

OFFICE LEASE

Landlord and Tenant enter into this Office Lease (“Lease”) as of the Effective Date on the following terms, covenants, conditions and provisions:

1. BASIC LEASE PROVISIONS/DEFINITIONS

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease shall have only the meanings set forth in this Section 1 (Basic Lease Provisions/Definitions), unless such meanings are expressly modified, limited or expanded elsewhere herein.

- A. Effective Date: March ____, 2025.
- B. Tenant: City of St. Paul, a municipal corporation under the laws of Minnesota d/b/a St. Paul Office of Neighborhood Safety
- C. Tenant’s Notice Address: The Premises.
- D. Landlord: 178 9th St E, LLC, a Minnesota limited liability company
- E. Landlord’s Notice Address: 178 9th St E, LLC
4951 W. 77th Street, Suite 34
Edina, MN 55435
With a copy to:

Barna, Guzy & Steffen, Ltd.
Attn: Commercial Leasing
200 Coon Rapids Blvd., Suite 400
Minneapolis, MN 55433
- F. Building: That certain office building located at 178 9th Street East, St. Paul, Minnesota 55101, and deemed to contain approximately 24,000 rentable square feet (“RSF”) of office space. As used herein, “Similar Buildings” are buildings similar to the Building in class, age, use, and size in the St. Paul, Minnesota office market.
- G. Premises: Suite 300 (depicted on Exhibit A), and deemed to contain approximately 8,000 RSF. See Section 2.5.
- H. Term: Sixty (60) consecutive months.
- I. Commencement Date: April 1, 2025.
- J. Rent Payment Address: 178 9th St E, LLC
4951 W. 77th Street, Suite 34
Edina, MN 55435
- K. Gross Rent: The following amounts payable in accordance with Section 4:

<u>Time Period</u>	<u>Rate (PSF)</u>	<u>Monthly Gross Rent</u>
4/1/2025 – 3/31/2026	\$23.00	\$15,333.33
4/1/2026 – 3/31/2027	\$23.46	\$15,640.00
4/1/2027 – 3/31/2028	\$23.93	\$15,953.33
4/1/2028 – 3/31/2029	\$24.41	\$16,273.33
4/1/2029 – 3/31/2030	\$24.90	\$16,600.00

The first monthly installment of Gross Rent is due and payable upon Tenant’s execution of this Lease.

- L. Tenant’s Proportionate Share: The percentage equal to a fraction, the numerator of which is the deemed RSF of the Premises and the denominator of which is the deemed RSF of the Building from time to time. Tenant’s Proportionate Share as of the Effective Date is 33.33%.
- M. Security Deposit: \$0.00.
- N. Installment Payable Upon Execution: \$15,333.33 (one month’s Gross Rent)
- O. Landlord’s Broker: Jerry Driesen of CBRE.
- P. Tenant’s Broker: None.
- Q. Guarantor: None.
- R. Permitted Use: General administrative office use consistent with that of a class A office building.

2. PROPERTY.

2.1 Property. The “Property” means the Building, the Land, together with all improvements, parking facilities, Common Areas, driveways, sidewalks, and landscaping now or hereafter serving the Building.

2.2 Land. The “Land” means the real property upon which the Building sits. The Land is subject to expansion or reduction after the Effective Date.

2.3 Base Building. “Base Building” means the Building Structure and Mechanical Systems, collectively, defined as follows:

- (a) Building Structure. “Building Structure” means the foundations, floor/ceiling slabs, roofs, exterior walls, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevators, if any, Building mechanical, electrical and telephone closets, Common Areas, public areas, and any other structural components in the Building. The Building Structure excludes the Leasehold Improvements (and similar improvements to other premises) and the Mechanical Systems.
- (b) Mechanical Systems. “Mechanical Systems” means, without limitation, the mechanical, electronic, physical or informational systems generally serving the Building or Common

Areas, including the sprinkler, plumbing, heating, ventilating, air conditioning, lighting, communications, drainage, sewage, waste disposal, vertical transportation, fire/life safety and security systems, if any.

2.4 Common Areas. Subject to the remaining provisions of this Section 2.4 and the provisions of Section 22.22 below, the “Common Area(s)” includes all areas designated for the common use and benefit of the tenants of the Property and their invitees, as those areas are designated by Landlord from time to time, including, without limitation, the entrances, lobbies, fire vestibules, restrooms (excluding restrooms on any full floors leased by a tenant), mechanical areas, ground floor corridors, elevators and elevator foyers, if any, the “pocket park,” electrical and janitorial closets, telephone and equipment rooms, loading and unloading areas, plaza areas, breezeways, unrestricted parking areas, ramps, drives, stairs, and similar access ways and service ways and other common areas and facilities in and adjacent to, or used in connection with or benefitting, the Building and the Property, which are designated by Landlord from time to time for the general nonexclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, agents, representatives, licensees and invitees. Tenant will have a non-exclusive right, in common with others, to use the Common Areas. The use of such Common Areas shall be subject to the Rules and Regulations contained herein and the provisions of any easements, covenants, conditions and restrictions affecting the Building or the Property. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant’s operations, and shall use the Common Areas only for normal activities, parking and ingress and egress by Tenant and its employees, agents, representatives, licenses and invitees to and from the Premises, the Building or the Property. If, in the reasonable opinion of Landlord, unauthorized persons are using the Common Areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action or proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of any of said areas by unauthorized persons. Landlord reserves the right to make such changes, alterations, additions, deletions, improvements, repairs or replacements in or to the Building (including the Premises), the Property and the Common Areas as Landlord may reasonably deem necessary or desirable, including, without limitation, constructing new buildings and making changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading areas, landscaped areas and walkways. Notwithstanding any provision of this Lease to the contrary, the Common Areas shall not in any event be deemed to be a portion of or included within the Premises leased to Tenant and the Premises shall not be deemed to be a portion of the Common Areas. This Lease is granted subject to the terms hereof, the rights and interests of third parties under existing liens, ground leases, easements and encumbrances affecting such property. Tenant shall comply with all present or future federal, state, local or other governmental or quasi-governmental law, statute, ordinance, rule, regulation, requirement or order applicable to the Property or any part thereof (collectively, “Law” or “Laws”). Tenant acknowledges and agrees that Landlord may lock the main Building doors 24 hours a day, 7 days a week, 365 (or, if applicable, 366) days a year; provided, however, Tenant shall have access via key, subject to all applicable Laws.

2.5 Premises. Landlord leases to Tenant the Premises subject to the terms of this Lease. By taking possession of the Premises Tenant accepts the Premises in its AS-IS”, “WHERE-IS” and “WITH ALL FAULTS” condition, and the Premises is deemed in good order, condition, and repair. Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, express or implied, with respect to the condition of the Premises (including fitness for any particular purpose of the Premises). Tenant shall have the right to use the furniture, fixtures and equipment (collectively, “FF&E”) in the Premises on the Effective Date during the Term at no charge; provided, however, (i) all of the FF&E and any replacements shall be owned by Landlord, (ii) Tenant shall repair and replace the FF&E as needed, and (iii) Tenant shall surrender said FF&E upon the expiration or earlier termination of this Lease in as good condition as of the date of first possession by Tenant, except for ordinary wear and tear. If Tenant provides to Landlord, within fifteen (15) days of the Effective Date, a list of the FF&E it does not want to use,

Landlord will remove such unwanted FF&E from the Premises. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. The Premises includes the Leasehold Improvements and excludes certain areas, facilities and systems, as follows:

- (a) Leasehold Improvements. “Leasehold Improvements,” means all non-structural improvements in the Premises or exclusively serving the Premises, and any structural improvements to the Building made to accommodate Tenant’s particular use of the Premises. The Leasehold Improvements may exist in the Premises as of the Effective Date, or be installed by Landlord or Tenant under this Lease at the cost of either party. The Leasehold Improvements include, without limitation: (1) interior walls and partitions (including those surrounding structural columns entirely or partly within the Premises); (2) the interior one-half of walls that separate the Premises from adjacent areas designated for leasing; (3) the interior drywall on exterior structural walls, and walls that separate the Premises from the Common Areas; (4) the frames, casements, doors, windows and openings installed in or on the improvements described in (1-3), or that provide entry/exit to/from the Premises; (5) all hardware, fixtures, cabinetry, railings, paneling, woodwork and finishes in the Premises or that are installed in or on the improvements described in (1-4); (6) if any part of the Premises is on the ground floor, the ground floor exterior windows (including mullions, frames and glass); (7) integrated ceiling systems (including grid, panels and lighting); (8) carpeting and other floor finishes; (9) kitchen, rest room, lavatory or other similar facilities that exclusively serve the Premises (including plumbing fixtures, toilets, sinks and built-in appliances); (10) if any part of the Premises encompasses an entire floor of the Building, the elevator lobby, corridors and restrooms located on such floor; and (11) the sprinkler, plumbing, heating, ventilating, air conditioning, lighting, communications, security, drainage, sewage, waste disposal, vertical transportation, fire/life safety, and other mechanical, electronic, physical or informational systems that exclusively serve the Premises.
- (b) Exclusions from the Premises. The Premises does not include: (1) the roof of the Building and any areas above the finished ceiling or integrated ceiling systems, or below the finished floor coverings that are not part of the Leasehold Improvements, (2) janitor’s closets, (3) stairways and stairwells to be used for emergency exiting or as Common Areas, (4) rooms for Mechanical Systems or connection of telecommunications equipment, (5) vertical transportation shafts, (6) vertical or horizontal shafts, risers, chases, flues or ducts, (7) elevator banks, if any, and (8) any easements or rights to natural light, air or view.

2.6 Building Standard. “Building Standard” means the minimum or exclusive type, brand, quality or quantity of materials Landlord designates for use in the Building from time to time.

2.7 Tenant’s Personal Property. “Tenant’s Personal Property” means those trade fixtures, furnishings, equipment, work product, inventory, stock-in-trade and other personal property that are owned, leased or otherwise located in the Premises by Tenant either on the Commencement Date or at any time thereafter during the Term that are not permanently affixed to the Property in a way that they become a part of the Property and will not, if removed, impair the value of the Leasehold Improvements that Tenant is required to deliver to Landlord at the end of the Term under Section 3.3.

3. TERM.

3.1 Term. “Term” means the period that begins on the Commencement Date and ends on the Expiration Date, subject to renewal, extension or earlier termination as may be further provided in this Lease or otherwise agreed to by Landlord and Tenant in writing. “Month” means a full calendar month of the Term. “Expiration Date” means the date that is the last day of the Term (plus that many additional days required for the Expiration Date to be the last day of a Month) after the Commencement Date. Tenant may not enter the Premises for any purpose until Landlord tenders the Premises to Tenant.

3.2 Holdover. If Tenant keeps possession of the Premises after the end of the Term (a “Holdover”) without Landlord’s prior written consent (which may be withheld in its sole and absolute discretion), then in addition to the remedies available elsewhere under this Lease or by Law, Tenant will be a tenant at sufferance and must comply with all of Tenant’s obligations under this Lease, except that during such Holdover period, Tenant will pay, as Rent, two hundred percent (200%) of the sum of the monthly Rent last payable under this Lease, without prorating for any partial month of Holdover. Tenant shall be responsible for all claims and damages that result from Tenant’s failure to return possession of the Premises to Landlord at the end of the Term. Except as provided herein, Landlord’s deposit of Tenant’s Holdover payment will not constitute Landlord’s consent to a Holdover, or create or renew any tenancy.

3.3 Condition on Expiration. By the end of the Term, Tenant will return possession of the Premises to Landlord vacant, free of Tenant’s Personal Property, in broom-clean condition, and with all Leasehold Improvements in as good condition as at the date of first possession by Tenant (excepting ordinary wear and tear), and Tenant will remove Tenant’s Wiring and those Leasehold Improvements and Alterations (as such terms are defined herein) that, when approved by Landlord, were required to be removed at the end of the Term. If Tenant fails to return possession of the Premises to Landlord in this condition, Tenant shall reimburse Landlord for the reasonable costs, including Landlord’s standard administration fee, incurred to put the Premises in the condition required under this Section 3.3. Tenant’s Personal Property left behind in the Premises after the end of the Term will be considered abandoned and Landlord may move, store, retain or dispose of these items at Tenant’s cost, including Landlord’s standard administration fee.

3.4 Tenant’s Early Access to Premises. Landlord agrees, subject to the terms and conditions set forth herein, that Tenant may enter the Premises on the Effective Date upon (i) full execution of this Lease, (ii) payment of the Security Deposit and the first monthly installment of Gross Rent, and (iii) Landlord’s receipt of all insurance certificates required under this Lease, and continuing up and until the Commencement Date (“Early Access Period”), to permit Tenant to cause the installations of phones and IT equipment, to install Tenant’s furniture, fixtures, and equipment, and to make the Premises ready for Tenant’s use and occupancy. If Tenant intends to perform any alterations, additions, or improvements during the Early Access Period, then Tenant must follow the terms of Section 8. Landlord may revoke Tenant’s right to enter the Premises before the Commencement Date at any time upon twenty-four (24) hours’ notice, but Landlord will only do so for Tenant’s breach of this Lease and Tenant’s failure to promptly cure after written notice. During the Early Access Period, all terms and conditions of this Lease shall apply, including Tenant’s obligation to pay utilities, except that Tenant shall have no obligation to pay Gross Rent. Tenant agrees that Landlord shall not be liable in any way for any injury, loss, or damage which may occur to any of Tenant’s property placed upon or installed in the Premises before the Commencement Date, the same being at Tenant’s sole risk, and Tenant shall be liable for all injury, loss, or damage to persons or property arising as a result of access to the Premises by Tenant or its representatives.

4. RENT.

4.1 Gross Rent. During the Term, Tenant shall pay all Gross Rent in advance, without demand, deduction or offset, commencing on the Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Term. The first full monthly installment of Gross

Rent shall be payable upon Tenant's execution and delivery of this Lease. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Commencement Date is a day other than the first day of a calendar month, or the Term expires on a day other than the last day of a calendar month, then the Rent for such partial month shall be calculated on a per diem basis and paid in advance.

4.2 Additional Rent. Tenant's obligation to pay any other costs, charges, amounts or expenses (other than Gross Rent) payable by Tenant under this Lease is referred to in this Lease as "Additional Rent."

4.3 Terms of Payment. "Rent" means all amounts payable by Tenant under this Lease and the exhibits, including, without limitation, the Gross Rent, Additional Rent and Tenant's obligation to pay the Security Deposit and restore it from time to time. If a time for payment of Rent is not specified in this Lease, then Tenant will pay such Rent within thirty-five (35) days after receipt of Landlord's statement or invoice. Unless otherwise provided in this Lease, Tenant shall pay Rent without notice, demand, deduction, abatement or setoff, in lawful U.S. currency, at Landlord's address listed in Section 1(J). Neither Landlord's failure to send an invoice nor Tenant's failure to receive an invoice for Rent will relieve Tenant of its obligation to timely pay Rent. Each partial payment by Tenant shall be deemed a payment on account; and, no endorsement or statement on any check or any accompanying letter shall constitute an accord and satisfaction, or affect Landlord's right to collect the full amount due. No payment by Tenant to Landlord will be deemed to extend the Term or render any notice, pending suit or judgment ineffective. By notice to the other, each party may change its notice or billing address.

4.4 Late Payment. If Landlord does not receive Rent when due then Tenant shall pay Landlord a "Late Charge" equal to eight percent (8%) of the overdue amount. The amount of the Late Charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive month until paid. Tenant agrees that the Late Charge is not a penalty, and will compensate Landlord for costs not contemplated under this Lease that are impracticable or extremely difficult to fix. Landlord's acceptance of a Late Charge does not waive any Tenant default arising from such late payment. The provisions of this Section 4.4 in no way relieve Tenant of the obligation to pay Rent or other payments on or before the date on which they are due, nor do the terms of this Section 4.4 in any way affect Landlord's remedies pursuant to Section 15 of this Lease in the event said Rent or other payment is unpaid after date due. Furthermore, interest shall accrue on all delinquent amounts from the date past due until paid at the Interest Rate (as defined in Section 15.1(d)).

5. USE & OCCUPANCY.

5.1 Use. Tenant shall use and occupy the Premises only for the Permitted Use and shall not use the Premises or permit the Premises to be used for any other purpose. Landlord does not represent or warrant that the Property is suitable for the conduct of Tenant's particular business. Tenant acknowledges that it has had a full opportunity to make its own determination that the configuration and nature of the Premises are suitable for Tenant's business, and Tenant is not relying upon any implied-by-law warranty as to the suitability of the Premises for Tenant's particular business. Landlord shall have the right to deny its consent to any change in the Permitted Use of the Premises in its sole and absolute discretion.

5.2 Compliance with Laws and Directives.

- (a) Tenant's Compliance. Tenant shall not at any time use or occupy the Premises, or permit any act or omission in or about the Premises in violation of the Laws. Tenant shall not do or permit to be done anything which may invalidate or increase the cost of any fire, all risk, causes of loss - special form or other insurance policy covering the Building, the Property and/or property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate fire codes and ordinances or any other organization

performing a similar function. Tenant shall not at any time use or occupy the Premises in violation of the certificates of occupancy issued for or restrictive covenants pertaining to the Building or the Premises, and in the event that any architectural control committee or department of the state or the city or county in which the Property is located shall at any time contend or declare that the Premises are used or occupied in violation of such certificate or certificates of occupancy or restrictive covenants, Tenant shall, upon five (5) days' notice from Landlord or any such governmental agency, immediately discontinue such use of the Premises (and otherwise remedy such violation). The failure by Tenant to discontinue such use shall be considered a default under this Lease and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. Any statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guaranty by Landlord that such business is or will continue to be lawful or permissible under any certificate of occupancy issued for the Building or the Premises, or otherwise permitted by Law.

Subject to the remaining terms of this Lease, and without limitation of Tenant's obligations under Section 6 below, Tenant shall comply at Tenant's expense with all directives of Landlord's insurers or Laws concerning:

1. The Leasehold Improvements and Alterations,
2. Tenant's use or occupancy of the Premises,
3. A condition created by Tenant,
4. Tenant's or its invitees' failure to comply with this Lease,
5. The negligence of Tenant, its affiliates, parents, subsidiaries, and their respective trustees, directors, shareholders, partners, members, managers, venturers, officers, employees, agents, invitees, assignees, sublessees, contractors, or representatives (collectively, "Tenant Parties") as it relates to acts under this Lease, or
6. Any chemical wastes, contaminants, pollutants or substances that are hazardous, toxic, infectious, flammable or dangerous, or regulated by any local, state or federal statute, rule, regulation or ordinance for the protection of health or the environment that are introduced to the Property, handled or disposed by Tenant or the Tenant Parties, or any of their contractors.

- (b) Americans with Disabilities Act of 1990. Landlord and Tenant acknowledge that in accordance with the provisions of the Americans with Disabilities Act of 1990, as amended, (the "ADA"), responsibility for compliance with the terms and conditions of Title III of the ADA may be allocated between Landlord and Tenant. Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant agree that the responsibility for compliance with the ADA shall be allocated as follows: (i) Tenant shall be responsible for compliance with the provisions of Title III of the ADA, with respect to improvements that are required to the Premises after the Effective Date that result from changes or amendments to the ADA or regulations promulgated thereunder, any improvements performed by Tenant, or for Tenant's specific use of the Premises; (ii) Landlord shall be responsible for modifications or additions to the Premises, Building or Property required for ADA compliance regarding non-conformities that existed prior to the Effective Date; and (iii) Landlord shall be responsible for compliance with all provisions

of the ADA with respect to the exterior of the Building, parking areas, sidewalks and walkways, and the areas appurtenant thereto, together with all other Common Areas of the Building not included within the Premises.

5.3 Occupancy. Tenant shall not interfere with Building services or other tenants' rights to quietly enjoy their respective premises or the Common Areas. Tenant shall not make or continue any nuisance, including any objectionable odor, noise, fire hazard, vibration, or wireless or electromagnetic transmission. Without limitation, business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in locations and in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance. Tenant will not maintain any Leasehold Improvements or use the Premises in a way that increases the cost of insurance, or requires insurance in addition to the coverage required under this Lease. Tenant will not create or permit within the Premises a working environment with a density of greater than the maximum density permitted by Law.

5.4 Prohibited Persons and Transactions. Tenant represents and warrants to Landlord that (a) Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control (the "OFAC") of the Department of the Treasury (including those named on the OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order No. 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism (the "Executive Order")), or other governmental action directly relating thereto; and (b) Tenant is not, and will not be, a person with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act), H. R. 3152, Public Law 107-56 and the Executive Order and regulations promulgated thereunder and including persons and entities named on the OFAC Specially Designated Nations and Blocked Persons List.

6. SERVICES & UTILITIES.

6.1 Standard Services.

(a) Standard Services Defined. "Standard Services" means:

1. Heating, ventilation and air-conditioning ("HVAC") as reasonably required to comfortably use and occupy the Premises and interior Common Areas, in Landlord's reasonable discretion;
2. Tempered water from the public utility for use in Common Areas rest rooms;
3. Janitorial services to the interior Common Areas to the extent reasonably determined by Landlord (for the avoidance of doubt, Tenant is responsible for its own janitorial services in the Premises), and janitorial services for the Premises (standard garbage removal, standard restroom cleaning, and standard vacuuming) one (1) time per week;
4. Access to the Premises subject to the Laws, Building Rules and Regulations, Landlord's security procedures, and events of emergency, fire or other casualties; and
5. Electric service sufficient for lighting the Premises and for the operation of Ordinary Office Equipment to be delivered to the Premises. "Ordinary Office Equipment" shall mean office equipment wired for 220 volt electric service and

rated and using less than 6 amperes or 750 watts of electric current or other office equipment approved by Landlord in writing. "Ordinary Office Equipment" shall not include any machines, devices or equipment that adversely affect the temperature otherwise maintained in the Premises such as, e.g., data processing or heavy-duty computer or reproduction equipment.

- (b) Standard Services Provided. During the Term, Landlord shall provide the Standard Services to Tenant. The cost of the Standard Services is included in Gross Rent. Landlord is not responsible for any inability to provide Standard Services due to either: the concentration of personnel or equipment in the Premises; or Tenant's use of equipment in the Premises that is not customary office equipment, has special cooling requirements, or generates excessive heat.

6.2 Alternate Electrical Billing. Intentionally Deleted.

6.3 Telecommunications Services. Tenant will contract directly with third party providers and will be solely responsible for paying for all telephone, data transmission, internet, video and other telecommunication services ("Telecommunication Services") subject to the following:

- (a) Providers. Each Telecommunications Services provider that does not already provide service to the Building shall be subject to Landlord's reasonable approval. Without liability to Tenant, the license of any Telecommunications Services provider servicing the Building may be terminated by Landlord under the terms of the license, or not renewed upon the expiration of the license.
- (b) Tenant's Wiring. Landlord may, in its reasonable discretion, designate the location of all wires, cables, fibers, equipment, and connections ("Tenant's Wiring") for Tenant's Telecommunications Services, and restrict and control access to telephone cabinets and rooms. Tenant may not use or access the Base Building, Common Areas or roof for Tenant's Wiring without Landlord's prior written consent, which shall not be unreasonably withheld, or for which Landlord may charge a fee determined by Landlord.
- (c) Tenant Sole Beneficiary. This Section 6.3 is solely for Tenant's benefit, and no one else shall be considered a third party beneficiary of these provisions.
- (d) Removal of Equipment. Any and all telecommunications equipment and other facilities for telecommunications transmission (including, without limitation, Tenant's Wiring) installed in the Premises or elsewhere in the Property by or on behalf of Tenant shall be removed prior to the expiration or earlier termination of the Term by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost, with the cost thereof to be paid as Additional Rent. Landlord shall have the right, however, upon written notice to Tenant given no later than thirty (30) days prior to the expiration or earlier termination of the Term, to require Tenant to abandon and leave in place, without additional payment to Tenant or credit against Rent, any or all of Tenant's Wiring and related infrastructure, or select components thereof, whether located in the Premises or elsewhere in the Property.

6.4 Interruption of Services.

- (a) Without breaching this Lease, Landlord may:
 - 1. Comply with Laws or voluntary government or industry guidelines concerning the services to be provided by Landlord or obtained by Tenant under this Section 6;

2. Interrupt, limit or discontinue the services to be provided by Landlord or obtained by Tenant under this Section 6 as may be reasonably required during an emergency or Force Majeure event; or
 3. If Landlord gives Tenant reasonable prior notice and uses commercially reasonable efforts not to disturb Tenant's use of the Premises for the Permitted Use, interrupt, limit or discontinue the services to be provided by Landlord or obtained by Tenant under this Section 6 to repair and maintain the Property under Section 7.2, or make any improvements or changes to the Property.
- (b) Abatement for Interruption of Standard Services. If all or a part of the Premises is untenable because of an interruption in a utility service that prevents Landlord from providing any of the Standard Services for more than seven (7) consecutive days after Tenant has notified Landlord in writing of the utility interruption, then from the eighth (8th) consecutive day of interruption until the Standard Services are restored, Landlord shall abate Tenant's Gross Rent and, subject to the following:
1. Landlord will only abate Gross Rent to the extent the Premises are untenable and not actually used by Tenant to conduct business;
 2. Landlord will only abate Gross Rent and if the interruption of Standard Services is due to the negligence or willful misconduct of Landlord and within Landlord's reasonable control to remedy; and
 3. Gross Rent will be abated until the earlier of: (i) the date the utility interruption ceases, or (ii) Tenant conducts any business upon the Premises.
- (c) No Other Liability. Except as provided under Section 6.4(b), Landlord will not be liable in any manner for any interruption in services to be provided by Landlord or obtained by Tenant under this Section 6 (including damage to Tenant's Personal Property, consequential damages, actual or constructive eviction, or abatement of any other item of Rent).

6.5 Recycling. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future Laws to the extent that they or this Lease impose on Tenant duties and responsibilities regarding the collection, sorting, separation, and recycling of trash. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 6.5.

6.6 Access Control. Landlord shall be the sole determinant of the type and amount of any access control to be provided to the Property, if any. In all events, Landlord shall not be liable to Tenant, and Tenant hereby waives any claim against Landlord, for (i) any unauthorized or criminal entry of third parties into the Premises, the Building or the Property, (ii) any damage to persons, or (iii) any loss of property in and about the Premises, the Building or the Property, by or from any unauthorized or criminal acts of third parties, regardless of any action, inaction, failure, breakdown, malfunction and/or insufficiency of the access control or courtesy guard services provided by Landlord, if any. Tenant shall provide such supplemental security services and shall install within the Premises such supplemental security equipment, systems and procedures as may reasonably be required for the protection of its employees and invitees, provided that Tenant shall coordinate such services and equipment with any security provided by Landlord. The determination of the extent to which such supplemental security equipment, systems and procedures are reasonably required shall be made in the sole judgment, and shall be the sole responsibility, of Tenant. Tenant acknowledges that it has neither received nor relied upon any representation or warranty made by

or on behalf of Landlord with respect to the safety or security of the Premises or the Property or any part thereof or the extent or effectiveness of any security measures or procedures now or hereafter provided by Landlord, and further acknowledges that Tenant has made its own independent determinations with respect to all such matters.

7. REPAIRS.

7.1 Tenant's Repairs. During the Term Tenant shall, at Tenant's cost, repair, service and maintain (and replace, as necessary) all portions of the Premises, which are not expressly required to be maintained or repaired by Landlord, and keep the Premises in good order and condition. Tenant shall be responsible for the costs to repair (and replace, as necessary) any portion of the Property damaged by Tenant or Tenant's agents, contractors, or invitees. Tenant's work under this Section 7.1 is subject to the prior approval and supervision of Landlord, including, without limitation, Landlord's approval of all contractors and subcontractors performing the work, (b) must be performed in compliance with Laws and Building Rules and Regulations, and (c) must be performed in a first-class, lien free and workmanlike manner, using materials not less than Building Standard. Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of the Building or the Premises caused by (i) Tenant's activities in the Building or the Premises; (ii) the performance or existence of any alterations, additions or improvements made by Tenant in or to the Premises; (iii) the installation, use, operation, or movement of Tenant's property in or about the Building or the Premises; or (iv) any act or omission by Tenant or its officers, partners, employees, agents, contractors, or invitees. Tenant shall, at its own cost and expense, repair or replace any damage or injury to all or any part of the Premises or Building caused by Tenant or Tenant's agents, employees, invitees, licensees, or visitors. Tenant shall not commit or allow any waste or damage to be committed on any portion of the Premises. If Tenant fails to make such repairs or replacements as required under this Lease within thirty (30) days after written notice from Landlord (or immediately if an emergency), Landlord may at its option make such repairs or replacements, and Tenant shall upon demand pay Landlord for the cost thereof, together with an administration fee equal to ten percent (10%) of such costs.

7.2 Landlord's Repairs. During the Term Landlord shall, at Landlord's sole cost without reimbursement through Rent, repair and maintain (and replace, as necessary) the roof, foundation, and exterior walls (excluding all windows, plate glass, and doors), the "pocket park" and water feature within said park, provide for snow and ice removal on or about the Property, and keep the Property in good order and condition according to the standards prevailing for Similar Buildings. Tenant may not repair or maintain the Property on Landlord's behalf or offset any Rent for any repair or maintenance of the Property that is undertaken by Tenant.

8. ALTERATIONS.

8.1 Alterations by Tenant. "Alterations" means any modifications, additions or improvements to the Premises or Leasehold Improvements made by Tenant during the Term, including modifications to the Base Building or Common Areas required by Law as a condition of performing the work. Alterations are made at Tenant's sole cost and expense, subject to the following:

- (a) Consent Required. All Alterations require Landlord's prior written consent. If a Design Problem (as such term is defined below) exists, Landlord may withhold its consent in Landlord's sole and absolute discretion; otherwise, Landlord will not unreasonably withhold its consent. In either case, Landlord may condition its consent to any item of Alterations on the requirement that Tenant shall remove this item of Alterations upon termination of this Lease at Tenant's sole cost and expense and Tenant shall repair and restore the Premises to its original condition as of the Effective Date. "Design Problem"

means a condition that results, or will result, from Alterations that are proposed, being performed or have been completed that either:

1. Do not comply with Laws;
2. Do not meet or exceed the Building Standard;
3. Exceed the capacity, adversely affects, is incompatible with, or impairs Landlord's ability to, or increases the cost to Landlord to, maintain, operate, alter, modify or improve the Base Building;
4. Affect the exterior appearance of the Building or Common Areas;
5. Violate any agreement affecting the Property;
6. Cost more to demolish than Building Standard improvements;
7. Violate any insurance regulations or standards for a fire-resistive office building;
or
8. Locate any equipment, Tenant's Wiring or Tenant's Personal Property on the roof of the Building, in Common Areas or in telecommunications or electrical closets.

(b) Performance of Alterations. All Alterations shall be constructed and/or installed by licensed, bonded, and insured contractors in compliance with all applicable Laws. Alterations shall be performed by Tenant in a first class and good and workman-like manner according to plans and specifications approved by Landlord, at Tenant's sole cost and expense. Approval by Landlord of any such plans and specifications shall not be a representation or warranty of Landlord that such plans and specifications are adequate for any use, purpose, or condition, or that such plans and specifications comply with any applicable Law. All Alterations shall comply with all Laws and insurance requirements, including, without limitation, the ADA, and any regulations issued thereunder, as the same may be amended from time to time. Landlord's designated contractors must perform Alterations affecting the Base Building or Mechanical Systems; and, all other work will be performed by qualified contractors that meet Landlord's insurance requirements and are otherwise approved by Landlord. Promptly after completing any Alterations, Tenant will deliver to Landlord "as-built" CADD plans, proof of payment, a copy of the recorded notice of completion, and all unconditional lien releases. Nothing in this section shall be interpreted to affect Tenant's ability to follow any laws, rules, or regulations related to municipal contracting under Minnesota Statute Section 471.345 ("Municipal Contracting"), and if any conflict exists, Municipal Contracting laws, rules, and regulations shall control.

(c) Bonding. If requested by Landlord, before commencing Alterations Tenant shall, or shall require its contractors to, at Tenant's cost, obtain bonds, or deposit with Landlord other security acceptable to Landlord for the payment and completion of the Alterations. These bonds or other security shall be in form and amount reasonably acceptable to Landlord.

(d) Fee. Tenant shall reimburse Landlord for the actual cost that Landlord reasonably incurs to have engineers, architects or other professional consultants review Tenant's plans and work in progress, or inspect the completed Alterations.

8.2 Alterations by Landlord. Landlord may make any modifications, additions, renovations or improvements to the Property that Landlord deems appropriate, provided Landlord uses commercially reasonable efforts to avoid disrupting Tenant's business.

8.3 Liens and Disputes. Tenant will keep title to the Property free of any liens concerning the Leasehold Improvements, Alterations, or Tenant's Personal Property, and will take whatever action is required to have any of such liens released and removed of record within fifteen (15) days after the filing thereof (including, as necessary, posting a bond or other deposit). In the event that Tenant has not, within the fifteen-day period, caused the same to be released of record, Landlord shall have the right, but not the obligation, to cause such lien to be released by such means as it shall deem proper (including payment of or defense against the claim giving rise to such lien); in such case, Tenant shall reimburse Landlord for all amounts so paid by Landlord in connection therewith, together with all of Landlord's costs and expenses, with interest thereon at the Interest Rate (defined below). Such rights of Landlord shall be in addition to all other remedies provided herein or by law. To the extent legally permitted, each contract and subcontract for Alterations will provide that no lien attaches to or may be claimed against the Property other than Tenant's leasehold interest in the Premises. Additionally, Tenant will notify Landlord thirty (30) days prior to commencing any Alterations in order to provide Landlord the opportunity to record and post notices of non-responsibility or such other protective notices available to Landlord under Laws. **WITHOUT LIMITATION OF THE FOREGOING, NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES.**

9. **INSURANCE.**

9.1 Tenant's Insurance.

- (a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:
1. Commercial General Liability ("CGL") insurance written on an occurrence basis, covering the Premises and all operations of the Tenant in or about the Premises against claims for bodily injury, property damage and product liability and to include contractual liability coverage insuring Tenant's liability obligations under this Lease, to be in combined single limits of not less than those set forth in Minn Stat. Chap. 466.04; provided, however, that any assignment or sublease shall require assignee's or sublessee's limits to be no than \$1,000,000 each occurrence for bodily injury and property damage, \$1,000,000 for products/completed operations aggregate, \$1,000,000 for personal injury, and to have general aggregate limits of not less than \$2,000,000 (per location) and Umbrella Liability Insurance in an amount not less than \$5,000,000 for each policy year. The general aggregate limits under the Commercial General Liability insurance policy or policies shall apply separately to the Premises and to Tenant's use thereof (and not to any other location or use of Tenant) and such policy shall contain an endorsement to that effect. The certificate of insurance evidencing the CGL form of policy shall specify all endorsements required herein and shall specify on the face thereof that the limits of such policy apply separately to the Premises.

2. Insurance covering all of the items included in Tenant's Leasehold Improvements, heating, ventilating and air conditioning equipment maintained by Tenant, Tenant's Personal Property from time to time in, on or upon the Premises, and Alterations, additions or changes made by or on behalf of Tenant pursuant to Section 8 of this Lease, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, construction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Section 10 of this Lease.
 3. Workers' Compensation and Employer's Liability insurance affording statutory coverage, containing statutory limits with the Employer's Liability portion thereof to have minimum limits of \$500,000.00 and including a waiver of subrogation in favor of Landlord and Landlord's property manager.
 4. Business Interruption Insurance equal to not less than one hundred percent (100%) of the estimated gross earnings (as defined in the standard form of business interruption insurance policy) of Tenant at the Premises which insurance shall be issued on an "all risks" basis (or its equivalent).
 5. Automobile Liability insurance including all scheduled, owned, hired, or non-owned land motor vehicle or any mobile equipment used or operated by Tenant at the Premises with limits of liability of not less than those set forth in Minn. Stat. Chap. 466; provided, however, that any assignment or sublease shall require assignee's or subleasee's limits to be no less than \$1,000,000.00 for each person in one accident, and \$1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than \$1,000,000.00 for each accident.
- (b) All policies of the insurance provided for in Section 9.1(a) above shall be issued in form acceptable to Landlord by insurance companies with a rating and financial size of not less than A VIII in the most current available "Best's Insurance Reports", and licensed to do business in the state in which the Building is located. Each and every such policy:
1. shall name Landlord and its property manager as additional insureds, together with any other party reasonably designated by Landlord from time to time;
 2. shall (and a certificate thereof shall be delivered to Landlord at or prior to the execution of this Lease) be delivered to each of Landlord and any such other parties in interest within thirty (30) days after delivery of possession of the Premises to Tenant and thereafter within five (5) days after the inception (or renewal) of each new policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;
 3. shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days' notice in writing (and ten (10) days in the case of non-payment) in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

4. shall be written as a primary policy which does not contribute to and is not in excess of coverage which Additional Insureds may carry.
- (c) Any insurance provided for in Section 9.1(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:
1. the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and
 2. the requirements set forth in this Section 9.1 are otherwise satisfied.
- (d) Tenant shall cooperate with Landlord and Landlord's insurers in the adjustment of any insurance claim pertaining to the Building or the Property or Landlord's use thereof. Tenant agrees to pay to Landlord any increase in premiums for Landlord's insurance policies resulting from Tenant's use or occupancy of the Premises.

9.2 Insurance Relating to Alterations. In addition to the insurance required of Tenant pursuant to the provisions of Section 9.1 above, during the performance of any Alterations Tenant shall secure, pay for and maintain or cause Tenant's contractors to secure, pay for and maintain insurance in the following minimum coverages and the following minimum limits of liability:

- (a) Worker's Compensation and Employer's Liability Insurance with limits of not less than \$500,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's contractors from liability under the aforementioned acts.
- (b) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's contractors or by anyone directly or indirectly employed by any of them.
- (c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than \$1,000,000.00 for each person in one accident, and \$1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than \$1,000,000.00 for each accident. Such insurance shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's contractors, or by anyone directly or indirectly employed by any of them.
- (d) "All-risk" builder's risk insurance upon the entire given Alteration to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their

respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in such Alteration and shall insure against the perils of fire and extended coverage and shall include “all-risk” builder’s risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If any materials or supplies relating to the Alteration are stored off the site of the Building or in transit to said site are not covered under said “all-risk” builder’s risk insurance, then Tenant shall effect and maintain similar property insurance on such materials or supplies. Any loss insured under said “all-risk” builder’s risk insurance is to be adjusted with Landlord and Tenant and made payable to Landlord, as trustee for the insureds, as their interests may appear.

All policies of insurance provided for in this Section 9.2 shall (i) be issued in form acceptable to Landlord by insurance companies with a rating and financial size of not less than A VIII in the most current available “Best’s Insurance Reports”, and licensed to do business in the state in which the Building is located, (ii) name Landlord and its property manager as additional insureds, together with any other party reasonably designated by Landlord from time to time; (iii) be (by certificate of insurance) delivered to each of Landlord and any such other parties in interest prior to the commencement of the given Alteration and thereafter within five (5) days after the renewal of each new policy, and as often as any such policy shall expire or terminate (renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent); (iv) contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days’ notice in writing (and ten (10) days in the case of non-payment) in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and (v) be written as a primary policy which does not contribute to and is not in excess of coverage which Additional Insureds may carry. The minimum limits of insurance specified in Section 9.1 and 9.2 shall in no way limit or diminish Tenant’s liability under this Lease.

9.3 Self Insurance. If and so long as the following conditions are met, the provisions of this Lease requiring Tenant to maintain particular policies of insurance may be satisfied by Tenant maintaining and providing evidence of self-insurance. At such time as any of such conditions is not met, then the requirement to maintain insurance with a third-party insurer must be satisfied with third-party insurance of the types and in the amounts required by this Lease. The conditions to be satisfied are:

- (a) Tenant hereunder must be solely the City of St. Paul;
- (b) Tenant must be self-insured under a professionally administered program of self-insurance;
- (c) Tenant must provide to Landlord, prior to taking occupancy of the Premises and annually thereafter, a written certification from Tenant’s Risk Manager describing the program of self-insurance;
- (d) Tenant must not be in default under this Lease; and
- (e) In the event all or any portion of the Premises is subleased, the sublessee must immediately comply with all insurance provisions of this Lease. Compliance by the assignee or sublessee with the insurance requirements of this Lease shall be a condition to any assignment or sublease and to any occupancy of the Premises by such assignee or sublessee, except only in the case of an assignee or sublessee. Tenant hereby assumes the risks of and shall pay from its assets all claims (and related costs and expenses) if and to the same extent that a third-party insurance company would have paid those amounts if the insurance company had issued the insurance policies required by the provisions of this

Lease using standard insurance industry policy forms. This provision shall not limit the liability of Tenant to the amount of insurance otherwise stated herein.

9.4 Landlord's Insurance. During the Term hereof, Landlord shall in a manner comparable to Similar Buildings in the commercial market where the Building is located keep in effect (a) commercial property insurance on the Building, its fixtures and equipment, and rent loss insurance for a period and amount of not less than one (1) year of Gross Rent (such commercial property insurance policy shall, at a minimum, cover the perils insured under the ISO special causes of loss form which provides "all risk" coverage, and include replacement cost coverage), and (b) a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Building.

9.5 Waiver of Subrogation. Landlord, Tenant, and all parties claiming under them each mutually release and discharge each other from responsibility for any loss or damage to the extent insurance proceeds are received by Landlord or Tenant under any property insurance policy maintained by Landlord or Tenant with respect to the Premises or the Property (or which would have been received had the insurance required to be maintained hereunder been in full force and effect), no matter how caused; and each waives any right of recovery from the other, including, without limitation, any claims for contribution or indemnity that might otherwise exist on account thereof. The failure of a party to insure its property in accordance with this Lease shall not void the foregoing mutual releases, discharges, and waivers. Any property insurance policy maintained by Tenant with respect to the Premises shall contain a waiver of subrogation provision or endorsement in favor of Landlord, its affiliates, parent and subsidiaries, and their respective trustees, directors, officers, members, managers, venturers, partners, shareholders, agents, contractors, representatives, property managers, lenders, assignees, affiliates and employees; and any property insurance policy maintained by Landlord with respect to the Premises or the Property shall include a waiver of subrogation provision or endorsement in favor of Tenant. The mutual releases, discharges, and waivers contained in this provision shall apply EVEN IF THE LOSS OR DAMAGE TO WHICH THIS PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR TENANT.

10. DAMAGE OR DESTRUCTION.

10.1 Damage and Repair. If the Leasehold Improvements, Premises or Building is damaged by fire or other casualty, then the parties will proceed as follows:

- (a) Landlord's Estimates. As soon as reasonably practicable under the circumstances including the scope of the casualty, Landlord will assess any damage to the Premises and Building (but not the Leasehold Improvements) and notify Tenant of Landlord's reasonable estimate of the time required to substantially complete repairs and restoration of the Premises and Building ("Repair Estimate"). Landlord will also estimate the time that the Premises will be untenable ("Interruption Estimate"). Within thirty (30) days after the later of the issuance of the Repair Estimate, issuance of the Interruption Estimate, or receipt of any denial of coverage or reservation of rights from Landlord's insurer, each party may terminate the Lease by written notice to the other on the following conditions:
 1. Landlord may elect to terminate this Lease if either:
 - (A) The damage occurs during the last year of the Term, or
 - (B) The Repair Estimate exceeds two hundred seventy (270) days, or

- (C) The repair and restoration is not fully covered by insurance maintained or required to be maintained by Landlord (subject only to those deductibles or retentions Landlord elected to maintain) or Landlord's insurer denies coverage or reserves its rights on coverage or any mortgagee of the Building requires that insurance proceeds be applied to the indebtedness secured by its mortgage.
- 2. Tenant may elect to terminate this Lease if the Interruption Estimate exceeds one hundred eighty (180) days and Tenant did not cause the damage.
- (b) Repair and Restoration. If neither party terminates the Lease under Section 10.1(a), then the Lease shall remain in full force and effect and the parties will proceed as follows:
 - 1. Landlord will repair and restore the Premises and/or the Building, as applicable (but not the Leasehold Improvements) to substantially the same condition existing prior to such damage, except for modifications required by Law. Landlord will perform such work reasonably promptly, subject to delay for loss adjustment, Tenant delay and Force Majeure.
 - 2. Tenant will repair and restore the Leasehold Improvements reasonably promptly to the condition existing prior to such damage, but not less than then current Building Standard, except for modifications required by Law.
 - 3. Tenant may not terminate this Lease if the actual time to perform the repairs and restoration exceeds the Repair Estimate, or the actual interruption exceeds the Interruption Estimate.

10.2 Rent Abatement. If Tenant did not cause the damage or destruction under Section 10.1 and as a result of the damage or destruction, the Premises are rendered untenantable for more than five (5) consecutive days, then from the sixth (6th) consecutive day Tenant's Gross Rent shall be abated to the extent that the Premises are untenantable. Such abatement shall terminate upon Tenant's occupancy of the restored Premises, but in any event not later than the day after completion of Landlord's required repairs and restoration of the Premises and that portion of the Building necessary for Tenant's occupancy of the Premises. Tenant's sole remedy will be the abatement of Gross Rent provided under this Section 10.2, and Landlord will not be liable to Tenant for any other amount or remedy, including damages to Tenant's Personal Property, consequential damages, actual or constructive eviction, termination of this Lease, or abatement of any other item of Gross Rent.

11. LIABILITY.

11.1 Losses. "Losses" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but except in connection with third party tort claims, not indirect, special, consequential, or punitive), penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs, and fees and the costs of cleanup, remediation, removal, and restoration that are in any way related to any matter covered by the foregoing liability.

11.2 Liability. Subject to Section 9.5 and except in the event of, and to the extent of, Landlord's gross negligence or willful misconduct, to the fullest extent permitted by law, subject to any applicable limitations on the liability of Tenant under Minnesota Statute Section 466.04, Tenant hereby agrees to be liable for all losses, claims, or damages suffered by or claimed by a third party, Landlord, Landlord's property manager, employees, directors, officers, or partners to the extent caused by : (i) Tenant's maintenance, use or occupancy of the Premises or the business conducted by Tenant therein; (ii) any

negligent act or omission by Tenant or its employees, agents or invitees; or (iii) any breach or default by Tenant in the performance or observance of its covenants or obligations under this Lease, including but not limited to costs, damages, claims, liabilities and expenses for injuries to Landlord's property manager, partners, officers, directors and employees.

Subject to Section 9.5 and except in the event of, and to the extent of, Tenant's negligence or willful misconduct, Landlord hereby agrees to be liable for all Losses, claims, or damages suffered by or claimed by a third party or by any of Tenant's employees to the extent caused by: (i) any negligent act or omission by Landlord or its employees, agents or invitees; (ii) latent defects in the Building or Common Areas; or (iii) any breach or default by Landlord in the performance or observance of its covenants or obligations under this Lease, including but not limited to costs, damages, claims, liabilities and expenses for injuries to Tenant's partners, officers, directors and employees.

11.3 Survival. The terms of this Section 11 shall survive the expiration or earlier termination of this Lease.

12. CONDEMNATION.

12.1 Taking. "Taking" means the acquiring of all or part of the Property for any public or quasi-public use by exercise of a right of eminent domain or under any other Law, or any sale in lieu thereof. If a Taking occurs:

- (a) The Lease will terminate as of the date of a Taking if substantially all of the Premises becomes untenable for substantially all of the remaining Term because of the Taking.
- (b) If the Lease is not terminated under Section 12.1(a), Landlord shall restore or alter the Premises after the Taking to be tenantable, unless Landlord reasonably determines that it will be uneconomical to do so, in which case Landlord may terminate the Lease upon sixty (60) days prior written notice to Tenant.
- (c) If the Lease is not terminated under Section 12.1(a), more than twenty percent (20%) of the Premises is untenable because of the Taking, Tenant cannot operate Tenant's business for the Permitted Use in the Premises after such Taking, and Landlord is unable to provide Tenant with comparable premises in the Property, then Tenant may terminate the Lease upon sixty (60) days prior written notice to Landlord.
- (d) If the Lease is not terminated under Sections 12.1(a), (b) or (c), the Gross Rent payable by Tenant will be reduced for the term of the Taking based upon the rentable area of the Premises made untenable by the Taking.

12.2 Awards. Landlord is entitled to the entire award for any claim for a Taking of any interest in this Lease or the Property, without deduction or offset for Tenant's estate or interest; however, Tenant may make a claim for relocation expenses and damages to Tenant's Personal Property and business to the extent that Tenant's claim does not reduce Landlord's award. This Section 12 shall be Tenant's sole and exclusive remedy in the event of a Taking.

13. TENANT TRANSFERS.

13.1 Transfer Defined. "Transfer" means any:

- (a) Sublease of all or part of the Premises, or assignment, mortgage, hypothecation or other conveyance of an interest in this Lease;

- (b) Use of the Premises by anyone other than Tenant with Tenant's consent;
- (c) Change in Tenant's form of organization (e.g., a change from a partnership to limited liability company);
- (d) Transfer of fifty-one percent (51%) or more of Tenant's assets, shares (excepting shares transferred in the normal course of public trading), membership interests, partnership interests or other ownership interests; or
- (e) Transfer of effective control of Tenant.

13.2 Transfer Requirements. With respect to each subletting and/or assignment approved by Landlord hereunder: (a) the form of the proposed assignment or sublease agreement shall be reasonably satisfactory to Landlord; (b) no transferee shall take possession of any part of the Premises until a copy of an executed counterpart of such approved sublease or assignment has been delivered to Landlord; (c) no assignment shall be effective unless and until the proposed assignee executes and delivers to Landlord an agreement reasonably satisfactory to Landlord whereby the assignee assumes Tenant's obligations under this Lease accruing from and after the effective date of such assignment; and (d) each sublease shall be subject and subordinate to this Lease and to matters to which this Lease is or shall be subordinate, and such subordination shall be self-operative and no further instrument shall be required to give effect to such subordination, provided that the transferee shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such subordination.

13.3 Consent Required. Each proposed Transfer requires Landlord's prior written consent, in which case the parties will proceed as follows:

- (a) Tenant's Notice. Tenant shall notify Landlord at least thirty (30) days prior to the proposed Transfer of the name and address of the proposed transferee and the proposed use of the Premises, and include with the notice copies of the proposed Transfer documents, including, without limitation, the proposed assignment of lease or proposed sublease document, as applicable, and copies of the proposed transferee's balance sheets and income statements (both current and for the past two (2) years), as well as such other information as may be reasonably required by Landlord. LANDLORD WILL HAVE NO OBLIGATION TO REVIEW A PROPOSED TRANSFER OR TO CONSENT OR DENY CONSENT TO A PROPOSED TRANSFER UNTIL ALL ITEMS AND INFORMATION SET FORTH ABOVE IN THIS SECTION 13.3(a) HAVE BEEN PROVIDED TO LANDLORD.
- (b) Landlord's Rights. Within thirty (30) days after receipt of Tenant's complete notice and all items required under Section 13.3(a), Landlord may either:
 1. If the proposed Transfer is either an assignment of this Lease or sublease of substantially all of the Premises, terminate this Lease as of the proposed Transfer date;
 2. If the proposed Transfer is a sublease of all of the Premises or any part of the Premises that will be separately demised and have its own entrance from the Common Areas, exercise a right of first refusal to sublease such portion of the Premises at the lesser of (A) the Rent (prorated for subletting part of the Premises), or (B) the rent payable in the proposed Transfer; or

3. Provide written consent, or deny consent, to the proposed Transfer, consent not to be unreasonably withheld, conditioned or delayed if:
 - (A) The proposed transferee, in Landlord's reasonable opinion, has the financial capacity to meet its obligations under the proposed Transfer;
 - (B) The proposed use is consistent with the Permitted Use and will not cause Landlord to be in breach of any lease or other agreement affecting the Property;
 - (C) The proposed transferee is typical of tenants that directly lease premises in class A office buildings;
 - (D) The proposed transferee is not an existing tenant or an affiliate of an existing tenant, or a party with which Landlord is actively negotiating to lease space in the Property (or has, in the last six (6) months, been actively negotiating to lease space in the Property); and
 - (E) Tenant is not in default under this Lease.

13.4 Payments to Landlord. Tenant shall pay Landlord one hundred percent (100%) of Transfer receipts that exceed Tenant's Gross Rent (on a per square foot basis); after Tenant is reimbursed for Tenant's reasonable and customary out-of-pocket costs incurred in the Transfer, Alterations, and broker commissions.

13.5 Effect of Transfers. No Transfer will release Tenant or any Guarantor of this Lease from any Lease obligation. Landlord's acceptance of a payment from any person or entity other than Tenant that occupies the Premises does not waive Tenant's obligations under this Section 13. If Tenant is in default of this Lease, Landlord may proceed against Tenant without exhausting any remedies against any transferee and may require (by written notice to any transferee) any transferee to pay Transfer rent owed Tenant directly to Landlord (which Landlord will apply against Tenant's Lease obligations). The voluntary or other surrender of this Lease by Tenant, or a termination thereof, for any reason, will not result in a merger and shall, at the option of Landlord, operate as an assignment to Landlord of any or all subleases or subtenancies affecting the Premises. Each sublease will be deemed terminated upon termination of this Lease unless Landlord notifies the subtenant in writing of Landlord's election to assume any sublease, in which case the subtenant shall attorn to Landlord under the executory terms of the sublease. Any Transfer or attempted Transfer in violation of the provisions of this Section 13 shall be void and of no force and effect. The occurrence of a Transfer shall not waive Landlord's rights with respect to any subsequent assignment, sublease or other transfer.

14. **LANDLORD TRANSFERS.**

14.1 Landlord's Transfer. Landlord's right to transfer any interest in the Property or this Lease is not limited by this Lease. Upon any such transfer, Tenant will attorn to Landlord's transferee and Landlord will be released from liability under this Lease, except for any Lease obligations accruing before the transfer that are not assumed by the transferee.

14.2 Subordination. This Lease is, and will at all times be, subject and subordinate to each ground lease, mortgage, deed to secure debt or deed of trust now or later encumbering the Property or any portion thereof, including each renewal, modification, supplement, amendment, consolidation or replacement thereof (each, an "Encumbrance"). Within sixty (60) days of Landlord's request, Tenant will, without charge, execute, acknowledge and deliver to Landlord (or, at Landlord's request, the Encumbrance

holder) any instrument reasonably necessary to evidence this subordination. In the event Tenant fails or refuses to execute any instrument required under this Section, within sixty (60) days of Landlord's request, Tenant shall pay to Landlord One Hundred and 00/100 Dollars (\$100.00) per day after such 60-day period until the date that Tenant delivers such instrument to Landlord. Notwithstanding the foregoing, each Encumbrance holder may unilaterally elect to subordinate its Encumbrance to this Lease.

14.3 Attornment. Upon written request of a Successor Landlord (as such term is defined below), Tenant will attorn to any transferee of Landlord's interest in the Property that succeeds Landlord by reason of a termination, foreclosure or enforcement proceeding of an Encumbrance, or by delivery of a deed in lieu of any foreclosure or proceeding (a "Successor Landlord"). In this event, the Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant on all of the terms of this Lease, except that the Successor Landlord shall not be:

- (a) Liable for any obligation of Landlord under this Lease, or be subject to any counterclaim, defense or offset accruing before Successor Landlord succeeds to Landlord's interest;
- (b) Bound by any modification or amendment of this Lease made without Successor Landlord's written consent, except for any amendment or modification of this Lease pursuant to Tenant's strict exercise of an express right or option granted to Tenant under this Lease;
- (c) Bound by any prepayment of more than one Month's Rent;
- (d) Obligated to return any Security Deposit not paid over to Successor Landlord; or
- (e) Obligated to perform any improvements to the Premises (or provide an allowance therefor). Upon Successor Landlord's request, Tenant will, without charge, promptly execute, acknowledge and deliver to Successor Landlord any instrument reasonably necessary required to evidence such attornment.

14.4 Estoppel Certificate. Within sixty (60) days after receipt of Landlord's written request, Tenant (and any Guarantor of the Lease) will execute, acknowledge and deliver to Landlord a certificate upon which Landlord and each existing or prospective Encumbrance holder or prospective purchaser may rely confirming the following (or any exceptions to the following):

- (a) The Commencement Date and Expiration Date;
- (b) The documents that constitute the Lease, and that the Lease is unmodified and in full force and effect;
- (c) The date through which Rent has been paid, and the amounts thereof;
- (d) That neither Landlord nor Tenant is in Default;
- (e) That Landlord has satisfied all Lease obligations to improve the Premises (or provide Tenant an allowance therefor) and Tenant has accepted the Premises;
- (f) That Tenant solely occupies the Premises;
- (g) That Tenant does not have any renewal, termination, contraction, expansion or purchase options (or specify any that Tenant does have); and

- (h) Such other matters concerning this Lease or Tenant's occupancy that Landlord may reasonably require.

In the event Tenant fails or refuses to execute any instrument required under this Section, within sixty (60) days of Landlord's request, Tenant shall pay to Landlord One Hundred and 00/100 Dollars (\$100.00) per day after such 60-day period until the date that Tenant delivers such instrument to Landlord.

15. DEFAULT AND REMEDIES.

15.1 Tenant's Default and Remedies.

- (a) Except as otherwise provided in Section 15.2 below, Tenant shall be deemed to be in "Default" under this Lease if:
 - 1. Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the Rent reserved by this Lease or other amount required under this Lease;
 - 2. Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only;
 - 3. Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy Laws, as now in effect or hereafter amended, or any other Law or statute of the United States or any state thereof;
 - 4. A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy Laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof;
 - 5. Tenant abandons or vacates the Premises, except as may be required under any section of this Lease, at any time during the Term of this Lease;
 - 6. Tenant fails to comply with the Permitted Use provisions as set forth in Section 5 of this Lease;
 - 7. Tenant fails to maintain insurance as required under this Lease;
 - 8. Tenant fails to discharge any lien placed upon the Premises in violation of this Lease within fifteen (15) business days after any such lien or encumbrance is filed against the Premises;

9. Tenant fails to execute and return to Landlord an estoppel certificate and/or an SNDA within sixty (60) days following Landlord's written request therefor;
 10. Any material representation or warranty made by Tenant or Guarantor, if any, in this Lease or any other document delivered in connection with the execution and delivery of this Lease or pursuant to this Lease proves to be incorrect in any material respect; or
 11. Tenant fails to comply with or observe any other term, provision or covenant of this Lease and such failure continues for thirty (30) days after written notice to Tenant or such lesser period of time as otherwise expressly provided in the Lease; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, Tenant shall not be in default if Tenant commences and diligently pursues to cure such default within the thirty (30) day period and thereafter diligently prosecutes the same to completion, provided that no such cure shall extend beyond sixty (60) days.
- (b) Upon Default of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Default:
1. Landlord may terminate this Lease and be entitled to receive from Tenant on demand an amount equal to: (i) all Rent and other sums or charges then due or owed under this Lease; plus (ii) all of Landlord's actual expenses in connection with reletting the Premises, including, without limitation, reasonable operating expenses, reasonable alteration costs, and expenses of preparation for such reletting; plus (iii) the then present value of Rent and other sums or charges that would be due or owed under this Lease from the day of such termination or repossession for what would be the then unexpired Lease Term if the same had remained in effect, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.
 2. Landlord may terminate Tenant's right of possession (but not this Lease). Landlord may, but shall be under no obligation to, relet the Premises for such rent and upon such terms as are satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant. For the purpose of reletting, Landlord may make any repairs, changes, reasonable alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable. If the Premises is not relet, then Tenant shall pay Landlord as damages a sum equal to the amount of Rent reserved in this Lease for such period, plus the cost of recovering possession of the Premises, the unpaid Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises is relet all rentals received by Landlord shall be applied as follows, (i) the cost of recovering possession, (ii) the costs of reletting, including without limitation brokerage fees and leasing commissions, (iii) the costs and expenses of all repairs, changes, reasonable alterations, and additions, and (iv) the unpaid Rent, and other amounts accrued hereunder at the time of reletting. In no event shall Tenant be entitled to receive any surplus of any rentals received by Landlord from reletting. If such rentals received from reletting are insufficient to satisfy the outstanding charges, Tenant shall satisfy the deficiency upon notice from Landlord. No such

re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

3. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.
 4. Spend such money as is reasonably necessary to remedy any default of Tenant and the amount so spent and costs incurred shall be paid by Tenant upon thirty-five (35) days' receipt of invoice by Tenant.
 5. Pursue any other remedy now or hereafter available to Landlord under the laws of the State in which the Premises is located.
- (c) All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent payable hereunder, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may (but shall not be obligated to) cure such Default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible under this Lease or to otherwise effect compliance with its obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer, without waiving or releasing Tenant of its obligations under this Lease, and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord within thirty five (35) days of Landlord's demand, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease. The cost of any work or act performed by Landlord be charged to Tenant as rent and shall become immediately due and payable by Tenant, upon written notice from Landlord.
- (d) Tenant understands and agrees that in entering into this Lease, Landlord is relying upon receipt of all the installments of Rent to become due with respect to all the Premises originally leased hereunder over the full Term of this Lease for amortization, including an interest factor of eighteen percent (18%) per annum (the "Interest Rate").
- (f) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law or in equity (all such remedies being cumulative and nonexclusive), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.
- (g) No payment of money by Tenant after the termination of this Lease, service of any notice, commencement of any suit, or after final judgment for possession of the Premises, shall

reinstate this Lease or affect any such notice, demand, or suit or imply consent for any action for which Landlord's consent is required. No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of Rent or other payments after the occurrence of a Default shall not be construed as a waiver of such Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon a Default shall not be deemed or construed to constitute a waiver of such Default or of Landlord's right to enforce any such remedies with respect to such Default or any subsequent Default.

- (h) To secure the payment of all Rent and other sums of money becoming due from Tenant under this Lease, Landlord shall have and Tenant grants to Landlord a first lien upon the leasehold interest of Tenant under this Lease, which lien may be enforced in equity. In the event of a Default under this Lease, Landlord shall have, in addition to any other remedies provided in this Lease or by Law, all rights and remedies under the Uniform Commercial Code.
- (i) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of Law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

15.2 Landlord's Default and Remedies.

- (a) Landlord will be in default of this Lease if Landlord fails to perform any Lease obligation of Landlord and this failure continues for thirty (30) days after Tenant notifies Landlord of such failure in writing, or such longer period of time as is reasonable if more than thirty (30) days is reasonably required to perform this obligation if performance commences within said thirty-day period and is diligently prosecuted to completion.
- (b) Tenant's sole and exclusive remedy for a default of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief. Tenant hereby waives and agrees that Tenant shall have no other remedies on account of any breach or default by Landlord under this Lease including, without limitation, any offset rights. Under no circumstances whatsoever shall Landlord ever be liable for punitive, consequential or special damages under this Lease; and Tenant waives any rights it may have to such damages under this Lease in the event of a breach or default by Landlord under this Lease.
- (c) Landlord's obligations and liability with respect to this Lease, including all exhibits and schedules attached hereto, shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner or

member of Landlord, or any officer, director, shareholder, or partner or member of any partner or member of Landlord, shall have any individual or personal liability whatsoever with respect to this Lease or such exhibits and/or schedules. Further, if Landlord is comprised of more than one entity, the liability of each entity comprising Landlord shall be several only (not joint) based upon such entity's proportionate share of ownership in the Building.

(d) No liability under this Lease is assumed by Landlord's affiliates.

15.3 Force Majeure. If either party shall be delayed in, or prevented from, the performance of any act or service required under this Lease, by reason of strikes, inability to procure materials, failure of power, restrictive governmental Laws, riot, insurrection war, terrorism, or any act of God, or other reasons of a similar or dissimilar nature which are beyond the reasonable control of the party ("Force Majeure"), then the performance of any such act or service shall be excused for the period of the resulting delay. Notwithstanding the foregoing, this section shall not be applied so as to excuse or delay (a) payment of any monies from one party to the other, including Rent, (b) performance of obligations which can be cured by the payment of monies, or (c) Tenant's timely surrender of the Premises upon the expiration or termination of this Lease.

16. SECURITY DEPOSIT.

16.1. Deposit. Tenant shall deposit any Security Deposit in cash with Landlord upon Tenant's execution of this Lease. Landlord is not required to either segregate the Security Deposit from any other funds or pay any interest on the Security Deposit. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon a Default. The Security Deposit secures Tenant's performance of all Lease obligations. Without prejudice to any other remedies, Landlord may apply the Security Deposit against any cost Landlord incurs or damage Landlord suffers because Tenant fails to perform any Lease obligation, including payment of Rent. Upon Landlord's demand, Tenant shall replenish any Security Deposit applied by Landlord.

16.2. Refund. If Tenant fully and faithfully performs all of its Lease obligations, then Landlord will refund the Security Deposit (or any balance remaining) to Tenant within sixty (60) days after the expiration or early termination of the Term and Tenant's vacation and surrender of the Premises to Landlord in the condition required by Section 3.3. If Tenant has assigned this Lease, Landlord may return the Security Deposit to either Tenant or the then current assignee. Landlord's transfer of the Security Deposit to any transferee of Landlord's interest in the Building relieves Landlord of its obligations under this section, and Tenant will look solely to Landlord's transferee for return of the Security Deposit.

17. HAZARDOUS MATERIALS.

Except for Hazardous Materials contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, and stored in conformance with applicable Law (collectively, "Permitted Materials"), Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of in, on or about the Property by Tenant or the Tenant Parties, without the prior written consent of Landlord. Landlord shall be entitled to take into account any factors or facts as Landlord may determine to be relevant to determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. Tenant shall at all times comply with all applicable Laws relating to Hazardous Materials generated, brought upon, used, stored, treated or disposed of in, on or about the Premises. Tenant, at Tenant's sole cost and expense, shall remediate in a manner satisfactory to Landlord any Hazardous Materials released in, on or about the Property by Tenant and/or Tenant Parties. As defined in any applicable laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant and/or

Tenant Parties, the wastes, by-products or residues generated, resulting or produced therefrom. As used in the Lease, the term “Hazardous Materials” includes Permitted Materials and also means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material, waste or related materials, including any substances defined as or included in the definition of “hazardous substance”, “hazardous wastes,” “hazardous material”, or “toxic substances” now or subsequently regulated under any applicable federal, state, or local laws or regulations, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Each of the covenants and agreements of Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

18. BROKERAGE.

Landlord and Tenant each represent and warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the broker referred to in Section 1(O) (“Broker”) who shall be paid a commission by Landlord pursuant to a separate written agreement, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease.

19. PARKING.

Tenant shall be entitled to park in common with other tenants of the Property in those areas designated for nonreserved parking. Tenant shall be responsible for all vehicles owned, rented or used by Tenant and/or Tenant Parties in or about the Property. In no event shall Tenant park any vehicle in, on, or about the Property, or in a thoroughfare, driveway, street, or other area not specifically designated for parking. Landlord reserves the right to update the Rules and Regulations set forth on Exhibit B from time to time to include uniform Rules and Regulations, which rules may include the right to designate specific parking spaces for tenants’ use. Upon request by Landlord, Tenant shall move its vehicles for snow removal, maintenance, repair, and replacement of the parking lot, and if, in Landlord’s reasonable opinion, said vehicles are in violation of any of the above restrictions.

In addition, Tenant shall be entitled to park in up to twenty-five (25) parking stalls in the newer Marriott SpringHill Suites parking ramp next to the Property (“Ramp”) on a non-reserved, first come first serve basis. Tenant’s right to park in the Ramp is subject to Tenant’s obligation to comply with all Laws, the terms of this Lease, and all Rules and Regulations which are prescribed from time to time by Landlord (including, without limitation, those listed on Exhibit C), and provided Tenant does not interfere with any other guests, tenants or occupants. Either Landlord or the owner of said Ramp shall have the right to designate where Tenant may park and the hours in which Tenant may park in said Ramp. Tenant’s right to park in the Ramp shall be terminated upon the expiration or earlier termination of the Parking Lease dated May 30, 2018, between Landlord and the owner of the Ramp, as may be amended from time-to-time (collectively, “Parking Lease”), or upon Landlord regaining possession of the Premises without terminating the Parking Lease. Any individual failing to observe the Reasonable Rules and Regulations may, in Landlord’s commercially reasonable discretion, be trespassed from the Ramp and refused future entry. Landlord does not guarantee availability of parking. Tenant shall, at Tenant’s sole cost and expense, maintain said stalls in a neat and orderly condition at all times, shall not take any action which would constitute a nuisance, and Tenant shall use such stalls for no purposes other than for parking Tenant’s vehicles as expressly permitted herein. All motor vehicles (including all contents thereof) shall be parked at the sole risk of Tenant, it being expressly agreed and understood Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such vehicles. Upon request by Landlord or the owner of the Ramp, Tenant shall move its

vehicles for maintenance, repair, and replacement of the Ramp, and if, in Landlord's reasonable opinion, said vehicles are in violation of any of the above restrictions. If Landlord no longer has the right to use fifty-five (55) parking stalls in the Ramp, Landlord may adjust the number of parking stalls Tenant may use in the Ramp, as determined by Landlord in its sole discretion, and this Lease shall remain in full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE OR LOSS WHICH MIGHT OCCUR IN THE RAMP OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN ANY OF THE PARKING SPACES.

20. **SIGNAGE.**

Tenant shall not place or permit any signs, lights, awnings or poles in or about the Premises or the Property without the prior written consent of Landlord. Tenant shall not, without the prior written consent of Landlord, install or affix any window coverings, blinds, draperies, window or door lettering or advertising media of any type in or about the Premises that are visible from the exterior of the Premises. Any signs permitted by Landlord shall be paid for by Tenant, shall comply with all signage criteria, if any, set forth by Landlord and shall be subject to all applicable Laws and other requirements. Tenant shall at its expense remove any unpermitted signs and window coverings immediately, and shall at its expense remove any permitted signs and window coverings upon the expiration or earlier termination of this Lease. The installation and removal of all signs shall be made in such manner as to avoid damage to the Building and Tenant shall repair any such injury or defacement, including, without limitation, discoloration caused by such installation or removal. Landlord, at Landlord's sole cost, shall provide standard suite and directional signage.

21. **INSPECTION/ACCESS.**

Upon no less than twenty-four (24) hours' prior notice to Tenant (except in the event of an emergency when no such notice shall be necessary), Landlord shall have the right to enter and inspect the Premises at any reasonable time to ascertain the condition of the Premises, to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease, to exhibit the Premises to prospective purchasers or lenders, or to post notices of non-responsibility; provided, however, Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's business in the Premises during such entry by Landlord. In addition thereto, during the last six (6) months of the Term of the Lease, or at any time in which Tenant is in Default, Landlord shall have the right to enter the Premises at any reasonable time to show the Premises to prospective tenants. Landlord shall retain sole control over the common areas and public parts of the Property, and shall have the right at any time, without the same constituting any actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of any parking areas, sidewalks, corridors, entrances and other common areas and public parts of the Property.

22. **MISCELLANEOUS.**

22.1. Rules and Regulations. Tenant will comply with the "Rules and Regulations" attached as Exhibit B. Landlord may reasonably modify or add to the Rules and Regulations upon notice to Tenant. Any modification or additions to the Rules and Regulations shall be uniformly applied against all tenants and the same shall not increase Tenant's monetary obligations under the Lease. If the Rules and Regulations conflict with this Lease, the Lease shall govern.

22.2 Notice. Notice to Landlord must be given to Landlord's Notice Addresses. Notice to Tenant must be given to Tenant's Notice Addresses. All notices required to be given under this Lease shall be in writing and shall be deemed to have been received (i) upon delivery if delivered by hand, (ii) one day after deposit with a nationally-recognized overnight courier service, or (iii) three business days after deposit

in the United States mail, certified or registered, postage prepaid, return receipt requested. If any notice is refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed to have been received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address. Either party may designate a different notice address by giving notice of same to the other party in accordance with this Section. For the purpose of this Lease, Landlord's counsel may provide notices to Tenant on behalf of Landlord and such notices shall be binding on Tenant as if such notices have been provided directly by Landlord.

22.3 No Light, Air or View Easement. This Lease does not create, nor shall Tenant have, any easement, express or implied, or any other right for light, air or view to or from the Premises. Any reduction or blockage of light, air or view by any structure which may be erected after the Effective Date shall in no way effect this Lease, the obligations of Tenant hereunder or impose any additional liability on Landlord.

22.4 Entire Agreement. This Lease is deemed integrated and contains all of each party's representations, waivers and obligations. The parties may only modify or amend this Lease in a writing that is fully executed and delivered by both parties.

22.5 Counterparts. This Lease may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

22.6 Successors. Unless provided to the contrary elsewhere in this Lease, this Lease binds and inures to the benefit of each party's heirs, successors and permissible assignees.

22.7 No Waiver. A party's waiver of a breach of this Lease will not be considered a waiver of any other breach. No custom or practice that develops between the parties will prevent either party from requiring strict performance of the terms of this Lease. No Lease provision or act of a party creates any relationship between the parties other than that of landlord and tenant.

22.8 Independent Covenants. The covenants of this Lease are independent. A court's declaration that any part of this Lease is invalid, void or illegal will not impair or invalidate the remaining parts of this Lease, which will remain in full force and effect.

22.9 Captions. The use of captions, headings, boldface, italics or underlining is for convenience only, and will not affect the interpretation of this Lease.

22.10 Authority. Individuals signing this Lease on behalf of either party represent and warrant that they are authorized to bind that party. If Tenant is a corporation, partnership or other entity, Tenant warrants that all consents or approvals (copies of which shall be delivered to Landlord on the execution of this Lease by Tenant) required of third parties for the execution, delivery and performance of this Lease have been obtained, that Tenant has the right and authority to enter into and perform its covenants contained in this Lease, and that this Lease is binding upon Tenant in accordance with its terms.

22.11 Applicable Law. This Lease is governed by the laws of the State of Minnesota regardless of its conflicts provision or choice of law rules. In any action brought under this Lease, Tenant submits to the jurisdiction of the courts of the State of Minnesota. To the extent permitted by law, Landlord and Tenant agree that venue for any action brought by either against the other in connection with this Lease shall lie exclusively in the state or federal courts sitting in Ramsey County, Minnesota.

22.12 Confidentiality. Tenant will not record this Lease or a memorandum of this Lease without Landlord's prior written consent. Tenant will keep the terms of this Lease confidential and, unless required by Law, may not disclose the terms of this Lease to anyone other than Tenant's affiliates to the extent necessary to Tenant's business. Nothing in this section shall be interpreted to limit Tenant's ability to

comply with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. If any term of this Lease conflicts with the Laws of the State of Minnesota, the Laws of the State of Minnesota shall control.

22.13 Time. Time is of the essence as to all provisions in this Lease in which time is a factor.

22.14 Quiet Enjoyment. So long as Tenant is not in default, Tenant shall have the right to peacefully and quietly enjoy the Premises for the Term, subject to the terms of this Lease, matters of record, and rights of other tenants of the Property.

22.15 Lender Approval. If a mortgagee of the Building has the right to consent to this Lease and fails to give such consent on terms and conditions acceptable to Landlord in its sole and absolute discretion, then Landlord shall have the right, in its sole and absolute discretion, to terminate and cancel this Lease. Such option shall be exercisable by Landlord by written notice to Tenant of such termination, whereupon this Lease shall be deemed cancelled and terminated, and both Landlord and Tenant shall be relieved of any and all liabilities and obligations hereunder.

22.16 Exhibits. The exhibits and schedules attached to this Lease are incorporated herein. If any exhibit is inconsistent with the terms of this Lease, the provisions of this Lease will govern.

22.17 Reserved Rights. Landlord shall have the right at any time to install, affix and maintain any and all signs on the exterior and on the interior of the Property or Building as Landlord may, in Landlord's sole discretion, desire, and to prescribe the location and style of all signs visible from any common areas or from the exterior of the Building. Tenant shall not use the name of the Property or Building or use pictures or illustrations of the Property or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord. Additionally, Landlord shall have the exclusive right at all times during the Term to change, modify, add to or otherwise alter the name, number, or designation of the Building, Common Areas and/or the Property, and Landlord shall not be liable for claims or damages of any kind which may be attributed thereto or result therefrom. Landlord reserves the right to approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment; to control all the internal lighting that may be visible from the exterior of the Building.

22.18 Joint and Several. 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 such party.

23. **TENANT IMPROVEMENTS AND ALLOWANCE.**

All Alterations by Tenant in the Premises shall be subject to Section 8.1. It is agreed and understood that if Tenant makes any video-based electronic access Alterations in the Premises, Landlord will contribute toward such Alterations an allowance not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) ("Allowance"). All costs related to such Alterations for which Tenant requests reimbursement from the Allowance must be supported by reasonable documentation, such as (i) supporting invoices; (ii) receipt of purchase, information, and data as may be requested by Landlord from all general contractors, subcontractors and materialmen performing work on the Premises; and (iii) a full and final sworn construction statement, together with final lien waivers from all contractors and subcontractors for all work performed at the Premises by Tenant or at the request of Tenant. So long as Tenant is not in default under the Lease, Landlord agrees to reimburse Tenant for the alteration or improvement costs submitted with the documentation required above, not to exceed the Allowance, within thirty (30) days following receipt of request and such documentation. Landlord shall not in any event be obligated to pay or incur any costs that exceed the Allowance, and Tenant shall be fully responsible for such excess costs, plus any state sales or use tax thereon.

24. **OPTION TO EXTEND LEASE TERM.**

Landlord hereby grants to Tenant one (1) option (“Option”) to extend the Term for a period of five (5) years (“Option Term”) immediately following the expiration of the Term. The Option shall be exercised, if at all, by written notice (“Option Notice”) delivered by Tenant to Landlord no later than one hundred eighty (180) days prior to the expiration of the Term. Further, the Option shall not be deemed to be properly exercised if, as of the date of the Option Notice or at the end of the Term, Tenant (i) is in uncured default under the Lease beyond any cure period, (ii) has assigned the Lease or its interest therein, or (iii) has sublet more than fifty percent (50%) of the Premises. Provided Tenant has properly and timely exercised the Option, the Term shall be extended by the Option Term, and all terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except for the Gross Rent, which shall be adjusted to the “Fair Market Rental Value” for the Premises, but shall not be less than the then current Gross Rent, as reasonably determined by Landlord. Should Tenant not accept Landlord’s Fair Market Rental Value for the Premises, then Tenant shall so notify Landlord in writing within thirty (30) days, and this Option shall expire and the Lease shall expire at the end of the Term.

[signatures to immediately follow]

**HAVING READ AND INTENDING TO BE BOUND BY THE TERMS AND PROVISIONS THEREOF,
LANDLORD AND TENANT HAVE EXECUTED THIS LEASE AS OF THE EFFECTIVE DATE.**

LANDLORD:

178 9th St E, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

4565831_1

TENANT SIGNATURE AND ACKNOWLEDGEMENT

TENANT:

City of St. Paul, a municipal corporation under
the laws of Minnesota d/b/a St. Paul Office of
Neighborhood Safety

By: _____
NAME
TITLE

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____, the _____ of the _____, on behalf of the _____
_____.

Notary Public

Approval:

Jaime Tincher
Deputy Mayor

Approved as to form:

By: _____
Assistant City Attorney

Shari Moore
City Clerk

John McCarthy
Finance Director

EXHIBIT A
DEPICTION OF PREMISES

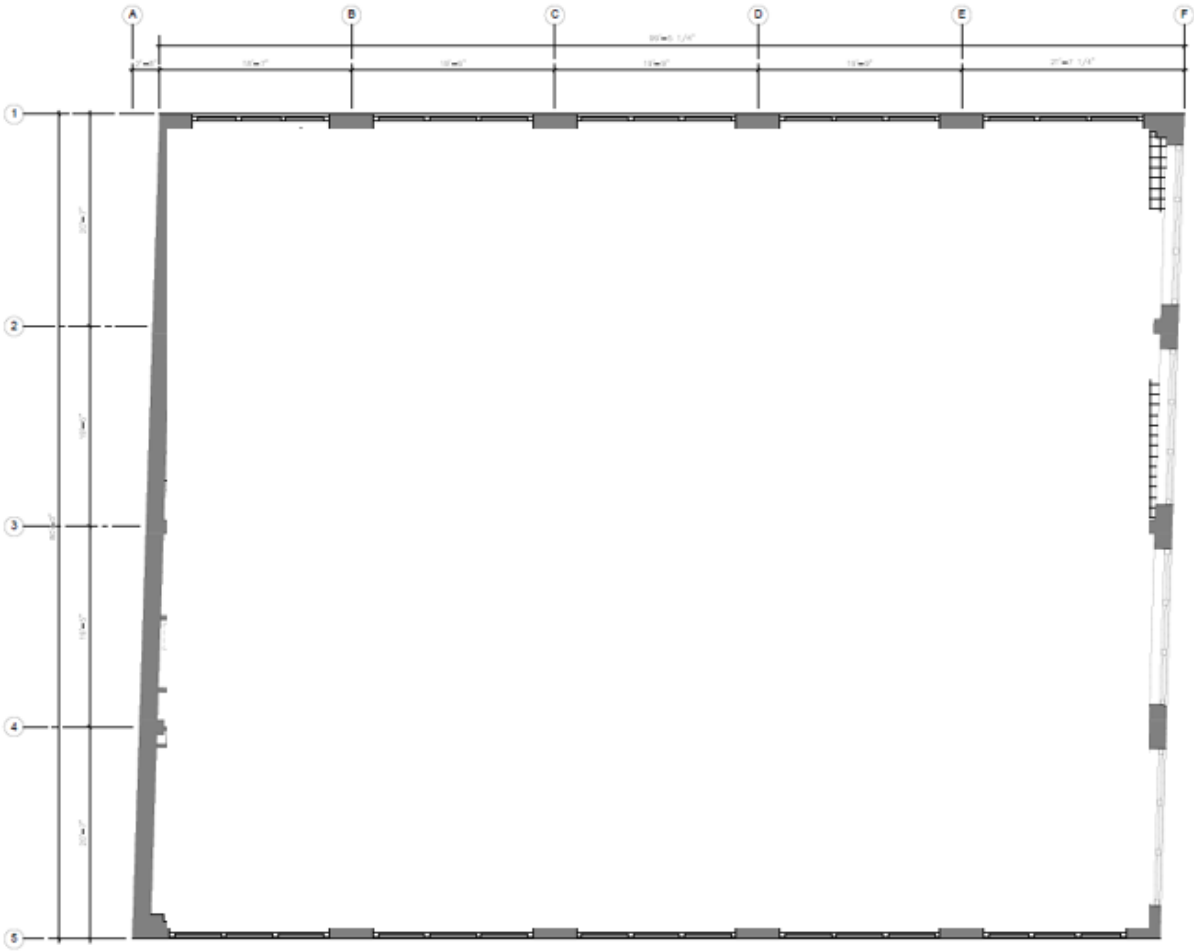


EXHIBIT B

RULES AND REGULATIONS

Tenant shall comply with the following rules and regulations (as modified or supplemented from time to time, the "Rules and Regulations"). In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two (2) keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord.
2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.
3. Landlord may close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the vicinity of the Building. Tenant shall cause its employees, agents, contractors, invitees and licensees who use Building doors during such hours to securely close and lock them after such use. Any person entering or leaving the Building during such hours, or when the Building doors are otherwise locked, may be required to sign the Building register, and access to the Building may be refused unless such person has proper identification or has a previously arranged access pass. Landlord will furnish passes to persons for whom Tenant requests them. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. Landlord and its agents shall not be liable for damages for any error with regard to the admission or exclusion of any person to or from the Building. In case of invasion, mob, riot, public excitement or other commotion, Landlord may prevent access to the Building or the Property during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.
4. No furniture, freight or equipment shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord may prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property, any damage to the Building, its contents, occupants or invitees resulting from Tenant's moving or maintaining any such safe or other heavy property shall be the sole responsibility and expense of Tenant (notwithstanding any provision to the contrary of the Lease).
5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours, in such specific elevator and by such personnel as shall be designated by Landlord.
6. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without Landlord's prior consent. Tenant shall not disturb, solicit, peddle or canvass any occupant of the Property.
8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance shall be thrown therein. Notwithstanding anything to the contrary set forth in the Lease, Tenant shall bear the expense of

any breakage, stoppage or damage resulting from any violation of this rule by Tenant or any of its employees, agents, contractors, invitees or licensees.

9. Tenant shall not overload the floor of the Premises, or mark, drive nails or screws or drill into the partitions, woodwork or drywall of the Premises, or otherwise deface the Premises, without Landlord's prior consent. Tenant shall not purchase bottled water, ice, towel, linen, or other like services from any person not approved by Landlord.
10. Except for vending machines for snacks or beverages intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated in the Premises without Landlord's prior consent.
11. Tenant shall not, without Landlord's prior consent, use any method of heating or air conditioning other than that supplied by Landlord.
12. Tenant shall not use or keep any foul or noxious gas or substance in or on the Premises, or occupy or use the Premises in a manner offensive or objectionable to Landlord or other occupants of the Property by reason of noise, odors or vibrations, or interfere with other occupants or those having business therein, whether by the use of any musical instrument, radio, CD player or otherwise. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
13. Tenant shall not bring into or keep within the Property, the Building or the Premises any animals (other than service animals), birds, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.
14. No cooking shall be done in the Premises, nor shall the Premises be used for lodging, for living quarters or sleeping apartments, or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and invitees, provided that such use complies with all Laws.
15. The Premises shall not be used for manufacturing or for the storage of merchandise except to the extent such storage may be incidental to the permitted use. Tenant shall not occupy the Premises as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics or tobacco, or as a medical office, a barber or manicure shop, or an employment bureau, without Landlord's prior consent. Tenant shall not engage or pay any employees in the Premises except those actually working for Tenant in the Premises, nor advertise for laborers giving an address at the Premises.
16. Landlord may exclude from the Property any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs, or who violates any of these Rules and Regulations.
17. Tenant shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
18. Tenant shall not waste electricity, water or air conditioning, shall cooperate with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall not attempt to adjust any controls. Tenant shall install and use in the Premises only ENERGY STAR rated equipment, where available. Tenant shall use recycled paper in the Premises to the extent consistent with its business requirements.
19. Tenant shall store all its trash and garbage inside the Premises and routinely empty said trash and garbage into the Building's common dumpster. No material shall be placed in the trash or garbage receptacles if, under Law, it may not be disposed of in the ordinary and customary manner of

disposing of trash and garbage in the vicinity of the Building. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as Landlord shall designate. Tenant shall comply with Landlord's recycling program, if any.

20. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
21. Any persons employed by Tenant to do janitorial work shall be subject to Landlord's prior consent and, while in the Building and outside of the Premises, shall be subject to the control and direction of the Building manager (but not as an agent or employee of such manager or Landlord), and Tenant shall be responsible for all acts of such persons.
22. No awning or other projection shall be attached to the outside walls of the Building without Landlord's prior consent. Other than Landlord's Building-standard window coverings, no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sun screened without Landlord's prior consent. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings.
23. Tenant shall not obstruct any sashes, sash doors, skylights, windows or doors that reflect or admit light or air into the halls, passageways or other public places in the Building, nor shall Tenant place any bottles, parcels or other articles on the windowsills.
24. Tenant must comply with requests by Landlord concerning the informing of their employees of items of importance to the Landlord.
25. Tenant must comply with the Minnesota Clean Indoor Air Act, Minnesota Statutes §§ 144.411 through 144.417, inclusive, and with any local "No-Smoking" ordinance that is not superseded by such law.
26. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by Law, and Tenant shall take all reasonable steps necessary to adequately secure the Premises from unlawful intrusion, theft, fire and other hazards.
27. All office equipment of an electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.
28. Tenant shall not use any hand trucks except those equipped with rubber tires and rubber side guards.
29. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without Landlord's prior consent.
30. Without Landlord's prior consent, Tenant shall not use the name of the Property or Building or use pictures or illustrations of the Property or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises.
31. Landlord may from time to time modify or supplement these Rules and Regulations in a manner that, in Landlord's reasonable judgment, is appropriate for the management, safety, care and cleanliness of the Premises, the Building, the Common Areas and the Property, for the preservation of good order therein, and for the convenience of other occupants and tenants thereof. Landlord may waive any of these Rules and Regulations for the benefit of any tenant, but no such waiver shall be construed as a waiver of such Rules and Regulations in favor of any other tenant nor prevent Landlord from thereafter enforcing such Rules and Regulations against any tenant.

EXHIBIT C

INITIAL RAMP RULES

The following rules have been formulated for the safety and well-being of all tenants of the Ramp. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every guest and other users will enjoy a safe and undisturbed use of such Ramp. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations, in the reasonable exercise of Landlord's discretion, in order to promote the maintenance of the Ramp as a first class facility commensurate with other such facilities in the Saint Paul, MN marketplace. Any material violation of these rules and regulations as they may be amended may, in Landlord's reasonable discretion, constitute a Tenant default under the Lease. Throughout the term of the Lease, Tenant covenants and agrees to the following:

1. Not to use any equipment, machinery or advertising medium that causes a material disturbance inside the Ramp.
2. Not to use or permit the use of any portion of the Ramp for any unlawful purpose or purposes, or any use that in the sole opinion of Landlord would constitute a nuisance.
3. Not to solicit business in the Ramp, nor distribute or display any handbills or other advertising matters or devices in the Ramp.
4. To comply with all reasonable security measures provided by Landlord within and without the Ramp for Tenant's employees, agents, licensees, invitees, assignees, subtenants, concessionaires, customers, clients or guests.
5. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Ramp.
6. Not to attach to any wall of the Ramp or its windows any signs, stickers, placards or the like.
7. Not to permit or encourage any loitering in or about the Ramp.
8. Not to enter upon or use any restricted areas of the Ramp for any purpose not permitted by Landlord without the prior written consent of Landlord.
9. Not to permit or encourage any canvassing, soliciting or peddling in or about the Ramp.
10. Not to install or permit the installation of any wiring for any purpose in or on the Ramp without the prior written consent of Landlord.
11. Not to mark, paint, drill into or deface any part of the Ramp without the prior written consent of Landlord.
12. Not to bring in or keep any firearms in the Premises or the Ramp.
13. Not to bring any bicycles, mopeds or motor scooters or other vehicles into the Ramp except into such areas as may be expressly set aside for such purposes.