

LEASE

This Lease is entered into as of July 29, 2015, between Griggs Midway Building Corporation, a Minnesota corporation (“Landlord”), and City of St. Paul Police Department Employees Assistance Program (EAP) as (“Tenant”).

1. Definitions. In this Lease:

- (a) “Additional Rent” shall mean the amount described in Section 5 hereof.
- (b) “Base Year” shall mean the twelve month period ending on December 31, 2015.
- (c) “Building” means the building at 1821 University Avenue, St. Paul, Minnesota, located on the Land, and commonly known as the Griggs Midway Building.
- (d) “Increased Costs” shall mean the amount, if any, described in Section 5 hereof.
- (e) “Premises” means the space referred to as Suite No. S-104, located on the First floor of the Building, and which, for purposes of this Lease, will be deemed to contain approximately 833 rentable square feet.
- (f) “Term” means the period beginning on the later of August 1, 2015, or (2) the date the Premises are ready and available and Tenant takes physical possession thereof, and ending on December 31, 2018, subject to the provisions of Section 7 and the other provisions of this Lease.
- (g) “Commencement Date” means the first day of the Term.
- (h) “Costs” means Utility Expenses and Tax Costs.
- (i) “Monthly Net Rent” means:
 - (i) \$1200.25 per month for the period commencing on the Commencement Date and ending on January 31, 2017;
 - (ii) \$1260.00 per month for the period beginning on February 1, 2017 and ending on December 31, 2018.

which amount will not change during the Term unless space is added to or deleted from the Premises as provided in this Lease or by written amendment of this Lease. Monthly Net Rent includes: Rent, and Landlord’s Cost to operate, maintain and upgrade the Building.

- (j) "Monthly Rent" means the sum of Monthly Net Rent plus Additional Rent.
- (k) "Tenant's Share" means the percentage obtained by dividing the rentable square foot area of the Premises by the total rentable square foot area of the office space in the Building, which percentage on the date of this Lease is .3262% based on the number of square feet stated in paragraph (e) above and based upon a current total rentable square footage for the Building of 227,357 square feet.
- (l) "Utility Expenses" means all costs, charges and expenses incurred by Landlord in connection with the Building's heat, air conditioning, electricity, water, rubbish and recycling.
- (m) "Tax Costs" mean all real estate taxes, levies, charges, and installments of assessments (including interest on deferred assessments) assessed, levied or imposed on, or allocated to, the Land and Building and all attorneys' fees, witness fees, court costs and other expenses of Landlord in connection with any proceeding to contest these amounts.
- (n) "Normal Business Hours" means 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding Saturdays, Sundays and legal holidays.
- (o) "Lease" means this Lease, all Exhibits attached to this Lease, and all properly executed amendments, modifications and supplements to this Lease.
- (p) "Section" means a section of this Lease.
- (q) "Exhibit" means and Exhibit attached to and thereby made a part of this Lease.
- (r) "Land" means the land described on Exhibit B attached to this Lease.

2. Security Deposit.

Tenant deposits \$1200.00 with Landlord as a security deposit. Landlord may commingle the security deposit with other funds but will refund this amount to Tenant without interest on termination of this Lease, less any amounts necessary in Landlord's reasonable opinion to pay the cost of repair or restoration of the Premises to the condition required under this Lease or to cure any defaults of Tenant under this Lease.

3. Premises.

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, under the terms and conditions of this Lease.

4. Rent.

Tenant will pay the Monthly Rent to Landlord at Landlord's management company, Progressive Management Investments, Inc. 1821 University Avenue, Suite S144, St. Paul, Minnesota 55104, or such other place as Landlord may designate, in advance on or before the Commencement Date and on or before the first day of each month during the Term, without demand, deduction or set off. The Monthly Rent may change as the Costs are adjusted annually under Section 5. Monthly Rent will begin on the Commencement Date. If the Term begins on a day other than the first day of a month, the Monthly Rent for that month will be prorated by multiplying the Monthly Rent by the number of days of that month included in the Term and dividing the product by the number of days in that month.

Any Monthly Rent or other amounts payable by Tenant to Landlord under this Lease which are not paid within 5 days after the date due will bear interest from the date due to the date paid at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less, and the interest will be paid to Landlord on demand. In addition, Landlord may assess a \$50 service charge for all Monthly Rent not paid by the 5th day of the month and \$2.00 per day for each day thereafter in which the Monthly Rent is not paid, which service charge is to partially cover expense involved in handling delinquent payments.

Landlord may assess a \$25.00 charge for any returned checks. Such charges shall be payable by Tenant as Additional Rent with the next subsequent installment of Monthly Rent. All amounts to be paid by Tenant to Landlord under this Lease will be deemed to be Additional Rent for purposes of payment and collection.

If any taxes, special assessments, fees or other charges are imposed against Landlord by any governmental unit or agency with respect to rentals under this Lease, Tenant will pay these amounts to Landlord when due, except that Tenant will have no obligation to pay any income tax on rentals unless the tax is imposed in lieu of real estate taxes.

5. Additional Rent and Costs Escalation.

Tenant shall pay, as Additional Rent, Tenant's Share of any annual Costs for the Building to the extent that the amount of such Costs exceed the amount paid for Costs in the Base Year by the Landlord, as herein adjusted. Landlord shall, at the end of each subsequent calendar year, deliver to Tenant a statement of the amount by which actual Costs, incurred in the respective subsequent year, exceeded the amount for such Costs paid in

the Base Year ("Increased Costs"). Tenant shall be required to pay to Landlord, as Additional Rent, Tenant's Share of the Increased Costs, if any, for the respective subsequent year. Tenant's Share of the Increased Costs, if any, shall be due and payable, as Additional Rent to Landlord at the address set forth in paragraph 4 above, on the 30th day after Tenant receives Landlord's statement setting forth the Increased Costs, if any, for the respective subsequent year.

If Landlord contests Tax Costs and receives a refund or incurs additional Tax Costs after adjustments for actual Tax Costs have been made, the actual Tax Costs will be corrected accordingly, including any reasonable cost or expense Landlord incurs in contesting such Tax Costs, and the appropriate adjustment will be made between Landlord and Tenant. The portion of Costs to be paid by Tenant for the years in which the Term ends will be prorated by multiplying the actual Costs by a fraction, the numerator of which is the number of days of that year in the Term and the denominator of which is 365.

6. Fiscal Year.

The year used to determine Costs may be changed to a different 12-month period designated by Landlord. If the calendar year is changed to a fiscal year, or if a fiscal year is changed to a different fiscal year, prorating will be made for the estimated Costs and the actual Costs so that the same time period is used to determine each and so that Costs are not included in more than one time period.

7. Possession.

This Lease will not be void or voidable and Landlord will not be liable to Tenant for any loss or damage resulting from any delay in delivering possession of the Premises to Tenant, but unless the delay is principally caused by or attributable to Tenant, its employees, agents or contractors, no Monthly Rent will be due for the period prior to the date Landlord delivers possession of the Premises. Tenant's occupancy of the Premises will constitute Tenant's acceptance of the Premises. If Tenant pays the Monthly Rent and other charges and performs all of Tenant's obligations under this Lease, Landlord promises that Tenant may peaceably and quietly possess and enjoy the Premises under this Lease.

8. Use.

Tenant will use the Premises for general office use and for no other purpose. Tenant will not commit or permit any act or omission which results in the violation of any law, governmental regulation, or insurance policy of Landlord, relating to the Building, or which will increase Landlord's insurance rates on the Building. Tenant will not permit any conduct or condition which may unduly disturb or endanger other occupants of the Building. Tenant will not use the Premises or permit the same or any part thereof to be used for a lodging or sleeping house.

9. Care of Premises.

Tenant will keep the Premises and the fixtures and equipment in the Premises in as good condition and repair as they were in at the time possession of the Premises is tendered to Tenant, except for ordinary wear and damage from fire or other casualty. If Tenant fails to do so, Landlord may enter the Premises to perform the maintenance and repairs and charge the costs to Tenant, together with interest as provided in Section 4. Landlord will replace light bulbs in the Premises, which cease to function during the Term, at a cost to Tenant of \$4.50 per light bulb. Such cost is subject to reasonable increases during the Term and is payable by Tenant as Additional Rent. Tenant agrees to replace, at its cost, any and all glass broken in the Premises during the Term with glass of the same quality.

10. Building Rules.

Rules and Regulations for the Premises and the Building in effect on the date of this Lease are attached as Exhibit C. Landlord will have the right to adopt different or additional reasonable and non-discriminatory rules and regulations, and to rescind or amend the attached rules and regulations from time to time. Tenant will abide by the rules and regulations then in force and will cause Tenant's employees to observe and comply with them.

11. Compliance with Laws.

Tenant will, at its expense, promptly comply with all laws, ordinances, rules, orders, regulations and other requirements of governmental authorities now or subsequently pertaining to Tenant's use of the Premises. Tenant will pay any taxes or other charges by any governmental authority on Tenant's property or trade fixtures in the Premises or relating to Tenant's use of the Premises.

12. Signs.

Tenant shall not erect or permit to be erected on the Premises any signs on the interior or exterior of the Premises or the Building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. All signage must conform to the following requirements:

- (a) All signage must attach directly to and lie flat against the Building walls;
- (b) No signage may be painted directly onto the walls or the doors of the Building;

- (c) No signage shall be visible to the hallway or common areas except signage that is provided by the Landlord;
- (d) Signs existing as of the date of this Lease shall be exempt from this
- (e) A one time \$125.00 fee will be assessed and payable by Tenant as
Additional Rent for a sign outside of the Premises, which shall be provided by
the Landlord.

13. Alterations.

Tenant accepts the Premises in their present condition and Landlord will have no obligation to do any redecorating or remodeling or to make any repairs or alterations, except for the alterations, if any, shown on the attached Exhibit D.

Tenant will not make any alterations, additions or improvements in or to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant will get Landlord's prior written approval of any contractor or subcontractor who is to perform work on the Premises at Tenant's request. Landlord may require Tenant to post a bond, cash or other security to protect the Premises from mechanic's liens. All alterations by Tenant will be constructed with new materials, in a good and worker like manner, and in compliance with the plans and specifications approved by Landlord and all applicable laws, ordinances, rules, orders, regulations, or other requirements of governmental authorities. Tenant will pay for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant in or about the Premises, and will pay and discharge any mechanic's, materialmen's or other lien against the Premises resulting from Tenant's failure to make such payment, or will contest the lien and deposit with Landlord cash equal to 150% of the amount of the lien. If the lien is reduced to final judgment, Tenant will discharge the judgment and Landlord will return the cash deposited by Tenant. Landlord may post notices of nonresponsibility on the Premises as provided by law. Tenant shall not install an air conditioning unit into or servicing the Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant agrees to pay all costs and expenses associated with the installation of such an air conditioning unit in the event that Landlord agrees to such installation.

All alterations, additions and improvements to the Premises made at Landlord's or Tenant's expense, except movable office furniture and Tenant's movable trade fixtures and equipment, will become the property of Landlord upon installation and will be surrendered with the Premises upon termination of this Lease.

14. Utilities and Services.

Landlord will supply reasonable elevator service (if elevators exist in the Building), heat and air conditioning appropriate to the season during Normal Business Hours, and electricity in reasonable amounts for ordinary office purposes. The cost of all such services will be a part of the Utility Expenses. Landlord will not be liable for any loss or damage resulting from any temporary interruption of these services due to repairs, alterations or improvements, or any variation, interruption or failure of these services due to governmental controls, unavailability of energy, or any other cause beyond Landlord's control. No such interruption or failure of these services will be deemed as an eviction of Tenant or will relieve Tenant from any of its obligations under this Lease.

Except for payment of Monthly Rent, Tenant will not be required to pay for these services for ordinary office purposes, but Tenant will pay to Landlord any reasonable charges, based on Landlord's cost without mark-up, Landlord establishes for utilities or services provided outside Normal Business Hours at Tenant's request, or provided because of uses other than ordinary office uses. Tenant agrees not to waste or misuse the utilities the Landlord provides.

15. Entry by Landlord.

Landlord, its agents, contractors and mortgagees will have the right, upon 24 hour prior notice to the Tenant, to enter the Premises at reasonable times for inspecting, cleaning, repairing, or exhibiting the Premises, but Landlord will have no obligation to make repairs, alterations or improvements except as expressly provided in this Lease. Landlord, its agents and contractors, however, will not be required to provide Tenant with any notice prior to entry into the Premises in the event of an emergency.

16. Telephones and Data Transmission.

All telephone and data transmission installation, repair, and reasonably related costs for the Premises are the sole responsibility of the Tenant and shall not be included in any calculation of Costs by the Landlord. The Tenant shall be responsible for the telephone and data transmission wiring, lines and equipment from the location where the telephone company brings service into the Building. Landlord shall not be responsible nor liable for running telephone or data transmission lines from the telephone company terminal to the Premises, nor within the Premises. Landlord agrees to permit Tenant, or any service company, including without limitation, its employees, subcontractors or agents, retained by Tenant for the purpose of installing telephone and data transmission lines, wiring and equipment in the Premises, access to all parts of the Building necessary for the installation, maintenance, repair, upgrading and improvement of such lines, wiring and equipment.

17. Subordination.

At the request of any mortgagee or ground lessor, this Lease will be subject and subordinate to any mortgage or ground lease which may now or hereafter encumber the Building, and Tenant will execute, acknowledge and deliver to Landlord any document requested by Landlord to evidence the subordination. Such subordination is on the condition that Tenant's right of possession of the Premises as provided in this Lease will not be disturbed by the mortgagee or ground Landlord so long as Tenant is not in default under this Lease. If the interest of Landlord is transferred to any party by reason of foreclosure of a mortgage or cancellation of a ground lease, or by delivery of a deed in lieu of foreclosure or cancellation, Tenant will immediately and automatically attorn to such party. Tenant agrees that upon notification by Landlord or any mortgagee or ground Landlord of the election of a mortgagee or ground Landlord to subordinate its interest in the Premises to this Lease, this Lease will become prior to the mortgage or ground lease.

18. Estoppel Certificates.

Within 10 days after written request from either party, the non-requesting party will execute, acknowledge and deliver to the requesting party a document furnished by the requesting party and reasonably acceptable to the non-requesting party, which document may be relied upon by the requesting party and any prospective purchaser or mortgagee of the Building or the Lease, stating (a) that this Lease is unmodified and is in full force and effect (or if modified, that the Lease is in full force and effect as modified and stating the modifications), (b) the dates to which rent and other charges have been paid, (c) the current Monthly Rent, (d) the dates on which the Term begins and ends, (e) that Tenant has accepted the Premises and is in possession, that the requesting party is not in default under this Lease, or, if the requesting party is in default, specifying any such default, and (g) including such other information as the prospective purchaser or mortgagee may require.

19. Waiver of Claims and Assumption of Risks.

Landlord and Tenant release each other from any liability for loss or damage by fire or other casualty coverable by a standard form of "all risk" insurance policy, whether or not the loss or damage resulted from the negligence of the other, its agents or employees. Each party will use reasonable efforts to obtain policies of insurance, which provide that this release will not adversely affect the rights of the insured's under the policies. The releases in this Section will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in the Premises.

20. Indemnification.

Tenant will indemnify Landlord and its agents and employees against all claims, demands and actions, and all related costs and expenses (including attorneys' fees) for injury, death, disability or illness of any person, or damage to property, occurring in the Premises or arising out of Tenant's use of the Premises, except to the extent caused by the willful misconduct or negligence of Landlord or someone acting on its behalf.

21. Insurance.

Tenant will keep public liability insurance in force at its expense by an insurer and policy acceptable to Landlord in its reasonable opinion. The policy will name Landlord and its mortgagee as additional insured's, for limits of at least \$200,000 for bodily injuries or death of one or more persons.

22. Assignment and Subletting.

Tenant may assign this Lease or sublet all or part of the Premises only with Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. If Tenant receives a bona fide offer for an assignment of Tenant's interest under this Lease or to sublease all or part of the Premises and Tenant requests Landlord's consent, a copy of the offer and a financial statement of the proposed tenant will be furnished to Landlord. In the case of a proposed assignment or sublease of all of the Premises, Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the party making the offer on the same terms as the offer to Tenant or without that condition. In the case of a proposed sublease for less than all of the Premises, Landlord may amend this Lease to exclude the portion of the Premises to be subleased, either conditioned on execution of a new lease between Landlord and the party making the offer on the same terms as in the offer to Tenant or without that condition. If Landlord fails to give Tenant written notice of its decision to terminate or amend this Lease within 20 days after receiving a copy of the offer to Tenant, Landlord will not unreasonably withhold its consent to the assignment or sublease described in the offer. Tenant acknowledges that Landlord may in its sole discretion withhold consent for an assignment or sublease to (i) a party whose occupancy would be inconsistent with the nature and character of the Building or the other tenants of the Building, or (ii) a party whose financial condition is not acceptable to Landlord in its reasonable judgment. The provisions of this Section will be binding on Tenant and any assignee or subtenant of Tenant and will apply to all portions of the Premises remaining subject to this Lease and to each request by Tenant, or its assignee or subtenant, for Landlord's consent to a further or subsequent assignment or subletting.

If Landlord consents to one or more assignments or subleases, Tenant will still remain liable for all obligations of the Tenant under this Lease.

Landlord's interest in this Lease will be freely assignable and the obligations of the Landlord arising or accruing under this Lease after an assignment will be enforceable only against the assignee.

23. Damage or Destruction.

If the Premises or Building is damaged by Casualty, the damage (excluding trade fixtures, equipment or personal property of Tenant) will be repaired by Landlord at its expense to a condition as near as reasonably possible to the condition prior to the Casualty, but if more than 25% of the total rentable area of the Building is rendered untenable, Landlord may terminate this Lease as of the date of the Casualty by giving written notice to Tenant within 30 days after the Casualty. If this Lease is not terminated, Landlord will begin repairs within 90 days after the Casualty and complete the repairs within a 9-month or period acceptable to all parties, subject to acts of God, strikes and other matters not within the control of Landlord. If Landlord fails to begin and proceed with repairs as required, Tenant may give Landlord notice to do so. If Landlord has not begun the repairs within 30 days after Tenant's notice, Tenant may terminate this Lease by written notice to Landlord within 15 days after expiration of the 30\day period. If this Lease is terminated because of the Casualty, rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant or paid to Landlord, as the case may be. During any period in which the Premises or any portion of the Premises is made untenable as a result of the Casualty, the Monthly Rent will be abated for the period of time untenable in proportion to the square foot area untenable.

24. Eminent Domain.

If there is a Taking of 25% or more of the Premises or 25% or more of the total rentable area of the Building, either party may terminate this Lease as of the date the public authority takes possession, by written notice to the other party within 30 days after the Taking. If this Lease is so terminated, any rents and other payments will be prorated as of the termination and will be proportionately refunded to Tenant, or paid to Landlord, as the case may be. All damages, awards and payments for the Taking will belong to Landlord irrespective of the basis upon which they were made or awarded, except that Tenant will be entitled to any amounts specifically awarded for Tenant's trade fixtures or equipment or as a relocation payment or allowance. If this Lease is not terminated as a result of the Taking, Landlord will restore the remainder of the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the rent will be abated for the period of time the space is untenable in proportion to the square foot area untenable and this Lease will be amended appropriately to reflect the deletion of the space taken.

25. Defaults.

If (a) Tenant defaults in the payment of rent or other amounts under this Lease and the default continues for 10 days after written notice by Landlord to Tenant, (b) Tenant defaults in any other obligation under this Lease and the default continues for 30 days after written notice by Landlord to Tenant, provided, however, if the obligation shall not be reasonably curable within such thirty (30) day period, the time for cure shall be extended so long as Tenant shall continue to use reasonable efforts to effect a cure, (c) any proceeding is begun by or against Tenant to subject the assets of Tenant to any bankruptcy or insolvency law or for an appointment of a receiver of Tenant or for any of Tenant's assets, or (d) Tenant makes a general assignment of Tenant's assets for the benefit of creditors, then Landlord may, with or without terminating this Lease, cure the default and charge Tenant all costs and expenses of doing so, and Landlord also may reenter the Premises, remove all persons and property, and regain possession of the Premises, without waiver or loss of any of Landlord's rights under this Lease, including Landlord's right to payment of Monthly Rent. Landlord also may terminate this Lease as to all future rights of Tenant, without terminating Landlord's right to payment of Monthly Rent and other charges due under this Lease.

Tenant waives any right of restoration to possession of the Premises after reentry, notice of termination, or after judgment for possession. If this Lease is terminated under this Section, Tenant promises and agrees to pay all Monthly Rent and other charges due for the remainder of the original Term, and all attorneys' fees and other expenses. If Tenant defaults in any of its obligations under this Lease, it will promptly pay all costs (including attorneys' fees) of enforcing Tenant's obligations, whether or not this Lease is terminated and whether or not suit is brought. No right or remedy will preclude any other right or remedy, no right or remedy will be exclusive of or dependent upon any other right or remedy, and any right or remedy may be exercised independently or in combination.

If Tenant is in default and notice of termination of Tenant's right to possession has been mailed to Tenant at the Premises and it appears in Landlord's reasonable judgment that Tenant has abandoned or vacated the Premises, Landlord may reenter the Premises and retake possession without legal action, without relieving Tenant of the obligation to pay Monthly Rent or any other obligations under this Lease, and without any liability to Tenant for re-entry removal of Tenant's property.

26. Waiver of Lease Provisions.

No waiver of any provision of this Lease will be deemed a waiver of any other provision or a waiver of that same provision on a subsequent occasion. The receipt of rent by Landlord with knowledge of a default under this Lease by Tenant will not be deemed a waiver of the default. Landlord will not be deemed to have waived any provision of this Lease by any action or inaction and no waiver will be effective unless it is done by expressed written agreement signed by Landlord. Any payment by Tenant and acceptance by Landlord of a lesser amount than the full amount of all Monthly Rent and other

charges then due will be applied to the earliest amounts due. No endorsement or statement on any check or letter for payment of rent or other amount will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to its right to recover the balance of any rent or other amount or to pursue any other remedy provided in this Lease. No acceptance of payment of less than the full amount due will be deemed a waiver of the right to the full amount due together with any interest and service charges.

27. Return of Possession to Landlord.

On expiration of the Term or sooner termination of this Lease, Tenant will return possession of the Premises to Landlord, without notice from Landlord, in good order and condition, except for ordinary wear and damage, destruction or conditions Tenant is not required to remedy under this Lease. If Tenant does not return possession of the Premises to Landlord, Tenant will pay Landlord all resulting damages Landlord may suffer and will indemnify Landlord against all claims made by any new tenant of all or any part of the Premises. Tenant will give Landlord all keys for the Premises and will inform Landlord of combinations on any locks and safes on the Premises. Any property left in the Premises after expiration or termination of this Lease or after the Premises have been vacated by Tenant will become the property of Landlord to dispose of as Landlord chooses.

28. Notice of Rent Increase and/or Lease Extension

In the event the lessor issues an extension of this lease, Tenant must either sign and return to Lessor said lease extension a minimum of sixty (60) days prior to the expiration of the Tenants then current lease, or Tenant must notify Lessor of the Tenants intent to vacate said premises at the expiration of Tenant current Lease. Should Tenant fail to either sign and return said lease extension, or fail to notify Lessor of Tenant intent to vacate at the termination of Tenants then present lease, then the Tenant shall be deemed to have accepted said lease extension terms and conditions.

29. Holding Over.

If Tenant remains in possession of the Premises after expiration of the Term without a new lease, it may do so only with written consent by Landlord, and any such holding over will be from month-to-month subject to all the same provisions of this Lease, except that the Monthly Net Rent will be the Monthly Net Rent stated in Landlord's consent if a new Monthly Net Rent is stated, or 125% of the Monthly Net Rent under this Lease if no new Monthly Net Rent is stated in Landlord's consent. Any holding over without Landlord's consent will be at 150% of the Monthly Rent under this Lease. The month-to-month

occupancy may be terminated by Landlord on the last day of any month by at least 30 days' prior written notice to the other.

30. Brokers.

Landlord and Tenant Represent and warrant one to another that except, Tenant accepts that Nell McClung is acting as agent for Griggs Midway Building Corporation and is a licensed Broker in the state of Minnesota. Tenant may seek third-party representation for any lease negotiations including but not limited to, lease renewals, lease extensions, or lease modifications, however, any and all fees and/or commissions payable to said party shall be the sole responsibility of the Tenant.

31. Notices.

Any notice under this Lease will be in writing, and will be sent by prepaid certified mail, or by telegram confirmed by certified mail, addressed to Tenant at the Premises and to Landlord at Progressive Management Investment, Inc., 1821 University Avenue, S144, St. Paul, Minnesota 55104, or to such other address as is designated in a notice given under this Section. A notice will be deemed given on the date mailed. Landlord's statements of Costs and other routine mailings to tenants need not be sent by certified mail.

32. Governing Law.

This Lease will be construed under and governed by the laws of Minnesota. If any provision of this Lease is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

33. Entire Agreement.

This Lease contains the entire agreement between Landlord and Tenant regarding the Premises. Tenant agrees that it has not relied on any statement, representation or warranty of any person except as set out in this Lease. This Lease may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises, or of the remainder of the Term, will be valid unless accepted by Landlord in writing.

34. Successors and Assigns.

All provisions of this Lease will be binding on and for the benefit of the successors and assigns of Landlord and Tenant, except that no person or entity holding under or through Tenant in violation of any provision of this Lease will have any right or interest in this Lease or the Premises.

35. Janitorial Services.

It is Tenant's responsibility to either clean the Premises or to contract for such cleaning services with Landlord's contract cleaner, Building Resources Corporation. Tenant is responsible for the removal of all waste material from the Premises and disposal of such waste material into the rubbish containers provided by Landlord's rubbish contractor.

36. Locks and Keys.

Landlord shall have the right to keep passkeys to the Premises and to use such keys to enter thereon in accordance with Section 15 above. No additional locks shall be placed on any doors of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

37. Conference Rooms.

Tenant may use any of the Building's five conference rooms upon the payment of a one time use fee of \$125.00, which is payable on the Commencement Date. Conference room reservations are made on a first-come basis and all conference room keys are required to be returned to the building management within 20 minutes of the expiration of the Tenant's reserved time for use of the conference room. The Landlord may assess a \$2.00 fee for all keys, which are not returned within such 20 minutes period and may assess a \$5.00 per day fee for all keys, which Tenant keeps over-night. The Landlord may assess a \$25.00 fee if Tenant fails to return the key within 4 days of the Tenant's scheduled time for use of the conference room or if Tenant loses the key. All such assessed fees shall be payable by Tenant as Additional Rent and are payable with the next installment of Monthly Rent.

38. Building Security/Key Cards.

Tenant may gain access to Building at all times with an electronic passkey, which will be issued by the Landlord. Landlord shall issue a sufficient number of such electronic passkeys to Tenant to satisfy Tenant's reasonable needs. Landlord shall employ a security guard in the Building during the hours of 5:00 p.m. to 10:00 p.m., Monday through Friday, and 8:00 a.m. to 10:00 p.m. on Saturday and can be contacted during these hours at 612*366-1748. No guard will be employed on Sundays. The Landlord retains the right to change the days and hours in which security guards will be present.

39. Run With Premises.

The terms, covenants, conditions and agreements herein contained shall run with the Premises and shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns; it being understood, however, that neither the provisions of this Section 39, nor any other provision in this Lease contained, shall be

deemed to authorize the assignment of this Lease without the prior written consent of Landlord, as herein required. Upon request of either party, a memorandum of this Lease will be executed suitable for recording.

40. Interpretations.

The captions of this Lease are for convenience and ease of reference only, and in no way define, limit or describe the scope of intent of this Lease, nor in any way affect this Lease, and shall be disregarded in the interpretation hereof. If any provision of this Lease is declared invalid or unenforceable, the remainder hereof shall remain unaffected thereby and shall continue in full force and effect. It is acknowledged that in preparation of this Lease, indistinguishable contributions have been made by representatives of both Landlord and Tenant, and that Landlord and Tenant each waives any and all rights, either at law or in equity, to have this Lease, or any term or provision herein contained, construed in favor of either party over the other.

41. No Partnership.

This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between the parties being that of landlord and tenant.

42. Environmental Compliance.

Tenant shall clean up and mitigate the effect of any Hazardous Substances which shall have been brought onto the Premises, Building or the Land after the Commencement Date by Tenant in violation of Environmental Laws and shall indemnify Landlord from all liability, claims, causes of action, and demands resulting therefrom. Landlord shall not, however, require Tenant to clean up or mitigate the effect of any Hazardous Substances which were brought onto the Premises, Building or Land prior to or after the Commencement Date, by a party other than Tenant, in violation of Environmental Laws and Landlord shall indemnify Tenant from all liability, claims, causes of action and demands resulting therefrom. Tenant and Landlord additionally covenant and agree that each will conduct its activities in the Premises, Building and on the Land in compliance with applicable Environmental Laws. Any indemnity under this section shall include, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. As used in this Lease, "Hazardous Substances" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local governmental authority; any oil or petroleum product or by-product thereof.

As used in this Lease, "Environmental Laws" means federal, state and local environmental laws, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment.

EXHIBIT B

Legal Description of the Land

That certain real property situated in Ramsey County, Minnesota, legally described as follows:

Parcel 1:

that Lots 1 and 2, Block 4, Dickerman's Rearrangement, Ramsey County, Minn. and part of Lot B said Dickerman's Rearrangement, lying West of the North westerly extension of the Southwesterly line of Lot E Dickerman's Rearrangement.

Abstract Property.

Parcel 2:

Lot A, Dickerman's Rearrangement.

A. Except premises conveyed in Book 1333 of Deeds, page 5 described as follows: That part of Lot A of Dickerman's Rearrangement described as follows: Commencing at the Southeast corner of said Lot A and extending in a Westerly direction along the Southerly line thereof a distance of 196 feet to a point, thence in a Northerly direction along a line parallel with the Easterly line of Lot A for a distance of 85 feet to a point, thence in an Easterly direction along a line parallel with the Southerly line of said Lot A, a distance of 20 feet to a point thence in a Northerly direction along a line parallel with the Easterly line of said Lot A; a distance of 165 feet to a point, thence in an Easterly direction along a line parallel with the

Southerly line of said Lot A to a point in the Easterly line of said Lot A, thence in a Southerly direction along the Easterly line of said Lot A to point of beginning.

B. Except premises conveyed in Book 1356 of Deeds, page 213 described as follows: The North 215 feet of the South 465 feet of the East 176 feet of Lot A, Dickerman's Rearrangement.

C. Except premises conveyed in Book 1447 of Deeds, page 131 described as follows: That part of Lot A, Dickerman's Rearrangement described as follows: Beginning at a point of the West line of said Lot A distant 298.27 feet North of the Southwest corner of said Lot A; thence East and parallel with the South line of said Lot A, a distance of 33 feet; thence North parallel with the West line of said Lot A, a distance of 1.09 feet, thence East parallel with the South line of said Lot A, a distance of 71.80 feet; thence North parallel with the West line of said Lot A; a distance of 1.04 feet; thence East and parallel with the South line of said Lot A, a distance of 25.20 feet; thence North and parallel with the West line of said Lot A, a distance of 40.3 feet; thence East parallel with the South line of said Lot A, a distance of 11.55 feet; thence North and parallel with said West line of Lot A, a distance of 10.16 feet; thence East and parallel with said South line of Lot A; a distance of 15.0 feet to a point in the center line of the spur tracks; thence North along the center line of said spur tracks a distance of 262.40 feet to a point which is 156.06 feet East of the said West line of said Lot A; thence Northwesterly along a curve to the left with a radius of 360.85 feet a distance of 128.37 feet; thence continuing more Northwesterly along a curve to the left with a radius of 326.67 feet and along the center line of said spur tracks a distance of 143.68 feet to a point on the North line of Lot A aforesaid thence West along said North line a distance of 55.48 feet to the Northwest corner of said Lot A; thence South along the West line of said Lot A, a distance of 560.30 feet to the place of beginning, all situate in Ramsey County, Minnesota.

Subject to the burdens and together with the benefice of the easements as contained in Book 1356 Deeds, page 215, and in Book 1447 Deeds, page 131.

EXHIBIT C

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 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.

Tenant shall not occupy the Building or permit any portion of the Building to be occupied for the manufacture or direct sale of Liquor, narcotics, or tobacco in any form, or unless

the terms of Tenant's lease specifically permits otherwise. Tenant shall not conduct in or about the Building any auction and/or sale, public or private without written approval of Lessor.

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

D. Fire. Tenants shall not conduct mechanical or manufacturing operations, cook or prepare food, 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 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. Tenant shall not use in the Building any machines, other than standard office machines such as typewriters, computers, calculators, copying machines and similar machines without the prior written approval of Lessor. Tenant shall not cause improper noises, vibration, or odors within the building.

G. Recycling. The GMBC provides recycling of paper, cardboard, glass, and aluminum cans on the North Loading Dock. Aspen Waste Systems Inc. is the recycler and we will provide you with all necessary information for recycling.

H. Delivery/Moving. Tenant shall move all freight, supplies, furniture and other personal property into, within and out of the Building only at such times and through such entrances 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 freight, supplies, furniture, fixtures and other personal property to be brought into 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. Tenant 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 Building any safes, copying machines, computer equipment or other objects of unusual size or weight, nor shall tenant place within the building any objects which exceed the floor weight specifications of the building, without the prior written consent of Lessor. The placement and position 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 or the maintenance of the premises or the building. Tenants shall exercise their best efforts to keep sidewalk, entrance passages, courts, lobby areas, garage or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the building (hereafter "common areas") clean and free from rubbish.

K. Utility Usage. In the event that Tenant requires electrical usage above normal office demands, Lessor reserves the right to meter such electric usage and charge Tenant accordingly. Standard building electric covers the usage of copiers, computers, and building lights, etc. Any air-conditioning or special machinery specifically related to Tenant's own use is subject to additional billing.

L. Common Area Use. Tenant shall use the common areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon common areas or elsewhere within the building. Lessor shall in all cases retain the right to control the common areas and roof of the building or prevent access thereof by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation or interests of the building and its tenant. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, or similar areas or go upon the roof of the building without the prior written consent of lessor.

M. Restroom/Washroom Use. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the building, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or therewith. If tenant or Tenants servants, employees, agents, contractors, jobbers, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenance, such damage shall be repaired at the Tenant's expense, and Lessor will not be responsible therefor.

N. Installation/Removals. Tenant shall not mark, paint, drill into, string wires within, or in any way deface any part of the Building, without prior written consent of Lessor, and as Lessor may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floor shall be repaired by Tenant at Tenant's sole cost and expense. Without limitation upon any of the provisions

of the lease, Tenant shall refer all contractors' representatives, installation technicians, janitorial workers and other mechanics, artisans and laborers rendering any service in connection with the repair, maintenance improvements of the premises to Lessor for Lessor's supervision, approval and control before performance of any such service. This paragraph shall apply to all work performed in the building, including without limitation installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the building. Plans and specifications for such work, prepared at tenant's sole expense, shall be submitted to Lessor and shall be subject to Lessor's approval in each instance before the commencement of work. All installation, alterations and additions shall be constructed by tenant in a good and workmanlike manner and only good grades of materials shall be used. The means by which telephone, telegraph and similar wires are to be introduced to the premises shall be subject to the prior approval of Lessor.

O. Publicity/Advertising of Building. Lessor shall have the right to prohibit any publicity, advertising or use of the name of the Building by tenant which, in Lessor's opinion, tends to impair the reputation of the Building or its desirability as a Building. Upon notice from Lessor, Tenant shall refrain from or discontinue any such publicity, advertising or use of the Building name.

P. Doors. Subject to applicable fire or other safety regulations, all doors opening onto common areas and all doors upon the perimeter of the premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the premises after regular business hours or on non-Business days Tenant shall close any entrance doors to the building or to the premises used by Tenant immediately after using such doors.

Q. Lessor's Employees. Employees of Lessor shall not receive or carry messages from or to Tenant, or any other person, nor contract with nor render free or paid services to tenant's servants, employees, contractors, jobbers, agents or visitors. In the event that any of Lessor's employee's perform any such services, such employees shall be demanded to be the agents of Tenant regardless of whether or how payment is arranged for such services, and tenant hereby indemnifies and holds Lessor harmless from any and all liabilities in connection with any services and any associated injury or damage of property or injury or death to persons resulting therefore.

R. Keys/Access Cards. All keys and access cards to the exterior doors of the premises shall be obtained by Tenant from Lessor, and Tenant shall pay to Lessor a reasonable deposit determined by Lessor from time to time for such items. Tenant shall

not make duplicate copies. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the building, nor shall Tenant make any changes in existing locks or mechanisms thereof. Tenant shall, upon the termination of its tenancy, provide Lessor with the combination of locks or safes, safe cabinets and vaults and deliver to Lessor all keys to the building, the premises and all interior doors, cabinets, and other key controlled mechanisms therein, and such keys that were furnished to Tenant by Lessor. In the event of the loss of any key and/or access card furnished to Tenant by Lessor, Tenant shall pay to Lessor the cost of replacing the same or of changing the lock or locks if lessor shall deem it necessary to make such change.

S. Smoking Policy. There is no smoking allowed in the common area of the Building, including but not limited to, the hallways, stairwells, elevators and restrooms.

T. Chair Mats. To help keep Building-operating expenses down, carpet protector mats are required in all carpeted areas where chairs with castors are used.

U. Deliveries. All deliveries, regardless of how small, must be made via the freight elevators. The main freight elevators are located on the First Floor of the Building.

V. THE GRIGGS MIDWAY BUILDING CORPORATION BANS GUNS IN THESE PREMISES.

If requested by Lessor said Tenant agrees to fully cooperate and adjust for any clerical errors in regards to this lease and any future Amendments, Addendums and Lease extensions. Said Tenant agrees to comply within 30 days of Lessor mailing notice to comply.

Landlord and Tenant have executed this lease to be effective as of the date stated in the first paragraph of this Lease.

Landlord:
Griggs Midway Building, Inc.

By _____
Its _____
Date: _____

Tenant:
City of St. Paul Police Department
Employees Assistance Program (EAP)

By _____
Its _____
Date: _____

YOUR SIGN WILL READ AS FOLLOWS:

Initials

TENANT CONTACT INFORMATION FORM

It is necessary for us to have certain information on file when we need to contact you regarding building management issues or in the event of an after hours building emergency. Please fill in the following information and deliver or email this form to our office as soon as possible. Email to: Elizabeth@PMILeasing.com

Company: _____

Company E-Mail: _____ Company Website: _____

Office Hours: _____

Office Phone Number: _____ Office Facsimile Number: _____

Office Manager: _____

Office Manager E-Mail Address: _____

Primary Contact Name: _____

Primary Contact E-mail Address: _____

Primary Contact Phone Number: _____

Primary Contact Emergency/Home Phone Number: _____

Primary Cell Phone Number: _____

Emergency Contact Name: _____

Emergency/Home Phone Number: _____ Cell Phone Number: _____

Emergency E-Mail Address: _____

How would you like to receive Monthly Rent Statement:

MAILED _____ **E-MAILED** _____

Name of Person to contact regarding billings and payments: _____

Telephone Number: _____ E-Mail Address: _____

Billing Address: _____

**Thank you,
Progressive Management Investments, Inc.**