OSBORN370

LEASE AGREEMENT

between

OSBORN370, LLC,
A MINNESOTA LIMITED LIABILITY COMPANY

as Landlord

and

CITY OF SAINT PAUL

as Tenant

TABLE OF CONTENTS

1.	PREMISES AND TERM.	5
2.	ACCEPTANCE OF PREMISES.	6
3.	GROSS RENT.	6
4.	OPERATING EXPENSES.	8
5.	SECURITY DEPOSIT; GUARANTY.	8
6.	USE.	8
7.	CONSTRUCTION OBLIGATIONS.	8
8.	OBLIGATIONS AND RIGHTS OF LANDLORD.	9
9.	OBLIGATIONS AND RIGHTS OF TENANT.	10
10.	UTILITIES AND SERVICES.	14
11.	INSURANCE REQUIREMENTS; SUBROGATION.	16
12.	ASSIGNMENT AND SUBLETTING.	18
13.	CASUALTY.	18
14.	EMINENT DOMAIN.	19
15.	HOLDING OVER.	19
16.	QUIET ENJOYMENT	19
17.	EVENTS OF DEFAULT.	19
18.	LANDLORD'S REMEDIES FOR TENANT DEFAULT.	20
19.	LANDLORD DEFAULT.	22
20.	SUBORDINATION AND ATTORNMENT.	22
21.	NOTICES.	23
22.	BROKERAGE FEES.	24
23.	SUBSTITUTE PREMISES.	Error! Bookmark not defined.
24.	ESTOPPEL CERTIFICATE.	24
25.	WAIVER; LIABILITY .	Error! Bookmark not defined.

26. MISCELLANEOUS. **24**

27. BLOCKED PERSONS. **27**

28. ADDITIONAL PROVISIONS. Error! Bookmark not defined.

29. EXPIRATION DATE FOR ACCEPTANCE OF LEASE. **27**

30. EXHIBITS. **27**

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into effective as of the 1st day of June, 2025 (the "**Effective Date**"), by and between **OSBORN370, LLC**, a Minnesota limited liability company ("**Landlord**"), and **CITY OF SAINT PAUL** ("**Tenant**").

WITNESSETH:

BASIC TERMS AND DEFINITIONS:

i. "**Landlord**": Osborn370, LLC, a Minnesota limited liability company.

ii. "**Tenant**": the City of Saint Paul.

iii. "**Effective Date**": June , 2025.

iv. "**Project**": the real property and improvements thereon commonly known as "Osborn370", which is located at 370 Wabasha Street North, Saint Paul, MN 55102.

v. "**Building**": the building(s) located on the Project.

vi. "**Premises**": the space in the Building that is depicted in **Exhibit A** attached hereto, which space is commonly known as 9th floor, and deemed and agreed to be 10,694 rentable square feet as of the Effective Date, and subject to adjustment in accordance with ***Section 1.c.*** of this Lease.

vii. "**Commencement Date**": October 1, 2025.

viii. "**Rent Commencement Date**": October 1, 2026.

ix. "**Expiration Date**": September 30, 2033, or the last day of the ninety – six (96) full calendar month following the Commencement Date.

x. "**Lease Term**": the period beginning on the Commencement Date and ending on the Expiration Date, together with all renewals and extensions thereof.

xi. "**Lease Year**": The first Lease Year shall be the period between the Commencement Date and the day before the first anniversary of the Commencement Date. The second Lease Year, and all subsequent Lease Years, shall be the successive one-year periods thereafter, except that if the Commencement Date is not the first day of a calendar month, then the first Lease Year shall include the partial calendar month in which the Commencement Date occurred, making the first Lease Year longer than one year.

xii. "**Rent**": the amounts written below.

Months of Lease Term	Rent Per Sq. Ft. of Rentable Space	Annualized Rent	Monthly Rent
10/01/2025 to 9/30/2026*	$0.00*	$0.00*	$0.00*
10/01/2026 to 9/30/2027	$25.50	$272,697.00	$22,724.75
10/01/2027 to 9/30/2028	$26.00	$278,044.00	$23,170.33
10/01/2028 to 9/30/2029	$26.50	$283,391.00	$23,615.92

10/01/2029 to 9/30/2030_	$27.00	$288,738.00	$24,061.50
10/01/2030 to 9/30/2031	$27.50	$294,085.00	$24,507.08
10/01/2031 to 9/30/2032	$28.00	$299,432.00	$24,952.67
10/01/2032 to 9/30/2033	$28.50	$304,779.00	$25,398.25

Note: (1) The amounts set forth above assumes that the Premises contains 10,694 square feet of rentable space and is subject to adjustment pursuant to ***Section 1.c.*** of the Lease.

*As provided in the rent table above, Tenant and Landlord acknowledge and agree that Tenant shall not be charged Rent for October 1, 2025, through September 30, 2026, and that Tenant has received a gross Rent concession during this time period. Additionally, Tenant and Landlord agree that, if applicable, any default by Tenant under the terms of the Lease will result in the inclusion of all sums of the Rent concession in the calculation of Landlord's damages.

xiii. "**Permitted Use**": general office use, and no other use or purpose.

xiv. "**Security Deposit**": Not applicable.

xv. "**Brokers**":

a. Landlord: Equity Transwestern, LLC, a Delaware limited liability company.

xvi. "**Landlord's Address**": 901 North Third Street, Suite 100, Minneapolis, Minnesota 55401, email address: legaldepartment@sr-re.com.

xvii. "**Tenant's Address**": robert.smith@ci.stpaul.mn.us, email address:15 Kellogg Blvd. West, 700 City Hall, St. Paul, MN 55102.

xviii. "**Business Day**": any day on which commercial banks in Minneapolis are authorized to do business and are not required or authorized by law or executive order to close.

xix. "**Common Area(s)**": shall mean (a) all interior common mechanical rooms, utility rooms, elevators, restrooms, vestibules, stairways, and corridors within the Building, in each case to the extent not intended to selectively serve one or more, but less than all, of the tenants of the Project, and (b) all exterior pedestrian walkways, patios, landscaped areas, sidewalks, service drives, plazas, malls, throughways, loading areas and parking areas, entrances, exits, driveways, and roads, in each case to the extent not intended to selectively serve one or more, but less than all, of the tenants of the Project, as the same may from time to time be constructed and maintained for such use (subject to the terms and conditions of this Lease and the Project Rules and Regulations).

1. **PREMISES AND TERM**.

a. **Premises**. In consideration of the obligation of Tenant to pay Rent (as defined herein), Tenant's Proportionate Share (as defined herein) of Operating Expenses (as defined herein), and all other amounts payable by Tenant to Landlord hereunder (collectively, "**Rent**"), and in consideration for the other terms, conditions, provisions, and covenants hereof (individually a "**Provision**" or "**Section**", and collectively, the "**Provisions**"), Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, that certain premises situated within the County of Ramsey, State of Minnesota, consisting of approximately 10,694 square feet of rentable space as outlined on the floor plan attached hereto as **Exhibit A**, with an address of 370 Wabasha Street North, St. Paul, MN 55102 (the "**Premises**"), located within the building commonly known as Osborn370 (the "**Building**") (the Building and all real property underlying the same are hereinafter referred to collectively as the "**Project**"), together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way

pertaining to the Premises, and together with the right to use in common with Landlord and other tenants in the Project, and its and their employees, agents, customers and invitees, any Common Areas (as defined herein) of the Project. This Lease shall not include any prescriptive light rights or any rights to the airspace above the Premises.

b. **Common Areas**. Tenant and its employees, agents, customers and invitees shall have the non-exclusive right to use all Common Areas, in common with Landlord and all other tenants and occupants of the Project, and their respective employees, agents, customers and invitees, but subject to any reasonable rules and regulations, and amendments or additions thereto, which may be adopted by Landlord from time-to-time. Landlord reserves the right to make use of or grant easements over, under, or across the exterior portions of the Building and the Project, and to otherwise modify or change the Common Areas of the Project so long as such use, modification, or change does not materially, permanently, and adversely interfere with Tenant's business operations in the Premises.

c. **Rentable Area.** The number of square feet of rentable space of the Premises and each other portion of the Building designated from time-to-time by Landlord for lease, excluding separately leased storage and parking areas, shall be determined by Landlord in a commercially reasonable manner. The number of square feet of rentable space as calculated by Landlord and verified by Landlord's architect shall be final and binding for all purposes under this Lease until changed as hereinafter provided in this ***Section 1.c.***

d. **Term.** Tenant hereby takes the Premises from Landlord, upon and subject to the Provisions of this Lease, for the term, as renewed or extended from time-to-time (herein, the "**Term of this Lease**" or "**Lease Term**") commencing on October 1, 2025 (the "**Commencement Date**"), and continuing through and including September 30, 2033 (the "**Expiration Date**"). Tenant hereby accepts the condition of the Premises, the Building, and the Project as of the Commencement Date. Notwithstanding the foregoing, Tenant may not take possession of all or any part of the Premises until such time as the Tenant has first delivered to Landlord the full amount of the Security Deposit, fully executed Guaranty(ies) (if applicable), a completed ACH Form (if applicable), and evidence and certificates of all Insurance required under this Lease.

Notwithstanding anything to contrary contained herein, from and after the Effective Date, this Lease shall be in full force and effect, and Landlord and Tenant shall keep, perform, and observe all of the Provisions to be kept, performed, and observed by Landlord or Tenant, respectively, with respect to the Premises and this Lease (other than payment by Tenant of Rent) prior to the Rent Commencement Date.

2. **ACCEPTANCE OF PREMISES.** Tenant agrees that it is leasing the Premises on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by Landlord that is not expressly set forth in this Lease. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, THE PROJECT OR ANY PART THEREOF, EXPRESS OR IMPLIED THAT IS NOT EXPRESSLY SET FORTH IN THIS LEASE, AND TENANT HEREBY RELEASES LANDLORD FROM ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, THE PROJECT OR ANY PART THEREOF.

3. **GROSS RENT**.

a. **Gross Rent During Lease Term**. Commencing on the Rent Commencement Date and continuing during the Lease Term through the Expiration Date, Tenant shall pay to

Landlord rent for the Premises ("**Rent**"), and Tenant shall pay Rent to Landlord monthly as set forth in the rent table inserted above.

b. **Payment Terms**. All Rent shall be payable in advance on the first day of each month during the Lease Term in lawful money of the United States, without prior notice, demand, or invoice. Prior to the Commencement Date, Tenant shall complete and return the ACH authorization form ("**ACH Form**") attached as **Exhibit C**. All Rent and other amounts payable under this Lease shall be payable to Landlord by ACH or by check mailed to Landlord at 901 North 3rd Street, Suite 100, Minneapolis, Minnesota 55401, or such other place as Landlord shall from time-to-time designate. Tenant's obligation to pay Rent is an independent covenant, and shall not be subject to any abatement, deduction, counterclaim, reduction, setoff, or defense of any kind whatsoever. The initial monthly installment of Rent shall be due and payable on or before the Rent Commencement Date, and all succeeding installments of Rent shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term, without the requirement of any further notice from Landlord to Tenant. If any Rent or other sum due from Tenant is not received by Landlord on or before the fifth (5th) day of the month for which the Rent or such sum is due (the "**Grace Period**"), then a late payment charge in the amount of three percent (3.0%) of the then current Rent amount, or $500.00, whichever is greater (individually, a "**Late Fee**", and collectively, "**Late Fees**") per occurrence shall become due and payable to Landlord immediately, all in addition to such Rent and other sum that is due together with interest thereon retroactive to the date such amounts were due. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for hereunder or under all present and future statutes, laws, ordinances, codes, rules, regulations and orders of all federal, state and local governmental authorities having jurisdiction over the Premises (collectively, "**Applicable Laws**"). Any sums paid to Landlord by Tenant pursuant to this Lease shall be applied to Tenant's account in the following order: first to the payment of costs of collection, then to the payment of Late Fees, Default Fees, and accrued interest due on past due amounts; then to the payment of Rent. Acceptance of a partial rent payment when Tenant is in Default pursuant to this Lease shall not be considered or deemed a waiver of Landlord's right to pursue remedies for Tenant's Default as provided in ***Section 18*** nor shall it operate to prevent Landlord from bringing an eviction action or taking any other legal action, including terminating this Lease for Tenant's Default. All returned checks will be subject to a non-sufficient funds charge of not less than thirty and No/100 Dollars ($30.00) (or such amount then charged by Landlord's banking institution) in addition to Late Fees and accrued interest due on all past due amounts. Periodic Rent invoices that may be provided to Tenant by Landlord are provided at the discretion and will of Landlord and as a courtesy only and in no event shall the date of delivery or receipt of an invoice, or the failure to deliver an invoice, extend the time for payment of Rent or the date Rent is due and payable. If Tenant is not paying Rent by electronic transfer of funds, Landlord may require Tenant to pay by electronic transfer of funds or certified check following: (i) the occurrence of the second late payment during any one (1) calendar year; or (ii) the occurrence of three (3) or more late payments during the Lease Term; or (iii) following an incident of one of Tenant's checks being returned for non-sufficient funds.

c. **Pro Ration**. If the Lease Term commences on a day other than the first day of a month, the Rent, including any adjustments thereto made in accordance with this Lease, payable during such first month, shall be adjusted on a pro rata basis.

d. [Intentionally Omitted]

4. **OPERATING EXPENSES**. The cost of utilities, real estate taxes, insurance and common area maintenance shall be included in the Rent. Tenant shall be responsible for the installation of its telephones and Internet access; subject to a mutually-agreeable license agreement between Landlord and such service provider which grants such service provider access rights to the Project and Premises. Tenant shall not waste electricity, water, heat or air conditioning or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Project's utilities. No variation, interruption or failure of such utility or other services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control or temporary failure or lack of such utility or other services shall be deemed an eviction or disturbance of Tenant's use of the Premises or relieve Tenant from any of Tenant's obligations hereunder.

5. [Intentionally Omitted]

6. **USE.**

a. **Permitted Use**. The Premises shall only be used for general office use, and for no other use or purpose (the "**Permitted Use**"). Tenant will not use or occupy any part of the Premises for any unlawful purpose and will at all times comply with all Applicable Laws. Tenant shall conduct its business and control its employees, agents, customers and invitees in a manner which does not create any nuisance (including but not limited to noise, dust, vibrations or odors), or interfere with, annoy or disturb any other tenant of the Project or Landlord in its operation of the Project. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Project and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made any time thereafter. There shall be no sale of food or beverages in the Premises for consumption on or off the Premises by any means without the prior written consent of Landlord. Tenant may not install any food or beverage vending machines within the Premises other than those that may be installed by Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Premises except for business receptions and internal operations, subject to compliance with Applicable Laws and Landlord's reasonable rules. Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to limit the weight and prescribe the position of any safes, concentrated filing systems and other heavy equipment placed in or on the Premises by Tenant. Any and all damage or injury to the Premises or the Project caused by moving the property of Tenant in or out of the Premises, or due to the same being in or on the Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Project, except as approved by Landlord. All moving of equipment, fixtures and other material shall be done at other than Building Hours, be under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to or charges for moving such property. No deliveries or pickups shall be left unattended at any loading dock or other location in the Project. Building Hours as used herein shall mean the hours between 8:00 a.m. and 6:00 p.m., Monday through Friday ("**Building Hours**").

b. [Intentionally Omitted]

c. [Intentionally Omitted]

7. **CONSTRUCTION OBLIGATIONS.** In order to prepare the Premises for Tenant's occupancy and operations in accordance with the Permitted Use, the parties have agreed to the following delineation of construction work at the Premises (if applicable):

a. [Intentionally Omitted]

b. **Tenant's Work**. If Tenant desires to make certain improvements to the Premises, Tenant, with Landlord's prior consent, shall coordinate, contract, finance and construct additional improvements to the Premises at Tenant's sole cost and expense, in the understanding that all of Tenant's activities for said purposes, as well as the requirements for the completion of tenant's improvements to the Facilities ("**Tenant's Improvements**") shall be governed by an addendum drafted by Landlord as mutually agreed by the parties and shall be considered integral part of this agreement ("**Addendum**"). The Addendum shall provide all of Tenant's rights and obligations related to Tenant's Improvements and all other restrictions and limitations agreed by the parties, as well as the provisions applicable to the Allowance, as defined below.

c. **Tenant Improvement Allowance.** Landlord agrees to provide to Tenant an amount not to exceed $25.00 per square foot of rentable space at the Premises as a tenant improvement allowance (the "**Allowance**") to be applied against the actual costs incurred by Tenant in completing Tenant's Work to the Premises and expressly conditioned upon the fact that all elements of Tenant's Work is permanently installed and incorporated into the Premises. No portion of the Allowance may be used for the payment or reimbursement of furniture, fixtures, equipment, the installation of telecommunications or low voltage cabling, for the purchase or installation of signage, or for moving expenses or other items in the nature of personal property or soft costs. Additionally, the Parties agree that the Allowance may be utilized by Tenant to complete construction drawings. The parties agree that the Allowance shall be amortized over the remaining term of the lease with interest at one percent (1%) over the prime rate of interest at the time, in the understanding that any unused Allowance by October 31, 2027 shall be deemed unused and unclaimed, and will not be able to be requested by Tenant after such date.

d. **Quality of Tenant's Improvements.** Tenant's Work shall be made promptly and in a good, workmanlike manner, using only new and first-grade materials which are equal to or exceed existing material and workmanship standards within the Building. All Tenant's Work shall be completed and installed in strict compliance with Applicable Laws, including but not limited to the government municipal building code and the Americans with Disabilities Act of 1990, as amended.

If there is no Landlord's Work or Tenant's Work, Tenant hereby accepts the Premises in its "as-is" condition as of the Effective Date.

8. **OBLIGATIONS AND RIGHTS OF LANDLORD.**

a. **Landlord's Maintenance and Repair Obligations.** Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises or the Project during the Term of this Lease except as are specifically set forth in this Section or elsewhere in this Lease. Landlord shall maintain, repair and replace only: the roof (including flashing and drainage systems), fire sprinkler system, utility lines up to connection points with the Building, foundation, Common Areas (including without limitation site lighting, project identification signs, parking areas, landscaping and irrigation), and the exterior and structural portions of the Building (including exterior painting and tuckpointing), all structural areas of docks, (including concrete pads and asphalt areas adjacent to a dock, dock doors, lifts, dock levelers, awnings, dock shelters, ramps and staircase supports, treads and railings), the regular painting thereof and the replacement of all broken glass and the regular washing of the exterior and interior surfaces of the windows and doors provided that Landlord's cost of maintaining, repairing and replacing the items set forth in this Section shall be included within the definition of Operating Expenses and Tenant shall pay its Proportionate Share of such Operating Expenses as provided in ***Section 4.c.*** of this Lease. Furthermore, Landlord shall maintain, repair and replace, if necessary, the heating, ventilation and air conditioning system and

equipment ("**HVAC**") and Landlord shall, on behalf of Tenant, enter into a preventative maintenance contract for the quarterly inspection and maintenance of the HVAC system serving the Premises. All costs and expenses incurred by Landlord in connection with such preventative maintenance contract and the maintenance, repair and replacement, as necessary, of the heating, ventilation and air conditioning system and equipment serving the Premises shall be billed back to Tenant as an Operating Expense payable hereunder. Notwithstanding anything apparently to the contrary in this Section, any cost (together with fifteen percent (15%) for overhead incurred by Landlord) of maintenance, repairs or replacements of improvements to the Project, to the Premises or to any Common Areas that are occasioned by the negligence or fault of Tenant, its employees, agents, contractors, customers or invitees, or by the requirements of any Applicable Laws that arise out of the nature of Tenant's use and occupancy of the Premises or the installations of Tenant in the Premises shall be paid for by Tenant, as additional rent hereunder. Landlord also reserves the right in its discretion to change the name or street address of the Project. Landlord shall also have the right to install and maintain a sign or signs on the exterior or interior of the Project. Except in the case of emergency as reasonably determined by Landlord, all such maintenance and repairs for which Landlord is responsible shall be provided by or completed on behalf of Landlord during Building Hours as Landlord does not staff maintenance personnel during nighttime, weekend and holiday hours. Landlord shall use commercially reasonably efforts to minimize to the extent reasonably practicable any interference with Tenant's use and enjoyment of the Premises in connection with any such maintenance, repairs, remodeling, improvements and additions.

b. **Landlord's Warranty of Possession**. Landlord warrants that it has the right and authority to execute this Lease, and Tenant, upon compliance with the Provisions of this Lease, including the payment of the required Rent and subject to the Provisions of this Lease, shall have quiet enjoyment and possession of the Premises during the Lease Term. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use of the Premises or Common Areas.

c. **Access by Landlord**. Tenant shall have twenty-four (24) hour, seven (7) day per week access to the Premises, subject to the terms and conditions in this Lease. Landlord, and Landlord's employees, managers, property managers, brokers, contractors, invitees, successors, and assigns shall have the right to enter the Premises to inspect or show the Premises, clean the Premises if necessary, make repairs, alterations, modifications or additions to the Premises, and/or make or facilitate repairs, alterations, modifications or additions to any portion of the Property, including other tenants' premises. Except in emergencies, Landlord shall notify Tenant at least twelve (12) hours before entering the Premises. Landlord's exercise of its rights under this section shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of Rent. Landlord reserves to itself (i) all rights to the roof(s) and exterior of the Premises and Property, (ii) all rights to the Property excluding the Premises (including the land and all air and subterranean rights), and (iii) the right to temporarily close all or a portion of the Premises, the Building, or the Property and/or suspend services to or the use of any facilities at the Premises, the Building, or the Property in connection with Landlord's performance of any repairs, alterations, modifications, or additions thereto.

9. OBLIGATIONS AND RIGHTS OF TENANT.

a. **Tenant's Maintenance and Repair Obligations.** Tenant shall at its sole expense and at all times throughout the Lease Term, keep and maintain the Premises (inclusive of all utility equipment, lines or pipes located within the Premises and serving the Premises or (to the extent that the same serve the Premises exclusively) those items located outside the Premises and all of Tenant's signage in a clean, safe, sanitary and working condition and in compliance with all Applicable Laws. Tenant's obligations hereunder shall include, but not be limited to, any item not specifically included under Landlord's repair obligation as set forth in ***Section 8.a.*** hereof, including

the (i) lighting (including Building-standard fixtures and light bulbs), wiring, and plumbing fixtures, piping, and equipment, (ii) water heaters, (iii) motors and machinery, (iv) all interior fixtures (including without limitation, trade fixtures, walls, partitions, doors, door handles, locks, closures and frames, and windows), and regular painting thereof, and (v) all exterior entrances, windows, doors, door handles, locks, closures and frames that exclusively serve the exterior of the Premises. When used in this Provision, the term "**repair**" shall include replacements or renewals when necessary, and all such repairs made by the Tenant shall be equal in quality and class to the original work. Within ten (10) days after written request by Tenant, Landlord will assign to Tenant any warranties in Landlord's possession for items which Tenant is responsible for maintaining, repairing and replacing under this Lease; provided, however, that any such warranties shall be deemed re-assigned to Landlord in the event that this Lease expires or is terminated prior to the expiration of such warranty, and upon request by Landlord, Tenant agrees to confirm such re-assignment to Landlord in writing. If Tenant fails, refuses or neglects to maintain or repair the Premises as required in this Lease, then subject to the notice and cure periods provided for herein, Landlord may perform such maintenance and make such repairs, without liability to Tenant for any loss or damage that may accrue to Tenant's personal property, furniture, trade fixtures, equipment or other property or to Tenant's business by reason thereof, provided that Landlord shall use reasonable efforts not to unreasonably disturb or otherwise interfere with Tenant's operations in the Premises, and upon completion thereof, Tenant shall pay to Landlord all costs incurred by Landlord in performance such maintenance and making such repairs, including fifteen percent (15%) for overhead, within thirty-five (35) days after Landlord delivers to Tenant an invoice for such costs.

b. **Future Alterations**. Without Landlord's prior written consent in each instance, Tenant shall not make any alterations, installations, modifications, improvements or additions to the Premises and/or the Building (individually or collectively, "**Alterations**"); provided, however, that Tenant shall be permitted to perform interior, non-structural, Alterations to the Premises that do not (i) alter or change the historic nature or character of the Building and/or the Premises, and Tenant may not paint any beams, brick wall, or duct work or otherwise modify or alter those elements of the Building, if any designated as historical by applicable governmental authorities; or (ii) impact the heating, ventilation, air conditioning, electrical, or plumbing systems without Landlord's prior consent, so long as the aggregate cost of such Alterations do not exceed $10,000.00. Landlord may impose any conditions with respect to Alterations as Landlord in Landlord's sole discretion deems appropriate, including requiring Tenant to use Landlord's contractors for the performance thereof. Tenant shall pay to Landlord, whether the Alterations are performed by Landlord, Landlord's contractors, Tenant, or Tenant's contractors, all actual and out-of-pocket costs incurred by Landlord for reviewing any drawings, plans, and/or specifications for any Alterations proposed by Tenant together with a supervisory fee of 15% on the total cost of the Alterations (collectively, "**Review Costs**"). Promptly after completing any Alterations, Tenant shall deliver to Landlord evidence of the full payment of all contractors and subcontractors, and a copy of full and final waivers of all liens for labor, services, and materials provided in connection with such Alterations. All Alterations shall be performed in a first-class and workmanlike manner, using only high-quality grades of materials and in compliance with all applicable Laws. All Alterations, whether temporary or permanent in character, shall (i) at Landlord's option and without compensating Tenant, become Landlord's property at the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, and (ii) unless Landlord requests their removal prior to such expiration or earlier termination, be relinquished to Landlord in good condition, order, and repair (excluding ordinary wear and tear); provided that Tenant may remove all movable furniture, trade fixtures, cabling, wiring, equipment, telephone, and computer systems and any other items of Tenant's personal property that are removable without damaging the Premises, the Building, or the Property ("**Tenant's Movable Property**").

c. **Mechanic's Liens**. Tenant will not permit any mechanics', laborers' or materialmen's liens to be filed against the Premises or the Project for labor or materials claimed to have been furnished in connection with any work performed or claimed to have been performed in or about the Premises on behalf of Tenant. In the event any such lien shall at any time be filed against the Premises or any part of the Project by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall promptly cause the same to be discharged of record. If Tenant shall fail to cause such lien to be discharged of record by the payment thereof or by making any deposit required by law within ten (10) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by making any deposit required by law. Tenant shall reimburse Landlord for all costs and expenses, incurred by Landlord in procuring the discharge of such lien.

d. **Compliance With Applicable Laws**. From and after the Commencement Date, Tenant shall, at its sole cost and expense, cause the Premises and Tenant's use thereof and Tenant's use of the Common Areas at the Project to comply with Applicable Laws relating to the use, condition or occupancy of the Premises.

e. **Project Rules and Regulations**. Tenant shall use the Premises and the Common Areas of the Project in accordance with the Provisions of this Lease and such additional rules and regulations as may be deemed advisable for the safety, care, cleanliness, compliance with all Applicable Laws and preservation of good order and operation or use of the Project or the Premises as may from time-to-time be reasonably made and adopted by Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Project, including, but not limited to, those set forth on **Exhibit G** hereto ("**Project Rules and Regulations**"). Any amendments or modifications to the Project Rules and Regulations will be sent by Landlord to Tenant in writing and shall only bind Tenant after Tenant's written agreement thereto. Tenant's failure to adhere to the Project Rules and Regulations may be considered an event of Default pursuant to ***Section 17*** hereof. Tenant shall use its best efforts to cause Tenant's agents, customers, employees and invitees to abide by such rules and regulations. Landlord shall in no event be responsible to Tenant for enforcement of such rules and regulations against other tenants of the Project.

f. **Good Neighbor Covenants**. Tenant shall be responsible for the design and construction of Tenant's Work (if applicable), and any Alterations at the Premises, as well as for the design, location and attachment of its equipment and other components such that the noise, dust, vibration, smoke, vapor and odor criteria of any Provisions of this Lease and the Project Rules and Regulations can be met. Notwithstanding any other Provision of this Lease to the contrary, and in addition thereto, Tenant shall not generate, or cause or permit to be generated or continued, any noise, smoke, vapor, vibration or odor which unreasonably disturbs the peace and quiet or which causes discomfort or annoyance to any reasonable person of normal sensitivity. Tenant shall cause its employees, agents, contractors, customers and invitees to comply with all Applicable Laws, including the prohibition against smoking and vaping in proximity to building entrances, operable windows and ventilation systems intakes.

g. **Surrender of Premises**. Upon the expiration or earlier termination of this Lease, Tenant shall immediately vacate the Premises in as good condition as it was in as of the Commencement Date, or in such better condition as they may thereafter have been put, ordinary wear and tear and casualty losses to the extent covered by insurance excepted, and, remove Tenant's signage, low voltage and data cabling, uninterrupted power supplies and if Landlord so elects, all of Tenant's Work and Alterations erected by Tenant and repair any damage to the Premises caused by such removal; otherwise Tenant's Work and such Alterations shall be delivered up to Landlord with the Premises. Additionally, Landlord shall have the plumbing,

electrical, and HVAC systems and equipment inspected and certified prior to the Lease expiration or earlier termination and all expenses related to such inspection, as well as any and all costs for repairs or replacements determined by Landlord to be required following such inspection, shall be at Tenant's sole expense and may be directly billed to Tenant or, at Landlord's option, deducted from any refund of the Security Deposit. All low voltage cabling and networking, movable furnishings, non-Building standard signage at the Premises and trade fixtures installed by Tenant may be removed by Tenant upon the expiration or termination of this Lease if Tenant so elects, and shall be removed if required by Landlord; provided however, unless otherwise authorized or required by Landlord, any trade fixtures purchased in whole or in part with the proceeds of any Allowance shall not be removed upon expiration or termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Premises. Personal property remaining in the Premises upon the expiration or termination of this Lease shall be deemed abandoned by Tenant and may be retained or disposed of by Landlord in any manner Landlord shall deem fit in its discretion, without prejudice to Landlord's rights against Tenant for failure to remove such property, and Landlord shall not be required to pay or account to Tenant for the value or the proceeds derived from any sale or other disposition of such abandoned property. Tenant shall reimburse Landlord for all costs of removal incurred by Landlord.

h. **Signs.** Landlord may, at Landlord's expense, provide Building-standard lobby and suite entrance signage for Tenant. Tenant shall not have any right to install and/or maintain any other signage on or at the Project, including any signage that is visible from outside the Premises, the Building, or the Project (collectively, "**Tenant's Signage**"), except (i) with Landlord's prior approval (which may be withheld in Landlord's sole and absolute discretion), (ii) in compliance with all applicable Laws, and (iii) at Tenant's sole cost and expense.

i. **Hazardous Materials**. Except in quantities that are customary and appropriate for the Permitted Use and in compliance with Environmental Laws, Tenant shall not install, use, locate, store, process, release, or discharge any Hazardous Materials at or from the Premises, the Building, or the Project. "**Environmental Laws**" shall mean all federal, state, and local laws, statutes, ordinances, codes, rules, regulations, licenses, authorizations, decisions, orders, and injunctions that pertain to health, safety, any Hazardous Materials, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground storage tanks), as any of the foregoing exist now or may be changed or amended or come into effect in the future. "**Hazardous Materials**" shall mean all substances, whether solid, liquid or gaseous, that are listed, defined or regulated as "hazardous materials," "hazardous wastes," or "solid wastes," or are otherwise classified as pollutants or contaminants or any other similar substances or materials that are now or may hereafter be included under or regulated by any Environmental Law, or that are or contain asbestos, radon, per- and polyfluoroalkyl substances, any polychlorinated biphenyls, urea formaldehyde foam insulation, explosive or radioactive materials, or motor fuels or other petroleum hydrocarbons, or that cause or pose a threat to cause contamination or a nuisance on the Property or any adjacent property or are a hazard to the environment or to the health or safety of persons.

j. **Miscellaneous Taxes.** Tenant shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and personal property of Tenant located in the Premises, if nonpayment thereof shall or would give rise to a lien on the Project or any part thereof, and when possible, Tenant shall cause said fixtures, furnishings, equipment and personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and personal property, or Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord as additional rent hereunder its share of such taxes within thirty-five (35) days after delivery to Tenant by Landlord

of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property, or occupancy of the Premises. Additionally, if, under Applicable Laws, a tax or excise on rents or other tax, however described, is levied or assessed against Landlord or all or any part of the Rent reserved hereunder, in addition to, in lieu of or as a substitute in whole or in part for taxes and assessments commonly known as real estate taxes, Tenant shall pay and discharge such tax or excise on rents or other tax, but only to the extent of the amount thereof which is lawfully assessed or imposed upon Landlord, and which was so assessed or imposed as a direct result of Landlord's ownership of the Premises or of this Lease, or of the rental accruing under this Lease.

k. **Financial Statements; Gross Sales**. Tenant shall within ten (10) days after request, deliver to Landlord its most recent applicable quarterly financial statements including balance sheet, income statement and statement of cash flow. Such financial statements shall be audited if audited financial statements exists, and if unaudited shall be certified by Tenant's president or chief financial officer to be in accordance with GAAP.

10. **UTILITIES AND SERVICES**.

a. **Air Conditioning and Heat**. Landlord shall furnish air conditioning and heat for normal purposes only, to provide in Landlord's judgment, comfortable occupancy during Building Hours. Tenant agrees not to use any apparatus or device, in or upon or about the Premises, that in any way may increase the amount of such services usually furnished or supplied to the Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without the prior, written consent of Landlord. Should Tenant use such services to excess or request the use of such services at other than during Building Hours, Landlord reserves the right to charge Tenant for such services as additional rent hereunder. Furthermore, Landlord may require Tenant to bear the expense of metering, submetering or monitoring equipment to determine the amount of such excess usage and subsequently bill Tenant, as additional rent, for said excess usage, at a rate determined by Landlord.

b. **Additional Electrical Service**. Landlord shall maintain electrical facilities to provide sufficient power for low electrical consumption equipment, but not including electricity required for high electrical consumption electronic equipment or special lighting in excess of Project standard; and provided that if the installation of said electrical equipment requires additional air conditioning capacity or distribution above that provided by the Project standard system, then the additional air conditioning installation, distribution and continued operational costs will be the obligation and sole expense of Tenant.

c. **Lighting**. Landlord shall supply lamps, bulbs, starters, and ballasts for the building standard light fixtures located in the Common Areas of the Project. Tenant shall, at Tenant's own cost and expense, supply and install any and all lamps, bulbs, starters, and ballasts required for any light fixtures located in or exclusively servicing the Premises, including any such light fixtures installed by or on behalf of Tenant.

d. **Keys**. Landlord shall furnish Tenant with two (2) key or access cards/fobs that opens each corridor door entering the Premises and exterior door to the Building. Tenant may, at its expense, order additional keys or access cards/fobs at Landlord's then-current cost. All such keys, access cards/fobs shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's prior written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon expiration or termination of this Lease, Tenant shall surrender to Landlord all keys, access cards/ fobs to the Premises, and give to Landlord the combination of all locks for safes, safe

cabinets and vault doors, if any, in the Premises. Tenant shall pay to Landlord as additional rent hereunder its then-current charge for replacing lost, damaged or destroyed keys, access cards/fobs and any re-keying costs incurred by Landlord.

e. **Elevators**. Landlord shall furnish passenger elevator service during Building Hours. During other than Building Hours, Tenant shall have elevator service to access its door/space via procedures established by Landlord. Landlord shall have the right to stop the operation of said elevators for alterations, improvements or repairs therein or in the machinery or appliances connected therewith that are necessary or desirable in Landlord's sole judgment and shall not be liable for damages for any such stoppage of service.

f. **Janitorial**. Landlord shall furnish such janitorial service as, in the sole judgment of Landlord, is necessary for the comfortable use and occupancy of the Common Areas of the Project, except on Saturdays, Sundays, and holidays. All such janitorial services shall be performed in accordance with work schedules established by Landlord. Tenant shall, at Tenant's sole cost and expense, contract and pay for janitorial services for the Premises.

g. **Water**. Landlord shall provide water for drinking, lavatory, and toilet purposes and include the cost in Operating Expenses; provided, however, that Landlord reserves the right to require Tenant, at Tenant's sole cost and expense, to install a meter, submeter, or deduct meter to measure the water utilized in the Premises (with such meter readings to be at Tenant's sole expense), and to require Tenant to directly pay for such water in addition to the Rent payable hereunder.

h. **Utilities**. Except as otherwise provided herein to the contrary, Tenant agrees to timely pay for all of Tenant's requirements for utilities, including, but not limited to, gas, water, and electricity that are separately metered to the Premises, and for all other utilities and services furnished to or used in the Premises, including, but not limited to, alarm monitoring, pest control, janitorial services, and security services. When contracting with a utility provider to commence service, Tenant agrees to provide such utility service provider with Landlord's information as an "additional party" to Tenant's account for the sole purpose of receiving notice of any default in payments by Tenant, and to permit the utility provider to provide historical utility usage information and readings to the Landlord. Landlord being added as an "additional party" to any such utility accounts held by Tenant shall not serve to transfer any obligation or liability regarding such utility services to Landlord, and Tenant shall remain solely liable and responsible for all payments for utilities. In the event Landlord determines any such utilities or services shall be included in Operating Expenses, Tenant covenants and agrees to reimburse Landlord for all such amounts through payment of its Proportionate Share of Operating Expenses, provided the rate charged by Landlord does not exceed the charge for similar services which Tenant would be required to pay a public utility company or independent contractor.

i. **Telephone; Internet Service**. If needed, Tenant shall be responsible for the installation of Tenant's telephones and Internet access; subject to a mutually agreeable license agreement between Landlord and such service provider which grants such service provider access rights to the Project and Premises.

j. **Waste**. Tenant shall not waste electricity, water, heat, air conditioning, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Project's heating and air conditioning, which shall include keeping all windows closed when air conditioning is in use and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

k. **Trash/Refuse Disposal**. Disposal of reasonable refuse is included in Operating Expenses. Tenant agrees to comply with all waste and recycling programs implemented by

Landlord from time-to-time. Trash and/or refuse shall be brought by Tenant to the location designated by Landlord in an appropriate container and disposed there by Tenant.

l. **Bike Storage, Fitness Center and Showers**. If Landlord provides a bike storage room or area, exercise area or facilities, lockers and/or showers for use by tenants of the Project and/or their employees and invitees, each such tenant, employee, and invitee desiring to use such bike storage area or room, exercise area or facilities, lockers and/or showers, shall be required to sign a release of liability and consent document in such form as Landlord may require from time-to-time as a condition to the use of the same.

m. **Governmental Regulation; Conservation of Energy**. Whenever Landlord is required to keep or perform any Provision of this Lease, Landlord shall be deemed to have kept and performed such Provisions notwithstanding any act or omission taken by Landlord, if such act or omission is pursuant to any governmental regulations, requirements, directives, or requests.

11. **INSURANCE REQUIREMENTS; SUBROGATION**.

a. **Tenant's Insurance Obligations.** Tenant shall, at no expense to Landlord, provide and keep in force at all times during the Lease Term the below listed insurance coverage policies through insurer(s) which are reasonably acceptable to Landlord and which hold an A.M. Best rating of "A-,VI" or better and which is/are licensed in the state where the Premises is located. Tenant agrees to deliver certificates and endorsements evidencing all required insurance required under this ***Section 11.a.*** to Landlord prior to any entry upon the Premises, and not less than ten (10) days before the expiration of any policy. Further, Tenant agrees to provide complete copies of all policies to Landlord when requested. In the event of cancellation, nonrenewal or material change in any of the above policies, Tenant and its insurer shall provide to Landlord at least thirty (30) days advance notice of any such change or cancellation. The required policies shall include Landlord and SR Management Services, LLC, as additional insureds on a primary and noncontributory basis, or in the case of the Commercial Property Insurance required hereunder, name Landlord as loss payee. If the Premises is located in a special flood hazard area, Tenant shall insure, at its own cost, its Tenant improvements, betterments, Tenant's Work and Alterations to the maximum available under the National Flood Insurance Program.

Policy	Policy Limits
Commercial General Liability-written on an occurrence basis for bodily injury and property damage, including premises and operations, contractual liability.	$1,000,000 per occurrence $2,000,000 general aggregate $500,000 damage to Premises rented $10,000 Medical Payment
Commercial Property Insurance for Tenant's property, inventory, equipment, trade fixtures, improvements, betterments, Tenant's Work or Alterations and business interruption written on an ISO Special Causes of Loss form or its substantial equivalent.	Such coverage shall be written with limits of at least 100% of the replacement cost, without coinsurance, for all of Tenant's property, inventory, equipment, trade fixtures, improvements, betterments, Tenant's Work and Alterations and the deductible may not exceed $10,000.
Umbrella Liability Insurance	$2,000,000 per occurrence $2,000,000 general aggregate
Automobile Liability	$1,000,000 combined single limit

Workers' Compensation Insurance & Occupational Disease Insurance	In accordance with statutory requirements of the state
Employers' Liability Insurance	With limits not less than:
Bodily injury by accident:	$500,000 each accident
Bodily injury by disease:	$500,000 policy limit
Bodily injury by disease	$500,000 each employee

Tenant may satisfy any requirements to purchase or maintain insurance policies under this lease by maintaining self-insurance under Minnesota Statutes Chapter 466.06. Tenant will provide Landlord a letter of self-insurance which will satisfy all requirements of Tenant under this section and any other requirements of Tenant to maintain or purchase insurance under this Lease.

b. **Landlord's Insurance Obligations.** During the Term of this Lease, Landlord shall carry hazard and property insurance coverage on the Building. Landlord shall not be obligated in any way or manner to insure any of Tenant's personal property upon or within the Premises or any repairs or restoration which Tenant is required to remove pursuant to ***Section 9.g.*** hereof or any Tenant's Work or Alterations made by Tenant. Landlord shall also carry Commercial General Liability insurance in an amount of at least $1,000,000 per "occurrence" and $2,000,000 "aggregate" per this location. Landlord may also carry such other insurance coverage, including without limitation, rent loss insurance, of the type and in amounts as Landlord deems prudent. Notwithstanding the foregoing, any insurance carried or required to be carried by Landlord relative to the Project may be maintained under a blanket policy or policies of insurance covering the Project and other properties owned by Landlord and its affiliates, and all premiums, commissions, service fees, deductibles and administrative fees paid or incurred by Landlord or its management agent for such insurance, to the extent properly allocable to the Project, and the cost of claims not covered under such insurance due to retention provisions, shall be included within the definition of Operating Expenses under this Lease. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord under this Lease even if the cost of such insurance is borne by Tenant pursuant to the Provisions of this Lease. If an increase in any insurance premiums paid by Landlord relative to the Project is caused by Tenant's use of the Premises, as reasonably determined by Landlord, then Tenant shall pay the amount of such increase as additional rent to Landlord.

c. **Alternate Coverage**. If any insurance required hereunder ceases to be available or is available on terms so unacceptable that prudent Landlords or tenants, as the case may be, generally do not carry such insurance, then in lieu of such insurance, the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties.

d. **Waiver of Subrogation**. Notwithstanding any Provision of this Lease to the contrary, Landlord and Tenant each hereby release the other and other's respective managers, governors, employees, members and (in the case of Landlord, SR Management Services, LLC) from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties which may be covered by the insurance required to be maintained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

e. **Assumption of Responsibility**. Tenant assumes all reasonable responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business

hours. Landlord reserves the right to impose such security restrictions in the Common Areas as it deems appropriate. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and promote safety, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses, as further described in this Lease. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord or required by law.

12. **ASSIGNMENT AND SUBLETTING.** Without Landlord's prior written consent in each instance (which Landlord may withhold in Landlord's sole and absolute discretion), Tenant shall not (a) assign, convey, pledge, or mortgage this Lease or any interest hereunder; (b) permit or suffer to exist any assignment of this Lease, or any lien upon Tenant's interest, voluntarily or by operation of applicable Law; (c) sublet the Premises or any part thereof; or (d) permit the use of the Premises by any parties other than Tenant and its employees (each, a "Transfer"). Any Transfer without Landlord's prior written consent shall be void and of no effect and, at Landlord's option, shall constitute a Default hereunder.

Landlord shall have the right to sell, convey, transfer, mortgage, or assign, in whole or in part, for collateral purposes or otherwise, Landlord's rights and obligations under this Lease and in all or part of the Premises, the Building, and the Project. In the event of any sale, conveyance, transfer, or assignment made other than for collateral purposes, this Lease shall remain in full force and effect. In the event Landlord shall sell, assign, or otherwise transfer the Premises, the Building, or the Project, upon assumption by Landlord's transferee of Landlord's obligations under this Lease, Landlord shall have no further liability to perform its covenants under this Lease.

13. **CASUALTY**.

a. **Complete Destruction**. If the Premises are made wholly untenantable by fire, explosion or other casualty, Landlord may, at its option, elect to terminate this Lease as of the date of such damage by written notice to Tenant given within thirty (30) days after the casualty. Otherwise, Landlord may, at its election, restore the Premises to tenantable condition, in which event it shall give written notice to Tenant within thirty (30) days after the casualty of Landlord's election to restore. Rent and Tenant's Proportionate Share of Operating Expenses shall be abated until Landlord in proportion to the reduction of tenantability during the period of Landlord's restoration. If Landlord shall elect to restore the Premises, but Landlord shall not complete the restoration within one hundred eighty (180) days after the occurrence of the casualty, then and thereafter this Lease may be terminated by either Landlord or Tenant by written notice given within thirty (30) days after the expiration of said one hundred eighty (180) day period.

b. **Partial Destruction**. If the Premises are rendered partially untenantable by fire or other casualty, and if the damage cannot, in Landlord's reasonable estimation, be materially restored within ninety (90) days of the casualty or if the proceeds of any applicable insurance are not made available to Landlord, then Landlord may terminate this Lease by written notice to Tenant given within thirty (30) days after the casualty. Rent and Tenant's Proportionate Share of Operating Expenses shall be abated until Landlord has substantially completed its restoration obligations hereunder in proportion to the reduction of tenantability during the period of Landlord's restoration. Otherwise, Landlord may, at its election, restore the Premises, in which event it shall give written notice to Tenant within thirty (30) days after the casualty of Landlord's election to restore.

c. **Restoration**. If Landlord elects to restore, it shall proceed with reasonable diligence, subject to delays from causes beyond its reasonable control. In no event shall Landlord be required to restore any Tenant's Work or any Alterations to the Premises made by or on behalf of Tenant that may be damaged or destroyed by fire or other casualty.

14. **EMINENT DOMAIN.** If the entire Project is taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a material portion of the Project is taken by eminent domain, Landlord or Tenant shall have the right to terminate this Lease by giving written notice thereof to the other party within ninety (90) days after the date of taking. Tenant's right to terminate the Lease under this ***Section 14*** must be accompanied by written documentation demonstrating the material impact on its operations at the Premises. If a portion of the Premises is taken by eminent domain and this Lease is not terminated by Landlord or Tenant, Landlord shall, at its expense, restore the Premises, exclusive of Tenant's Work and any Alterations made to the Premises by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and Rent and Tenant's Proportionate Share of Operating Expenses shall abate during such period of time as the Premises are untenantable, in the proportion that the untenantable portion of the Premises bears to the entire Premises. All damages awarded for a taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to, and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold estate hereby created or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for loss of business, fair value of, and cost of removal of stock and fixtures and for relocation. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

15. **HOLDING OVER.** Should Tenant, or any of its successors in interest, continue to occupy the Premises or any part thereof, after the expiration or termination of this Lease, whether with or without the consent of Landlord, such tenancy shall be from month to month and the monthly Rent shall be one hundred fifty percent (150%) the amount that would otherwise be payable under this Lease. If Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any Rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

16. **QUIET ENJOYMENT.** Landlord covenants that if Tenant timely pays all Rent provided for in this Lease, performs all of its obligations provided for under this Lease, and observes all of the other Provisions of this Lease, Tenant shall, during the Lease Term, peaceably and quietly occupy and enjoy the possession of the Premises in accordance with the Provisions of this Lease without any interruption or disturbance from Landlord. Landlord shall not be responsible or liable for the actions of third parties, including other tenants and occupants in the Project or their respective employees, agents, contractors, customers or invitees. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Project and any insurance proceeds payable to Landlord with respect to the Project, and with respect to any liability accrued prior to a transfer, any net proceeds received by the transferor Landlord in consideration of the transfer.

17. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default ("**Default**") by Tenant under this Lease:

a. Tenant shall fail to pay any installment of Gross Rent, Tenant's Proportionate Share of Operating Expense and/or any other sums that Tenant is obligated to pay by any Provision of this Lease when and as they become due and payable hereunder;

b. Tenant shall fail to perform or observe any other Provision of this Lease, which failure is not cured within fifteen (15) days after the giving of notice thereof by Landlord unless such default is of such nature that it cannot be cured within such fifteen (15) day period, in which case no event of default shall occur so long as (i) Tenant shall commence the curing of the default within such fifteen (15) day period and shall thereafter complete the curing thereof with reasonable diligence and continuity, and (ii) the continuation of the default does not create material risk to the Project or to persons using the Project;

c. Tenant files a petition, or an involuntary petition is filed against Tenant (and is not dismissed within sixty (60) days), or Tenant becomes insolvent under any applicable federal or state bankruptcy or insolvency law, or Tenant admits that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant (and is not dismissed within sixty (60) days), or Tenant or any guarantor of this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;

d. Tenant shall desert, vacate or abandon any substantial portion of the Premises.

If a Default under ***Section 17.d.*** occurs, nothing contained herein shall be construed to express or imply that Landlord consents to any assumption and/or assignment of the Lease by Tenant or the inclusion of this Lease within Tenant's bankruptcy estate, and Landlord expressly reserves the right to object to any assumption and/or assignment of the Lease and to any inclusion of this Lease within Tenant's bankruptcy estate. Neither Tenant nor any trustee who may be appointed in such case shall conduct or permit of any "fire", "bankruptcy", "going out of business", auction sale or other public sale in or from the Premises. Following any Default, Landlord shall have the ongoing right to veto an election of Tenant as to any Option, right of first refusal, right of first offer, or termination right granted to Tenant pursuant to the Provisions of this Lease.

18. **LANDLORD'S REMEDIES FOR TENANT DEFAULT**. Upon the occurrence of a Default as defined above, Landlord may, in its sole discretion, elect any one or more of the following remedies:

a. to terminate this Lease by written notice to Tenant; or

b. whether or not Landlord elects to terminate this Lease, to enter upon and repossess the Premises with resort to judicial process by eviction action, summary proceedings, ejectment, force, or otherwise (provided, however, that if Tenant has abandoned or voluntarily surrendered possession of the Premises, then Landlord may enter upon and repossess the Premises without resort to an eviction action or notice of any kind), and Landlord may, at Landlord's option, enter the Premises and take and hold possession thereof, and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant, without Landlord becoming liable for any loss or damage which may be occasioned thereby. Tenant acknowledges that the preparation of an eviction complaint by Landlord shall result in an automatic charge to Tenant of One Thousand Five Hundred and No/100 Dollars ($1,500.00) ("**Eviction Fee**") to compensate Landlord for the cost of preparing the same with such sum to be deemed additional rent added to the Tenant's rent ledger and recoverable by Landlord under the terms of this Lease.

c. to cure the Default at any time for the account and at the expense of Tenant, in which event Tenant shall reimburse Landlord upon demand for the actual, reasonable amount expended by Landlord in connection with the cure, not including any attorney's fees or court costs. but the parties agree that the making of such payment or the performance of such duty

or obligation by Landlord shall not, unless reimbursed by Tenant in accordance with this Lease, operate to cure such default or to estop Landlord from the pursuit of any remedy which Landlord would otherwise be entitled; or

d. to pursue any other remedy at law or in equity that may be available to Landlord.

e. Additional Remedies, Waivers, Miscellaneous.

(1) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided at law or in equity. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any times, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.

(2) A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or remedy from time to time and shall not be construed to relieve Tenant of any of its liabilities and obligations under this Lease, which shall survive any such election.

(3) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a Default.

(4) No waiver of Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.

(5) No re-entry by Landlord and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Premises or this Lease.

(6) No action or inaction by Landlord shall constitute a waiver of a Default, including Landlord's acceptance of partial payments of Rent by Tenant when Tenant is in monetary default pursuant to ***Section 17***.

(7) No waiver of a Default shall be effective unless it is in writing and signed by Landlord.

f. Upon and after repossession of the Premises, whether or not Landlord has elected to terminate this Lease, Landlord may, but shall not be obligated to, relet the Premises, or any part thereof, to anyone other than Tenant, for such time and upon such terms and uses as Landlord may determine in its sole discretion. Notwithstanding anything contained herein to the contrary, in the event that Landlord undertakes or attempts to re-let the Premises, in so doing, Landlord shall be under no obligation whatsoever to (i) prefer the Premises over any other then available space in the Project, (ii) accept any lease on terms (other than Rent) less favorable to Landlord than those contained herein, (iii) accept any lease proposal for less than the then current fair rental value of the Premises, as reasonably determined by Landlord or (iv) provide to any substitute tenant any tenant improvement allowance or make any alterations or improvements to the Premises. Landlord may also make alterations and repairs to the Premises to the extent Landlord deems reasonably necessary or desirable to relet the Premises. Any rent received by Landlord in connection with such reletting that is in excess of the costs and expenses incurred by Landlord in marketing and re-leasing the Premises (including costs common to a commercial lease transaction such as build-out costs, tenant improvement allowance, brokerage fees and marketing costs) shall be applied against Tenant's monetary obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon such reletting.

g. In the event of any such termination of the Lease or repossession of the Premises, Tenant shall be liable to Landlord as follows:

(1) Landlord's costs of collection of any past due sums owed by Tenant, and all additional costs or expenses incurred by Landlord in connection with exercising any remedy hereunder;

(2) accrued interest on any sum not timely paid to Landlord when due at the Default Rate, (ii), including specifically the Eviction Fee set forth in ***Section 18***; (iii) any Late Fees, Default Fees or charges for returned checks as set forth in ***Section 3*** of this Lease;

(3) for the unpaid installments of Rent, Tenant's Proportionate Share of Operating Expenses and for any other unpaid sums due under the Provisions of this Lease that were due prior to such termination or repossession, including without limitation, interest at the Default Rate, Late Fees, Default Fees and Eviction Fees, which sums shall be payable immediately;

(4) for the installments of Rent, Tenant's Proportionate Share of Operating Expenses, and other sums falling due pursuant to the Provisions of this Lease for the period after repossession of the Premises, including without limitation, interest at the Default Rate and Late Fees, which sums shall be payable as they become due hereunder, or in the alternative Landlord may accelerate all sums remaining due under this Lease in accordance with the Provisions of this Lease;

(5) for all unamortized tenant improvements and any Rent and Tenant's Proportionate Share of Operating Expenses concession that may have been granted to Tenant, as set forth in ***Section 3***;

(6) for all reasonable expenses incurred in releasing the Premises which shall be payable by Tenant as they are incurred by Landlord; and

(7) while the Premises are subject to any new lease or leases made pursuant to this Section, for the amount by which the monthly installments of rent payable under such new lease or leases is less than the monthly installment for all charges payable pursuant to this Lease, which deficiencies shall be payable monthly.

19. **LANDLORD DEFAULT.** Tenant shall not be entitled to any remedy to which it might otherwise be entitled under this Lease or Applicable Laws based upon a default by Landlord under any Provision of this Lease unless Tenant first gives written notice of such default to Landlord and Landlord fails to cure such default within fifteen (15) days after Landlord receives Tenant's notice, or if the nature of such default is such that it cannot be cured within such fifteen (15) day period, if Landlord fails to commence the curing of such default within such fifteen (15) day period or to thereafter complete the curing thereof with reasonable diligence and continuity. Landlord shall not be in default hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.

20. **SUBORDINATION AND ATTORNMENT.** This Lease is subject and subordinate to (i) the lien of any mortgage which may now or hereafter encumber all or part of the Project, and (ii) all existing recorded restrictions, covenants, easements and agreements with respect to the Project. In order to confirm such subordination (and/or any other terms set forth in this Section), Tenant shall, within thirty (30) days after written request from Landlord, execute and deliver to Landlord or any mortgage holder, any certification, instrument or other document required by Landlord or such mortgage holder, in form and content as reasonably required by

Landlord or such mortgage holder. Tenant acknowledges and agrees that its failure to deliver any such statement in a timely manner is a Default under this Lease.

If the interests of Landlord under this Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure or other proceedings for enforcement of any mortgage to any third party transferee (including without limitation the holder of any such mortgage) (sometimes called the "**New Owner**"), then (ii) Tenant shall be bound to the New Owner under the Provisions of this Lease for the remaining balance of the Lease Term, including any extensions or renewals, with the same force and effect as if the New Owner were landlord under this Lease, (iii) Tenant shall attorn to the New Owner as its landlord, and (iv) so long as this Lease is in full force and effect and Tenant is not in Default at the time of transfer to New Owner, this Lease shall remain in full force and effect and the New Owner shall not disturb Tenant's possession of the Premises. Notwithstanding anything in this Lease to the contrary, neither the holder of any mortgage, its successors or assigns (whether or not it acquires the interest of Landlord under this Lease by foreclosure, deed in lieu of foreclosure or other proceedings to enforce a mortgage) nor any New Owner shall be liable for any act, omission and/or breach of this Lease by Landlord, or bound by (a) any offsets or defenses which Tenant might have against Landlord, (b) any prepayment by Tenant of more than one (1) month's installment of Rent, (c) any amendment or modification of this Lease made subsequent to the granting of the mortgage by Landlord, (d) the application of insurance or condemnation proceeds or the restoration of the Premises by Landlord in the event of a casualty loss thereto or a taking thereof, (e) the commencement or completion of any construction or restoration, or (f) restrictions on the use of other properties owned by Landlord for purposes which compete with Tenant.

21. **NOTICES.** All notices or other communications hereunder shall be in writing and shall be effective if delivered by e-mail and/or hand delivered or sent by overnight express service that maintains confirmation of delivery, (i) if to Landlord at Landlord's address set forth below, and (ii) if to Tenant, at Tenant's address set forth below or at the Premises, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the postal service or overnight delivery service, notice shall be deemed given on the date acceptance is refused. In addition to the foregoing, if an e-mail address for Tenant is set forth below, Landlord may give any notice provided for herein to Tenant by e-mail and any such notice shall be deemed given upon being sent to such e-mail address. Landlord and Tenant shall each have the right at any time and from time-to-time to designate one (1) additional party to whom copies of any notice shall be sent or in Tenant's case to update the notice email address.

Landlord:

Osborn370, LLC
Attn: Property Manager
901 North 3rd Street, Suite 100
Minneapolis, MN 55401

Tenant (non-premises address)

City of Saint Paul
Attn: Robert Smith
15 Kellogg Blvd. West
700 City Hall, St. Paul, MN
e-mail for notices:
robert.smith@ci.stpaul.mn.us
e-mail for rent statements:
robert.smith@ci.stpaul.mn.us

(with copy to):

Schafer Richardson, LLC
Attn: Legal Department
901 North 3rd Street, Suite 100

Minneapolis, MN 55401

22. **BROKERAGE FEES.** Tenant represents and warrants that it has dealt with no broker or agent in connection with this Lease other than Equity Transwestern, LLC ("**Tenant's Broker**")Notwithstanding the foregoing, no leasing fee or commission shall be paid with respect to expansions, renewals, extensions or amendments to this Lease by Tenant.

23. **ESTOPPEL CERTIFICATE.** Tenant agrees, within thirty (30) days after request by Landlord, to deliver to Landlord or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s), ground lease(s) and/or underlying lease(s) on the Project or the Premises, or any prospective purchaser of the Project or Premises, a written estoppel certificate: (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications; (ii) stating the dates to which the Rent and other charges hereunder have been paid by Tenant; (iii) stating whether or not Landlord is in default in the performance of any Provision of this Lease, and, if so, specifying each such default in detail; (iv) agreeing that Tenant and Landlord will not thereafter modify this Lease without the approval of any mortgagee identified by Landlord; (v) agreeing that, except for any security deposit required herein, Tenant shall not prepay any Rent more than one (1) month in advance; and (vi) such other matters relating to this Lease as may reasonably be requested. Any such estoppel certificate delivered pursuant hereto may be relied upon by any owner of the Project, any prospective purchaser of the Project, any mortgagee or prospective mortgagee of the Project or of Landlord's interest, or any prospective assignee of any such mortgagee. Tenant acknowledges that failure to comply with this ***Section 24*** on a timely basis could result in a loss of a favorable sale or financing and Tenant agrees to be liable for any consequential damages resulting from Tenant's breach hereunder.

24. **LIABILITY.**

a. **Liability**. Each party will be responsible for its own acts, omissions, and those of its employees, contractors, agents, officers, and subsidiaries and the results thereof to the extent authorized by law and will not be responsible for the acts and/or omissions of the other party. Any liability of the Tenant will be governed by Minnesota Statutes Chapter 466 and other applicable law. The obligations pursuant to this subsection shall survive the expiration or termination of this Lease with regards to both parties. Neither party will be liable to the other, or any of their agents, employees, customers, invitees, successors, or assigns for, and there shall be no abatement of Rent by reason of, any inconvenience, loss or damage, or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns, or any cause beyond the other Party's reasonable control, or from any failure to furnish or for delay or suspension in furnishing, any utility or other services. No variation, interruption or failure of such utility or other services incident to the making of repairs, alterations, or improvements, or due to casualties, riots, strikes, picketing, accidents, breakdowns, or any cause beyond any of the Party's reasonable control, or temporary failure or lack of such utility or other services, shall be deemed an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from any of Tenant's obligations hereunder.

25. **MISCELLANEOUS**.

a. **Limitation of Warranties**. LANDLORD AND TENANT EXPRESSLY AGREE THAT EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE, THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

b. **Landlord's Management Agent**. Landlord hereby notifies Tenant that SR Management Services, LLC, a Minnesota limited liability company ("**SR Management Services, LLC** ") has been appointed to act as the agent in the management and operation of the Project for Landlord and is authorized to accept service of process and receive or give receipts for notices and demands on behalf of Landlord. Landlord reserves the right to change the identity and status of its duly authorized agent upon written notice to Tenant.

c. **Tenant's Authority and Representation.** Tenant does hereby represent and warrant that (i) Tenant is the City of Saint Paul in the State of Minnesota, (ii) Tenant is qualified by State Law to enter into this Lease, and (iii) each person signing on behalf of Tenant is authorized to do so.

e. **Binding Effect; Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of Landlord and its successors and assigns, and Tenant and its permitted successors and assigns.

f. **Counterparts; Electronic Signature and Delivery; Dates and Deadlines**. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but together shall constitute one and the same instrument. The parties agree that (i) a facsimile, electronically transmitted via PDF/email transmission, or similar copy of a handwritten signature or an electronic signature (as defined in the Uniform Electronic Transactions Act (Minn. Stat. Ch. 325L)) to this Lease shall have the effect of an original signature; and (ii) signature pages to this Lease may be delivered by electronic transmission and shall be as binding as original counterparts. Deadlines expressed as a number of "days" from an event, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Minnesota or federal law, and other day designed by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event expire at midnight of that day.

g. **Force Majeure**. The time within which Landlord shall be required to perform any Provision of this Lease shall be extended, without liability to Tenant, if the performance or non-performance of the Provision is delayed, caused or prevented by an act of Force Majeure or by an event of Tenant Delay; provided, however, that Landlord gives reasonable notice to Tenant of the Force Majeure occurrence or event of Tenant Delay causing such delay or non-performance on behalf of Landlord. For purposes of this Lease, "**Force Majeure**" shall mean any of the following occurrences: act of God; fire; earthquake; flood; explosion; actions or the elements of war; invasion; insurrection; outbreaks of disease; riot; mob violence; sabotage; inability to procure equipment, facilities, materials or supplies in the open market; failure of power; failure of transportation; strikes; lockouts; actions of labor unions; condemnation; requisition; laws; ether similar or dissimilar to the foregoing, not within the reasonable control of Landlord. Notwithstanding the foregoing, no event of Force Majeure shall be deemed to allow Tenant to delay or avoid its obligations to pay Rent, Additional Rent or any other amounts that Tenant is required to pay pursuant to the terms of this Lease.

h. **Headings**. The section headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any Section.

i. **Amendment**. This Lease may not be altered, waived, amended, or extended except by an instrument in writing signed by Landlord and Tenant. There shall be no acceptance of surrender of the Premises, waiver of Default, extension of the Lease Term, amendment of the

Rent or any other modification of this Lease except as done specifically in writing and signed by the Landlord and Tenant.

j. **Entire Agreement**. This Lease constitutes the entire agreement of the parties with respect to the subject matter set forth herein and supersedes and replaces all other agreements or understandings of the parties, whether oral or written.

k. **Choice of Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota. Landlord and Tenant hereby hereby submit to the jurisdiction of any state or federal court located in Ramsey County, Minnesota, for the adjudication of any such dispute.

l. **Construction**. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY AND THEIR RESPECTIVE COUNSEL HAVE REVIEWED AND REVISED, OR HAVE HAD THE OPPORTUNITY TO REVIEW AND REVISE, THIS LEASE AND THAT THE NORMAL RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE EMPLOYED IN THE INTERPRETATION OF THIS LEASE OR ANY EXHIBITS, ADDENDUMS OR AMENDMENTS HERETO.

m. **Gender.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

n. **No Waiver**. Landlord's acceptance of Rent shall not be an acquiescence to any default nor a waiver of Landlord's right to enforce Tenant Default, regardless of Landlord's knowledge of any Default. The acceptance of Rent after the expiration or termination of this Lease or after Landlord's exercise of the right of repossession shall not reinstate, continue or extend the Lease Term or revoke such notice or action on the Landlord's part or waive Tenant's Default and Landlord's right to terminate this Lease and Tenant's possession of the Premises. No act by Landlord or its agents, employees or SR Management Services, LLC during or after the Lease Term, including, but not limited to, the explicit acceptance of surrender of the Premises shall constitute a release of Tenant's liability to perform the Provisions of this Lease. Landlord's Acceptance of any partial payment of the Rent due from Tenant shall not be a waiver of the balance due. Failure or delay of Landlord in enforcing any Default of Tenant, whether the Default is known to Landlord or not, shall not relieve Tenant of the obligation to perform all of Tenant's obligations under the Provisions of this Lease and shall not waive Landlord's right to enforce such Default or any future Default by Tenant.

o. **Survival**. The liability obligations of the parties and the other Provisions of this Lease which relate to periods subsequent to the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

p. **Multiple Tenants; Joint and Several Liability**. If more than one person or entity shall sign this Lease as Tenant, the obligations set forth herein shall be deemed joint and several obligations of each party that comprises the Tenant.

q. **Time is of the Essence**. Time is of the essence with regard to all Provisions of this Lease.

r. **Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of landlord and tenant.

s. **Payment Terms**. Whenever any Provision of this Lease requires Tenant to pay any amount to Landlord or to reimburse Landlord for any costs, expenses, or charges, such

payment shall, unless otherwise specified in this Lease, be due and payable in full as additional rent hereunder within thirty-five (35) days of the date of Landlord's invoice for the same.

t. **Invalidity of Particular Provisions**. If any provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental authority, effective during the Lease Term, the intention of the parties hereto is that the remaining Provisions of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

26. **BLOCKED PERSONS.** Tenant represents and warrants to Landlord that Tenant is not a party with whom Landlord is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Tenant is currently in compliance with and shall at all times during the lease term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. In the event of any violation of this section, Landlord shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken at law or in equity.

27. **EXPIRATION DATE FOR ACCEPTANCE OF LEASE.** *Intentionally Omitted*.

28. **EXHIBITS.** The following Exhibits attached to this Lease are incorporated herein and declared to be part of this Lease to the same extent and in the same manner as if the provisions thereof were actually embodied in this Lease:

Exhibit	Description
A	Premises
B	Not applicable
C	ACH Authorization
D	Not Applicable
E	Not Applicable
F	Not Applicable
G	Project Rules & Regulations

[*REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE(S) TO FOLLOW*]

IN WITNESS WHEREOF, Landlord and Tenant, intending to be bound hereby, have duly executed this Lease effective as of the Effective Date first above written.

TENANT:

CITY OF SAINT PAUL

By:_____

Print Name Jaime Tincher

Print Title: Deputy Mayor

By:_____

Print Name: Jay Willms

Print Title: Director of Council Operations
For the City Clerk

By:_____

Print Name: Laura Logsdon

Print Title: Interim Finance Director

Approved as to Form:

By:_____

Print Name: Sarah Sullivan

Print Title: Assistant City Attorney

LANDLORD:

OSBORN370, LLC
A MINNESOTA LIMITED LIABILITY COMPANY

By:_____

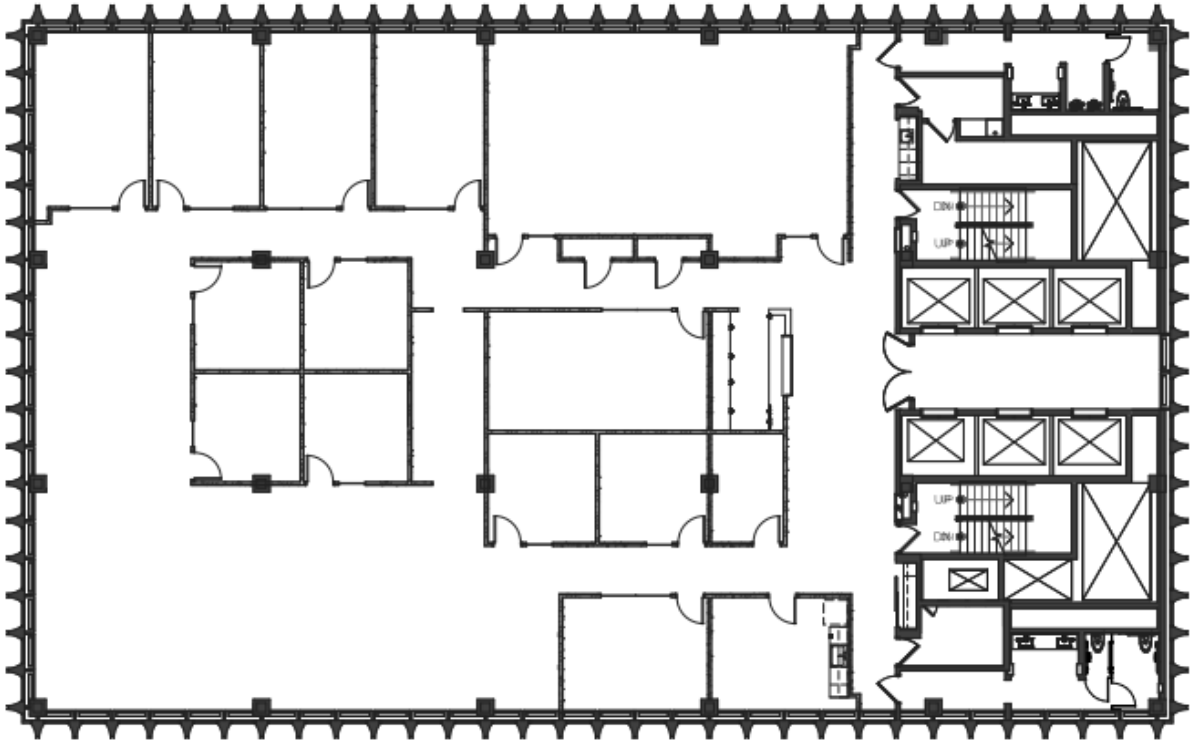
Print Name_____

Print Title:_____

**[*SIGNATURE PAGE TO LEASE AGREEMENT –*
[CITY OF SAINT PAUL] – (9TH FLOOR)]**

EXHIBIT A

PREMISES



9TH FLOOR - 10,694 SF

EXHIBIT B

[NOT APPLICABLE]

EXHIBIT C

ACH DIRECT PAYMENT PLAN/ACH AUTHORIZATION

We are pleased to offer our tenants a new service- The Direct Payment Plan. Tenants can make rent payments automatically from their checking or savings account. You will not need to change your present banking relationship to take advantage of this service.

The Direct Payment Plan can help you in several ways:

- Helps meet your commitment in a convenient and timely manner-even if you're out of town
- It saves postage
- It's easy to sign up for, easy to cancel
- No late charges

Here's how the Direct Payment Plan works: You authorize regularly scheduled payments to be made from your checking or savings account. Your payments will be made automatically on the specified day. Proof of payment will appear on your statement. The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization. The Direct Payment Plan is dependable, flexible, convenient and easy. To take advantage of this service, complete the attached authorization form and return it to us via email to: lparks@sr-re.com .

If you plan to take advantage of the Direct Payment Plan, please return the completed authorization to us with your payment so we can set up your account to start processing with your next payment due. Please email Lori Parks at lparks@sr-re.com, or call 612-359-5847 if you have questions regarding this process.

AUTHORIZATION OF DIRECT PAYMENT

I authorize _____ (Landlord) and the financial institution named below to initiate entries to my checking/savings account beginning on _____, 20__. (This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution three (3) business days before my account is charged. I agree Landlord and its agents will not be liable for any delays, errors or misrouted settlements due to inaccurate Tenant information or other information provided by third parties, or for any claims arising from any ACH or funds transfer or any action taken or not taken by Tenant unless such action or non-action constitutes willful misconduct by Landlord or its agents.

NAME OF FINANCIAL INSTITUTION_____ BRANCH_____

CITY_____ STATE_____ ZIP CODE_____

NAME/COMPANY (PRINTED)_____

ADDRESS_____

ACCOUNT #_____ ROUTING #_____

CHECKING and/or SAVINGS (circle one)

Monthly Recurring Charges (This will be the Amount per your monthly statement that is emailed)

AUTHORIZED SIGNATURE_____ DATE_____

Please include a copy of a voided check with this authorization (in lieu of voided check a verification letter from your bank confirming name on account, ABA and account number is acceptable)

EXHIBIT D

[NOT APPLICABLE]

EXHIBIT E

[NOT APPLICABLE]

EXHIBIT F

[NOT APPLICABLE]

EXHIBIT G

BUILDING RULES AND REGULATIONS

A. Obstruct Rights. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or of persons who have business in the Building, or in any way injure or unreasonably annoy such tenants or persons.

B. Building Use. Tenant shall not use the Building for lodging, sleeping, cooking or for any immoral or illegal purpose or for any purpose that will damage the Building, or the reputation thereof, or for any purpose other than that specified in the lease. No Tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness of the demised premises and Building.

C. Soliciting. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent such activities.

D. Fire. Tenant shall not conduct mechanical or manufacturing operations, or place or use any inflammable, combustible, explosive or hazardous fluid, chemical, device, substance or material in or about the Building without the prior written consent of Lessor. Tenant shall comply with all rules, regulations, orders and requirements of the applicable Fire Rating Bureau, or any other similar body, and Tenant shall not commit any act or permit any object to be brought or kept in the Building which shall increase the rate of fire insurance on the Building or on property located therein.

E. Install Machinery. Tenants shall not install for use in the Building any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus without the prior written consent of Lessor, and then only as Lessor may direct.

F. Use of Machinery. Tenants shall not use in the Building any machines, other than standard office machines such as computers, calculators, copying machines and similar machines without the prior written approval of Lessor. Tenant shall not cause improper noises, vibrations, or odors within the Building.

G. Recycling. The Building provides comingled recycling of paper, cardboard, glass, and aluminum cans in the designated service area.

H. Delivery/Moving. Dock access is restricted. Tenant may reserve dock access from time to time by utilizing the on line booking system. You will need to be set up on this system called "Skedda" by building management. Delivery drivers will be given a daily code from the guard which will allow them access in and out of the dock area into the building. Driver can retrieve a special access card from the guard which will call the freight elevator. Tenant shall move all furniture, fixtures and other personal property into, within and out of the Building only at such times and through such entrances and elevators as may be designated by Lessor, and such movement of such items shall be under the supervision of Lessor. Lessor reserves the right to inspect all such furniture, fixtures and other personal property to be brought into the Building and to exclude from the Building all such objects which violate any of these rules and regulations or the provisions of the lease. Tenant shall not move or install such objects in or about the Building in such a fashion as to unreasonably obstruct the activities of other tenants, and all such moving shall be at the sole expense, risk and responsibility of Tenant. Tenants shall not use in the delivery, receipt or other movement of freight, supplies, furniture, fixtures and other personal

property to, from or within the Building, any hand trucks other than those equipped with rubber tires and side guards.

I. Weight Restrictions. Tenant shall not place within the Building or elevator any safes, copying machines, computer equipment or other objects of unusual size or weight, nor shall Tenant place within the Building or elevator any objects which exceed the floor weight specifications of the Building and elevator, without the prior written consent of Lessor. The placement and positioning of all such objects within the Building shall be prescribed by Lessor and such objects shall, in all cases, be placed upon plats or footings of such size as shall be prescribed by Lessor.

J. Trash Disposal. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building, except in refuse containers provided. Tenant shall not introduce into the Building any substance which might add an undue burden to the cleaning of maintenance of the premises or the Building. Tenant shall not dispose of furniture, electronic equipment (or other hazardous waste) in the Building trash disposal system. Tenants shall exercise their best efforts to keep the sidewalks, entrance, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building (hereinafter "common areas") clean and free from Tenant's rubbish. In the event that Tenant must dispose of crates, boxes, etc which shall not fit into office waste bins, it shall be the responsibility of Tenant to notify management or mark such item as Trash/Recycle for janitorial service to remove that evening. All boxes must be broken down by Tenant for ease of disposal. In no event shall Tenant place such items in the public hallways, stairs or other areas of the Building, excepting Tenant's own leased premises, for disposal.

K. Smoking. Tenant shall insure that its employees, customers and invitees do not smoke any cigarettes, pipes, cigars or other tobacco products or use any electronic cigarettes (or e-cigarettes) at any location that is prohibited by applicable law, including at any location within 25 feet of any entrances or air intakes into the Building.

L. Pets. The Building is considered "pet friendly". Lessor will allow pets within the Building on a case by case basis and reserves the right to have the pet removed from the Building if objectionable to Lessor or other Tenants due to noise, cleanliness, odor or danger.

M. Exterior and Entrance Glass. The sashes, sash doors, windows, glass lights and any lights or skylights that reflect or admit light into halls, from the building exterior or other places into the buildings, shall not be covered or obstructed. Any curtains, blinds, shades, or screens attached or hung to any of the prior mentioned areas must have prior approval of Lessor. Lessor will provide standard window coverings on exterior windows and other glass if appropriate and Lessor reserves the right to regulate position of such coverings.

N. Energy Conservation. Tenants shall see that (1) doors are securely locked, and (2) all water faucets, lights and other equipment are shut off or put in an energy saving mode (so as to prevent waste or damage), each day before leaving the demised premises

O. Repairs. No person or contractor not employed by Lessor shall be used to perform repair or other work in the leased premises without the written consent of Lessor.

P. Card Access/Keys. All lost cards shall be reported immediately to building management so that the card can be deleted. All changes in name or employment must be reported immediately to building management so that the card can be deleted and a new card re-issued. No transfer of card ownership is allowed. Use the Net Facilities portal for all access card and key requests. You will need to be set up on Net Facilities by building management. All replacements cards and keys will be charged at $15/each. Only ONE card per person. Cards may not be shared or loaned out.

Q. Work Order System. All requests for service (including access cards, keys) will need to be made through our work order portal called Net Facilities. You will need to be set up in this system by building management in order to use it. We request only 2-3 people per tenancy be set up on the system.

R.. Lessor reserves the right to rescind, make reasonable amendments, modifications and additions to the rules and regulations heretofore set forth, and make additional reasonable rules and regulations, as in Lessor's sole judgment from time-to-time be needed for the safety, care, cleanliness and preservation of good order of the Building. Lessor shall not be responsible for any violation of the foregoing rules and regulations by other Tenants of the Building and shall have no obligation to enforce the same against other Tenants

RULES & REGULATIONS OF COMMUNITY FLOOR – OSBORN370

(1) To reserve the Community Floor, please contact Building Management. A list of event attendees should be given to the Building Management at least two (2) business days prior to the event. The attendee list can be sent to Denise McCormick via email at dmccormick@sr-re.com. If a list is not available, please contact Building Management (dmmcormick@sr-re.com; 612.289.5805) for alternate arrangements with the Guard Desk on First Floor.

(2) Catering companies or furniture delivery must reserve dock space at least two (2) business days prior to event. This can be accomplished by contacting Building Management at: Denise McCormick, dmmcormick@sr-re.com or 612.289.5805.

(3) All outside vendors delivering goods and services to the Community Floor must provide a Certificate of Insurance with Osborn370 LLC and SR Management Services LLC listed as an additional insured. Copies of the Certificates of Insurance should be delivered to Building Management to Denise McCormick via email at dmccormick@sr-re.com a minimum of two (2) business days prior to the event.

(4) When using the AV in the conference rooms, make sure you have the Display Link loaded on your computer. Please never touch anything in the back of the TV monitor.

(5) If you require the need to move any furniture, please notify Building Management, Denise McCormick, dmmcormick@sr-re.com or 612.289.5805, and they will assist you. All furniture should be moved back into place afterwards.

(6) Hanging of anything requiring nails or tape is prohibited. However, blue construction tape may be used.

(7) Any candles and flames must be secured in glass and extinguished properly.

(8) The shiny dark grey walls are writeable with markers provided. The columns are not writeable.

Landlord reserves the right to rescind, make reasonable amendments, modifications and additions to the rules and regulations heretofore set forth, and make additional reasonable rules and regulations, as in Landlord's sole judgment from time-to-time be needed for the safety, care, cleanliness and preservation of good order of the Building and Community Floor. Landlord shall not be responsible for any violation of the foregoing rules and regulations by other tenants of the Building and shall have no obligation to enforce the same against other tenants.