

LEASE AGREEMENT

RAMSEY COUNTY

AS LANDLORD

AND

NORTHERN STATES POWER COMPANY

AS TENANT

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made as of _____, 2025 and is by and between Ramsey County, a political subdivision of the State of Minnesota (“Landlord”), and Northern States Power Company, a Minnesota corporation (“Tenant”).

RECITALS:

For and in consideration of the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby accepts and leases the Premises from Landlord, upon the following terms and conditions:

DATA SHEET

The following terms, conditions and definitions are incorporated in this Lease and shall have the meanings set forth in this Data Sheet, except as may be modified by provisions of this Lease:

- (a) “Building(s)”: The building(s) having the following street address(es): 360 Wabasha Street N., St. Paul, MN 55102.
- (b) “Property”: The land (and all improvements thereon) upon which the Building is situated. The legal description and/or PID for the Property are set forth on attached Exhibit A.
- (c) “Premises”: The following space in the Building: The office space, located on Lower Level 2 of the Building, that is depicted and identified on Exhibit B as “NSP Communication Equipment Room”. The Premises contains 236.5 square feet of leasable area. In addition to the Premises, the Tenant shall have the right to access Tenant’s communications equipment that is located in a shared communications closet in the location shown on Exhibit B (“Tenant’s Communications Box. Tenant shall clearly label Tenant’s Communications Box and all of Tenant’s lines within Tenant’s Communications Box, identifying them as Tenant’s.

Tenant’s rights hereunder expressly do not include any right to access the underground tunnel that is located under Lower Level 2, and Tenant acknowledges that Landlord will be permanently closing and sealing the Building’s access to such tunnel.

- (d) “Common Areas”: means the entrances, lobby, accessways, hallways, restrooms, stairways, elevator banks, and other Building areas and the driveways, parking areas, and landscaped areas on the Property that are designated for the nonexclusive common use of all tenants of the Building and their invitees. Notwithstanding anything to the contrary contained herein, Tenant shall have no rights with respect to, or access to, any Common Areas within the Building, except those Common Areas that are needed to access the Premises or to use the Premises for Tenant’s Use (i.e., Building entrance and lobby, main floor hallway providing access to stairwells and elevators, the stairwells and elevators providing access to Lower Level 2, emergency exits and corridors, and the Common Areas on Lower Level 2, including the restrooms).
- (e) “Additional Rent”: means all sums other than Monthly Base Rent payable by Tenant to Landlord under this **Lease**, including late fees, interest, and any and all other amounts due under this **Lease**, including any and all other sums that may become due by reason of any default of Tenant or failure to timely comply with the agreements, terms, covenants, and conditions of this **Lease** to be performed by Tenant.

- (f) “Monthly Base Rent” or “Rent”: The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease (which shall be adjusted as provided in Section 3.1), as follows:

Lease Period	Annual Base Rent Per Square Foot	Leasable Area	Monthly Base Rent
January 1, 2026 – December 31, 2026	\$14.50	236.50	\$285.77
January 1, 2027 – December 31, 2027	\$14.86	236.50	\$292.87
January 1, 2028 – December 31, 2028	\$15.23	236.50	\$300.16
January 1, 2029 – December 31, 2029	\$15.61	236.50	\$307.65
January 1, 2030 – December 31, 2030	\$16.01	236.50	\$315.53

- (g) “Commencement Date”: January 1, 2026.
- (h) [Reserved.]
- (i) “Termination Date”: December 31, 2030.
- (j) “Exhibits”: The following exhibits are attached to this Lease and are incorporated in the Lease by reference:

Exhibit A - Legal Description or PID of the Property
Exhibit B – Depictions of the Premises

- (k) “Term” or “Lease Term”: The term of this Lease shall commence on the Commencement Date and shall terminate and expire on the Termination Date.
- (l) Tenant’s Address for Notice:

Xcel Energy
414 Nicollet Mall, 6 th Floor
Minneapolis, MN 55401
Attn: Manager of Siting and Land Rights
Phone: 800-895-4999
Email:

Xcel Energy
401 Nicollet Mall,
Minneapolis, MN 55401
Attn: Legal Department

- (m) Landlord’s Address for Notice:

Ramsey County
121 East 7th Street
Suite 2200
St. Paul, MN 55101
Attn: Director of Property Management

(n) Rent Payment Address:

Ramsey County Property Management
121 East 7 th Street, Suite 2200
St. Paul, MN 55101
Attn: Jean Krueger
Phone: (651) 266-2262
Email: Jean.Krueger@RamseyCountyMN.Gov

(o) “Tenant’s Use”: The Premises shall be used to house Tenant’s communication equipment and for no other purposes.

(p) “Security Deposit”: None.

TERMS

SECTION 1 - PREMISES AND TERM

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease (including the Data Sheet) and for the Term set forth above, the Premises identified above, all subject to the terms and provisions of this Lease set forth herein.

SECTION 2 – POSSESSION

2.1. Acceptance of the Premises. Tenant takes and accepts the Premises in its “as is” condition, and Tenant acknowledges that it has inspected the Premises and accepts it in its present condition 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. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition.

SECTION 3 - RENT

3.1 Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, on the Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term commences on a date other than the first day of a calendar month, Monthly Base Rent for such partial month, as the case may be, shall be obtained by multiplying the number of days in the term within such month by a fraction, the numerator of which is the Annual Base Rent and the denominator of which is 365.

3.2 Additional Rent. In addition to the Base Rent payable by Tenant under the provisions of this Lease, Tenant shall pay to Landlord all Additional Rent as and when the same may become due.

3.3 Tenant’s Personal Property Taxes. 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, and Tenant shall cause such trade fixtures, furnishings, equipment and other personal property 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.

SECTION 4 – [RESERVED]

SECTION 5 – [RESERVED].

SECTION 6 - USE

6.1 Use. The Premises may be used solely for the Permitted Use. Tenant. Tenant: (i) shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and

including compliance with the ADA as set forth in Section 9.3 below (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances, and (iii) shall not use or have any hazardous substances on or about the Premises other than as incidental and is customary in a business office use. Except as may be expressly provided in the Data Sheet, Landlord disclaims any warranty that the Premises or Building are suitable for Tenant's Use. Tenant's use of the Premises shall be subject to the rules and regulations of Landlord for the Building as may be established and adjusted from time to time.

6.2 Access to Building by Tenant. Exhibit B provides a sketch showing the location of the Premises within the Building. Tenant and its employees, agents, guests and permittees shall only enter the Building to access the Premises therein through the main entrance to the Building. Landlord shall provide Tenant with up to four (4) cards for use of the card access for entry to the Building(s) in accordance with Ramsey County policies and procedures for providing card access to its tenants and their employees at locations owned by Ramsey County (including any and all security, initial and periodic background check, and identification requirements of Ramsey County). Cards shall be issued to individuals designated by Tenant, and each such individual shall be subject to and pass all such security, initial and period background checks, and identification requirements, and will be placed on Landlord's registry of access cardholders. Individuals receiving access cards are not permitted to share such cards or transfer them to any other person. Tenant acknowledges and agrees that Tenant shall be in default hereunder if any such sharing, transfer, or other unauthorized use of access cards occurs. Tenant shall notify Landlord immediately in the event any designated cardholder is no longer employed by Tenant so that Landlord can disable such card, and Tenant shall immediately return the card to Landlord. Landlord will provide Tenant with keys to the Premises and any internal locking doors within the Premises.

6.3 Right to Exclude. Landlord reserves the right, without liability to Tenant, to refuse admission to the Building to any person who is not known to any watchman or security personnel in charge, or who is not properly identified, to eject any person from the Building whose conduct may be harmful to the safety and interest of Building tenants, invitees, or the public; and to close any part of the Building during any riot or other commotion where person or property may be imperiled.

SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Tenant shall not install any additional utility services in the Premises and may only connect to electrical or other services provided in the Premises upon the approval of Landlord at Landlord's sole discretion. Tenant shall be responsible for and shall pay for any data and telecommunications services Tenant obtains directly from the provider. Tenant shall, at Tenant's sole expense, complete the janitorial work at the Premises and shall keep the Premises in a good, clean, sanitary and orderly condition. Tenant shall also remove trash, recycling, compost, and debris from the Premises and place in the designated receptacles at the location designated by Landlord for pick-up. Tenant shall be responsible for and shall pay for pest control services within the Premises.

7.2 Landlord's Services. Landlord will provide electric service to the Premises commencing upon the Commencement Date and continuing thereafter until the expiration of the Term of this Lease. Landlord also agrees to furnish, at Landlord's expense, heat during the usual heating season and air conditioning during the usual air conditioning season, all during normal business hours (the Operating Hours) as defined in this Lease, and will provide water and sanitary sewer service to the Building, including rest rooms in the Common Areas.

7.3 No Liability of Landlord. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, repairs, accident, or by any causes beyond Landlord's reasonable control.

SECTION 8 – REPAIRS

8.1 Landlord Repairs. Landlord, at its expense, shall keep the foundations and structure of the Building in good repair, except that Landlord shall not be required to make any such repairs, modifications or

replacements which become necessary or desirable by reason of the negligence, gross negligence or willful misconduct of Tenant, its agents, or employees or the misuse or abuse of the Building or Premises by Tenant, its employees or agents.

8.2. Premises Utility and Telecommunications Lines. Tenant shall, at its sole cost and expense, maintain, repair and replace all electric, utility, data and telecommunication lines exclusively serving the Premises, including all data and telecommunications lines serving and within the Premises. Tenant shall not alter any of the HVAC, plumbing or electrical system within the Premises without Landlord's prior written consent.

8.3 Tenant's Duty of Repair. Tenant shall, during the Term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted, and except for Landlord's obligations as provided in Section 8.1 above. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about the Building or Common Areas, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to the Premises, Building or Common Areas caused by Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Building or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work. Tenant shall permit no waste, damage, or injury to the Premises.

SECTION 9 – ALTERATIONS, SIGNS, NAME

9.1. [Reserved].

9.2. Alterations. Tenant shall not make any improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent. Along with any request for Landlord's consent to, and before commencement of, any such work (the "Work"), and before commencement of or delivery to the Building of any materials to be used in the Work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and except when Landlord, its agent or affiliate is the contractor, an indemnification in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with any such Work to the Premises by Tenant. All Work done by Tenant, its agents, employees, or contractors shall be done in such a manner as to avoid labor disputes. Tenant shall pay the cost of all such Work, and also the cost of painting, restoring, or repairing the Premises and the Building and/or Common Areas occasioned by such Work. Upon completion of the Work, Tenant shall furnish Landlord with contractor's sworn affidavits and full and final waivers of liens, or receipted bills covering all labor and materials expended and used. The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of the Building or Common Areas, or the use of the Building or any premises therein by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and materialmen so as to avoid the possibility of a lien attaching to the Premises. In the event any such lien is filed or notice thereof given to Tenant, Tenant shall, within twenty-four (24) hours of filing of notice, receipt of the lien or notice thereof, give Landlord notice of such lien and Tenant shall, within ten (10) days after the earlier of receiving notice of the lien or the filing of the lien, discharge such lien by payment of the amount due or by providing security guarantying payment the amount due the claimant and in such form and amount as Landlord determines is sufficient in Landlord's sole discretion. Landlord may, at its option, require Tenant to demonstrate its ability to pay for the Work, or require Tenant to

furnish such bonds or other security satisfaction of such Work free and clear of all mechanic's and materialmen's liens. Landlord shall have the right to post the Premises in accordance with Minn. Stat. §514.06. Nothing in this Lease shall be construed as consent on the part of the Landlord so as to subject the Landlord's estate in the Premises, or any of the Property, to any lien or liability under the lien laws of the State of Minnesota.

9.3 ADA. Tenant hereby acknowledges and agrees that it is aware of the requirements set forth in the Americans with Disabilities Act, 42 U.S.C. Secs. 12101-12213 (the "ADA") and warrants that all construction done by Tenant in connection with the terms and conditions of this Lease shall be in compliance with the requirements of the ADA as may be amended from time to time. If the Landlord grants its consent to proposed changes to be made by the Tenant in the Premises, the granting of such consent by the Landlord will not mean that Tenant's proposed changes necessarily comply with the ADA; the question of compliance is Tenant's responsibility. Tenant shall hold Landlord harmless and shall protect and defend Landlord in any cause of action brought against Landlord or to which Landlord is a defendant, arising out of alleged violations of the ADA, wherein, by the provisions of this Lease, Tenant was obligated to and failed to comply with any provision of the ADA.

SECTION 10 - RELEASES AND INDEMNITY

10.1 Tenant's Indemnification. Tenant agrees to indemnify Landlord, its officials, employees, and agents, harmless against and from any and all liability claim, loss, cost, damages, expense or action, by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's occupancy or use of the Premises or Property, the execution, performance, or breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence, gross negligence or willful misconduct on the part of Tenant, or its agents, contractors, employees, licensees, or invitees, or arising from any accident, injury or damage to the extent caused by Tenant, its agents, or employees, to any person, firm or corporation (or similar entity) occurring during the Term of this Lease, in or about the Premises or Property, and from and against all reasonable costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding which may be brought thereon; and in case any action or proceeding be brought against Landlord, its officials, employees or agents by reason of any such claim.

10.3 Tenant's Liability. All property in the Building or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof.

SECTION 11 – INSURANCE

11.1 Tenant's 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 subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions any one of them may be liable. Tenant shall secure the following coverages and comply with all provisions noted below. Certificates of Insurance shall be issued evidencing such coverage to 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 Building.
- 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. Tenant agrees that it will look to its own

property insurance for reimbursement for any loss and shall have no rights of subrogation against Landlord.

(b) Commercial General Liability Insurance.

i. Amounts

1. \$1,500,000 per occurrence.
2. \$2,000,000 general aggregate.
3. \$2,000,000 products/completed operations total limit
4. \$1,500,000 personal injury and advertising liability
5. \$5,000 per person medical payment.
6. \$100,000 fire/legal.

ii. The 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.

Automobile Insurance

(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

(d) All certificates of insurance shall provide that the insurance company give Landlord thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

This Section 11 of this Lease establishes 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.

- a. Certificates of insurance must indicate if 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 Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.
- b. Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- c. Certificates 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, and shall not be less than an A.

SECTION 12 – FIRE OR OTHER CASUALTY

12.1 Total or Partial Destruction. If the Building or Premises is totally or substantially destroyed by any fire or other casualty and Landlord elects not to repair or restore the Building or Premises, as applicable, this Lease shall terminate and Landlord and Tenant shall have no obligations to each other effective as of the date of the damage or destruction. Landlord shall provide Tenant with notice of its election hereunder within 180 days of the date of the damage or destruction. In the event that Landlord elects to repair or restore the Building or Premises, the Rent shall abate until the Premises or equivalent space is delivered to Tenant in such condition that Tenant may resume Tenant's Use therein, except that if the damage or destruction occurs when the remaining length of the Term is six (6) months or less, this Lease shall automatically terminate. If Landlord elects to repair or restore the Building or Premises, as applicable, Landlord's obligation to repair or rebuild as proved in this Section 12 of this Lease shall exclude, and in no event shall Landlord be required to repair or replace, Tenant's personal property, leasehold improvements, or fixtures, furniture, furnishings or floor coverings and equipment of Tenant or installed by Tenant.

SECTION 13 - EMINENT DOMAIN

13.1 Total Taking. If the whole or any part of the Premises shall be taken under the power of eminent domain or purchased in lieu of condemnation thereof, then the Term of this Lease shall terminate as of the day possession shall be taken and the Rent shall be paid up to that date.

13.2 Award. 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.

SECTION 14 - ASSIGNMENT AND SUBLETTING

14.1 Limitation on Assignment/Subletting. Tenant shall not assign, sublease, mortgage, pledge or in any manner transfer this Lease or any interest therein, or the Premises or any part or parts thereof, nor permit occupancy by anyone without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Consent by Landlord to one or more assignments, sublettings or other transfer of the Premises or this Lease shall not operate as a waiver of Landlord's rights under this Section. No assignment shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights hereunder. If Tenant, or its permitted assignee, subtenant or successor is a corporation, partnership, limited liability company, or other entity, any transfer of the controlling interests in Tenant shall be deemed to be an assignment requiring Landlord's consent. The acceptance of Rent from someone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or as consent to any assignment or subletting of the Premises.

14.2 Effect of Bankruptcy on Assignment. Neither this Lease nor any interest therein, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

SECTION 15 - ACCESS TO PREMISES

15.1 Landlord Access. Tenant shall provide Landlord with a key to the Premises. Landlord shall have the right to enter upon the Premises immediately in the event of emergency and during all Operating Hours for the purpose of inspecting the same or of maintaining or making repairs, additions or alterations thereto or to the Building. Landlord shall not be liable to Tenant in any manner for any expense, loss, or damage by reason thereof, nor shall exercise of such rights be deemed an eviction or disturbance of Tenant's use or possession of the Premises. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises and serving other parts of the Building in locations which will not materially interfere with Tenant's use of the Premises. Nothing herein shall be construed as imposing any obligation on Landlord to perform any maintenance or make any repairs, alterations or improvements that are the obligation of Tenant. Landlord shall use commercially reasonable efforts not to interrupt Tenant's operations in the Premises during such periods of entry permitted pursuant to this Section 15.1.

SECTION 16 – DEFAULT OF TENANT AND REMEDIES

16.1 Events of Default. Any one of the following events shall constitute an “Event of Default”:

- (a) Tenant shall fail to pay any monthly installment of Rent, or timely pay any Rent or any monies due from Tenant to Landlord, and such default shall continue for a period of ten (10) days after the due date;
- (b) 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

Tenant receives written notice from Landlord, except that if such default cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Tenant is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed ninety (90) days.

(c) Tenant shall have filed a petition in bankruptcy or for reorganization or for the appointment of a receiver or trustee for it or its property, or any similar petition, or shall have made an assignment for the benefit of creditors, or an order for relief shall have been entered in any proceeding under the Federal Bankruptcy Code in which Tenant is named as debtor and such petition is not vacated or withdrawn within sixty (60) days after the date of filing thereof.

(d) Any involuntary petition of the type or similar to those referred to in Section 16.1 of this Lease shall have been filed against Tenant and shall not be vacated or withdrawn within sixty (60) days after the date of filing thereof.

(e) Tenant shall have abandoned the Premises for 60 consecutive days.

16.2 Right of Landlord to Terminate the Lease. 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 16.2.

16.3 Right of Tenant to Terminate the Lease. Tenant may, at its sole option, with ninety (90) days written notice to Landlord, terminate this Lease for any reason. If Landlord is in default of the Lease Tenant may terminate the Lease effective at the date of default.

16.4 Repossession. 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 summary proceedings, ejectment, or otherwise, and may remove Tenant and all other persons and property from the Premises at Tenant's sole cost and expense.

16.5 Reletting. 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 re-let 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 Lease Term) and on such provisions (which may include concessions or free rent) and for such uses as Landlord, in its absolute 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 re-letting.

16.6 Obligations of Tenant. No termination of this Lease pursuant to Section 12 and no Repossession of the Premises pursuant to Section 16.4 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 re-let, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, including interest, late fees, and thereafter, until the end of what would have been the Lease Term in the absence of such termination or Repossession, Tenant shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the 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 16.5 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.

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

16.8 Remedies upon Bankruptcy. If this Lease shall terminate by reason of the filing of a bankruptcy petition, as set forth in Section 16.1(c) above, Landlord shall be entitled, notwithstanding any other provisions of this Lease or any present or future law, to recover from Tenant or Tenant's estate (in lieu or the equivalent of the amount of all rent unpaid at the time of such termination) as damages for loss of the bargain, and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the then present worth of the aggregate of the Rent and other charges payable by Tenant hereunder that would have accrued for the balance of the Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of the initial term or any renewal term, as the case may be, unless any statute or rule of law prohibits such remedy. Nothing herein contained shall limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved whether or not such amount be greater, equal to, or less than the amount of the excess of the then present worth of the Rent and all other charges reserved herein over the then present worth of the fair market rents and all other charges, referred to above.

16.9 Right of Landlord to Cure Default by Tenant. In the event of any breach hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, the sum or sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, from the date of payment thereof, shall be deemed to be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

16.10 Setoff. Notwithstanding any provision of this Lease to the contrary, Tenant shall not be relieved of liability to Landlord for damages sustained by the Landlord by virtue of any breach of this Lease by Tenant. Landlord may withhold any payment to Tenant for the purpose of setoff until such time as the exact amount of damages due the Landlord from Tenant is determined.

16.11 Landlord's Default. The failure of Landlord to observe, perform, or comply with any term or condition of this Lease within thirty (30) days after written notice from Tenant to Landlord shall constitute a default and breach of the Lease by Landlord ("Landlord's Default"); provided that in the event the cure of such failure reasonably requires more than thirty (30) days to complete, then there is no Landlord's Default if Landlord promptly commences the cure of such failure within the thirty (30) day period and, thereafter, diligently pursues the cure to completion. In the event Landlord discontinues Landlord's pursuit of a cure of the default and thereafter fails to cure the default within sixty (60) days after written notice from Tenant to Landlord notifying Landlord that Landlord has discontinued Landlord's pursuit of a cure, then such failure shall constitute a Landlord's Default. In the event of a Landlord's Default, Tenant shall be entitled to any remedies available at law or in equity and Section 16.3.

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

17.1 Surrender. At the expiration of the Term, whether by lapse of time or otherwise, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable insured casualty excepted. If the Premises are not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for payment of Rent.

17.2 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 one-hundred fifty percent (150%) 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.

17.3 Removal of Alterations. Upon the expiration of the Lease Term, whether by lapse of time or otherwise, if Landlord so requires in writing, Tenant shall promptly remove any alterations, additions, improvements and fixtures other than trade fixtures placed in the Premises by Tenant and designated in said request, and repair any damage occasioned by such removals at Tenant's expense, and in default thereof, Landlord may affect such removals and repairs, and Tenant shall pay Landlord the cost thereof, with interest at the rate of twelve percent (12%) per annum, or the highest rate permitted by law, whichever is less, from the date of payment by Landlord.

SECTION 18 – SUBORDINATION

18.1 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages that may be now or hereafter be placed upon the Property and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof. Tenant shall execute and deliver whatever instruments as requested by the mortgagee as may be required for the above purposes, and failing to do so within ten (10) days after demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

18.2 Attornment. Tenant shall, upon demand, in the event any proceedings are brought for the foreclosure of, or in the event of an exercise of a power of sale under any mortgage, or other financing instrument made by Landlord covering the Premises, in writing to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease provided that such purchaser shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default beyond the period allowed for cure hereunder.

SECTION 19 - NOTICES

Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. Notice shall be deemed effective upon receipt by either party when actually delivered to the party and if delivered by registered or certified mail upon deposit in the U.S. mail (and if more than one method is used, the earlier of the two).

SECTION 20 - ESTOPPEL STATEMENTS

Within ten (10) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Property or any part thereof, or to Landlord,

certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

SECTION 21 - QUIET ENJOYMENT

Landlord covenants that it has full right and authority to enter into this Lease for the full Term hereof. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy quiet possession of the Premises. Landlord warrants that there are no easements, restrictive covenants or rights granted to parties other than Tenant that limit Tenant's use of the Premises for Tenant's Use as long as Tenant uses the Premises in accordance with the terms and conditions of this Lease.

SECTION 22 – RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Lease is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting Tenant as the agent or employee of Landlord for any purpose or in any manner whatsoever. Tenant, its employees, agents, and its representatives are not employees of Landlord.

SECTION 23 – DATA AND AUDIT

23.1 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, 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. Tenant 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.

23.2 Audit. If required by statute, 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 the performance of Tenant's obligations under this Lease.

SECTION 24 – WASTE REDUCTION

Tenant shall participate in Landlord's recycling program for at least four broad types of recyclable materials, including compostable materials, and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Lease shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

SECTION 25 – OTHER GENERAL

25.1 Equal Employment Opportunity. Tenant will comply with the provisions of Minn. Stat. 181.59 and agrees:

- 1) that in the hiring practices for the performance of any work under this Lease, or any subcontract, will not by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform work to which the

- employment relates;
- 2) that Tenant will not, in any manner, discriminate against, intimidate, or prevent the employment of any person or persons or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under this Lease on account of race, creed, or color;
 - 3) that a violation of this section is a misdemeanor; and
 - 4) that this Lease may be canceled or terminated by Landlord, and all money due or to become due under this Lease may be forfeited for a second or any subsequent violation of the terms or conditions of this Lease.

25.2 Prevailing Wage. 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 evidence adequate 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. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost value of over \$25,000. 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 §177.42. Pursuant to Minnesota Statutes §§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 as 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 for which Ordinance No. 2013-329 requires that the Prevailing Wage Rate must be paid 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 Landlord, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages."

25.3 Respectful Workplace and Violence Prevention. Tenant shall make all reasonable efforts to ensure that the Tenant's employees, officials, 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.

25.4 Debarment. Tenant acknowledges that Ramsey County has enacted Ordinance 2013-330, Ramsey County Debarment Ordinance, that prohibits Landlord from contracting with contractors who have been debarred or suspended by the State of Minnesota or by Ramsey County, and that Tenant shall not use any contractor for any or other work in or about the Premises who has been debarred or suspended by the State of Minnesota or by Ramsey County.

25.5 Cumulative Remedies and Non-Waiver. The various rights and remedies contained in this Lease shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. The acceptance by the Tenant and Landlord of any non-conforming performance or fulfillment of conditions or obligations under the terms of this Lease or the foregoing by the Tenant or Landlord of any of the rights or remedies arising under the terms of this Lease shall not constitute a waiver of Landlord's or Tenant's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Lease. The rights and remedies of the Landlord and Tenant provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

25.6 Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

25.7 Binding Effect of Lease. The covenants, and agreements contained in this Lease, shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

25.8 Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 26.8 shall not operate to excuse Tenant from prompt payment of Base Rent or other monetary payments required by the terms of this Lease.

25.9 Acceptance of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy provided in this Lease.

25.10 Brokerage. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as stated below, and each of the parties agrees to indemnify the other against and hold the other harmless from, all liabilities arising from any such claim for which such party is responsible.

25.11 Unenforceability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

25.12 Compliance with Law. Tenant agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Tenant's performance of the provisions of this Lease. It shall be the obligation of Tenant to apply for, pay for and obtain all permits

and/or licenses required by any governmental agency for Tenant to be able to operate its business and provide any services to be provided by Tenant.

25.13 Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Lease shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

25.14 Execution of Lease by Landlord and Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and Tenant. This Lease constitutes the entire agreement between the parties and supersedes all prior oral and written agreements regarding the subject matter hereof, and this Lease may be modified or altered only by an agreement in writing between Landlord and Tenant and no act or omission of any employee or agent of Landlord or of Landlord's broker, if any, shall alter, change or modify any of the provisions of this Lease unless an alteration, variation, modification or waiver of or provisions of this Lease is reduced to writing and duly signed by both parties.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

Ramsey County

By: _____

Name: Rafael Ortega

Title: Chair, Ramsey County Board of Commissioners

Recommended for Approval by:

Jean Krueger

Jean Krueger

Director, Ramsey County Property Management

Approved as to form:

Kathleen Ritter

Assistant County Attorney

TENANT:

NORTHERN STATES POWER COMPANY a Minnesota corporation

By: Peter D. Gitzen

Print Name: Peter D. Gitzen

Title: Senior Manager Siting & Land Rights

Xcel Energy Services Inc. an Authorized Agent
for Northern States Power Company, a Minnesota
corporation d/b/a Xcel Energy.

Exhibit A
LEGAL DESCRIPTION OR PID OF THE PROPERTY

Ramsey County PID 062822120058

Exhibit B

DEPICTION OF PREMISES

[SHOWN IN RED]

