

## AMENDMENT NO. 2 to LEASE AGREEMENT-MINNESOTA STATE AS LANDLORD

<u>TOTAL AMOUNT</u>: \$264,894.00

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT ("Amendment") is made by and between **State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of Metropolitan State University,** located at 700 East 7<sup>th</sup> Street, St. Paul, MN 55106-5000, hereafter referred to as MNSCU or MINNESOTA STATE, and **City of Saint Paul**, a Municipal Corporation, located at 25 West Fourth Street, Saint Paul, MN 55102, hereafter referred to as TENANT.

WHEREAS, the parties entered into a lease dated March 16, 2015, as amended on February 13, 2020, ("Lease"), and

WHEREAS, the Lease is scheduled to terminate on June 30, 2024; and

WHEREAS, MINNESOTA STATE and TENANT desire to amend the Agreement, as previously amended, to extend its term, subject to the following terms and conditions.

NOW THEREFORE, MINNESOTA STATE and TENANT agree as follow:

- 1. The term of the Lease, as amended, is extended to June 30, 2026 ("Extended Term").
- 2. Rent for the Extended Term shall be paid in accordance with the following schedule:

Extended	Payment	Bi-Annual Rent	Inflation	Payment	Total Fiscal
Term Lease	Number	Payment Due	%	Amount Due	Year Rent
Year		Date			
1	1	July 1, 2024		\$65,807.00	
	2	January 1, 2025		\$65,807.00	\$131,614.00
2	3	July 1, 2025	1.25%	\$66,640.00	
	4	January 1, 2026		\$66,640.00	\$133,280.00

3. TENANT shall have the use, at no additional cost, of two (2) unsecured shelving units of approximately 3'-0" x 16'-0" ("Shelving") in the basement of the Building. MINNESOTA STATE shall provide signage to designate the Shelving as that of TENANT. MINNESOTA STATE shall provide TENANT access to the Shelving upon request.

force and effect.		nants of the Lease shall remain in full
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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

## TENANT: CITY OF SAINT PAUL

TENANT certifies that the appropriate person as required by applicable articles, by-laws, res	n(s) have executed the contract on behalf of TENANT solutions, or ordinances.
By:	
Its: Mayor	
Date:	
By:	
Its: Director, Saint Paul Public Library Ag	gency
Date:	
By:	
Its: Director of the Office of Financial Service	es
Date:	
As to form and execution:	
By:	
Its: Attorney, City of Saint Paul	
Date:	

## MNSCU: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF METROPOLITAN STATE UNIVERSITY

By:	
W	'illiam D. Maki
Its:	ice Chancellor for Finance and Facilities
V 1	ice Chancellor for Finance and Facilities
Date:	
RECOM	MENDED BY:
By:	
Title:	
Date:	
AS TO F	ORM AND EXECUTION:
Ву:	
Title:	
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