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 7

Lease No. 12022

THIS AMENDMENT No. 7 to Lease No. 12022 is made by and between Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Employment and Economic Development; Disability Determination Services.

WHEREAS, Landlord and Tenant entered into Lease No. 12022, dated September 26, 2014, as subsequently amended, involving the lease of approximately twenty nine thousand seven hundred fifty five (29,755) usable square feet of space, comprised of the following:

FLOOR/SUITE	DESCRIPTION	SQ. FT.
Lower Level	Storage	435
Third Floor	Storage	490
Suite 300	Office	<u>28,830</u>
	Total	29,755

WHEREAS, pursuant to Amendment No. 6 to Lease No. 12022 (“Amendment No. 6”), the term of the Lease was renewed for a period of one (1) month, through January 31, 2024, and Tenant was required to vacate the Leased Premises by such date;

WHEREAS, Tenant is unable to vacate the Leased Premises by such date and acknowledges that this is creating difficulties and delays for Landlord’s plans to remodel the Leased Premises and the Metro Square building;

WHEREAS, the parties agree that in attempt to offset a portion of costs the Landlord has incurred by Tenant’s continued occupancy, Tenant has agreed to make payments in addition to the base rent amount;

WHEREAS, Landlord has agreed to one additional short-term extension of the term of the Lease subject to Tenant’s agreement to and performance of the terms and conditions set forth in this Amendment No. 7;

WHEREAS, Tenant shall cooperate with Landlord at all times during this short-term extension and shall accommodate Landlord’s needs for escorted inspections and preparation for construction in the existing Leased Premises while Tenant is preparing to move to its new space;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which, together with the recitals set forth above, shall become a part of Lease No. 12022 effective as of January 22, 2024.

1. **RENEWAL TERM.** This Lease shall be renewed for an additional period of one (1) month, commencing February 1, 2024 and continuing through February 29, 2024 (“February Renewal Term”), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **TENANT REMOVAL OF FURNITURE AND PERSONAL PROPERTY.** Tenant shall immediately commence and diligently proceed with the removal of all of Tenant’s furniture and personal property from the Leased Premises, proceeding in a fast and orderly manner. Tenant shall remove, from the Leased Premises, all furniture and personal property located in the tan-shaded areas depicted on Exhibit A (the “Priority Areas”) no later than February 16, 2024, and if Tenant fails to do so, Tenant shall pay the Priority Area Payment as set forth in Section 4 below. Tenant shall remove from the Leased Premises all other furniture and personal property within the Leased Premises no later than February 29, 2024, and if Tenant fails to do so, Landlord may, without notice to Tenant, remove and dispose of such personal property at Tenant’s sole expense, and Tenant shall reimburse Landlord for the costs of such removal and for all disposal costs upon receipt of Landlord’s invoice therefor.

3. **RENT**

3.1 **Rent Payment** Tenant shall pay Landlord base rent for the Renewal Term in the sum of Fifty-Seven Thousand Four Hundred Sixty Six and 37/100 dollars (\$57,466.37). In addition to the base rent, Tenant shall pay Landlord Additional Rent (“Additional Rent”) in the sum of Eighty-Six Thousand Two Hundred Eleven and 56/100 Dollars (\$86,211.56) for a total base rent plus Additional Rent payment of One Hundred Forty Three Thousand Six Hundred Seventy Seven and 93/100 dollars (\$143,677.93), according to the rent schedule set forth below:

RENEWAL TERM	USABLE SQ. FT.	RENT RATE PER SQ. FT.	MONTHLY RENT	RENEWAL TERM RENT
02/01/24 - 02/29/24				
Office	28,830	\$23.63	\$56,771.08	\$56,771.08
Storage	925	\$9.02	\$695.29	\$695.29
Total	29,755		\$57,466.37	\$57,466.37
Additional Rent			\$86,211.56	\$86,211.56
			TOTAL	\$143,677.93

- 3.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Disability Determination Services
Department of Employment and Economic Development
121 7th PI E #300
St Paul MN 55101

- 3.3 Rent Payment Address Tenant shall pay via electronic payment, or mail or deliver the rent payment on or before February 29, 2024, to Landlord at the following address:

Ramsey County
Department of Property Management
121 7th PI E #2200
St Paul MN 55101

4. **PRIORITY AREA PAYMENT.** If all furniture and personal property located within the Priority Areas has not been removed from the Leased Premises by February 16, 2024, Tenant shall pay to Landlord the additional sum of Seventy-Three Thousand Four Hundred Eighty One and 59/100 Dollars (\$73,481.59) (the "Priority Area Payment"). The Priority Area Payment is due February 29, 2024.
5. **PRIORITY AREA ACCESS.** Tenant's operations contain sensitive and confidential data that is subject to protection under federal and state laws. As such, upon completion of Priority Area removal of Tenant's furnishings and personal property, Tenant shall allow Landlord access to the Priority Area as needed in preparation for Landlord's demolition and reconstruction efforts upon at least one (1) day notice. To avoid all doubt, no staff, agents, vendors, contractors, or subcontractors of Landlord shall be allowed in the Priority Area or Leased Premises without escorted access by Tenant.
6. **EXECUTION IN COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
7. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

Exhibit A Priority Areas

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
RAMSEY COUNTY

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title County Board Chair

Date _____

By _____

Title Chief Clerk, Ramsey County Board

Date _____

APPROVAL RECOMMENDED:

By Jean Krueger

Title Director, Property Management

Date 1-31-2024

COUNTY ATTORNEY:

By Kathleen Ritter

Title Assistant County Attorney

Date 1/31/2024

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Title _____

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

Date _____

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT; DISABILITY
DETERMINATION SERVICES

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____
Date _____

SWIFT PO _____
Account Code _____
Fund No _____
Contract No. _____

EXHIBIT A

