

**THIRD AMENDMENT TO LEASE AGREEMENT**

This **THIRD AMENDMENT TO LEASE AGREEMENT** (“Third Amendment”) is made and entered into as of the date this Third Amendment is last signed by both parties (the “Effective Date”) by and between Ramsey County, a political subdivision of the State of Minnesota, as successor-in-interest to East Metro Place Operating Associates, Limited Partnership, as successor-in-interest to Metro Square Partnership (“Landlord”), and Qwest Corporation, a Colorado corporation, formerly known as US WEST Communications, Inc., formerly known as The Mountain States Telephone and Telegraph Company, successor-by-merger to Northwestern Bell Telephone Company (“Tenant”). Landlord and Tenant may sometimes be referred to in this Third Amendment as a “party” and collectively as the “parties.”

**RECITALS**

A. Landlord is the owner of the real property located at 121 East Seventh Place, Saint Paul, Minnesota and commonly known as Metro Square (the “Property”).

B. Landlord and Tenant are the Landlord and Tenant under that certain Lease dated November 9, 1984, between Metro Square Partnership (“Original Lease”) for the premises at Suite LL-9 of the Property containing 180 rentable square feet (the “Leased Premises”). The Original Lease was amended by that certain letter agreement dated August 1, 1994 (“Letter Agreement”), that certain First Amendment to Lease Agreement dated August 23, 2004 (“First Amendment”), and that certain Second Amendment to Lease Agreement dated June 12, 2015 (“Second Amendment”) (Original Lease, Letter Agreement, First Amendment and Second Amendment, collectively “Lease”). The Leased Premises is depicted on and labeled “Qwest Vault – Fiber Optics” on Exhibit A, attached hereto.

C. The parties acknowledge that the term of the Lease shall expire on November 30, 2024, and that there are no remaining options to extend or renew the lease term.

D. Landlord and Tenant desire to amend the Lease to extend the lease term for a period of five (5) years.

**NOW THEREFORE**, in consideration of the forgoing, the mutual covenants of the parties set forth in this Third Amendment, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties hereby amend the Lease as follows:

1. **Extension of Lease Term.** The Term is hereby extended for a period of five (5) years, commencing December 1, 2024 and expiring November 30, 2029 (the “Third Extension Term”). There are no remaining extensions to the Term or options to renew the Lease. All references in the Lease or this Third Amendment to “term” or “Term” or “lease term” or “Lease Term” and the like as the time period in which the Lease is in effect shall mean and include the Third Extension Term and the Renewal Period (as defined in Section 3) as the context required.

2. **Rent.** Base Annual Rent during the Third Extension Term is:

Period	Annual Base Rent PSF	Monthly	Annual
12/1/2024 – 11/30/2025	\$13.67	\$ 205.05	\$ 2,460.60
12/1/2025 – 11/30/2026	\$14.08	\$ 211.20	\$ 2,534.40
12/1/2026 – 11/30/2027	\$14.50	\$ 217.50	\$ 2,610.00
12/1/2027 – 11/30/2028	\$14.94	\$ 224.10	\$ 2,689.20
12/1/2028 – 11/30/2029	\$15.39	\$ 230.85	\$ 2,770.20

The Annual Base Rent shall be payable in accordance with the provisions of the Lease.

3. **Notice.** Whenever any notice, consent, approval, demand, request or authorization and the like (collectively, "Notice") is required or permitted under the Lease, the same must be in writing. Notice must be sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery/courier service, to the parties at their respective addresses set forth below. Notice shall be deemed effective on the date shown on the return receipt if Notice is given by certified mail or on the date shown on the confirmation of delivery form if Notice is given by overnight delivery/courier service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in this Section 3 by giving Notice of address change to the other party in the manner for giving Notice prescribed in this Section 3.

Landlord's Notice Addresses:

Ramsey County  
15 West Kellogg Boulevard, Ste. 250  
Saint Paul, MN 55102  
Attn: Ramsey County Manager

With a copy to:

Ramsey County Property Management  
121 7<sup>th</sup> Place East, Ste. 2200  
Saint Paul, MN 55101  
Attn: Director of Property Management

Tenant's Notice Address:

Qwest Corporation  
c/o Lumen Technologies  
931 14th Street  
Denver CO 80202  
Attn: Vice President of Real Estate  
Lease ID: MNRE0128A

With a copy at the same time and each instance via email to:

Qwest Corporation  
c/o Lumen Technologies  
Real Estate Lease Administration  
leaseadmin@lumen.com  
Lease ID: MNRE0128A

4. **Broker.** Each party represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment, except for Newmark Group Inc. representing Tenant ("Broker"), and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. **Tenant** shall pay Broker a commission in connection with the execution of this Third Amendment pursuant to a separate written agreement between **Tenant** and Broker. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claims, demands, losses, liabilities, lawsuits, judgments and costs and expenses (including reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing in connection with this Third Amendment on account of the indemnifying party's dealings with any real estate broker or agent (other than Broker).

5. **Agreement Remains in Full Force and Effect.** Except as expressly amended by this Third Amendment, the Lease remains unmodified and in full force and effect, and Landlord and Tenant confirm and ratify the terms and conditions of the Lease, as amended by this Third Amendment. In the event of a conflict between the terms and conditions of the Lease and those of this Third Amendment, the terms and conditions of this Third Amendment shall control. Landlord represents and warrants to Tenant that the entering into of this Third Amendment by the parties does not require the prior consent of any holder of a mortgage or other security interest in the Premises, or that, if applicable, Landlord has obtained such consent in writing prior to signing this Third Amendment.

6. **Counterparts and Electronic Mail Signatures.** This Third Amendment may be signed in one or more identical counterparts, which together shall constitute the same agreement. Signatures to this Third Amendment that are photocopied or electronically stored or transmitted shall be deemed to be originals, and both parties shall accept and be bound by such signatures.

7. **Capitalized Term.** Any capitalized term used in this Third Amendment which is not defined in this Third Amendment shall have the meaning ascribed to such term in the Lease.

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the Effective Date.

RAMSEY COUNTY

QWEST CORPORATION

By: \_\_\_\_\_  
Trista Martinson, Chair  
Ramsey County Board of Commissioners  
Signature Date: \_\_\_\_\_

By: Kimberly Sweatt  
Kimberly Sweatt (Jun 21, 2024 09:51 CDT)  
Printed Name: Kimberly Sweatt  
Title: Director of Real Estate  
Transactions and Analysis  
Signature Date: Jun 21, 2024

Approved as to form:

Kathleen Ritter  
Assistant County Attorney

Kathleen Ritter

Juan Kueger  
Director, Property Mgmt

**EXHIBIT A**  
Depiction of the Premises

**LOWER LEVEL**

