

LEASE

This Lease is made as of December ____, 2025, by and between MSP/Beam, LLC, a Minnesota limited liability company (“Landlord”) and Ramsey County, a political subdivision of the State of Minnesota (“Tenant”).

DATA SHEET

(The legal significance of the terms set forth in this Data Sheet is governed by references to such terms in the remainder of this Lease.)

1. (a) Premises. The 1-story building located at 1850 Beam Ave, Maplewood, Minnesota, which consists of approximately 20,900 square feet of rentable space.

(b) Land. Approximately 2.27 acres of land on which the Premises is located, together with all appurtenances thereto.

(c) Property. The Premises and the Land.

2. Term. One hundred eighty (180) months; provided, if the Commencement Date is not the first day of a calendar month, the Term will include the partial calendar month in which the Commencement Date occurs.

3. Commencement Date. The Commencement Date shall be the earlier of July 1, 2026 or the date that Tenant commences operations as a medical clinic in the Premises.

4. Landlord’s Work/Tenant Improvements. Landlord shall complete the Landlord’s Work as provided in **Section 3**, and the Tenant Improvements as provided in **Section 3**. The estimated date for completion of Landlord’s Work is December 31, 2026. The estimated date for completion of the Tenant Improvements is May 11, 2026.

5. Base Rental Rate.

Period	Base Rent Monthly	Base Rent Annually	Base Rent prsf
Year 1	\$38,316.67	\$459,800.00	\$22.00
Year 2	\$39,466.17	\$473,594.00	\$22.66
Year 3	\$40,650.15	\$487,801.82	\$23.34
Year 4	\$41,869.66	\$502,435.87	\$24.04
Year 5	\$43,125.75	\$517,508.95	\$24.76
Year 6	\$44,419.52	\$533,034.22	\$25.50
Year 7	\$45,752.10	\$549,025.25	\$26.27
Year 8	\$47,124.67	\$565,496.00	\$27.06
Year 9	\$48,538.41	\$582,460.88	\$27.87
Year 10	\$49,994.56	\$599,934.71	\$28.71

Year 11	\$51,494.40	\$617,932.75	\$29.57
Year 12	\$53,039.23	\$636,470.73	\$30.45
Year 13	\$54,630.40	\$655,564.86	\$31.37
Year 14	\$56,269.32	\$675,231.80	\$32.31
Year 15	\$57,957.40	\$695,488.76	\$33.28

6. Payment of Base Rent and Operating Costs.

(a) Tenant must begin to pay Base Rent as of the Commencement Date subject to the provisions of **Section 4.1**.

(b) Tenant is required to pay Operating Costs as of the Commencement Date.

7. Tenant's Pro Rata Share. The Tenant's Pro Rata Share of Operating Costs is 100%.

8. Landlord Address.

MSP/Beam, LLC
c/o MSP Commercial
6436 Penn Ave S.
Richfield, MN 55423
Attn: Steve Miller

Tenant Address

Ramsey County Property Management
121 7th Place East, Ste 2200
St. Paul, MN_55101
Attn: Director of Property Management

9. Improvement Allowance. n/a

1. PREMISES, BUILDING AND COMMON AREAS

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet. The Premises are located on the Property in Maplewood, Minnesota. For purposes of this Lease the term “Common Areas” means the non-building areas of the Property to be used by Tenant and its employees and invitees, including but not limited to, driveways, parking lots, sidewalks and landscaped areas. Subject to the Rules and Regulations, the Common Areas are available to Tenant and its employees, agents, customers and invitees for reasonable use. Access to and the operation and maintenance of the Property is governed by certain documents listed on **Exhibit A** attached hereto (the “Permitted Exceptions”). This Lease and all of Tenant’s obligations, rights and privileges hereunder are subject to the Permitted Exceptions; provided, however, in the event of any conflict between the express provisions of this Lease and the provisions of the Permitted Exceptions that would cause any title violation(s), the provisions of this Lease shall prevail and control. Tenant’s Occupancy is subject to the Rules and Regulations set forth on **Exhibit D** attached hereto; provided, however, that in the event of any conflict between the Rules and Regulations and the terms of this Lease, the terms of this Lease shall control.

2. RENTABLE AREA

The Rentable Area of the Premises is 20,900 square feet of rentable space. There shall be no right of remeasurement of the Rentable Area of the Premises by either Landlord or Tenant.

3. CONSTRUCTION OF IMPROVEMENTS

Subject to force majeure and delays caused by Tenant, on or before December 31, 2026, Landlord shall complete, at its sole cost and expense, the work described on **Exhibit C-1** (“Landlord’s Work”). Landlord is under no obligation to make any structural or other alterations, decoration, additions in or to the Property or Premises except as expressly set forth in **Exhibit C-1**. In completing Landlord’s Work, Landlord agrees to use commercial reasonable efforts not to materially interfere with Tenant’s business activities on the Property, and Landlord and Tenant will use good faith efforts to coordinate the timing and completion of Landlord’s Work. No later than ninety (90) days after completion of Landlord’s Work, Landlord shall provide Tenant with the total cost of Landlord’s Work, together with reasonable backup supporting such costs (the “Total Cost of Landlord’s Work”). The Total Cost of Landlord’s Work shall be used to determine Tenant’s Termination Fee in the event Tenant exercises its early termination rights under Section 30.5.

Subject to force majeure and delays caused by Tenant, on or before May 11, 2026 (the “Delivery Date”), Landlord shall, at its cost but subject to the Tenant Reimbursement below, “substantially complete” the Tenant Improvements described on **Exhibit C-2** (“Tenant Improvements”). Landlord is under no obligation to make any structural or other alterations, decoration, additions in or to the Property or Premises except as expressly set forth in **Exhibit C-2**. If Tenant proposes any changes to the Tenant Improvement plans or construction contract once mutually approved, Tenant shall give notice of the same to Landlord and Landlord shall advise Tenant if the requested changes require any change to the Delivery Date or to the Tenant

Reimbursement as described below. If the parties agree to all such changes, this shall be memorialized in a separate written agreement. Tenant shall be responsible for separately contracting and paying directly for all pre-design services for the Tenant Improvements. Landlord shall contract for the architectural, mechanical, electrical and plumbing plans as part of the Tenant Improvements.

“Substantial Completion” will mean that (i) the Tenant Improvements are substantially complete as evidenced by a certificate of occupancy issued by the City of Maplewood and a Certificate of Substantial Completion issued by Landlord’s architect; and (ii) the only incomplete items are minor “punch list” items. Failure of Landlord, due to any cause other than Force Majeure, delays caused by Tenant, or approved changes to the Tenant Improvements requested in writing by Tenant, to deliver possession of the Premises with the Tenant Improvements Substantially Complete by the Delivery Date shall automatically postpone the Commencement Date one day for each day of delay until Substantial Completion is achieved.

Upon Substantial Completion, Landlord shall invoice Tenant for the sum equal to the actual cost of the Tenant Improvements, plus a construction management fee equal to seven percent (7%) of the same (collectively, the “Tenant Reimbursement”) and Tenant shall pay the same to Landlord no later than thirty-five (35) days following its receipt of said invoice. If Tenant fails to timely make the Tenant Reimbursement Payment, Landlord may, in addition to any other remedies it may have, terminate the Lease; provided that the Tenant Reimbursement obligation shall survive the termination of the Lease.

4. TERM

4.1 The term of this Lease (the “Term”) shall commence upon the Commencement Date. Following the Commencement Date, the Term shall continue for the period provided in Item 2 of the Data Sheet. The Premises shall be made available to Tenant not less than thirty (30) days prior to the Delivery Date for Tenant’s installation of communications cabling, wiring, and network equipment, as well as installation of any and all fixtures, furniture, and equipment.

4.2 Landlord may at any time prepare the Memorandum to this Lease confirming the Commencement Date, the Rentable Area of the Premises and the Base Rent. Tenant shall execute and return such supplement within twenty (20) days after submission unless Tenant gives written notice specifying in reasonable detail Tenant’s objections thereto.

5. BASE RENT

Tenant shall pay as monthly “Base Rent” for the Premises the amount set forth in Item 5 of the Data Sheet. The Base Rent shall be paid in monthly installments, in advance, on the first day of each and every calendar month during the Term. If the initial or final month of the Term is less than a calendar month, Base Rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly Base Rent for each day, payable in advance. Tenant will pay said Base Rent, together with Operating Costs and all other amounts due under this Lease, to Landlord at Landlord Address set forth in Item 8 of the Data Sheet, or to such other Party or to such other address as Landlord may designate from time to time by written notice to Tenant. Tenant’s

obligation to pay the Base Rent, Operating Costs and other amounts due under this Lease is an independent covenant, and is and shall not be subject to any abatement, deduction, counterclaim, reduction, setoff or defense of any kind whatsoever unless specifically set forth in this Lease.

6. PAYMENT OF OPERATING COSTS

6.1 Tenant shall, for the entire Term, and without any abatement, set-off or deduction therefrom except as set forth in this Lease, pay to Landlord as additional rent all reasonable and necessary costs actually incurred by Landlord in maintaining and operating the Property (collectively, "Operating Costs"). Operating Costs for any calendar year shall include, but shall not be limited to, the following costs actually and reasonably incurred by Landlord in such calendar year: the costs of heat, cooling, utilities, insurance, security systems (but not security personnel), landscaping, janitorial and cleaning services if Tenant does not elect to provide its own janitorial and cleaning services; a management fee of five percent 5% of the total amount of annual Base Rent and Operating Costs for the Property for the year in question; fees for professional services; charges under maintenance and service contracts; supplies purchased and used in the Property; maintenance, repair and replacement costs; and equipment rental costs. Operating Costs shall also include real estate taxes and installments of special assessments which are due and payable in respect to any part of the Property during the Term; all other governmental impositions relating to the Premises and the Property, including but not limited to amounts payable under assessment agreements and any and all other reasonable costs of operation of the Property; and Landlord's share of costs incurred by Landlord under the Permitted Exceptions so long as such costs would otherwise be considered Operating Costs hereunder and are not duplicative of Operating Costs already being paid by Tenant hereunder. Landlord may also include, within Operating Costs, the amortized cost of any capital improvements (other than Landlord's Work) made by Landlord subsequent to the date of this Lease. The cost of such capital improvements shall be amortized at the Prime Rate as published in the Wall Street Journal, plus one percent (1%) (the "Interest Rate") over the useful life of such improvement, and the annual amortization shall be included as an Operating Cost during each calendar year during the Term (and prorated on a daily basis for any partial year during the Term).

Notwithstanding anything herein to the contrary, Operating Costs shall not include the following: leasing commissions and costs of marketing; the cost of constructing leasehold improvements; payments of principal and interest on any mortgages, or other encumbrances upon the Property; the capital cost of the Property or any depreciation or amortization thereof except as provided above; the cost of any items for which Landlord is directly reimbursed by insurance proceeds, warranties, condemnation awards, a tenant of the Property or the like; wages, salaries or other compensation paid to executive employees of Landlord; costs associated with the operation of the business of the entity which constitutes Landlord, which costs are not directly related to maintaining or operating the Property or Premises (by way of example, the formation of the entity, internal accounting and legal matters, including but not limited to preparation of tax returns and financial statements and gathering of data therefore), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Property or Premises; any expense representing an amount paid for products or services (other than overall property management) to a person or entity related to or affiliated with Landlord which is in excess of the fair market value of such services and products; costs or fees incurred in disputes with tenants; costs of remediation of Hazardous Materials which are (i) in or on the Property or Premises as of the date of this Lease

and which are classified as Hazardous Materials as of the date of this Lease under laws in effect as of the date of this Lease, or (ii) which are subsequently brought onto the Property or Premises by Landlord or with the express consent of Landlord and which are on the date of their introduction onto the Premises and the Property classified as Hazardous Materials under laws in effect as of the date of such introduction. Costs and expenses of employees and equipment of Landlord that are not solely and exclusively engaged in the operation and maintenance of the Property or Premises shall be pro-rated so that Operating Costs shall include only the pro rata share of such costs and expenses based on the number of hours such employees perform work or such equipment is used in the operation and maintenance of the Property or Premises. Landlord shall use all reasonable efforts to operate and manage the Property or Premises in an efficient manner consistent with prudent management practices. Landlord estimates that (i) Operating Costs excluding real estate taxes for the 1st year of the Term will be \$10.65 psf, and (ii) real estate taxes for the 1st year of the Term will be \$5.86 psf. These are estimates only and do not change Tenant's obligation to pay actual Operating Costs hereunder.

6.2 On or before December 1 of each calendar year, Landlord shall provide Tenant notice of Landlord's estimate of Operating Costs for the upcoming calendar year, broken down by cost category so that Tenant can reasonably understand the costs underpinning such estimate ("Estimated Operating Costs"). Tenant shall pay on the first day of each calendar month during the Term, as additional rent hereunder, one-twelfth (or rentable portion thereof for partial months) of Tenant's Pro Rata Share of Estimated Operating Costs.

6.3 Tenant's "Pro Rata Share" is 100%.

6.4 Within one hundred twenty (120) days after the expiration of each calendar year, Landlord shall submit to Tenant a detailed statement setting forth the actual Operating Costs of the Premises and the Property for such calendar year, broken down by cost category so that Tenant can reasonably understand the costs contained in such statement ("Actual Operating Costs"), (a) Tenant's Pro Rata Share of Actual Operating Costs, and (b) the aggregate of Tenant's payments of Estimated Operating Costs for such year. Within thirty (30) days after the delivery of such statement (including any statement delivered after the expiration or termination of this Lease), the Party in whose favor the difference, if any, between (a) and (b) exists shall pay the amount of such difference to the other; provided, however, that overpayments by Tenant may at Landlord's option be credited against future payments of Estimated Operating Costs except with respect to the last year of the Term.

Landlord's books and records relating to Actual Operating Costs for any particular calendar year shall be available for inspection by Tenant, during the ninety (90) day period following delivery of Landlord's statement with respect to such year, and during normal business hours upon prior appointment at Landlord Address set forth in Item 8 of the Data Sheet or such other address within the Twin Cities metropolitan area as designated by Landlord in notice to Tenant.

Each statement furnished by Landlord hereunder shall constitute a final determination upon Tenant unless Tenant shall within ninety (90) days after delivery thereof give written notice to Landlord that Tenant disputes the accuracy thereof, which notice shall specify in reasonable detail the inaccuracies of, or Tenant's questions regarding, the statement. If Landlord

receives such notice, Landlord will in good faith review the details of such notice and promptly respond to Tenant and any necessary adjustments will be made. If in connection with the preparation of the notice, hereunder Tenant engages an independent consultant to perform an audit and after such audit and negotiation between the Parties it is determined that Landlord over charged Tenant for Operating Costs for the year in question by more than 5% of the actual Operating Costs owed by Tenant, Landlord will pay the reasonable costs of such audit, not to exceed \$2,000.00.

6.5 Landlord may at its option by thirty (30) days' written notice to Tenant change its accounting year hereunder from the calendar year to a fiscal year, making such adjustments from the end of the last calendar year to the commencement of the first full fiscal year as shall be appropriate pursuant to generally accepted accounting principles. Upon such change, references in this Section to a calendar year shall be deemed to be references to a fiscal year.

7. USE

7.1 Tenant will use and occupy the Premises solely for a medical clinic and office. Tenant will not use or occupy the Premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations and orders of all governmental units having jurisdiction over the Premises. Tenant shall not cause or permit any unusual noise, vibrations, odors, or nuisance in or about the Premises. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

7.2 Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Property; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

7.3 Tenant shall not install, use, generate, store or dispose of in or about the Premises or the Property any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos, PCB, CFC or HCFC (collectively "Hazardous Materials") without Landlord's written approval of each Hazardous Material. Landlord shall not unreasonably withhold its approval. Use by Tenant of immaterial quantities of Hazardous Materials customarily used in Tenant's business operations does not require Landlord consent and Tenant shall use such Hazardous Materials in accordance with all applicable laws. Upon expiration or termination of this Lease Tenant shall remove all Hazardous Materials installed, used, stored, or disposed of in the Premises or Property by Tenant. 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.

7.4 For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant. During the Lease Term, Tenant shall not dispose of Medical Waste in the trash receptacles provided by Landlord at the Property. Notwithstanding anything to the contrary contained in this Lease or any exhibit to this Lease, Tenant shall at all times during the Term have the right, in a manner consistent with applicable law, to retain the services of a licensed independent contractor to dispose of the Medical Waste generated in the Premises.

7.5 Landlord represents, to the best of Landlord's knowledge as of the date of this Lease, that there are no Hazardous Materials in, on or about the Property and Premises and covenants and agrees to keep the Property free of Hazardous Materials during the term of the Lease. Landlord shall indemnify and hold Tenant harmless from any claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence (or suspected presence), release (or suspected release), spill (or suspected spill) or discharge (or suspected discharge) of any hazardous substances in, on or about the Premises at any time resulting from the acts or omissions of Landlord or existing on or about the Property or Premises as of the Commencement Date.

8. ASSIGNMENT AND SUBLETTING

8.1 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or franchise or permit occupancy or use of the Premises, or any part thereof by any third Party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

In conjunction with any requested assignment of this Lease, Landlord may require Tenant to execute a reaffirmation of Tenant's liability hereunder, with waiver of defenses based solely on suretyship, and in all events, Tenant shall remain liable under the Lease.

8.2 If Tenant desires at any time to make an Assignment, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord (i) the name of the proposed assignee, mortgagee, subtenant or other transferee (any of the foregoing being hereinafter referred to as an "Assignee"), (ii) the nature of the proposed Assignee's business to be carried on the Premises, (iii) a copy of the proposed Assignment agreement and any other agreements to be entered into concurrently with such Assignment, including full disclosure of all financial terms, and (iv) such financial information as Landlord may reasonably request concerning the proposed

Assignee. Tenant shall pay to Landlord a fee of \$2,500.00 for Landlord's expenses, including attorneys' fees, in reviewing such proposed Assignment. Neither the furnishing of such information nor the payment of such fee shall limit any of Landlord's rights or alternatives under this Section.

8.3 Whether or not Landlord has consented to the applicable Assignment, Tenant shall pay to Landlord one-half (1/2) the amount by which the consideration received by Tenant with respect to any Assignment exceeds, in any month, the Base Rent and Operating Costs payable by Tenant to Landlord, as additional rent hereunder on or before the last day of each such month. Tenant shall make full disclosure to Landlord of all consideration paid or payable, agreements and other relevant understandings with respect to any such Assignment.

8.4 Notwithstanding anything contained in this Section 8 to the contrary, Tenant shall have the right to assign or sublet all or any portion of the Premises to any parent or subsidiary of Tenant, or any entity under common control with, controlling or controlled by Tenant (an "Affiliate") without Landlord's consent, provided however: (i) Tenant shall remain responsible for its obligations under the Lease, and (ii) Tenant shall give Landlord prompt notice of such assignment.

9. MAINTENANCE

9.1 Tenant agrees to keep and maintain the interior, non-structural portion of the Premises and the fixtures and equipment therein in first class, properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Term, surrender the same with all of the Tenant Improvements in the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. Landlord shall make, as part of Operating Costs, all necessary repairs to the building systems (plumbing, sewage, heating, air conditioning and electrical), the outer walls, roof, downspouts, gutters and basic structural elements of the Premises and Property. Notwithstanding anything apparently to the contrary in this Section, any cost of repairs to the Property or the Premises or to any Common Areas which are occasioned by the negligence, intentional actions or default of Tenant, its officers, employees, agents or invitees, or by requirements of law, ordinance or other governmental directive and which arise out of the nature of Tenant's use and occupancy of the Premises or the installations of Tenant in the Premises shall be paid for by Tenant, as additional rent hereunder.

If Landlord fails, after ten (10) business days' notice (or such shorter period as may be necessitated due to an emergency) to proceed with due diligence to make repairs required to be made by Landlord, and such failure materially interferes with the ability of Tenant to operate any part of its business in the Premises, Tenant, after giving additional notice to Landlord, may make such repair or repairs, and if the expenses actually incurred by Tenant in making said repairs would not have been includable in Operating Costs if performed by Landlord, then they shall be paid to Tenant upon delivery to Landlord of a detailed statement therefor, which statement shall be accompanied by reasonable backup supporting the expenses incurred by Tenant and proof of payment thereof. If Landlord does not reimburse Tenant for any amounts payable to Tenant under this paragraph within thirty (30) days after the delivery of Tenant's statement and proof of

payment, Tenant shall have the right (in addition to any rights and remedies to which it may be entitled under this Lease, at law, or in equity) to offset such amounts against Rent.

Landlord shall not be liable to Tenant for injury to Tenant's agents, employees, customers, or invitees, for losses due to theft or burglaries, or for damages done by unauthorized persons in the Premises or Property unless caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees, representatives or contractors.

10. ALTERATIONS; SIGNS; EQUIPMENT; MOVING

10.1 Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises or the Property without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent to Tenant's interior decorations. As a condition precedent to consent of Landlord hereunder, Tenant agrees to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. Notwithstanding anything herein to the contrary, Tenant shall be permitted to make non-structural, non-system, interior improvements which do not exceed \$50,000 in cost each year without Landlord's consent; provided, however, that Tenant shall provide written notice to Landlord of any such non-structural improvements in excess of \$25,000. If any mechanic's lien is filed against any part of the Premises and the Property for work claimed to have been done for, or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law. The Premises do not include the roof or outside of outer walls and Tenant has no right to make any alterations to such areas. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all alterations shall be made in accordance with applicable laws, codes and insurance guidelines, and shall be performed in a good and workmanlike manner, (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance, and (iii) Tenant shall furnish to Landlord as-built plans in such format as Landlord may reasonably require, if the same are prepared by Tenant. All alterations, additions or improvements in or to the Premises or the Property made by Tenant shall become the property of Landlord upon expiration of the Term and shall remain upon and be surrendered with the Premises as a part thereof without disturbance or injury. All movable furniture, fixtures and equipment shall remain the property of Tenant upon expiration of the Term and shall be removed by Tenant prior to the expiration of the Term at Tenant's sole cost and expense, and Tenant shall repair any damage caused thereby.

10.2 Except as provided in, and subject to the provisions of **Section 30.2**, Tenant shall not place or maintain any sign, advertisement or notice on any part of the outside of the Premises or the Property except (i) such place, number, size, color and style as has been approved in writing by Landlord and (ii) in accordance with the sign criteria to be developed by Landlord, and any such signs shall be at the sole expense of Tenant. Tenant shall remove all signs at the expiration or termination of this Lease and at its sole cost restore the affected area to its original condition.

10.3 Tenant shall not install any equipment containing Hazardous Materials nor any equipment which will or may necessitate any changes, replacements or additions to, or in the

use of, the heating, ventilating or air-conditioning system, or other building system of the Premises without first obtaining the prior written consent of Landlord. Equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Premises or to any space therein to such a degree as to be objectionable to Landlord shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise and vibration. Landlord shall have the right at any time to limit the weight and prescribe the position of safes, concentrated filing systems and other heavy equipment or fixtures.

10.4 Any and all damage or injury to the Premises or the Property caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by, and at the sole cost of, Tenant.

11. RIGHT OF ENTRY

11.1 Tenant will furnish to Landlord at all times a master key or card to the Premises and permit Landlord, or its representative, to enter the Premises, upon at least three (3) business days' advance notice (except in the case of an emergency) to examine, inspect and protect the Premises, to make repairs/replacements to the Premises, or to exhibit the same to prospective tenants during the last year of the Term or during any period Tenant is in default hereunder, or to prospective purchasers or lenders at any time. Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenant's business, and so long as Landlord acts reasonably, Landlord shall not be liable to Tenant for any damages in connection with such entry or installation. In the event Landlord needs to enter the Premises without giving Tenant prior notice in the case of an emergency, Landlord shall notify Tenant as soon as reasonably practicable after such entry, and in all cases within 24 hours.

11.2 Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Article 11, except for an emergency entry into the Premises of this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

11.3 Landlord reserves the right to impose such security restrictions on the Property as it deems appropriate from time to time.

12. SERVICES AND UTILITIES

Landlord shall furnish reasonably adequate water, and heat and air conditioning during such seasons of the year when such services are normally furnished to the Building during the following time: 7:00 a.m. to 9:00 p.m. Monday through Friday, and from 7:00 a.m. to 6:00 p.m. on Saturdays and Sundays. Landlord shall provide evening cleaning and janitorial service to the Premises Monday through Friday. Landlord shall provide access to electric and telephone

service to the mechanical room(s) of the Premises. Landlord shall not be liable for, and there shall be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation pursuant to **Section 27** hereof, or causes beyond Landlord's control, provided, however, Landlord shall use its best efforts to restore such services. Tenant shall conserve heat, air conditioning, water and electricity and shall use due care in the use of the Premises and of the public areas in the Property. Tenant may elect to provide its own janitorial services in lieu of having Landlord provide said services. Tenant, at its sole cost and expense, shall be responsible for bringing telephone service and cable or satellite television service to the Premises. Notwithstanding anything to the contrary in this Section 12, if any of the foregoing services or utilities are interrupted for a period longer than three (3) consecutive business days, Tenant cannot use the Premises for its intended use as a result of such interruption, and such interruption is within the reasonable control of or was caused by Landlord, Tenant shall be entitled to an abatement of Rent for each day from and after such third (3rd) consecutive day until such utility or service is restored.

13. WAIVER AND INDEMNITY

13.1 Notwithstanding anything to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers and employees and property manager from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance required by **Section 14.1 (a)** or **14.3(a)**, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible. Notwithstanding the above, Tenant shall be responsible for the cost of any damage to the Premises or Property that is less than \$10,000 and is caused by the negligence or intentional acts of Tenant, its employees, contractors, invitees or agents.

13.2 Notwithstanding anything to the contrary in this Lease, Landlord and its partners, officers and employees and property manager shall not be liable to Tenant, and Tenant hereby releases such parties from all damage, compensation or claims from any cause other than the intentional misconduct or gross negligence of Landlord or its partners, officers or employees or property manager arising from: loss or damage to personal property or trade fixtures in the Premises including books, records, files, computer equipment, computer data, money, securities, negotiable instruments or other papers; lost business or other consequential damage arising out of interruption in the use of the Premises; and any criminal act by any person other than Landlord or its partners, officers or employees and property manager.

13.3 Tenant agrees to indemnify, defend and hold Landlord and its partners, officers and employees and property manager harmless from and against any third Party claim, loss or expense arising out of injury, death or property loss or damage (a) occurring in the Premises, except to the extent caused by the negligent act or intentional misconduct of Landlord or its partners, officers or employees or property manager or (b) occurring anywhere in the Property except the Premises and caused by the negligent act or intentional misconduct of Tenant, its partners, officers, employees or agents.

13.4 Landlord agrees to indemnify, defend and hold Tenant and its partners, officers and employees harmless from and against any third party claim, loss or expense arising out of injury, death or property loss or damage (a) occurring anywhere in the Property except the Premises, except to the extent caused by the negligent act or intentional misconduct of Tenant, its partners, officers, employees, or agents, or (b) occurring anywhere in the Property and caused by the negligent act or intentional misconduct of Landlord or its partners, officers, employees, property manager or agents.

14. INSURANCE

14.1 Tenant agrees to carry in full force and effect the following insurance:

(a) “All risk” property insurance covering the full replacement value of all of Tenant’s trade fixtures and personal property within the Premises.

(b) Subject to Tenant’s statutory limits as set forth in Section 14.3, commercial general liability insurance, including coverage for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease).

14.2 At least ten (10) days prior to entry by Tenant on the Premises, Tenant shall deliver to Landlord evidence that the insurance required by this Lease is in full force and effect. .

14.3 Landlord recognizes that Tenant is a self-insured governmental entity, and agrees that Tenant shall have the right to self-insure any or all of its insurance obligations hereunder, subject to all applicable government rules and requirements. Landlord acknowledges that Tenant is self-insured funded under the provisions of Minnesota Statute Chapter 471.981. Such coverage includes tort liability with limits of liability as defined by Minnesota Statutes Chapter 466. Tenant’s self-insured funded program includes coverage for liability of an officer or an employee or agent for tort arising out of an alleged act or omission occurring in the performance of duty. Landlord further acknowledges that Tenant’s liability under this Lease is subject to statutory limits as more fully set forth in Minnesota Statutes Section 466.04 (e.g. \$500,000 per claimant/ \$1,500,000 for any number of claims arising out of a single occurrence) for the liability of Tenant for any claim within the scope of sections 466.01 to 466.15, as such statutes may be amended in the future.

14.4 Landlord agrees to carry in full force and effect the following insurance:

(a) “All risk” property insurance covering the full replacement value of the Premises and the Property, inclusive of the Tenant Improvements, in such amount as Landlord reasonably deems prudent.

(b) Commercial general public liability insurance covering the Premises and the Property, in a combined single limit amount of at least \$2,000,000, and written on an “occurrence” basis. The cost of insurance for (a) and (b) is included in Operating Costs.

14.5 If any insurance required hereunder ceases to be available, or is available on terms so unacceptable that prudent Landlords or Tenants, as the case may be, generally do not

carry such insurance, then in lieu of such insurance the pertinent Party may carry the most comparable insurance which is available and generally carried by prudent parties. The insurance required by this Section may be maintained under separate policies, or under one or more blanket policies.

15. FIRE OR OTHER CASUALTY

If the Premises shall be damaged by fire or other cause Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Premises or the Property are damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within two hundred seventy (270) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Property but not the Premises shall be effective as of the date notice is given. If Landlord elects to restore, Landlord shall not be obligated to restore any of the Tenant Improvements in the Premises. Upon substantial completion by Landlord of its work, Tenant shall undertake to restore its Tenant's Improvements and trade fixtures with all due diligence. Notwithstanding any language herein to the contrary, if Landlord elects to restore the Premises and such restoration is not substantially completed by the date that is 270 days after the date of the damage, Tenant will have the right to terminate the Lease by notice to Landlord which notice must be given within 240 days after the date of the damage. If such notice is given by Tenant to Landlord, the Lease will terminate as of such 240th day of the day of damage and if no notice is given the Lease will remain in full force and effect. This Lease shall, unless terminated pursuant to this Section, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Base Rent and Additional Rent, prorated to the extent that the Premises are rendered untenable, shall be equitably abated until such repairs are completed; provided, however, that if Tenant does not restore the Tenant Improvements and trade fixtures with due diligence, abatement shall cease as of the date restoration could have been completed using due diligence.

16. CONDEMNATION

If the whole or any substantial part of the Property shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term shall cease and terminate as of the date when the condemning authority takes possession of the Property and Tenant shall have no claim against the condemning authority, Landlord or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease; provided, however, that Landlord shall not be entitled to any award made with respect to the Premises or Property for loss of business, costs of relocation or fixtures. In the event part of the Property, but not the Premises, is condemned to the extent that the Property cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within thirty (30) days after the date the condemning authority takes possession to terminate this Lease as of the date of such possession.

17. DEFAULT

17.1 Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of five (5) days after receipt of written notice from Landlord of amount due; provided that Landlord shall be obligated to give such notice only two (2) times during any twelve (12) month period;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that Tenant can cure the default, but not within thirty (30) days, then the Event of Default shall be suspended for such period as is necessary for Tenant to accomplish said cure, so long as Tenant commences cure within thirty (30) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises;

(iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors;

(iv) Tenant shall abandon the Premises during the term of this Lease or any renewals or extensions thereof for a period longer than fifteen (15) business days, or

(v) if the interest of Tenant under this Lease shall be levied upon under execution or other legal process.

17.2 If an Event of Default shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section.

17.3 If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by eviction proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

17.4 From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefore. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

17.5 No termination of this Lease pursuant to **Section 17.2** and no Repossession of the Premises pursuant to **Section 17.3** or otherwise shall relieve Tenant of its liabilities and

obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord any unpaid Rent owed, plus interest thereon from due date at the Interest Rate, the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for damages for Tenant's default, the equivalent of the amount of the Base Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of **Section 17.4** after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

17.6 Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time thereafter, subject to applicable notice and cure period described herein.

17.7 In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees and costs incurred by Landlord in connection with any Event of Default.

17.8 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

18. LANDLORD'S RIGHT TO CURE DEFAULT; LATE PAYMENT

If Tenant commits an Event of Default (or if any default exists and Landlord has good cause for taking action prior to expiration of Tenant's grace period), then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, including an administrative charge of ten percent (10%) of the costs incurred by Landlord, and with interest thereon at the Interest Rate (as hereinafter defined) from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled. If any installment of rent is not paid by Tenant within five (5) days after the same becomes due and payable: (i) a late charge in the amount equal to 5% in connection with such late payment shall become immediately due and payable as compensation to Landlord for administrative costs; and (ii) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment became due and payable to the date of payment thereof by Tenant, and such interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" is the lesser of: the maximum rate permitted by law; and three

(3) points over the rate of interest publicly announced from time to time by Wells Fargo Bank Minnesota N.A. as its “prime rate”, “base rate” or “reference rate”, (or if more than one exist, whichever is highest) each change in the interest rate hereunder to become effective on the date the corresponding change in such prime rate becomes effective.

19. WAIVER

No waiver by either Party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent, to terminate this Lease, to Repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

20. SUBORDINATION

20.1 For the purposes of this Section, the term “Mortgage” shall mean at any time, any mortgage of record now or hereafter placed against the Property, any increase, amendment, extension, refinancing or recasting of a Mortgage and, in the case of a sale or lease and leaseback by Landlord of all or any part of the Property, the lease creating the leaseback. For the purposes hereof, a Mortgage shall be deemed to continue in effect after foreclosure thereof until expiration of the period of redemption therefrom.

20.2 This Lease is subject and subordinate to the lien of any Mortgage which may now or hereafter encumber the Property or any development of which the Property is a part. In confirmation of such subordination, Tenant shall, at Landlord’s request from time to time, promptly execute any certificate or other document reasonably requested by the holder of the Mortgage. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the Landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease or the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed. Neither the holder of the Mortgage (whether it acquires title by foreclosure or by deed in lieu thereof) nor any purchaser at foreclosure sale shall be liable for any act or omission of Landlord occurring prior to date of acquisition of title, nor subject to any offsets or defenses which Tenant might have against Landlord nor bound by any prepayment by Tenant of more than one month’s installment of Base Rent and additional rent nor by any modification of this Lease made subsequent to the granting of the Mortgage unless consented to by the holder of the Mortgage. Notwithstanding anything to the contrary in this Section, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant’s possession hereunder.

20.3 This Lease is subject and subordinate to the Permitted Exceptions, and any subsequent amendments or modifications thereto that do not increase Tenant's monetary or non-monetary obligations, or materially increase Tenant's risk unless mandated by governmental requirements.

21. RULES AND REGULATIONS

Tenant shall use the Premises and the Common Areas in accordance with the terms of this Lease, the Permitted Exceptions, the current Rules and Regulations attached hereto as **Exhibit D** and such additional rules and regulations as may from time to time be reasonably made by Landlord, and Tenant shall use its best efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations. Landlord agrees that if this Lease and the Rules and Regulations are inconsistent, the language of this Lease will control over the Rules and Regulations.

22. COVENANT OF QUIET ENJOYMENT

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Property, or in the case of a sale-leaseback, the tenant of the underlying land, at the relevant time. The liability of Landlord under this Lease is limited to its interest in the Property and any insurance proceeds payable to Landlord with respect to the Property.

23. CONDITION OF PREMISES

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Property except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Landlord reserves the right from time to time to modify the Property, including appurtenances, without in any case reducing the obligations of Tenant hereunder. Tenant has no right to light or air over any premises adjoining the Premises. Except as otherwise provided in this Lease, Tenant, by taking possession of the Premises, shall accept the same "as is" and such taking of possession shall be conclusive evidence that the Premises and the Property are in good and satisfactory condition at the time of such taking of possession. Landlord represents and warrants, to the best of Landlord's knowledge as of the Commencement Date that the Premises and Property comply, or will comply, upon the Commencement Date, with the Americans with Disabilities Act ("ADA") as enforced, interpreted and applied to the Premises and Property as of the Commencement Date, and covenants and agrees to maintain the common areas of the Property in compliance with the ADA throughout the Term. Notwithstanding any other language herein under the contrary, Tenant will have the right to deliver to Landlord within 30 days of Commencement Date a list of reasonable "punch lists" items relating to the Premises and Landlord will, at its cost, diligently complete such punch list items.

24. NOTICES

All notices or other communications hereunder shall be in writing and shall be effective if sent by registered or certified first-class mail, postage prepaid, or by overnight express service which maintains confirmation of delivery, to each party at the addresses as set forth on Item 8 of the Data Sheet, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the Postal Service or overnight delivery service, notice shall be deemed given on the date acceptance is refused.

25. ESTOPPEL CERTIFICATES

25.1 Tenant agrees at any time and from time to time, upon not less than ten (10) business days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a Party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, (iv) agreeing that Tenant and Landlord will not thereafter modify the Lease without the approval of any mortgagee identified by Landlord, and (v) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than thirty (30) days in advance, and (vi) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Property, any prospective purchaser of the Property, any mortgagee or prospective mortgagee of the Property or of Landlord's interest, or any prospective assignee of any such mortgagee.

26. SURRENDER; HOLDING OVER

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom, remove any Hazardous Materials installed, used, generated, stored or disposed of by Tenant, and leave the Premises in the condition required by this Lease. Tenant shall also remove low voltage cabling at the expiration of the term. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal and Tenant shall indemnify, defend and hold Landlord harmless from any cost or liability due to disposition of any property in the Premises in which a person other than Tenant has an interest. Should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of Landlord, such tenancy shall be from month to month and the monthly Base Rent shall be 150% that which would otherwise be payable under **Section 5**. If Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

27. [RESERVED]

28. TENANT'S TAXES

Tenant shall pay all taxes levied or assessed upon (i) Tenant's equipment, furniture and other personal property located in or about the Premises, and (ii) this Lease or the rent paid hereunder or any portion thereof, excluding any tax measured by Landlord's net income and excluding any amount included in Operating Costs. If any such taxes are imposed upon Landlord, Landlord shall notify Tenant of the amount due at least sixty (60) days prior to the date such taxes are due and payable, and Tenant shall pay to Landlord, at least twenty (20) days before the date each installment is due to the taxing authority, the portion allocable to Tenant pursuant to this Section.

29. MISCELLANEOUS

29.1 This is governed by and shall be construed according to the laws of the state in which the Premises are located.

29.2 The captions in this Lease are for convenience only and are not a part of the Lease.

29.3 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. No officer, employee, representative, or agent of Tenant (including, without limitation, any individual signing this Lease) shall be considered the Tenant hereunder or otherwise be included in the definition of Tenant hereunder, nor shall such person have any liability or obligation under this Lease or in connection therewith.

29.4 Time is of the essence.

29.5 The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.

29.6 If any provision of this Lease is invalid or unenforceable to any extent, then such provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

29.7 This Lease contains the entire agreement of the parties hereto with respect to the Premises and Property. This Lease may be modified only by a writing executed and delivered by both parties.

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

29.9 This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

29.10 Unless stated herein to the contrary, whenever consent or approval is required from either Landlord or Tenant, such consent or approval will not be unreasonably withheld, delayed or conditioned.

29.11 There is no brokerage fee payable to any broker representing Tenant for this Lease. Any brokerage fee payable to any broker representing Landlord shall be paid by Landlord.

30. SPECIAL PROVISIONS

In addition to the various terms and conditions as set forth above, Landlord and Tenant also agree as follows:

30.1 OPTION TO EXTEND TERM

Subject to the provisions of **Section 30.1 (c)** below, Tenant shall have the right to extend the Term of this Lease as to all, but not less than all of the Premises then being leased hereunder by Tenant for one (1) period of ten (10) years ("Extended Term") subject to the following terms and conditions:

(a) Tenant shall give written notice of the exercise of its right to extend the Term of this Lease no earlier than fifteen (15) months and no later than twelve (12) months prior to the commencement of the Extended Term, time being of the essence (the "Renewal Notice"). If no such Renewal Notice is timely given, this Lease shall terminate as of the end of the existing Term, as applicable;

(b) Tenant shall not be in default under this Lease beyond the passage of any applicable period of cure, grace or notice at the time of giving the Renewal Notice or at any time thereafter to and including the commencement of the Extended Term; and

(c) Base Rent payable monthly by Tenant to Landlord for the Premises for the Extended Term, as applicable, shall be market rent for medical clinic space in the eastern Twin Cities metropolitan area, as initially and reasonably determined by Landlord. Within fifteen (15) days following receipt of Tenant's Renewal Notice, Landlord shall notify Tenant of Landlord's determination of market rent for the applicable Extended Term and shall include therewith the lease comparables and other supporting information ("Landlord's Market Rent Determination"). If Tenant disagrees with Landlord's Market Rent Determination for the Extended Term, the parties shall negotiate in good faith for a period of twenty (20) days following receipt by Tenant of Landlord's Market Rent Determination as to the Base Rent payable during the Extended Term. If the parties are unable to agree in writing on the Base Rent payable during the Extended Term within twenty (20) days following receipt by Tenant of Landlord's Market Rent Determination (the "Negotiation Period"), Tenant shall have the rights to (a) rescind the giving of the Renewal Notice by giving written notice of rescission to Landlord no later than ten (10) days following the end of the Negotiation Period, in which event the giving of the Renewal Notice shall be deemed rescinded and this Lease Agreement shall expire as of the end of the initial Term or (b) determine the market rent by binding arbitration as set forth below.

If it shall become necessary to resort to arbitration to determine Market Rent, all arbitrators appointed by or on behalf of either party or appointed pursuant to the provisions hereof shall be MAI members of the American Institute of Real Estate Appraisers with not less than ten (10) years of experience in the appraisal of improved commercial real estate in the Minneapolis/Saint Paul

metropolitan area and be devoting substantially all of their time to professional appraisal work at the time of appointment and be in all respects impartial and disinterested.

Within fifteen (15) days after the Negotiation Period, each party shall give written notice to the other party specifying the name, address and professional qualifications of the person designated to act as arbitrator on its behalf. If the two (2) arbitrators so selected cannot agree within fifteen (15) days after the appointment of the second arbitrator, the two (2) arbitrators shall, within ten (10) days thereafter, select a third arbitrator. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. Each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of such party and the fees and expenses of the third arbitrator shall be borne equally by both parties. If a party fails to appoint its arbitrator within the time above specified, or if the two (2) arbitrators so selected cannot agree on the selection of the third arbitrator within the time above specified, then either party, on behalf of both parties, may request such appointment of such second or third arbitrator, as the case may be, by application to any Judge of the District Court of the County of Hennepin, State of Minnesota, upon ten (10) days prior written notice to the other party of such intent. The arbitrators so selected shall have all rights and powers conferred on them by the Uniform Arbitration Act of the state in which the Premises are situated, and except as otherwise provided for herein, the arbitration proceedings shall be carried on and governed by such Act. Upon an established date and at an established time, all three (3) arbitrators shall simultaneously submit their determinations as to Market Rate, such determinations to be submitted in sealed envelopes and to be opened jointly by Tenant and Landlord. The fair market rent for the applicable Renewal Term shall be determined by averaging the two (2) arbitrators' fair market rent determinations which are closest in amount to each other (or if one appraisal is less than one of the other appraisals and more than the other appraisal by the same amount, all three appraisals shall be averaged).

(d) Landlord shall not be obligated to provide Tenant with any incentives or concessions in connection with the Extension Term and unless specifically altered herein, the terms and conditions of the Lease as of the last day of the Initial Term will remain in full force and effect during the Extension Term, except that Tenant will have no additional options to extend the term beyond the Extended Term.

30.2 SIGNAGE

Subject to the Permitted Exceptions, governmental requirements and Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall be permitted to install, at Tenant's cost, Tenant's signage on the exterior of the Premises, on exterior doors, on all glass windows and doors at the entry of the building, and on the monument sign on the Property. Tenant shall have the exclusive right to all panels on the monument sign. Tenant may install, at Tenant's cost, any and all interior signage as Tenant deems fit.

At the time of the expiration of the initial Term of the Lease if Tenant does not extend the Term or at the expiration of the Extension Terms or earlier termination of the Lease, Tenant will be responsible for the costs associated with the removal and repair of the Premises signs.

30.3 PARKING

Tenant shall be entitled to the exclusive use of all parking available on the Property.

30.4 CONTINGENCY

The parties' obligations to perform this Lease are contingent on Landlord acquiring fee title to the Property on or before February 28, 2026. In the event this condition has not been satisfied by the applicable deadline, either party may elect to cancel this Lease at any time by giving written notice of such cancellation to the other in which event this Lease shall be thereby terminated and the parties shall have no further obligations hereunder. If this Agreement is not cancelled as set forth herein, the Delivery Date shall be extended one (1) day for each day until such date as Landlord has acquired fee title to the Property.

30.5 EARLY TERMINATION RIGHT

Provided Tenant (i) is not in default beyond applicable notice and cure periods either at the time that Tenant is obligated to give the "Termination Notice" (as defined below) or as of the "Early Termination Date" (as defined below), and (ii) Tenant has not exercised its right to extend the Term of this Lease as provided in Section 30.1 above, Tenant is granted the right to terminate this Lease effective as of the end of either the twelfth (12th), thirteenth (13th) or fourteenth (14th) Lease Year ("Early Termination Date"). Tenant shall give notice ("Termination Notice") to Landlord of its intent to exercise this early termination right by giving the Termination Notice to Landlord no earlier than fifteen (15) months and no later than twelve (12) months prior to the Early Termination Date desired by Tenant. If no Termination Notice is timely provided to Landlord as described above, the option to terminate the lease early for that year will be null and void. As a condition to the effectiveness of the early termination right, Tenant shall pay to Landlord a fee ("Termination Fee") equal to the remaining unamortized Landlord's Lease Transaction Costs, amortized over the remainder of the Lease Term at six percent (6%) . For purposes hereof, "Lease Transaction Costs" shall include, and be limited to: (i) Landlord's brokerage commissions incurred in the negotiation of this Lease in the amount of \$260,000.00; (ii) the cost of Landlord's Work; and (iii) Landlord's legal fees attributable to the negotiation and drafting of the Lease (not to exceed \$3,000.00), The amortization period shall start on the Commencement Date.

Within thirty (30) days after receipt of Tenant's timely Termination Notice, Landlord will provide Tenant with a detailed calculation of the Termination Fee. Tenant shall pay the Termination Fee to Landlord no later than thirty (30) days after receipt of Landlord's calculation, and if not timely paid in full, Tenant's Termination Notice and right to terminate the lease pursuant to its Termination Notice early shall be null and void.

30.6 DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of Landlord's or Tenant's performance of this Lease is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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. Landlord shall take all reasonable measures to secure the computers or any other

storage devices in which any Landlord data, if any, is contained or which are used to access Landlord data.

30.7 AUDIT

If required by statute, until the expiration of six (6) years after the termination of this Lease, Landlord, upon written request, shall make available to Tenant, the State Auditor or Tenant's ultimate funding sources, a copy of this Lease and the books, documents, records and accounting procedures and practices of Landlord relating to the performance of Landlord's obligations under this Lease.

30.7 PREVAILING WAGE

With respect to the Property, Landlord 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, including Ramsey County Prevailing Wage Ordinance No. 2013-329.

[Signatures on Following Page]

LANDLORD:

MSP/Beam, LLC

By: _____

Alex A. Young
Its: Chief Manager

TENANT:

Ramsey County

By: _____

Rafael Ortega
Chair, Ramsey County Board of
Commissioners

Approval Recommended:

By: Jean Krueger
Jean Krueger
Director of Property Management

Approved as to form:

By: Kathleen Ritter
Kathleen Ritter
Assistant County Attorney

EXHIBIT A
PERMITTED EXCEPTIONS

1. Final Certificate in Condemnation for use as street and road right-of-way and construction easements, by the Village of Maplewood, dated August 31, 1971, filed April 25, 1972, in Book 2338, Page 361, as Document No. 1824683.
2. Terms and conditions of Easement Agreement among SHARE, a Minnesota non-profit corporation, 1501 Partnership, a Minnesota general partnership, Commercial Partners/Maplewood, a Minnesota general partnership, and Sherwin-Williams Development Corporation, a Delaware corporation, dated June 29, 1987, filed October 20, 1989, as Document No. 2514669.
3. Rights of adjoining owners to concurrent use of easement as shown in Easement Agreement dated June 29, 1987, filed October 20, 1989, as Document No. 2514669.
4. Rights of the public and State of Minnesota to all streets, roads and highways affecting the land.

EXHIBIT B
MEMORANDUM OF COMMENCEMENT DATE
RENTABLE AREA, AND RENT

This declaration is made on _____, 20____ and is between MSP/Beam, LLC, a Minnesota limited liability company (“Landlord”) and _____, a Minnesota _____ (“Tenant”).

Landlord and Tenant are parties to that certain Lease Agreement (the “Lease”) dated _____, 2025.

In accordance with the Lease, Landlord and Tenant hereby memorialize:

1. The Commencement Date is _____, 20____.
2. The Rent Commencement Date is _____, 20____.
3. The Lease shall expire on _____, 20____.
4. The Rentable Area of the Premises is _____ square feet.
5. The Rentable Area of this Building is _____ square feet.
6. Tenants Pro Rata share is 100%.
7. The annual and monthly Base Rent payments are as follows:

LANDLORD:

MSP/Beam, LLC

By: _____
Alex A. Young
Its: Chief Manager

TENANT:

Ramsey County

By: _____
Jean Krueger
Director of Property Management

Approved as to form:

By: _____
Kathleen Ritter
Assistant County Attorney

EXHIBIT C-1

LANDLORD'S WORK

1. Replace Exterior Siding - Replace building wood siding with Nichiha Siding
2. Landscaping Upgrades - Landscaping to replace planter bed, miscellaneous trees and repair grass areas.
3. Tuckpointing/Brick Repairs - Repair / Tuckpoint exterior building brick as necessary..
4. Window Caulking/Joint Sealants - Repair building exterior caulking as necessary at windows/doors.
5. Parking Lot - Repair parking lot and restripe.
6. Paint Exterior Canopies – Prep and static paint the building exterior metal canopy/panels.

EXHIBIT C-2

TENANT IMPROVEMENTS

Landlord, as part of the Tenant Improvements, shall prepare architectural, mechanical, electrical and plumbing plans, and all construction plans and specifications for the Tenant Improvements based generally on the FIT Plan shown below (the “Plans and Specifications”). Landlord shall use good faith efforts to submit the proposed Plans and Specifications to Tenant by January 30, 2026, for approval by Tenant’s Director of Property Management or her designee (“Tenant’s Designee”) within five (5) business days thereafter, which approval shall not be unreasonably withheld. Upon such approval, Landlord will obtain one or more GMP bids for the Tenant Improvements and provide Tenant with bid information by February 15, 2026. The parties shall use their good faith and best efforts to mutually agree to final Plans and Specifications (the “Approved Plans”) and a guaranteed maximum price contract for the Tenant Improvements (“Approved GMP”) by February 27, 2026, and will memorialize the Approved Plans and Approved GMP in an approval letter

signed by Landlord and Tenant's Designee.



EXHIBIT D

RULES AND REGULATIONS

- A. **Building Use.** Tenant shall not use the Building for lodging, sleeping, cooking (microwave cooking excepted), entertaining, or for any immoral or illegal purpose or for any purpose that will damage the Building, or the reputation thereof, or for any purpose other than that specified in the lease.

Tenant shall not use the Building for manufacturing or for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for general office purposes and except in such portions of the Premises as may be specifically designated by Landlord for such storage. Tenant shall not occupy the Building or permit any portion of the Building to be occupied for the manufacture or direct sale of liquor, narcotics, or tobacco in any form, or unless the terms of the Tenant's lease specifically permit otherwise. Tenant shall not conduct in or about the Building any auction and/or sale, public or private, without the prior written approval of Landlord.

Tenant shall not bring or keep within the Building any animal (except service animals), bicycle, or motorcycle.

- B. **Soliciting.** Canvassing, soliciting and peddling on the Property are prohibited, and Tenant shall cooperate to prevent such activities.
- C. **Fire.** Tenant shall not conduct mechanical or manufacturing operations, cook or prepare food, or place or use any inflammable, combustible, explosive or hazardous fluid, chemical- device, substance or material in or about the Building without the prior written consent of Landlord. Tenant shall comply with all rules, regulations, orders and requirements of the applicable Fire Rating Bureau, or any other similar body, and Tenant shall not commit any act or permit any object to be brought or kept in the Building which shall increase the rate of fire insurance on the Building or on property located therein.
- D. **Install Machinery.** Tenants shall not install for use in the Building any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, ventilator, radiator or any other similar apparatus without the prior written consent of Landlord, and then only as Landlord may direct.
- E. **Use of Machinery.** Tenants shall not use in the Building any machines, other than standard office machines such as computers, copying machines and similar machines and machines and equipment customarily used in medical clinics, without the prior written approval of Landlord. Tenant shall not cause improper noises, vibrations, or odors within the Building.
- F. **Delivery/Moving.** Landlord reserves the right to inspect all such freight, supplies, furniture, fixtures and other personal property to be brought into the Building and to exclude from the Building all such objects which violate any of these rules and regulations or the provisions of the lease. Tenants shall not use in the delivery, receipt or other

movement of freight, supplies, furniture, fixtures or other personal property to, from or within the Building, any hand trucks other than those equipped with rubber tires and side guards, and any large and heavy items shall only be moved through the corridors on carpet protecting underlayment.

- G. **Weight Restrictions.** Tenant shall not place within the Building any safes, copying machines, computer equipment or other object of unusual size or weight, nor shall Tenant place within the Building any objects which exceed the floor weight specifications of the Building, without the prior written consent of Landlord. The placement and positioning of such objects within the Building shall be prescribed by Landlord and such objects shall, in all cases, be placed upon plats or footings of such size as shall be prescribed by Landlord.
- H. **Trash Disposal.** Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building, except in refuse containers provided by Landlord. Tenant shall not introduce into the Building any substance which might add an undue burden to the cleaning or maintenance of the premises or the Building.
- I. **Common Area Use.** Tenant shall use the Common Areas only as a means of parking, ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Property. Landlord shall in all cases retain the right to control the common areas and roof of the Building or prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Building without the prior written consent of Landlord.
- J. **Restroom/Washroom Use.** Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the proposes for which they are constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets. If Tenant or Tenant's employees, agents, contractors, jobbers, licensees, invitees, guests or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at the Tenant's expense, and Landlord will not be responsible for any disruption in service caused by such damage.
- K. **Installations/Removals.** Tenant shall not mark, paint, drill into, string wires within, or in any way deface any part of the Building, without the prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Without limitation upon any of the provisions of the lease, Tenant shall refer all contractors' representatives, installation technicians, janitorial workers and other mechanics, artisans and laborers rendering any service in connection with the repair, maintenance or improvement of the Premises to Landlord for Landlord's supervision, approval and control before performance of any such service. This paragraph shall apply to all work performed in the Building, including without limitation installation of telephones, telecommunication equipment, electrical devices' and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings,

equipment or any other portion of the Building. Plans and specifications for such work, prepared at Tenant's sole expense, shall be submitted to Landlord and shall be subject to Landlord's approval in each instance before the commencement of work. All installation, alterations and additions shall be constructed by Tenant in a good and workmanlike manner and only good grades of materials shall be used in connection therewith. The means by which telephone, telecommunication and similar wires are to be introduced to the Premises and the location of telephones, call boxes, and other office equipment affixed to the premises shall be subject to the prior approval of Landlord.

- L. **Publicity/Advertising of Building.** Landlord shall have the right to prohibit any publicity, advertising or use of the name of the Building by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a Building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue any such publicity, advertising or use of the Building name.
- M. **Cooling/Heating.** The doors, skylights and windows that reflect or admit light or air into the Building shall not be covered or obstructed by Tenant, through placement of objects upon windowsills or otherwise. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Building by closing drapes and other window coverings when the sun's rays fall upon windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire, safety or lighting systems, nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Building.
- N. **Doors.** Subject to applicable fire or other safety regulations, all doors upon the perimeter of the Building shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days Tenant shall close and lock (when and where applicable) any entrance doors to the Building or to the premises used by Tenant immediately after using such doors.
- O. **Landlord's Employees.** Employees of Landlord shall not receive or carry messages for or to Tenant, or any other person, nor contract with nor render free or paid services to Tenant or to Tenant's employees, contractors, jobbers, agents, invitees, licensees, guests or visitors. In the event that any of Landlord's employees perform any such services, such employees shall be deemed to be the agents of Tenant regardless of whether or how payment is arranged for such services, and Tenant hereby indemnifies and holds Landlord harmless from any and all liability in connection with any such services and any associated injury or damage of property or injury or death to persons resulting therefrom.
- P. **Keys/Access Cards.** All keys and access cards to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such items. Tenant shall not make duplicate copies. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the Building, nor shall Tenant make any changes in existing locks or mechanisms thereof without prior consent of Landlord. Tenant shall, upon termination of its tenancy, provide Landlord with the combinations to all combination locks

or safes, safe cabinets and vaults and deliver to Landlord all keys to the Building, the premises and all interior doors, cabinets, and other key controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key and/or access card furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost item if Landlord shall deem it necessary to make such change.

- Q. Smoking Policy. There is no smoking allowed in the Building, including but not limited to, the hallways, stairwells, elevators and restrooms.
- R. Parking. Tenant shall observe the restricted parking stalls as so noted and shall accept the responsibility for failure to do so. Handicapped stalls are for the sole use of anybody who has a state permit whether for short term or all day parking. Visitor stalls have two (2) hour maximum time limit and are intended for “guests”, not Tenants short term parking.