

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is dated this 14<sup>th</sup> day of May, 2024 (the "Amendment Effective Date"), between Face to Face Health & Community Services, Inc., a Minnesota nonprofit corporation, 1165 Arcade Street, Saint Paul, MN 55106 ("Lessee"), and Ramsey County, a political subdivision of the State of Minnesota, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55101 ("Lessor").

### RECITALS

- A. Lessor and Lessee are the Lessor and Lessee under that certain Lease Agreement dated October 1, 2015 (the "Original Lease"), as amended by (i) that certain First Amendment to the Lease dated January 12, 2021, (ii) that certain Second Amendment to the Lease dated January 18, 2022, and (iii) that certain Third Amendment to the Lease dated June 28, 2022 (the Original Lease, as so amended, the "Lease"), whereby Lessee leases from Lessor approximately 8,272 square feet of usable space and common area on the second and third floors of the Building at 121 7<sup>th</sup> Place East, Saint Paul, Minnesota 55101, as more fully described and depicted in the Lease (the "Original Premises");
- B. The current "Term" of the Lease (also referred to as the "Lease Term") will expire on June 30, 2025;
- C. Lessor has concluded that it is in the best interests of the public health, safety, and welfare that Lessee continue to provide services to residents of Ramsey County in an expanded space; and
- D. The parties desire to extend the Lease Term and to expand the Original Premises by adding to and including in the Premises approximately 5,088 rentable square feet of space, located on the first floor of the Building and depicted on and labeled "Expansion Space" on Exhibit A, attached hereto and made apart hereof (the "Expansion Space"), all as more fully described herein.

NOW THEREFORE, based on the mutual promises and on the terms and conditions stated herein, and for the good and valuable consideration described herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- 1. Recitals. The Recitals are correct and are incorporated herein.
- 2. Definitions. Capitalized terms used herein but not defined shall have the meanings therefor that are set forth in the Lease.
- 3. Lease Term. The Lease Term is hereby extended through and including June 30, 2030.
- 4. Expansion of Premises; "AS-IS" Condition. From and after the Amendment Effective Date, the term "Premises" means the Original Premises and the Expansion Space. Lessee may take possession of and occupy the Expansion Space on the Amendment Effective Date.

EXCEPT AS OTHERWISE PROVIDED HEREIN, LESSEE EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT LESSOR IS LEASING THE PREMISES (INCLUDING THE EXPANSION SPACE) TO LESSOR IN IN “AS-IS” CONDITION, WITH ALL FAULTS. LESSEE ACKNOWLEDGES AND ACCEPTS THAT LESSEE IS LEASING THE PREMISES (INCLUDING THE EXPANSION SPACE) IN ITS CURRENT “AS IS” CONDITION AND WITHOUT ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES FROM LESSOR, EITHER EXPRESSED OR IMPLIED, AS TO SUITABILITY OR CONDITION, AND LESSEE HEREBY ACCEPTS THE LEASED PREMISES (INCLUDING THE EXPANSION SPACE) IN SUCH CONDITION.

Lessor’s Work. Lessor will, within a reasonable time after the Amendment Effective Date, install one fire rated standard single door, and construct one demising wall at the Expansion Space (“Lessor’s Work”). Lessor will complete Lessor’s Work within a reasonable time after the Amendment Effective Date, and shall notify Lessee when Lessor’s Work is complete. The date that Landlord notifies Lessee that Lessor’s Work is complete shall be the “Expanded Premises Rent Commencement Date”.

5. Rent Schedule. The “Rent Schedule” for the remainder of the Lease Term is amended to apply the following rental rates:

<b>Lease Period</b>	<b>Base Rent Per Square Foot</b>	<b>Rentable Area</b>	<b>Monthly Base Rent</b>
Amendment Effective Date until Expanded Premises Rent Commencement Date	\$12.01	8,272 sq. ft.	\$8,278.89
Expanded Premises Rent Commencement Date – December 31, 2024	\$12.01	13,360 sq. ft.	\$13,371.13
January 1, 2025 – December 31, 2025	\$12.84	13,360 sq. ft.	\$14,295.20
January 1, 2026 – December 31, 2026	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2027 – December 31, 2027	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2028 – December 31, 2028	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2029 – December 31, 2029	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2030 – June 30, 2030	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2030 – June 30, 2031	\$12.84 *	13,360 sq. ft.	\$14,295.20 *
January 1, 2030 – June 30, 2032	\$12.84 *	13,360 sq. ft.	\$14,295.20 *

\* Base rent per square foot shall be in an amount equal to the Ramsey County Blended Rate as approved and set by the Ramsey County Board of Commissioners for all County tenants of the Property Management Department. Base Rent will be adjusted annually on the first day of the effective year any change in the Blended Rate is approved by the County Board.

6. Furniture and Cubicles. Lessor hereby quit claims and conveys to Lessee all of Lessor’s interest in and to the office furniture and cubicles currently located within the Premises (including the Expansion Space) (collectively, the “Personal Property”), in its current “as-is” condition, with

no representations or warranties, either express or implied, as to suitability or condition, and Lessee hereby accepts the Personal Property in such "as-is" condition.

7. The Lessee may terminate this Lease Agreement, for any reason, through a mutual termination agreement before the expiration date by giving the Landlord a written notice of at least 60 days. The Landlord may terminate this Lease Agreement before the expiration date by giving the Lessee a written notice of at least 30 days and complying with the state laws regarding landlord-tenant relations.

8 All other terms and conditions of the Lease are ratified and remain in full force and effect, unmodified except as expressly modified by this Fourth Amendment.

*[Signature page follows]*

IN WITNESS THEREOF, the parties have caused this Fourth Amendment to Lease to be executed as of the Amendment Effective Date.

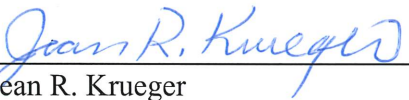
**LESSOR**

**COUNTY OF RAMSEY**


\_\_\_\_\_  
Trista Martinson, Chair  
Ramsey County Board of Commissioners

\_\_\_\_\_  
Mee Cheng, Chief Clerk  
Ramsey County Board of Commissioners

*Recommended for Approval:*

  
\_\_\_\_\_  
Jean R. Krueger  
Director of Property Management

*Approved as to form:*

  
\_\_\_\_\_  
Kathleen Ritter  
Assistant Ramsey County Attorney

**LESSEE**

**Face to Face Health & Counseling Services,  
Inc.**

By: \_\_\_\_\_

Name: Hanna Getachew-Kreusser

Title: Executive Director

**EXHIBIT A TO FOURTH  
AMENDMENT TO LEASE  
AGREEMENT**

EXPANSION SPACE  
(highlighted in  
yellow)

