

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 6

Lease No. 11357

THIS AMENDMENT No. 6 to Lease No. 11357 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 Explore Minnesota Tourism.

WHEREAS, Landlord and Tenant entered into Lease No. 11357 dated November 1, 2004, and previously amended by an Amendment of Lease No. 1 dated November 28, 2007, an Amendment of Lease No. 2 dated November 1, 2012, an Amendment of Lease No. 3 dated March 7, 2017 and an Amendment of Lease No. 4 dated June 28, 2018, and an Amendment of Lease No. 5 dated October 29, 2020 (as so amended, hereinafter referred to as the "Lease"), involving the lease of approximately nine thousand eight hundred four (9,804) usable square feet of space ("Leased Premises"), in the Metro Square Building ("Building"), located at 121 East 7th Place, City of St. Paul, County of Ramsey, Minnesota 55101,:

WHEREAS, Landlord is in the process of remodeling the Building and as part of the remodeling, Landlord will need to take temporary possession of a portion of the Leased Premises to complete its remodeling work which includes necessary improvements to the Building;

WHEREAS, the parties hereto deem certain amendments, additional terms and conditions mutually beneficial for the effective continuation of the Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions to be incorporated into Lease No. 11357 on the date set forth herein.

1. TEMPORARY SQUARE FOOTAGE REDUCTION FOR LANDLORD'S BUILDING IMPROVEMENTS WORK

- 1.1 Effective July 11, 2024 and continuing through January 31, 2025 ("Rent Credit Period"), Landlord and Tenant accept the temporary reduction of seven hundred forty nine (749) usable square feet of space ("Affected Area"), as shown on the floor plan, attached hereto and incorporated herein as Exhibit F, to accommodate Landlord's plans for remodeling of the Building which includes but not limited to necessary Building improvements work. Tenant agrees to temporarily vacate and remove its Personal Property (except for Tenant's furniture) in the Affected Area of the Leased Premises by the end of the business day on July 10, 2024 and temporarily turnover possession of

the Affected Area to the Landlord. Landlord shall, at its own expense, install a temporary wall that will separate the Leased Premises from the Affected Area.

- 1.2 Furniture Dismantling, Removal and Storage Landlord shall, at its own expense, dismantle and remove Tenant's furniture in the Affected Area including any electrical, data cabling, IT work, and low voltage work necessary to dismantle Tenant's furniture. Landlord shall, at its expense, store said furniture in a secured space in the Building or a secured storage location during the Rent Credit Period.
- 1.3 Rent Credit Landlord and Tenant hereby agree to credit the rent for the Affected Area of the Leased Premises during the Rent Credit Period as shown in Section 2.2 below. In the event Landlord completes the Building improvements work affecting the Affected Area and the work described in Section 1.5 below earlier than January 31, 2025, Landlord shall notify Tenant of such work completion and the Rent Credit shall cease at the last day of the month the notice was received. Landlord and Tenant hereby agree to amend the Lease to document the earlier completion date and adjust the Rent Credit Period.
- 1.4 Extension of the Rent Credit Period Landlord and Tenant hereby agree that Landlord has the right to extend the Rent Credit Period for an additional one (1) month commencing on February 1, 2025 and continuing through February 28, 2025 ("Extended Rent Credit Period") by providing Tenant with sixty (60) days prior written notice. Landlord and Tenant hereby agree to document the Extended Rent Credit Period via an amendment to the Lease and update the rent schedule shown in Section 2.2 below to reflect a rent credit during the Extended Rent Credit Period.
- 1.5 Possession of the Affected Area after Building Improvements Work At the completion of the Building improvements work which shall not be later than the Extended Rent Credit Period, and prior to Landlord's turnover of the Affected Area to Tenant for occupancy, Landlord shall, at its expense, remove the temporary wall, restore and clean the Affected Area in as good condition as when Tenant temporarily turnover the Affected Area to Landlord, and reinstall Tenant's furniture in the Affected Area, including performing any electrical, data cabling, IT work, and low voltage work for Tenant's furniture.

2. RENT

- 2.1 Deletion Effective July 1, 2024, Section 2.1 of the Amendment No. 5 to the Lease is hereby deleted and of no further force and effect and is replaced with the following Section 2.2.
- 2.2 Tenant shall pay Landlord rent according to the rent schedule set forth below:

(SEE RENT SCHEDULE ON NEXT PAGE)

AMENDMENT PERIOD			SQUARE FEET	RATE PER SQ. FT.	MONTHLY RENT	AMENDMENT PERIOD RENT
10/01/20	-	10/08/20				
Suite 360 Office			9,804	\$ 19.69	\$ 4,151.44	\$ 4,151.44
Suite 153 Warehouse			4,344	\$ 14.46	\$ 1,350.88	\$ 1,350.88
Total			14,148		\$ 5,502.32	\$ 5,502.32
10/09/20	-	10/31/20				
Suite 360 Office			9,804	\$ 19.69	\$ 11,935.39	\$ 11,935.39
11/01/20	-	07/31/21				
Suite 360 Office			9,804	\$ 19.69	\$ 16,086.73	\$ 144,780.57
08/01/21	-	07/31/22				
Suite 360 Office			9,804	\$ 20.08	\$ 16,405.36	\$ 196,864.32
08/01/22	-	07/31/23				
Suite 360 Office			9,804	\$ 20.48	\$ 16,732.16	\$ 200,785.92
08/01/23	-	06/30/24				
Suite 360 Office			9,804	\$ 20.89	\$ 17,067.13	\$ 187,738.43
07/01/24	-	07/10/24				
Suite 360 Office			9,804	\$ 20.89	\$ 5,505.50	\$ 5,505.50
07/11/24	-	07/31/24				
Suite 360 Office			9,804	\$ 20.89	\$ 11,561.55	\$ 11,561.55
Rent Credit (Affected Area)			(749)	\$ 20.89	\$ (883.26)	\$ (883.26)
			9,055		\$ 10,678.29	\$ 10,678.29
08/01/24	-	01/31/25				
Suite 360 Office			9,804	\$ 21.31	\$ 17,410.27	\$ 104,461.62
Rent Credit (Affected Area)			(749)	\$ 21.31	\$ (1,330.10)	\$ (7,980.60)
			9,055		\$ 16,080.17	\$ 96,481.03
02/01/25	-	07/31/25				
Suite 360 Office			9,804	\$ 21.31	\$ 17,410.27	\$ 104,461.62
08/01/25	-	07/31/26				
Suite 360 Office			9,804	\$ 21.73	\$ 17,753.41	\$ 213,040.92
08/01/26	-	07/31/27				
Suite 360 Office			9,804	\$ 22.17	\$ 18,112.89	\$ 217,354.68
					Total	\$ 1,395,128.99

2.3 Financed Tenant Improvement Allowance Tenant shall continue to pay to Landlord the Financed Tenant Improvement Allowance pursuant to Section 2.2 of Amendment No. 3 to the Lease, which shall be in addition to the Rent set forth in Section 2.2 above.

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

Explore Minnesota Tourism
Metro Square Building, Suite 360
121 East 7th Place
St Paul MN 55101

2.5 Rent Payment Address Tenant shall pay Landlord via electronic payment, mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

Ramsey County Property Management
121 Seventh PI E #2200
St Paul MN 55101

3. **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.
4. 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 F Affected Area of the Leased Premises

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

LANDLORD:

RAMSEY COUNTY, a political subdivision of the State of Minnesota

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

By _____

Title _____

Date _____

APPROVAL RECOMMENDED:

By Jean Kuegel

Title Director, Property Mgmt

Date 7/1/2024

COUNTY ATTORNEY:

Approved as to form:

By Kathleen Ritter

Title Assistant County Attorney

Date 7/1/2024

TENANT:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA
EXPLORE MINNESOTA TOURISM

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

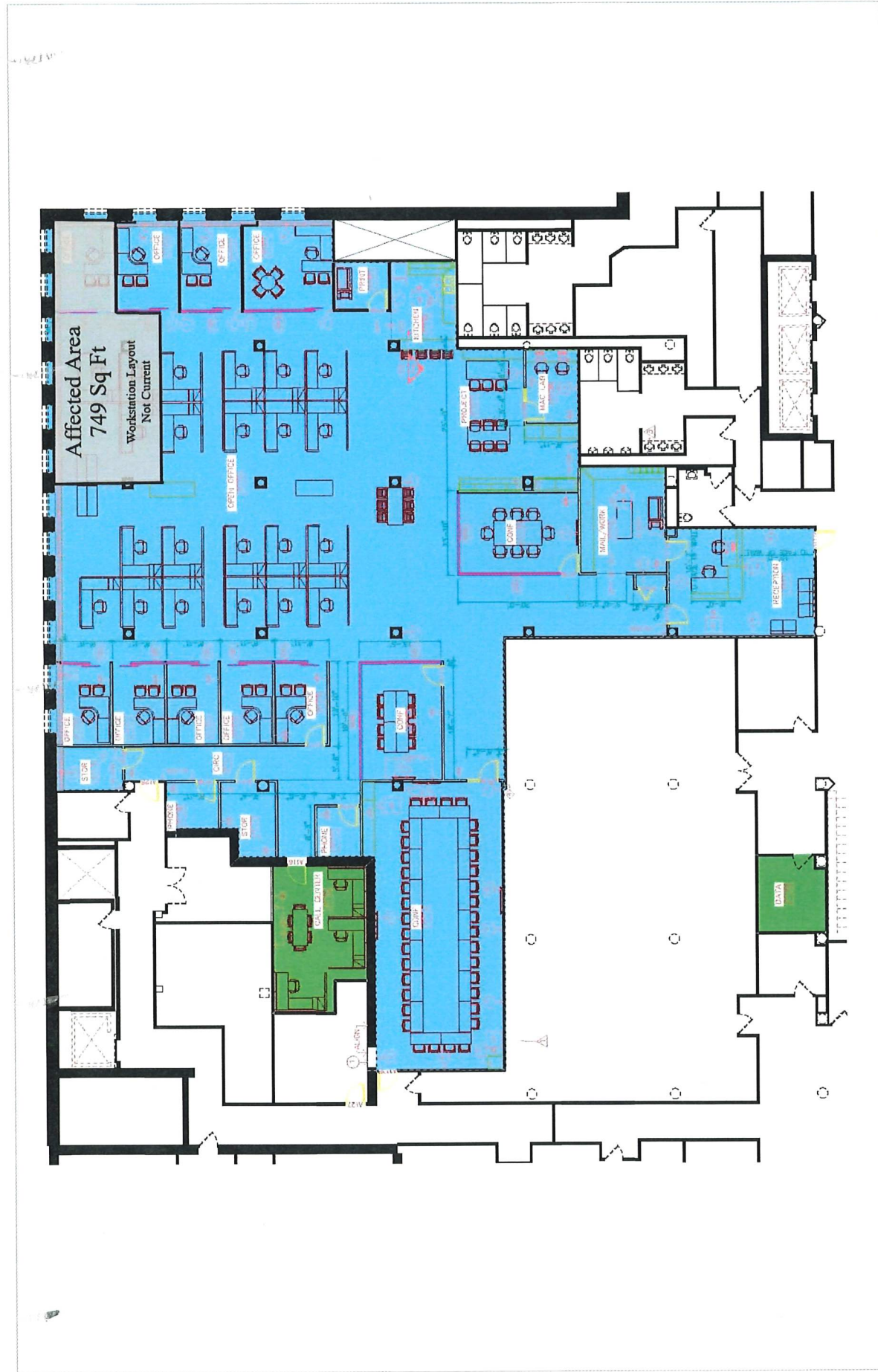
Date _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____



Concept Plan only
Not for Construction

Explore MN Tourism, Lease #11357
Verified by RECS, February 14, 2018
9309 SqFt
495 SqFt



EXHIBIT F