

(File Name: \_\_\_\_\_)

Revised

Authority (C.F. or A.O.)

LEASE NO. \_\_\_\_\_

DATE: OCTOBER, 2025

Landlord: CITY OF SAINT PAUL

Department of Parks and Recreation

Tenant: THE JK MOVEMENT

CITY OF SAINT PAUL



LEASE AGREEMENT

**THIS LEASE AGREEMENT** (“Lease”) is entered into as of the \_\_\_\_ day of October, 2025, (“Effective Date”) by and between The JK Movement, a Minnesota nonprofit corporation (“Tenant”), and The City of St. Paul as (“Landlord”).

**RECITALS:**

**Whereas**, Landlord and Tenant are parties to a management services agreement dated March 29, 2022 pursuant to which Tenant has been managing the Jimmy Lee Recreation Center / Oxford Community Complex dated March 29, 2022 (“Management Agreement”);

**Whereas**, the Landlord and Tenant have determined that it is in the best interests of the parties to enter into this Lease and a separate development agreement which will allow for significant capital improvements to the Property with such agreements superseding and replacing the Management Agreement as of January 1, 2026;

**Whereas**, this Lease is being executed in connection with funds secured by Tenant which require a commitment for the development, management and lease of the Leased Premises by Landlord to Tenant; and

**Whereas**, the parties desire to enter into this Lease defining their respective rights, duties and liabilities relating to the Leased Premises.

**NOW, THEREFORE**, Landlord and Tenant in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. **Lease.** Landlord does hereby demise and lease to Tenant, and Tenant hereby leases from Landlord, the Jimmy Lee Recreation Center / Oxford Community Complex (“Leased Premises”)

and (the “Building”) as described in Exhibit A. The Building is located on the parcels described on Exhibit A attached hereto and made a part hereof (the “Land”, and the Land and the Building are hereinafter collectively referred to as the “Property”). The Tenant shall be responsible for obtaining mail delivery to the Leased Premises. Trash pickup is included as part of the lease of the Leased Premises. The Tenant also agrees that Tenant will be responsible for the routine cleaning of the Leased Premises. Tenant will be responsible for the day-to-day stocking and cleaning of the restrooms.

2. **Term of Lease**. This Lease shall be in effect for an initial term of sixty (60) months commencing on January 1, 2026 (“Commencement Date”) and ending on December 31, 2031, unless terminated earlier by the Landlord or Tenant as provided herein (“Initial Term”). This Lease may be renewed by mutual written consent of both parties, up to three times, each renewal being sixty (60) months and referred to as a (the “Renewal Term”).. The Initial Term and any Renewal Term shall be referred to as (the “Term”).

3. **Use of Premises**. Tenant shall use and occupy the Leased Premises for the following purposes: Operation of The JK Movement programs and related nonprofit purposes and for no other purpose without the prior written consent of Landlord.

4. **Rent**.

4.1. **Rent**. During Lease Term, Tenant agrees to pay rent subject to the terms and conditions of this Lease equal to the utility costs for the Leased Premises not to exceed \$3600 per month.

4.2. **Abatement**. The Rent shall be abated until completion of Landlord Work in compliance with the Development Agreement a copy of which shall be attached as Exhibit B (“Development Agreement”), which completion is certified in writing by Landlord and Tenant.

4.3. **Tenant Insurance**. Tenant shall be responsible for the costs of required tenant insurance under this Lease.

4.4. **Additional Rent**. Additional Rent shall include, but is not limited to, the following fees, costs and expenses for the repairs, improvements or alterations required to be made by the Tenant in paragraph 13 of this Lease; but excluding any such amounts to be paid by Landlord including the Landlord’s Work.

4.5. **Payment**. All Base Rent and Additional Rent shall be payable within 30 days of the billing date. The Landlord shall charge interest of 1.5% per month on any Basic or Additional Rent remaining unpaid beyond the due date as here provided.

5. **Election Coverage**. Intentionally Omitted.

6. **Use of Additional Space Beyond Leased Premises**. This lease entitles Tenant to use of Jimmy Lee Recreation Center / Oxford Community spaces as depicted on Attachment A as programming space. Tenant shall have access to restrooms. Tenant may schedule use of meeting

rooms by third parties subject to the prior written consent of the Landlord. Additional uses will be charged the established rental fee.

7. **Taxes.** Tenant shall be responsible for and pay all non-exempt taxes and assessments against the Leased Premises, except that Tenant may at its own expense contest and challenge the imposition or amount of any such tax or assessment as prescribed by law; provided, however, that in the event this Lease is terminated by either party, Landlord may at its option require the Tenant to pay such contested taxes pending appeal, to place in escrow a sum sufficient to pay said taxes, or take other action that will remove said contested taxes as an encumbrance to title or as an exception to the transferability of marketable title to the Leased Premises.

8. **Right of Entry.** At all times during the term of this Lease, Landlord shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

8.1. **Keys.** Tenant shall have separate key for the Leased Premises. A \$25.00 deposit for each key issued will be paid by the Tenant to the Landlord.

8.2. **List of Staff & Volunteers with Access.** Tenant will maintain a list of key staff and volunteers who have access to the Leased Premises through the coded keypad. Tenant will provide a list of names and unique codes to the Landlord at least once annually and when changes need to be programmed.

9. **Landlord Work.** Landlord shall complete the improvements to the Building and Property including the Leased Premises listed on Exhibit C. All work shall be completed.

10. **Insurance.**

10.1. **Tenant's Insurance.** The Tenant shall acquire and maintain during the term of this Lease the following insurance coverage:

10.1.1. The Tenant shall be responsible for the self-insurance of, or the acquisition of Commercial Property Insurance on its personal property.

10.1.2. Commercial General Liability Insurance including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence, \$3,000,000 aggregate, shall be purchased by the Tenant. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to Landlord's insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by Landlord.

10.1.3. Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles; and

10.1.4. Workers' Compensation Insurance with not less than statutory minimum limits.

10.2. Additional Requirements. The Tenant shall supply to Landlord current insurance certificates for policies required in under Section 10.1. The limits listed in Section 10.1 establish minimums; and it is the sole responsibility of the Tenant to purchase and maintain additional insurance that may be necessary for operations of Tenant's business. Nothing in this Lease shall constitute a waiver by the Landlord of any statutory limits or exceptions on liability. Tenant shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by Landlord and shall deliver copies of the policies to Landlord on the date of Tenant's execution of this Lease. The policies required in paragraph 10.1 shall be endorsed to indicate that the insurer shall give the Landlord notice of any changes or cancellation per the terms of the policy.

10.3. Landlord's Insurance. Landlord is self-insured for all insurance needs pursuant to Minnesota Statutes Chapter 466.

10.4. Waiver of Subrogation. Landlord waives its right of subrogation for damage to the Building, contents therein, loss of use thereof, and/or loss of income, up to the amount of insurance proceeds collected. Tenant waives its right of subrogation for damage to property in the Leased Premises, loss of use thereof, loss of income and/or accounts receivable, up to the amount of their respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this Section 10.4; and, if either cannot waive its subrogation rights, such party shall immediately notify the other party, in writing.

11. Notice. Any notice, statements, bills or other communications required to be given under this Agreement will be deemed will be deemed to be duly delivered if in writing and delivered to the other Party personally, sent by facsimile with confirmed delivery sheet, sent by electronic mail with confirmation of receipt, or sent by certified mail address to the other return-receipt postage prepaid as follows:

AS TO Landlord: Special Services Manager  
City of Saint Paul  
400 City Hall Annex  
25 W. 4th Street  
Saint Paul, MN 55102  
E-Mail: [\\_susie.odegard@ci.stpaul.mn.us](mailto:_susie.odegard@ci.stpaul.mn.us)

With a Copy to: Office of the Saint Paul City Attorney  
15 W. Kellogg Blvd., 400 City Hall  
Saint Paul, MN 55102  
Attn: Parks Attorney  
Email: [sarah.sullivan@ci.stpaul.mn.us](mailto:sarah.sullivan@ci.stpaul.mn.us)

AS TO Tenant: The JK Movement

The JK Movement Center (Jimmy Lee)  
1063 Iglehart Ave.  
Saint Paul, MN 55104  
Attn: Johnny Allen Jr, Executive Director  
E-Mail: [Johnny@thejkm.org](mailto:Johnny@thejkm.org)

With a Copy to: Kutak Rock, LLP  
60 South Sixth Street, Suite 3400  
Minneapolis, MN 55402  
Attn: Jennifer Forbes  
E-Mail: [Jennifer.forbes@kutakrock.com](mailto:Jennifer.forbes@kutakrock.com)

or to such other subsequent address as the respective parties shall designate in writing. The time of giving such notice or communication shall be deemed to be the time when the same is actually delivered to the other party.

12. **Assignment and Subletting.** Tenant shall not assign or sublet this Lease without the written consent of Landlord, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.

13. **Maintenance and Repairs.**

13.1. **Tenant's Obligations.** Tenant shall, at its own cost and expense, perform routine maintenance to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life safety codes; provided that Tenant shall not be to the extent any repairs are needed with respect to the parts of the Property for which Landlord is responsible, Landlord shall be responsible.

13.2. **Landlord's Obligations.** Landlord shall at its own cost and expense, perform all repairs and maintenance needed to keep the Buildings in good condition, including (a) the exterior (including windows and doors) and interior structure of the Buildings, (b) the roofs, (c) the heating, ventilating and air conditioning systems therein, (d) all electrical, plumbing, lighting, mechanical systems and fire suppression equipment, i.e. fire sprinkler system; except when Tenant's actions, or those of their agents or patrons, necessitates the repair or maintenance.

14. **Payments in Case of Default.** Tenant shall pay Landlord all costs and expenses, including reasonable attorney's fees in any action brought by Landlord to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.

15. **Surrender of Premises.** The Tenant, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of said property and its tenant build outs and trade fixtures to Landlord in as good order and condition as the property was delivered to the Tenant reasonable wear and tear excepted. Landlord reserves the right to accept tenant build outs and trade fixtures; provided that to the extent Tenant's trade fixtures may be

removed without damage to the Leased Premises, Tenant will have the option but not the obligation to remove such trade fixtures.

16. **Indemnity.** Tenant agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by Landlord to Tenant, or the use or condition of the Leased Premises or as a result of the operations or business activities of Tenant taking place on the Leased Premises. It is fully understood and agreed that Tenant is aware of the conditions of the Leased Premises and leases the same “as is.”

17. **Holdover.** Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of the Landlord. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.

18. **Pollution and Contaminants.** Tenant agrees to comply with all ordinances, laws, rules, and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes. Tenant shall bear all costs and expenses arising from Tenant’s failure to maintain compliance with said ordinances, laws, rules or regulations and shall indemnify, defend, save and hold harmless Landlord from all liability, including without limitation, fines, forfeitures and penalties arising from the failure by Tenant to comply with such ordinances, laws, rules or regulations. Landlord has the right to perform cleanup and charge Tenant as Additional Rent for such costs should Tenant fail to comply.

19. **Controlling Lease.** In the event there is any prior existing lease or rental agreement between Tenant and Landlord (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.

20. **Destruction.**

20.1. **General.** If the Building is damaged by fire or other insured casualty, Landlord will give Tenant notice of the time needed to repair such damage, as determined by Landlord in its sole discretion, and the election (if any) which Landlord has made according to this Section 20. Such notice will be given before the thirtieth (30th) day (“Notice Date”) after the fire or other insured casualty.

20.2. **Total Destruction.** If the Building is damaged by fire or other insured casualty to an extent which may be repaired within ninety (90) days after the commencement of repair, as determined by Landlord, Landlord will repair the damage within ninety (90) days after the Notice Date. In that event this Lease will continue in full force and effect, except that Rent will be abated on a pro rata basis from the date of the fire or other insured casualty until the date of the completion of such repairs (the “Repair Period”) based on the rentable square footage of the Premises, if any, of whose use Tenant is deprived during the Repair Period.

20.3. **Partial Destruction.** If the Building is damaged by fire or other insured casualty to an extent which may not be repaired within ninety (90) days after the commencement of repair, then (i) Landlord may cancel this Lease as of the date of such damage by notice given to Tenant on or before the Notice Date, or, if Landlord shall not so cancel this Lease, (ii) Tenant may cancel this Lease as of the date of such damage by notice given to Landlord within ten (10) days after Landlord's delivery of a notice that the repairs cannot be made within such ninety (90) day period; provided, however, Tenant shall have no right to so cancel this Lease if the Premises, as determined by Landlord and as set forth in Landlord's notice, may be repaired within said ninety (90) day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will repair the Building and Rent will be abated on a pro rata basis during the Repair Period based on the rentable square footage of the Premises, if any, of whose use Tenant is deprived during the Repair Period.

20.4. **Insurance Proceeds.** Notwithstanding the foregoing, if the Building or any part thereof is damaged by any uninsured casualty, or if the amount of insurance proceeds available to Landlord to apply to such repairs are determined by Landlord to be insufficient to complete such repairs, Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by notice to Tenant given on or before the Notice Date.

21. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that, so long as Tenant pays the Rent and observes and performs all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through or under Landlord.

22. **Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default:

22.1. **Tenant's Filing.** Tenant's filing of a petition to have Tenant adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by Tenant.

22.2. **Filing by Others.** In the event a petition to have Tenant adjudicated bankrupt is filed against Tenant, the failure to dismiss such petition within ninety (90) days from the date of such filing.

22.3. **Appointment of Trustee.** If the assets of Tenant or of the business conducted by Tenant on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings.

22.4. **Assignment for Creditors.** Tenant makes any assignment for the benefit of creditors.

22.5. **Tenant's Breach.** Tenant fails to perform any other obligation which this Lease requires Tenant to perform, and such failure continues for a period of fifteen (15) days after written notice from Landlord to Tenant; or if fifteen (15) days shall be an unreasonably short amount of time in which to cure such failure, Tenant fails to commence to cure such failure within the fifteen

(15) day time period and thereafter proceed diligently to complete such cure.

22.6. Liens. The failure by Tenant or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier.

22.7. Remedies for Event of Default. It is an express covenant and agreement of Landlord and Tenant that Landlord may, at its election, terminate this Lease in the event of the occurrence of Section 22.6 relating to liens by giving not less than ten (10) written notice to Tenant; and when so terminated, Landlord may reenter the Leased Premises. This Lease and its Leased Premises shall not be treated as an asset of Tenant's estate. It is further expressly understood and agreed that Landlord shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in Section 23 of this Lease.

23. Default Remedies. In the event an Event of Default occurs under Section 22 of this Lease, Landlord may exercise any one or more of the following remedies:

23.1. Reentry. Landlord may reenter and take possession of the Premises without termination of this Lease and use its best efforts to lease the Premises to or enter into an agreement with another person for the account of Tenant.

23.2. Termination. Landlord may terminate this Lease, exclude Tenant from possession of the Premises, and use its best efforts to lease the Premises to or enter into an agreement with another in accordance with applicable law.

23.3. Lock Out. Landlord may exclude Tenant from possession of the Premises, with or without terminating this Lease and operate the Premises itself.

23.4. Remedies Under Law. Landlord may exercise any remedies available to it under the Minnesota Uniform Commercial Code.

23.5. Non-Exclusive Remedies. In exercising any of its remedies set forth in this Section, Landlord may, whether or not the Lease is then in effect, hold Tenant liable for the difference between the payments and other costs for which Tenant is responsible under this Lease. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

24. Compliance with Laws. The Property may be used for only the Purposes stated herein. It is the sole and exclusive responsibility of Tenant in the use of the Property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the



Property is proposed to be put. Inability or failure by Tenant to comply with any of said laws, rules, regulations or ordinances will not relieve Tenant of the obligation to pay the rental provided herein.

25. **Non-Discrimination.** Tenant for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

25.1. **Use of Facilities.** No person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, sexual or affectional orientation;

25.2. **Employees and Contractors.** In connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;

25.3. **Public Access.** Such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and

25.4. **Compliance with St. Paul Ordinances.** Tenant shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

26. **Liens.** Tenant shall not permit mechanic's liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Leased Premises, or for any other reason; provided that if Tenant shall first notify Landlord of its intention to do so and shall deposit in escrow with Landlord a sum of money or a bond or irrevocable letter of credit acceptable to Landlord equal to the amount of the claim of lien, Tenant may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of Landlord, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, Landlord may require Tenant to use the escrow account to promptly pay all such unpaid items and if Tenant fails to pay from the escrow account, Landlord may pay and charge the Tenant as Additional Rent.

27. **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in Tenant's reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, Tenant may terminate this Lease by giving to Landlord thirty (30) days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. Tenant hereby waives and releases any claim to or share in

the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. Tenant may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.

28. **Alterations.** The Tenant will not make any alterations to the premises without the written consent of the Landlord, such consent not to be unreasonably withheld. If the Tenant desires to make any such alterations, an accurate description shall first be submitted to and approved by the Landlord and such alterations shall be done by the Tenant at its own expense. All such work shall be performed under the Landlord's supervision and any improvements made to the Leased Premises at the Tenant's expense shall become the property of the Landlord at the end of the Lease period. Tenant agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.

29. **Development Agreement.** By December 31, 2025, Landlord and Tenant shall execute a Development Agreement. This Development Agreement will address shared governance, programming, equity in decision-making, fundraising, phased renovations (kitchen, foyer, first floor, etc.), and long-term facility sustainability.

30. **Amended.** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties hereto.

31. **Furnishings.** The Leased Premises is leased unfurnished unless otherwise noted.

32. **Captions and Headings.** The captions and headings used herein are intended only for the convenience of the reader and are not to be used in construing this Agreement.

33. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties and supersedes any prior negotiations or agreements.

34. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

35. **Electronic Signatures.** The parties agree that the electronic signatures of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purpose also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature shall not affect the enforceability of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year in

this Lease first above-written.

**Landlord:**

**The City of St. Paul**

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Mayor

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City Clerk

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Director – Office of Financial Services

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Director of Parks and Recreation

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City Attorney (Form Approval)

**Tenant:**

**The JK Movement**

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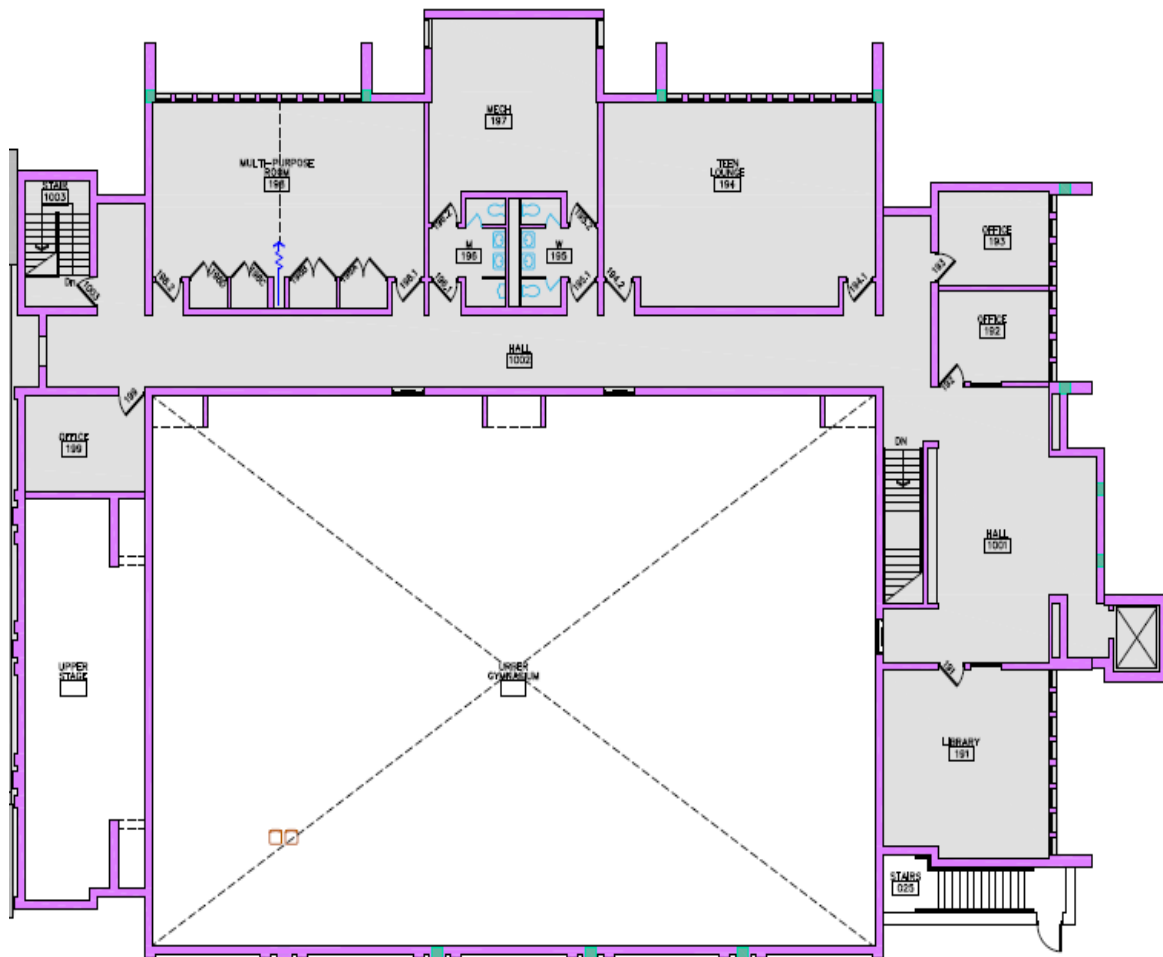
By: Johnny Allen Jr.  
Its: Executive Director

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By: Bill Hunstock  
It: President



**Exhibit A**  
**Leased Premises**



**Exhibit B**  
**Development Agreement**

A Development Agreement between the City of Saint Paul and The JK Movement to be finalized by 12/31/25.

**Exhibit C**  
**Landlord and Tenant Improvements**

**Landlord Improvements.** Landlord shall be solely responsible for the following Landlord Improvements:

- Replace the roof of the building Roof replacement (2025);
- Address Critical, Poor, and Fair items from Ameresco report (2022–2025);
- Ensure ADA compliance (bathrooms, signage, accessibility);
- Complete Phase II environmental testing and remediate as needed;
- Complete security upgrades (access controls, lighting, cameras, annual risk assessments, active-risk training, complex-wide protocols).

**Tenant Improvements.** Tenant shall be solely responsible for the following Tenant Improvements provided Tenant is able to raise the funding for the same pursuant to the terms of the Development Agreement:

- Maintain premises, repair and replace tenant improvements;
- Install broadband;
- Complete interior upgrades (technology, finishes, lighting, security);
- Install new gym bleachers and hoops, and
- Complete kitchen and foyer improvements per Development Agreement.