

## LEASE

This Lease is made as of the Effective Date set forth below, by Ramsey County, a political subdivision under the laws of Minnesota (“Ramsey County” and “Landlord”), and Meridian Behavioral Health, LLC, dba EOSIS, 550 Main Street, Suite #230, New Brighton, MN 55112 (“Tenant”).

## RECITALS

- A. Ramsey County, in furtherance of a public purpose, provides, and assists service providers with the provision of, a variety of health and human services to Ramsey County residents at a variety of locations, including detoxification and withdrawal management services.
- B. On December 4, 2025, Ramsey County published a Detox and Withdrawal Management Capacity Building Grant Request for Proposal, seeking to award capacity-building grants to providers to begin, expand, or enhance detoxification and withdrawal management services in Ramsey County (the “Grant RFP”).
- C. Tenant was selected as the awardee of the Grant RFP, and pursuant to that certain Grant Agreement (Ramsey County Contract ID: SSD000001) (the “Grant Agreement”), Landlord is providing to Tenant, as grantee thereunder, a grant to provide financial assistance to Tenant to provide a full continuum of care for Detoxification and Withdrawal Management services, including medical detoxification and withdrawal services to the extent permitted under the Grant Agreement (“Detox Management Services”).
- D. In connection with such grant, Ramsey County and Tenant have agreed that Ramsey County will lease the Premises to Tenant and Tenant will lease the Premises from Ramsey County for the Lease Term, subject and pursuant to the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, and the covenants and agreements set forth herein, Landlord and Tenant agree as follows:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Lease in their entirety.

2. EFFECTIVE DATE. “Effective Date” means July 1, 2026.
3. LEASE TERM: The term of this Lease (“Lease Term”) will commence on the Effective Date and continue through and including December 31, 2028, unless earlier terminated pursuant to the terms hereof. This Lease is not renewable.
4. TERMINATION FOR FAILURE TO EXECUTE OR TERMINATION OF GRANT AGREEMENT. This Lease will automatically terminate in the event Tenant fails to execute the Grant Agreement, or upon termination of the Grant Agreement for any reason. In the event of such automatic termination of this Lease, Tenant must quit the Premises and remove all of Tenant’s property within thirty (30) days of the effective date of the termination of the Grant Agreement.
5. RENT: Tenant shall not be obligated to pay Base Rent under this Lease.
6. SECURITY DEPOSIT: NONE.
7. BUILDING: “Building” means the building and other improvements located at 402 University Avenue East, Second Floor, St. Paul, Minnesota 55130.
8. PREMISES: “Premises” means the premises outlined on Exhibit A, containing approximately 17,300 square feet of rentable area located on the second floor of the Building.
9. LEASE EXHIBITS: The following Exhibits are attached hereto and made a part of this Lease:
  - a. Exhibit A — Premises
  - b. Exhibit B — Building
  - c. Exhibit C – Parking
  - d. Exhibit D – Rules and Regulations
10. LEASE GRANT AND AGREEMENT. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease and for the Lease Term set forth above, the Premises identified above, together with the right to use, in common with Landlord and its agents, employees and invitees, walkways and driveways of the Building and other facilities or improvements

located in the Building and designed or intended to access the Premises (the "Common Areas"). Tenant has no right to use the Building other than to access the Premises. The Premises does not include the entryway to the Building or the elevator or stairs between the floors of the Premises, which areas are Common Areas.

11. USE. Tenant shall be permitted to use the Premises solely for the provision of a full continuum of care for Detoxification and Withdrawal Management services, including medical detoxification and withdrawal services to the extent permitted under the Grant Agreement (the "Permitted Use"), and for no other purpose, in compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations and orders, including but not limited to the Americans with Disabilities Act and all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances. Tenant shall not be permitted to start offering services to clients until such time as Tenant has secured all required licensing to operate the Premises for the Permitted Use, and Tenant shall thereafter at all times maintain all such license(s) in good standing and comply with all requirements of such license(s). Landlord does not hereby warrant or represent that the Premises may be used for Detox Management Services purposes under applicable building, zoning or other laws, ordinances and codes. Tenant agrees to comply with the rules and regulations of Landlord which are attached hereto as Exhibit D, as the same may from time to time be supplemented or amended

No part of the Premises shall be used for any purpose which constitutes a nuisance or which is dangerous, illegal or offensive, or which interferes with the general safety, comfort and convenience of Landlord or any other tenant or occupant of the Building. No noise, conduct or process shall be permitted at any time which shall in the reasonable opinion of Landlord, serve to annoy or disturb any other tenants of the Building. Landlord shall designate a location for Tenant to load and unload items for the Premises.

12. ACCEPTANCE OF PREMISES; INITIAL IMPROVEMENTS; PREVAILING WAGE.

- a. Tenant acknowledges that it has inspected the Premises and accepts them in their present condition, "As Is", as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord. Taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition. Notwithstanding the foregoing, if Tenant is unable to secure all applicable licenses for the Permitted Use by December 31, 2026 due to the condition of the Premises, Tenant may terminate this Lease by written notice to Landlord, and this Lease shall terminate effective as of December 31, 2026. In the event of such termination, Tenant must quit the Premises and remove all of Tenant's property by January 31, 2027.
  
- b. Prevailing Wage. Assuming Tenant has secured written authorization from Landlord regarding changes or improvements, with respect to any alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Tenant shall also submit adequate evidence in Landlord's determination that each contract provides that the contractor and each and all subcontractors of the contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes Section 77.42. Pursuant to Minnesota Statutes Sections 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200, 1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed

under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties, each contract shall contain the following statement:

"Throughout the term of this Agreement, the contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

13. POSSESSION. Landlord will deliver possession of the Premises to Tenant on the Effective Date.
  
14. TAXES. The Building is exempt from property taxes. Tenant represents to Landlord that Tenant is a tax-exempt entity and that Tenant's use of the Premises shall not change the exempt status of the Premises. In the event that Tenant's use and occupancy of the Premises or any of the Premises shall cause the exempt status to change in whole or in part with respect to property taxes (or personal property taxes assessed in lieu thereof or only with respect to the Premises), Tenant shall pay, prior to delinquency, all real and personal property taxes assessed or levied upon its occupancy of the Premises, or upon the trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, if any, and when possible, Tenant shall cause such trade fixtures, furnishing, equipment and other personal property and the Premises to be assessed and billed separately from the property of Landlord ("Tenant's Taxes"), In the event any or all of Tenant's trade fixtures, furnishings, equipment or other personal property, or Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall, within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord the amount set forth in the notice as Tenant's Taxes. Tenant shall timely pay any and all taxes as may be charged or assessed to Tenant with respect to any activity of Tenant within the Premises.

15. LANDLORD'S FEES AND EXPENSES. Tenant agrees to pay to Landlord, as Additional Rent, attorneys' fees and other fees, and out-of-pocket costs and expenses, if any, incurred by Landlord in connection with handling delinquencies or defaults by Tenant hereunder, for negotiating or preparing any termination, cancellation, and the amount of any gross receipts tax, sales tax or similar tax, (but excluding therefrom any income tax) paid or which will be payable by Landlord by reason of the receipt hereunder of Base Rent or any other amounts, the renting of the Premises to Tenant, or Tenant's occupancy of the Premises, but specifically excluding any such fees, costs and expenses payable by Landlord to others for negotiating or preparing this Lease.

16. UTILITIES. Landlord shall pay for gas, electricity, water, and sewer utilities furnished to the Premises during the Lease Term. Tenant shall pay for telecommunications utilities, janitorial services, and hazardous and medical waste services serving the Premises during the Lease Term.

Tenant shall not overload any utility lines, pipes, equipment, or systems serving the Premises. For purposes of this Lease, "overload" shall mean the use of such utility systems in a manner that exceeds the rated capacity, design specifications, or safe operating limits of the applicable systems, as determined by manufacturer specifications, applicable building codes, or a licensed engineer or utility provider.

In addition, Tenant shall not waste, misuse, or overuse any utilities furnished to the Premises. "Overuse" shall mean consumption of utilities that materially exceeds:

- (i) the normal and customary usage for similarly situated facilities operating in a substantially similar manner; or
- (ii) reasonable and industry standard utility usage levels for Tenant's authorized use of the Premises.

In the event Tenant's use of utilities constitutes overload, overuse, or excessive consumption as defined herein, Tenant shall promptly reimburse Landlord for the actual, incremental costs directly attributable to such overload or overuse, as reasonably documented by utility invoices, metering data, or third party verification. Tenant shall not be responsible for increased utility costs resulting from ordinary, permitted use of the Premises conducted in accordance with this Lease

17. MAINTENANCE OF BUILDING. Landlord shall, at its expense, keep the elevator, HVAC systems, roof, foundations and structural soundness of the exterior walls, floors, and interior support columns of the Building in good order and repair. Any repairs shall occur during normal business hours any time at Landlord's discretion. However, Tenant shall repair and pay for any damage to such items caused by the negligence or intentional misconduct of Tenant or of any employee, agent, or invitee of Tenant, or caused by Tenant's default under this Lease. Landlord agrees to remove snow and ice from sidewalks of the Building, If snow or ice conditions develop during normal business hours, Landlord agrees to keep said areas as clear as weather conditions permit, to allow ingress and egress to minimize hazards.

18. MAINTENANCE OF PREMISES. Tenant shall be responsible for the maintenance and repair of all parts of the Premises (except where Landlord is specifically responsible under Section 17).

19. WAIVER; INDEMNITY.

- a. Notwithstanding anything apparently to the contrary in this Lease, Tenant hereby releases Landlord and its officials, employees and agents and waives all claims from and for all damage, compensation or claims from any cause other than the gross negligence or the intentional misconduct of Landlord, its officials or agents arising from loss or damage to Initial Improvements, personal property or trade fixtures in the Premises. This Section shall apply especially, but not exclusively, to damage caused by sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, or any material that is incorporated in the Building or Premises, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other users of the Building or Premises or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.
- b. Landlord and its officials, agents and employees, shall not be liable to Tenant, or those claiming through or under Tenant, for injury, death, property damage, burglary, theft or disappearance occurring in, on or about the Premises, the Building, and appurtenances thereto, and Tenant shall

indemnify, defend and hold harmless Landlord, its officials, agents, and employees from any claim, damage, cost and expense (including attorneys' fees) or liability (1) arising out of any injury, death, property damage, burglary, theft or disappearance occurring in, on or about the Premises to Landlord, Tenant or any of their agents, employees, or invitees, or (2) arising out of or by reason of any act or omission of the Tenant, its agents, employees or invitees, in the execution, performance, or failure to adequately perform the Tenant's obligations pursuant to this Agreement or to use the Premises under the terms of this Agreement, unless due to Landlord's gross negligence or willful misconduct.

20. INSURANCE. Tenant shall purchase and maintain such insurance as will protect Tenant from claims which may arise out of, or result from, Tenant's operations under this Lease, whether such operations are by Tenant or by any contractor or subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

Tenant shall secure the following coverages and comply with all provisions noted. Certificates of insurance shall be issued evidencing such coverage to the Landlord throughout the term of this Lease:

a. Fire and All-Risk Property Insurance

- (i) Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of Tenant at the Premises.
- (ii) Tenant hereby waives and releases Landlord, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Tenant's property resulting from fire or other perils covered in the standard property insurance coverage.
- (iii) Tenant agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the Landlord.

b. Commercial General Liability Insurance

- (i) Amounts

- \$1,500,000 per occurrence
- \$2,000,000 general aggregate.
- \$2,000,000 products/completed operations total limit.
- \$1,500,000 personal injury and advertising liability \$5,000. per person medical payment.
- \$ 50,000 fire/legal.

(ii) This policy is to be written as acceptable to the Landlord.

(iii) Landlord and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.

c. Workers' Compensation and Employer's Liability.

(i) Workers' Compensation as required by Minnesota Statutes.

(ii) Employer's Liability limits: \$500,000/\$500,000/\$500,000

CERTIFICATES OF INSURANCE. All certificates of insurance shall provide that the insurer gives prior written notice of cancellation, non-renewal or any material changes in the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. The certificate of insurance must indicate that the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the required insurance and filed an acceptable certificate of insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request. Certificates of insurance shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate of insurance, and shall not be less than an A. All policies of insurance shall provide for at least thirty (30) days written notice to Landlord prior to cancellation or reduction in coverage, and evidence of renewal of such insurance shall be delivered to Landlord not less than thirty (30) days prior to the expiration of such coverage

The subsections above establish minimum insurance requirements, and it is the sole responsibility of Tenant to purchase and maintain additional insurance that may be necessary in connection with this Lease. Tenant shall carry and cause to be in full force and effect a property insurance policy on the Tenant's contents owned, leased or otherwise in possession of Tenant.

Nothing in this Lease shall constitute a waiver by the Landlord of any statutory or common law immunities, limits, or exceptions on liability.

**PROTECTION OF COVERAGE.** Tenant shall not do, or permit to be done, or keep or permit to be kept on the Premises anything that will contravene any insurance against loss by fire or other causes, or which will increase Landlord's premium for any insurance on the Building. If any act of Tenant increases such premium, then in addition to the Base Rent otherwise provided for, Tenant shall be liable for such additional premium, payable upon receipt of invoice as Additional Rent. Under no circumstances shall Tenant keep or permit to be kept or do or permit to be done in or about the Premises anything of a character so hazardous as to render it difficult, impracticable or impossible to secure such insurance in companies acceptable to Landlord, and further, immediately upon notice, Tenant shall remove from the Premises and/or desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

21. **SIGNS.** Tenant may place up to two signs (one on the exterior of the Building and one on the exterior of the Premises) identifying the brand and name of Tenant's business in location(s) and size mutually agreed to with Landlord. The tenant shall not post any other signs to be placed in the Premises that are visible from the exterior of the Building, through the windows or visible from the other areas of the Building, without Landlord's prior written approval. Landlord shall provide identification and directional signs for the Premises as appropriate. Such signage shall be as mutually agreed by the parties.
22. **FIRE AND CASUALTY.** If all or any part of the Premises is damaged by fire, the elements or any other casualty, Landlord shall restore the damage, at its cost, with reasonable dispatch unless Landlord shall, within sixty (60) days of the date of the occurrence of such fire or other casualty, elect not to restore. If Landlord elects not to restore as above set forth, then this Lease shall cease and terminate as of the date of such election, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If the Premises are so damaged, Landlord shall not be responsible for repairing or restoring leasehold improvements, personal property, machinery or equipment of Tenant.
23. **CONDEMNATION.** If all or a substantial part of the Premises are taken for any public purpose or purchased under threat of such taking and the taking or purchase

prevents or materially interferes with the Permitted Use of the Premises, this Lease shall terminate. If part of the Premises is so taken or purchased and this Lease is not terminated thereby, this Lease shall remain in full force and effect with respect to the portion of the Premises not taken. The entire award for the taking of the fee and leasehold shall belong to Landlord, but Landlord shall not be entitled to any award made to Tenant for Tenant's trade fixtures or for relocation and moving expenses.

24. ASSIGNMENT AND SUBLETTING, Tenant shall not assign, sublease, mortgage, pledge or in any manner transfer the Premises or any part thereof or this Lease. If Tenant is a partnership, corporation or other legal entity, any change in the partnership interest, stock or legal or beneficial ownership of such partnership, corporation or other entity shall be deemed an assignment of this Lease for purposes of this Section.

25. ALTERATIONS BY TENANT. Tenant shall not make any alterations or improvements to the Premises without the prior written approval of the Landlord. Requests shall be submitted via email and Landlord will use reasonable efforts to review and respond to such requests within 14 calendar days. Landlord's approval may be conditioned on the Tenant's compliance with such requirements with respect to such alterations as Landlord may impose, including without limitation the furnishing of a bond or other security satisfactory to Landlord against mechanics' liens and claims therefor. Any such work shall be done in a good, workmanlike manner in conformance with applicable building codes, free and clear of mechanics' liens and claims therefor.

All such approved alterations shall be performed at Tenant's sole cost and expense. Tenant shall obtain all required permits for such alterations and shall comply with all laws, ordinances, codes, rules, regulations and orders applicable to such alterations. Any alterations and improvements shall become the property of Landlord upon being affixed to the Premises and all right, title and interest of the Tenant therein shall immediately cease; but if directed by Landlord, Tenant, at its expense, shall remove any such alterations and improvements from the Premises at the expiration or earlier termination of this Lease, and repair any damage to the Premises or the Building caused by the installation or removal of such alterations and improvements. No additional locks will be placed on any of the doors of the Premises without the prior written approval of the Landlord.

26. MECHANICS' LIENS. Tenant will not permit any mechanics', laborers' materialmen's or other liens to stand against the Premises or the Building for any labor, skill, material or equipment furnished or claimed to be furnished to or on account of Tenant in connection with any work in or about the Premises. Tenant shall give Landlord immediate notice of the filing of any such lien and shall cause the lien to be discharged within 10 days of its filing.

27. SURRENDER. Upon expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises broom-clean, in good condition and repair, fire and other casualty, reasonable wear and tear (which term shall not include wear and tear resulting from installations made by Tenant) excepted. Tenant shall, at its expense, leave the Premises as required in Section 18 hereof and shall remove all of its trade fixtures, personal property, equipment and signs from the Premises. Any property not removed on or before the expiration or termination of this Lease shall be deemed to have been abandoned. Any damage to the Premises caused in the removal of such items shall be repaired by and/or at the expense of Tenant.

28. TENANT DEFAULT.

- a. Events of Tenant's Default and Remedies. Except as expressly set forth in subsection b, below, Tenant shall not be deemed to be in default under this Lease until Landlord has given Tenant written notice specifying the nature of the default and Tenant does not cure such default within thirty (30) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure. If Tenant fails to pay any monies when due hereunder or to perform within thirty (30) days after notice from Landlord any other of the terms, covenants, conditions or obligations of this Lease to be performed by Tenant, or if Tenant abandons or vacates the Premises, or if any proceeding is commenced by or against Tenant for the purpose of subjecting the assets of Tenant to any law relating to bankruptcy or insolvency or for an appointment of a receiver of Tenant or any of Tenant's assets, or if Tenant makes a general assignment of Tenant's assets for the benefit of creditors, then in any such event, Tenant shall be in default hereunder and Landlord may at its option, in addition to any other rights and remedies it may have hereunder or at law or in equity or by statute or otherwise, terminate this Lease as to all future rights of Tenant, and/or

regain, repossess and enjoy the Premises. If Landlord at any time terminates this Lease or regains and repossesses the Premises for any such default, in addition to any other remedies Landlord may have, Landlord may recover from Tenant, and Tenant shall indemnify Landlord against, loss of Rent and other damages Landlord may incur by reason of such default, including the cost of recovering and reletting the Premises, and reasonable attorneys' fees.

- b. Notwithstanding anything to the contrary contained herein, Tenant shall be deemed to be in default under this Lease if Tenant is in breach of or in default under the Grant Agreement and has not cured such breach or default within the applicable cure period (if any) therefor that is set forth in the Grant Agreement.
- c. Right of Landlord to Cure Default of Tenant. In the event Tenant is in default or deemed to be in default hereunder, Landlord may, at its option, instead of exercising any other rights or remedies available to it under this Lease or otherwise, enter into the Premises and perform such acts or spend such sums of money as is reasonably necessary to cure any default of Tenant herein, and the amount spent and cost incurred, including reasonable attorneys' fees, in curing such default shall be paid by Tenant as Additional Rent upon demand provided that Landlord provides Tenant written notice at least 3 days prior to entering the Premises and Tenant does not cure the default within 3 days.
- d. Legal and Other Expenses, If suit is brought for recovery of possession of the Premises, for the recovery of rent due under this Lease, or because of the breach of any other covenant herein contained the breaching party shall pay all expenses incurred by the breaching party therefor, including reasonable attorneys' fees.
- e. Cumulative Remedies. No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity conferred upon or reserved to Landlord shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.
- f. Overdue Payments. All amounts due under this Lease from Tenant to Landlord shall be due on demand, unless otherwise specified, and if not paid

within ten (10) days after the date when due, shall bear interest from the date when due at the rate of 8% per annum, or the highest rate permitted by law, whichever is less, until paid in full.

29. **LANDLORD DEFAULT.** Landlord shall not be deemed to be in default under this Lease until Tenant has given Landlord written notice specifying the nature of the default and Landlord does not cure such default within thirty (30) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.
30. **SUBORDINATION.** This Lease is subordinate to any and all mortgages, ground leases, or other security covering the Premises, including any renewals, modifications, consolidations, replacements and extensions thereof, now or hereafter recorded against the Premises, the Building or the land upon which the Building sits; provided that, if the holder of any such mortgage, ground lease, or other security elects to have Tenant's interest in this Lease superior to its security or superior to any mortgage, ground lease or other security which is junior to its security, then by notice to Tenant from such holder this Lease shall be deemed superior to such security, whether executed before or after such security. Tenant agrees to execute any instruments which may be deemed by the Landlord or such holder or holders as necessary or desirable to further, effect the priority or subordination of this Lease to any such security, The holder of any such mortgage or security shall covenant that Tenant's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage if at the time of the bringing of an action to foreclose Tenant is not in default in the payment of Rent or in the performance of other obligations under this Lease, with due allowance to be given for the payment of any past due Rent or for the correction of any other default by Tenant within the period of any notice given or required to be given by the terms hereof.
31. **ACKNOWLEDGMENT.** Tenant shall, within ten (10) days after receipt of any request from Landlord therefor, execute and deliver to Landlord, or to any holder or proposed holder of a security interest in the Premises or to any proposed purchaser of the Premises, a certificate in recordable form, certifying that this Lease is in full force and effect, and that there are no offsets against Rent nor defenses to performance of Tenant under this Lease, or setting forth any such offsets or

defenses claimed by Tenant, as the case may be, and as to such other matters as is reasonably requested, Tenant shall make no charge for executing and delivering such certificate.

32. **HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to be occupying the Premises as a tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be 110% of the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.
33. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail, return receipt requested, postage prepaid, to Tenant at its address set forth above and to Landlord at Ramsey County Government Center, ATTN: Property Management, 121 7th Place East, Suite #2200, St. Paul, MN 55101 with a copy to the Ramsey County Attorney's Office, 360 North Wabasha Street, Suite #100, St. Paul, MN 55102, and either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Such notices shall be deemed received by the party to whom they are sent on the second day following the date of delivery to the United States Post Office Department
34. **ENTRY BY LANDLORD.** Landlord and any authorized representatives of Landlord may enter the Premises at any time during usual business hours or any other time in case of emergency to inspect the same, or to make any repairs or perform any work deemed necessary or desirable by Landlord. Landlord's property management staff may also enter the Premises in order to access the stairwells of the Building connected to the Premises to work on the building and to use the stairwell and elevator for access from the Building to and through the Premises. With exception to emergency situations, the landlord shall provide at least 24 hours' notice and coordinate with the tenant to minimize disruption to patient care. Landlord may install, use, maintain, repair and replace above the finished ceiling surface, below the finished floor surface, and, in the walls and mechanical shafts within the Premises, any pipes, ducts, conduits, wires, and other equipment for service to other parts of the Building. Landlord may make changes in or additions to any part

of the Building outside the Premises and may alter or relocate the Common Areas. In performing any such work, Landlord shall not interfere with Tenant's Use in the Premises any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused thereby. During the progress of any such work, Landlord may keep and store upon the Premises all necessary materials, tools and equipment. Landlord and any authorized representative of Landlord may also enter the Premises at any time during usual business hours during the last 6 months of the Lease Term to show the Premises to prospective tenants, or during usual business hours at any time during the Lease Term to show the Premises to prospective purchasers or mortgagees, and may erect on the Premises suitable signs indicating the Premises are available for lease or sale. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant.

35. **SUCCESSORS AND ASSIGNS.** The terms, covenants and conditions hereof are binding upon and inure to the benefit of Landlord and its successors and assigns and are binding upon and inure to the benefit of Tenant and any of its successors and assigns as may be approved by Landlord or otherwise permitted under this Lease.
36. **INFECTIOUS WASTE.** During the Lease Term, Tenant shall not dispose of Infectious Waste (as defined in Minn. Stat. § 116.76, Subd. 12) in the trash receptacles provided by Landlord at the Property. Tenant shall at all times comply with, and cause Tenant's contractors to comply with, the requirements of the Minnesota Infectious Waste Control Act (Minn. Stat. §§ 116.76 – 116.82) and all regulations, policies and guidances thereunder, and all other federal, state, and local laws and regulations governing Infectious Waste (collectively, "Infectious Waste Laws"). Without limiting the foregoing, Tenant shall obtain and maintain in good standing (or require its Infectious Waste disposal contractor to obtain and maintain in good standing) all licenses and permits required by any applicable Infectious Waste Law for the removal, transport, and/or disposal of Infectious Waste, including all permits and approvals that may be required by Saint Paul – Ramsey County Public Health and/or the Minnesota Pollution Control Agency. Tenant shall (or shall cause its contractor to) remove, transport and dispose of all Infectious Waste in in compliance with all applicable Infectious Waste Laws. Subject to the foregoing requirements, Tenant shall have the right to retain the services of a licensed independent contractor to dispose of the Infectious Waste at or in the Premises.

37. ENVIRONMENTAL. Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or containment or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act or any similar law or regulation, including without limitation any material containing asbestos, PCB, CFC, I-ICFC, or petroleum products (collectively "Hazardous Materials") without Landlord's prior written approval except the use by Tenant of reasonable quantities of Hazardous Materials customarily used in the operation of Tenant's Use so long as Tenant uses such Hazardous Materials in accordance with all applicable laws and required permits. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether Landlord has approved the activity. Landlord represents and warrants to Tenant that to the Landlord's actual knowledge, after due inquiry and investigation, no Hazardous Materials have been released on or from the Premises in violation of applicable laws. Landlord agrees to indemnify, defend and to hold Tenant harmless from any and all claims, causes of action, damages, penalties, and costs (including attorneys' fees, consultant fees, and related expenses) which may be asserted against or incurred by Tenant resulting from the spill, disposal or other release or threatened release of any Hazardous Materials on the Property occurring prior to the commencement of the Lease Term, or resulting from or due to any violation or alleged violation of any environmental statute, ordinance, regulation or other requirement caused by Landlord, unless caused by Tenant or by Tenant's employees, agents, contractors, licensees, or invitees.

38. DATA AND AUDIT

- a. Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Tenant's performance of this Lease is governed by the Minnesota Government Data Practices Act, Minn. Stat, Ch. 13 (the "Act"), and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
- b. Audit. Until the expiration of six (6) years after the termination of this Lease, Tenant, upon written request, shall make available to Landlord, the State Auditor or Landlord's ultimate funding sources, a copy of this Lease and the

books, documents, records and accounting procedures and practices of Tenant relating to this Lease.

39. NONDISCRIMINATION. Tenant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law Tenant shall furnish a written affirmative action plan.

40. RESPECTFUL WORKPLACE AND VIOLENCE PREVENTION. Tenant shall make all reasonable efforts to ensure that the Tenant's employees, agents, invitees, contractors, and subcontractors do not engage in violence while performing under this Lease. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

41. GENERAL.

- a. No waiver of any default hereunder shall be implied from any failure by the non-defaulting party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- b. This Lease and signed Exhibits identified above, attached to and forming a part of this Lease, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant affecting the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth.

- c. The singular of all terms used herein shall include the plural, the plural shall include the singular, and the use of any gender herein shall include all other genders, where the context so requires.
- d. Tenant agrees to indemnify and hold harmless Landlord from all claims by any broker or agent of Tenant for compensation, commissions or charges arising out of this Lease or the negotiation of it.
- e. Landlord and Tenant disclaim any intention to create a joint venture, partnership, or agency relationship.
- f. Tenant agrees to look solely to the estate and property of Landlord in the Building for the collection of any judgment, and no other property or asset shall be subject to levy, execution or other procedure for satisfaction of Tenant's remedies.
- g. This Lease is a Minnesota contract and all of its terms shall be construed according to the laws of Minnesota. Time is of the essence of each obligation of this Lease in which time is a factor. All litigation regarding this Lease shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.
- h. This Lease shall not be altered or amended except by a written agreement signed by both parties.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LEASE

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease to be effective as of the Effective Date.


**LANDLORD:**

**TENANT:**

**RAMSEY COUNTY**

**MERIDIAN BEHAVIORAL HEALTH, LLC,  
dba EOSIS**

By: \_\_\_\_\_  
Rafael Ortega  
Chair, Ramsey County Board of  
Commissioners

By: Signature:   
Name: Name: Stacy Rivers  
Title: Title: Chief Clinical Officer  
Date: 6/12/2026

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Chief Clerk

Date: \_\_\_\_\_

Recommended for approval:

By: Jean Krueger  
Jean Krueger  
Director of Property Management

Approved as to form:  
By: Kathleen Ritter  
Assistant Ramsey County Attorney

EXHIBIT A

Depiction of the Premises

402 University Avenue  
2ND FLOOR



EXHIBIT B

Depiction of the Building

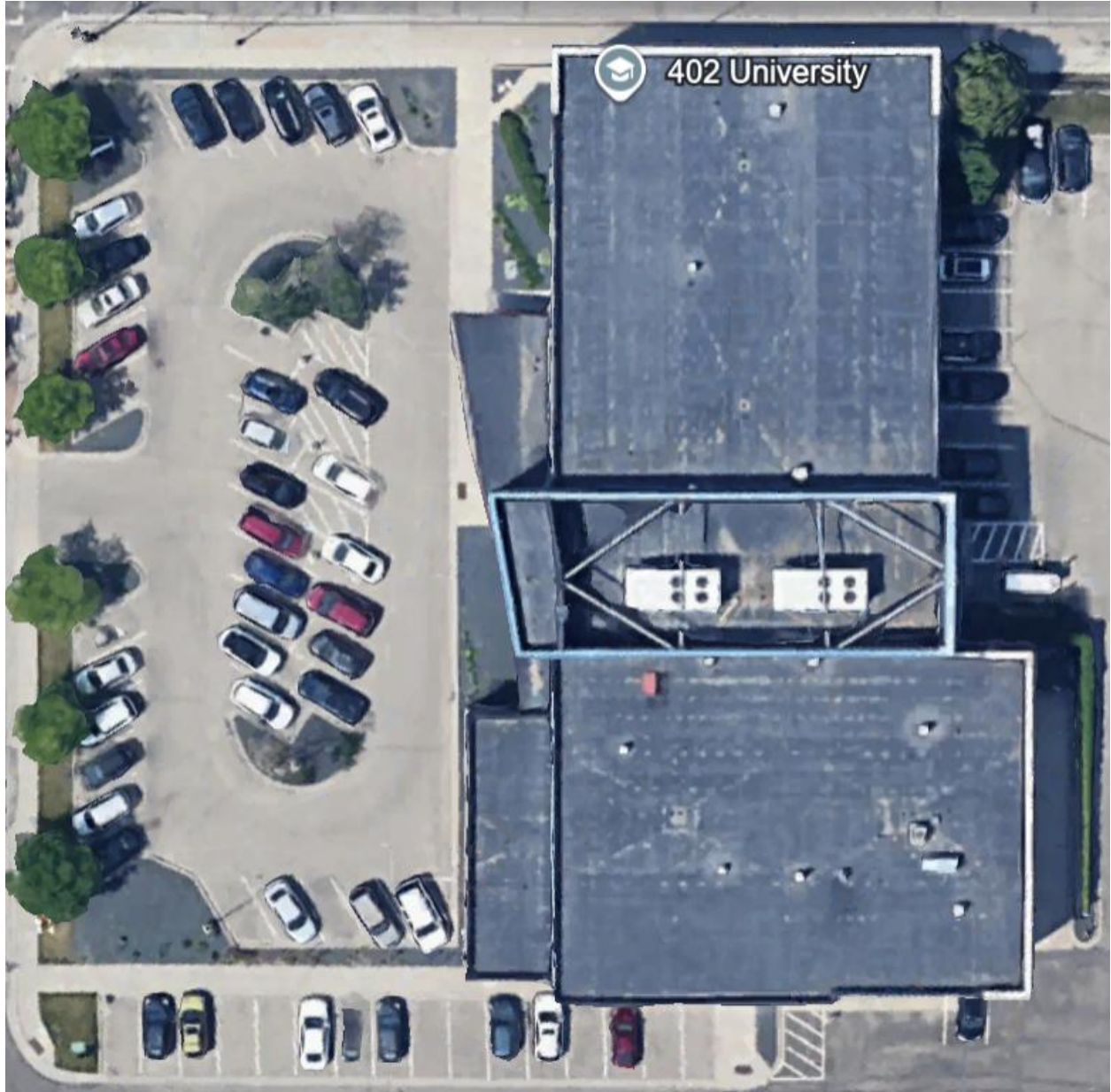


EXHIBIT C

Depiction of the Reserved Parking #13 – 16



## EXHIBIT D

### Building Rules and Regulations

The Tenant shall comply with the following Rules and Regulations as prescribed by the Landlord. The Landlord shall not be responsible to the Tenant for the nonperformance of any of the Rules and Regulations by the Tenant, or any visitor, licensee, agent, person, or entity. Updated January 2026.

1. Maximum Premises area occupancy is 100.
2. Building (including Premises) is smoke and vape free. No person is authorized to smoke, vape, or use commercial tobacco products in or on any Ramsey County property. Ramsey County does not have an external smoking area at the Premises or Building.
3. Tenant promises to comply with building code of conduct; details provided at the entrances of the building.
4. The Landlord reserves the right to refuse access to any persons to be a threat to the safety, reputation, or property of the building and its occupants.
5. The Tenant is responsible for any damage to the Premises by any of its visitors, agents, staff, clients, guests of clients, or other entities.
6. The Tenant or Tenant's staff, contractors, vendors, etc. are not allowed to park in the parking lot. The parking lot is for Tenant's client use only. The Tenant has 4 reserved spaces, #13 – 16, for tenant's staff, contractors, vendors, etc. There is no overflow parking.
7. The Landlord is responsible for controlled electric door and key access. The Tenant shall pay and obtain written approval from the Landlord for any additional requests for install, change, or replacement of access related equipment, including key replacement.
8. The Tenant assumes all risks from theft or vandalism to the Licensed Space and agrees to keep the Licensed Space locked as needed.
9. The Tenant agrees to allow deliveries through the loading dock area only; no deliveries are allowed through the front door entrance.
10. The Tenant is response for maintaining, repairs, replacement, cleaning and upkeep of all appliances in the Premises, including but not limited to the washing machine, drying machine, refrigerators and freezers.
11. The Tenant is responsible for creating and implementing its own emergency procedures and building evacuation plans if none are provided by the Landlord.

12. The Tenant is responsible for all life safety or medical equipment or devices required for business operation, including but not limited to automated external defibrillators (AEDs), first aid kits, biohazard waste clean kits, etc. The Landlord will maintain the fire extinguishers for the Premises.
13. The Tenant shall not display, paint, or place any signage, advertisement, notices, pictures, or decorations of any type on the exterior, or the interior if visible from the exterior of the Licensed Space, without the written consent from the Landlord.
14. The Tenant shall obtain approval from the Landlord prior to any contractor, vendor or technician performing work within the Premises. No alterations to building, building equipment/fixtures, or furniture can be made without the Landlord's written approval.
15. The Tenant or related parties to the Tenant shall not go in unauthorized areas without written approval from the Landlord.
16. The Tenant promises to not use or keep in the building any kerosene, gasoline, inflammable, combustible or explosive fluid or material, or chemical substance other than limited quantities of them reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in the normal operation of the Premises.
17. The Tenant shall not block or obstruct any of the Common Areas, including but not limited to, egress, ingress, entries, passages, doors, elevators, elevator doors, hallways, stairways, windows, heating and ventilation equipment, vents, or lighting fixtures of building or parking facilities.
18. The Tenant shall not alter, change, replace or rekey any existing lock, add any locks, or install new locks without the written consent from the Landlord. The Tenant shall not make additional keys without the consent of the Landlord. The Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost. The Landlord will retain a master key to all door locks on the Licensed Space.
19. The Tenant shall not bring or use personal appliances in the Licensed Space such as mini refrigerators, toasters, space heaters, fans, etc., without first receiving the Landlord's written permission
20. The Landlord maintains all building heating, cooling, and ventilation systems. The Tenant can obtain temperature guidelines upon written request to the Landlord. The

Tenant must enter a maintenance request through the Landlord's work order system for all requests related to heating, cooling, and ventilation. The Tenant shall not use any alternative method to heat or cool (other than dedicated system provided by the Landlord) without first receiving the Landlord's written permission.

21. The plumbing facilities shall not be used for any other purposes than for which they are constructed, the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant.

22. The Tenant must report all building issues involving water, fire, or building life and safety concerns, promptly (but immediately in the case of an emergency) via phone call and written notification to the Landlord. Cause of issues and cost to repair will be determined by the Landlord.

23. The Landlord performs snow removal, lawn, tree, and exterior building maintenance.

24. The Landlord pays for and operates the following utilities and services to the building, gas, electricity, water, sewer, regular trash and recycling, the Tenant agrees not to misuse utilities.

25. The Tenant pays for and operates the following utilities and services to the Premises, telephone and internet, janitorial, hazardous and medical waste.

26. All personal property is the Tenant's responsibility. The Tenant shall be responsible for any damage to furniture, fixtures and equipment provided by the Landlord as well as damages to the building arising from moving of personal property.

27. The Tenant is responsible for always keeping the Premises in clean and sanitary condition to prevent the attraction of pests. If pests are found due to Tenant or Tenant's Clients, Tenant will pay for removal and remediation of pests.

28. With exception to service animals, no animals or birds are allowed.

29. No bicycles or other similar vehicles are allowed inside the building.

30. The Landlord reserves the right to waive any one of these rules or regulations, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to the Tenant.

31. The Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the building. The Landlord shall provide Tenant with copies of any new or modified rules or

regulations prior to the effective date thereof. The Tenant agrees to abide by these and such other rules and regulations.