

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 5

Lease No. 11357

THIS AMENDMENT No. 5 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 (as so amended, hereinafter referred to as the "Lease"), involving the lease of approximately fourteen thousand one hundred forty eight (14,148) usable square feet of space ("Leased Premises"), in the Metro Square Building ("Building"), located at 121 East 7th Place, allocated as follows:

SUITE #	USE	SQ. FT.
360	OFFICE	9,804
153	WAREHOUSE	4,344
TOTAL		14,148

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. **SQUARE FOOTAGE REDUCTION** Effective October 9, 2020 and continuing through July 31, 2027, Landlord and Tenant accept the reduction of four thousand three hundred forty four (4,344) usable square feet of space known as Suite No. 153, resulting in a new total of nine thousand eight hundred four (9,804) usable square feet of space known as Suite No. 360.

2. RENT

- 2.1 Effective October 9, 2020 and continuing through July 31, 2027, Tenant shall pay Landlord rent according to the rent schedule set forth below:

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	- 07/31/24				
	Suite 360 Office	9,804	\$ 20.89	\$ 17,067.13	\$ 204,805.56
08/01/24	- 07/31/25				
	Suite 360 Office	9,804	\$ 21.31	\$ 17,410.27	\$ 208,923.24
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	\$ 1,403,992.92

- 2.2 Financed Tenant Improvement Allowance Tenant shall continue to pay Landlord for the Financed Tenant Improvement Allowance, in the amount of \$2,885.27 per month, with the final July 2027 payment in the amount of \$2,885.86, in addition to the Rent set forth in Section 2.1 above.

- 2.3 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

- 2.4 Rent Payment Address Tenant shall 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.

NO ATTACHMENTS

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 Krueger
Director

Title _____

Date _____

COUNTY ATTORNEY:

By _____

Title _____

Date _____

TENANT:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA
EXPLORE MINNESOTA TOURISM

By _____

John Edman

Title _____
Director

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. _____