

FIRST AMENDMENT TO DISTRICT COOLING SERVICE AGREEMENT

THIS FIRST AMENDMENT TO DISTRICT COOLING SERVICE AGREEMENT (“Amendment”) amends that particular District Cooling Service Agreement by and between District Energy St. Paul, Inc. (f/k/a District Cooling St. Paul, Inc. and District Energy Services, Inc.) (“District Services”), and **Ramsey County** (“Customer”), for the Customer building called **Landmark Center**, entered into on **May 20, 2008**, including the Uniform Provisions incorporated therein, and all amendments thereto (all of which documents shall collectively be referred to herein as the “Agreement”).

WHEREAS, the Customer and District Services have agreed to extend the term of the Agreement an additional approximately **20** years beyond the current end date of **May 21, 2028** through **September 30, 2048**;

WHEREAS, the Customer agrees to continue exclusively buy from District Services and pay for Thermal Energy derived from Chilled Water furnished by District Services for the term of the Agreement;

NOW, THEREFORE, as and for the consideration for this Amendment, the receipt and sufficiency of which are acknowledged by execution hereof, the parties agree to amend the Agreement, as follows;

1. The parties hereto agree that the Agreement, and all of the terms, conditions and obligations detailed therein remain in full force and effect and that there are no claims by or against either party hereunder which challenge the validity of any term of the Agreement.
2. Amend Section 1.4 of Article I to add a third sentence to read as follows:

“Thereafter, Customer’s Contract Demand shall be determined pursuant to Article VI of the Uniform Provisions.”

The parties further agree that (a) from and after the effective date of this Amendment and for the term of this Amendment (i.e., **October 1, 2025 through September 30, 2048**), the Customer’s “Initial Contract Demand” for Chilled Water under the Agreement shall be deemed to be **86 tons**; and (b) from **October 1, 2025 through September 30, 2026**, Customer’s Contract Demand will be **86 tons**. Thereafter, the Customer’s Contract Demand for Chilled Water will adjust according to Article VI of the Uniform Provisions.

3. Add a new Section 1.8 to Article I as follows:

1.8 (a) The term of the Agreement set forth in Section 3.1 of Article III of the Uniform Provisions of the Agreement shall be modified as follows:

“The initial term of this Agreement commenced on May 21, 2008 (“First Service Date”). The extension of the initial term of this Agreement shall be effective as of October 1, 2025, and shall commence and continue subject to the terms and conditions hereof, for a term of approximately **20** years from **May 21, 2028** through **September 30, 2048.**”

4. Except as expressly provided in this Amendment, the capitalized terms used herein shall have the same meaning as set forth in the Agreement, and all other terms and conditions of the Agreement shall remain in all respects in full force and effect and shall continue unless terminated as provided in the Agreement.
5. This Agreement may be signed in counterparts and delivered by facsimile or other electronic transmission, each of which shall constitute an original.
6. This Amendment is effective as of **October 1, 2025.**

IN WITNESS WHEREOF, Customer and District Services have executed and delivered this Amendment as of the 1st day of October, **2025.**

RAMSEY COUNTY, MINNESOTA
a political subdivision of the State of
Minnesota

DISTRICT ENERGY ST. PAUL, INC.
a Minnesota non-profit corporation

By: _____
Rafael Ortega
Chair of the Board of
Commissioners

By: _____
Its: _____

By: _____
Jason Yang
Chief Clerk of the Board of
Commissioners

Recommended for approval by:

Jean Krueger
Jean Krueger, Director of Property
Management

APPROVED AS TO FORM:

Kathleen Ritter
Assistant County Attorney