

**AMENDED AND RESTATED  
LEASE AGREEMENT**

THIS AGREEMENT, is made effective as of the 1st day of January, 2020, (“**Effective Date**”) by and between RAMSEY COUNTY, a political subdivision of the State of Minnesota (“**Ramsey**”); REGIONS HOSPITAL, a Minnesota non-profit corporation (“**Regions**” or “**Landlord**”); and GILLETTE CHILDREN’S SPECIALTY HEALTHCARE, a Minnesota non-profit corporation (“**Gillette**” or “**Tenant**”).

RECITALS

WHEREAS, under a Lease Agreement dated January 1, 1992, as amended and restated in that certain Amended and Restated Lease dated April 3, 2018 (the “**Prime Lease**”), Ramsey has leased to Landlord the land and certain pre-existing buildings and improvements constituting portions of the Regions Hospital and Gillette Children’s Specialty Healthcare complex in St. Paul, Minnesota on property generally described as being bounded by University Avenue, Jackson Street and the I-35 frontage road (“**Hospital Complex**”); and

WHEREAS, Landlord and Tenant have each made numerous capital improvements, betterments and additions to their respective areas of the Hospital Complex; and

WHEREAS, Landlord’s rights under the Prime Lease are subject to the rights of Tenant under the former “Blue Tile” and “Brown Tile” leases, which have been amended, extended and restated under that certain Amended and Restated Hospital Lease, effective as of January 1, 2002, by and among the Landlord and Tenant (the “**Main Gillette Lease**”), which Main Gillette Lease the County has consented to; and

WHEREAS, the terms of agreement and premises and parking rights covered by the Main Gillette Lease have been amended by various agreements and amendments between the parties, specifically:

- the Space Lease effective January 1, 2005, which added certain space in the Regions Hospital radial commonly known as “4E” to Gillette’s Leased Premises; and
- the First Amendment effective July 1, 2007, which terminated the January 1, 2005 Space Lease and addressed planned expansion and other adjustments to the Leased Premises; and
- the Second Amendment effective October 28, 2010, which added certain temporary space known as “7 West” to the Leased Premises; and
- the Third Amendment effective October 1, 2013, which added certain temporary space known as “7 South” to the Leased Premises; and
- the Fourth Amendment effective November 1, 2016, which amended Gillette’s parking rights to spaces in the West Ramp; and
- the Fifth Amendment effective May 2, 2018 which extended the lease term on the 7 South and 7 West temporary premises,

(Collectively, the “**Amendments**”)

WHEREAS, the parties desire to restate the lease arrangements between them, in this Amended and Restated Lease Agreement (hereinafter the “**Lease**”) for clarity.

NOW THEREFORE, for good and valuable consideration, the receipt of which each party hereby acknowledges, the parties hereby agree as follows:

**I. LEASED HOSPITAL PREMISES**

- a. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following Premises depicted on the attached Exhibit A (including reasonable rights of access and egress thereto), which, in the aggregate, comprises **164,833 total rentable square feet** plus appurtenant use rights:

<u>Location</u>	<u>Rentable Square Feet</u>
Building 1, Floor 3	5,309
Building 1, Floor 4	42,413
Building 5, Floor 1	1,552
Building 5, Floor 4	35,021
<u>Building 5, Floor 5</u>	<u>1,000</u>
<b>Total “Area A”</b>	<b>85,295</b>
Building 1, Floor 3	23,350
Building 1, Floor 4	14,167
Building 1, Radial 7W	7,326
<u>Building 5, Floor 3</u>	<u>28,257</u>
<b>Total “Area B”</b>	<b>73,100</b>
Building 1, Radial 7S	<b>6,438</b> (the “ <b>7 South Premises</b> ”)

- b. Tenant shall have the exclusive right to use and possess Area A and Area B during the Term (as defined below) and the 7 South Premises during the 7 South Premises Term (as defined below). The term “Premises” includes all improvements and fixtures constructed on or incorporated into the Premises. The portion of the Premises described above as Area A, Area B, and 7 South Premises shall be collectively known as the Tenant’s “**Premises**” or the “**Leased Premises**”.
- c. Tenant shall have a non-exclusive right and license for itself and its agents, employees, doctors, patients, visitors, and invitees to use all common areas and common facilities of the Hospital Complex that are depicted on the attached Exhibit B (“**Common Areas**”) as the same are established and may be reconfigured from time to time by Landlord, for their respective intended purposes in common with Landlord and its tenants, subtenants, vendors, licensees, concessionaires, agents, employees, doctors, patients, visitors and invitees (the “**Common Area Rights**”). Common areas do not include those areas and/or facilities used exclusively by the Landlord for the operation of its business. Whether or not shown on the applicable

exhibit attached hereto, Common Areas also include, but are not limited to: reception areas, gift shops, entrances (when open to the public and employees) directory listings, sidewalks, elevators, hallways, service corridors, disposals and incinerators, truckways, loading docks, delivery areas, landscaped areas, public restrooms and comfort stations, cafeterias, roadways, streets, driveways, access and interior roads and parking areas and facilities, including the West Ramp.

- d. The parties have agreed that as of the Effective Date, the facilities in the Hospital Complex are comprised of approximately 845,831 rentable square feet, and the interior Common Areas in the Hospital Complex comprises approximately 84,627 square feet, for a “common area factor” of 10.00%.
- e. Tenant and Landlord may, by mutual agreement, at any time make minor adjustments or revisions to the size, rentable area or other calculations regarding the Premises, the Hospital Complex, the Common Areas, common area percentages, Common Area Rights, the West Parking Ramp, West Parking Rights, or other related descriptions, measures or use rights, without the need for signature by Ramsey, except when such a revision specifically relates to or affects a provision of this Lease relative to which Ramsey has an obligation to the State of Minnesota arising out of the State’s conveyance of Gillette-related facilities to Ramsey, or the State’s 2001 grant to Ramsey for Gillette’s benefit. An addendum or amendment to the Lease covering such a topic, signed by Tenant and Landlord, will be sufficient to effect and memorialize any such allowed adjustment or revision.

## **II. WEST PARKING RAMP**

- a. **Rights.** Tenant shall have the right and license for itself and its designees to use that part of Levels D and E of the West parking ramp (“**West Ramp**”) of the Hospital Complex consisting of 169 stalls, more or less (the “**West Parking Rights**”) in which Tenant shall have the sole right of control in accordance with the terms of this Lease, subject to reasonable rules and regulations promulgated from time to time by the Landlord applicable to the entire West Ramp and adjacent areas. Notwithstanding the foregoing, if at any time any part of the West Ramp must be temporarily closed down or restricted for environmental, engineering, safety, building or fire code, insurance, maintenance and repair, re-equipping or similar reasons (collectively, “**Safety and Legal Reasons**”), Tenant’s West Parking Rights may, after reasonable notice to and consultation with Tenant, be equitably diminished or temporarily suspended by Landlord during such closure or restriction period pursuant and subject to the applicable provisions of this Lease. However, in the event Landlord diminishes or temporarily suspends Tenant’s West Parking Rights as stated in this section due to Safety and Legal Reasons that are within Landlord’s control, Landlord agrees to take reasonable action to mitigate the impact to Tenant, including but not limited to: providing Tenant with access to as many spaces needed which Landlord may have in other parking ramps based on available capacity in such ramps at the relevant time.

- b. **Management.** Landlord shall manage, or cause to be managed, the West Ramp where Tenant has its West Parking Rights. Landlord's managerial rights and responsibilities with respect to the West Ramp shall be those normally associated with the management of a parking ramp, including but not limited to, computer entry and monitoring of control cards issued, collecting short term (hourly or daily) parking revenues and exit polling of users, paying expenses, providing utilities, hiring and overseeing personnel or contracting for operation of the parking ramp, maintenance and repair, janitorial services, obtaining supplies, and safety of parking ramp personnel, parkers, and personal property. Each party shall issue control cards, establish rates, and bill and collect from its own monthly parkers. Tenant shall have the right to establish parking policy in its West Parking Rights areas regarding permitted parkers, the mix of parking available to doctors, staff and patients, monthly, or short term parking rates, and similar matters, which matters shall not be considered within the management prerogative of Landlord, and Tenant shall have the right, in its sole discretion and at its expense, to discount short term ramp rates to or subsidize one or more classes of parkers in their respective areas of the West Ramp. Each month, unless otherwise agreed to by Landlord and Tenant, Landlord shall provide Tenant with an accounting of any short term parking ramp revenue in the West Ramp for the month divided between Landlord and Tenant together with payment of Tenant's share of such short term parking ramp revenue indicated by the accounting. Tenant shall have the right to review and approve the accounting work materials.
- c. **Payment.** Each month, unless otherwise agreed by Landlord and Tenant, Landlord shall submit to Tenant for payment a statement of Tenant's share of the West Ramp's maintenance and operating costs (as provided in the applicable section of the shared services agreement between Landlord and Tenant) for the month. The method of presentation and formulas for determining Tenant's allocable charges for parking ramp operations and maintenance will be determined according to the shared services agreement then in place between the parties. To the extent that Tenant is responsible for paying costs due under this section of the Lease which are also due under the shared services agreement then in place between Landlord and Tenant for the same services or materials, Tenant shall not be liable for duplicate payments.
- d. If Tenant's West Parking Rights are temporarily denied or diminished for Safety or Legal Reasons, and if such actions in Tenant's reasonable judgment create a parking shortage for Tenant, Landlord and Tenant agree that, until Tenant's West Parking Rights are fully restored, Landlord will, as its first priority, to the extent possible and taking into account the simultaneous parking needs of the Landlord, designate parking spaces elsewhere on the Hospital Complex grounds sufficient to meet the reasonably expected patient and/or visitor requirements of the Tenant (but not to exceed, in the aggregate, the West Parking Rights). And, Landlord will, as its second priority, cooperate with Tenant to seek sufficient parking near, or served by shuttle bus to, the Hospital Complex to handle Tenant's and Landlord's reasonably expected employee and overflow parking needs (including residual

patient and/or visitor parking which cannot be accommodated on the Hospital Complex). Landlord and Tenant agree to negotiate in good faith an equitable cost-sharing arrangement between them to cover the out-of-pocket costs of any such alternate parking arrangements, taking into account all relevant facts and circumstances giving rise to the temporary closure, and if the circumstances warrant, Landlord may charge an equitable rent to Tenant for parking spaces designated for use by Tenant's patients and/or visitors under the preceding sentence.

- e. If Tenant occupies an additional 8 spaces in excess of its allotted spaces under the West Parking Rights for more than 5 days within a 2-week period, Landlord will notify Tenant of such overuse. If following receipt of notice, such overuse continues for an additional period of 5 days within a second 2-week period, Landlord will charge Tenant, and Tenant will pay Landlord, \$50.00 per excess space for that overuse. If Tenant thereafter occupies an additional 8 spaces in excess of its allotted spaces under the West Parking Rights for more than 5 days within a third 2-week period, Landlord will again notify Tenant of such overuse ("**Final Notice**"). If following receipt of the Final Notice, such overuse continues, Landlord will charge Tenant, and Tenant will pay Landlord, \$75.00 per excess space for each overuse during any period 5 days within a 2-week period during the remainder of the Term.
- f. Tenant may elect to reduce the number of allotted spaces, including reducing to 0, by providing Landlord not less than thirty (30) days prior written notice. Upon receipt of such notice, Landlord shall ensure that Tenant's monthly invoices for maintenance and operating costs as described in section c above are adjusted accordingly.

### **III. TERM AND TERMINATION**

- a. **Term.** Except as otherwise provided herein, the term of this Lease is for a period of twenty-one (21) years commencing on **January 1, 2020** and expiring on **December 31, 2040** (the "**Term**"). The term of the lease for the 7 South Premises (the "**7 South Premises Term**") will commence on January 1, 2020 and expire on September 30, 2020, at which time the 7 South Premises shall revert back to Landlord.
- b. **Option to Renew.** Tenant shall have two successive options (each, a "**Renewal Option**") to renew the Lease with respect to all, or any part of the Premises other than the 7 South Premises. The first Renewal Option shall be for an additional term (the "**First Renewal Term**") of fifteen (15) years, commencing on the date immediately after the expiration date of the Term, and the second Renewal Option shall be for an additional term (the "**Second Renewal Term**") of fifteen (15) years, commencing on the date immediately after the expiration of the First Renewal Term, each Renewal Option subject to the following terms and conditions:

- i. Tenant gives Landlord not less than 12 months' prior written notice of its election to exercise the Renewal Option; and
- ii. Tenant is not in default under this Lease beyond any applicable cure period either on the date Tenant exercises the Renewal Option or on the commencement of the First Renewal Term or Second Renewal Term, unless waived in writing by Landlord.
- iii. The Premises subject to renewal for the Second Renewal Term shall be only those parts of the Premises actually renewed during the First Renewal Term.

If Tenant exercises the Renewal Option, all terms and conditions of the Lease will be applicable to the First and Second Renewal Term, except that: (1) The Rent for the applicable Renewal Term will be the Market Rate as determined by the process described in Exhibit C, or the rate last payable by Tenant during the preceding Term, whichever is greater; (2) If the remaining term of the Prime Lease between Ramsey and Landlord at the time Tenant exercises the Renewal Option is less than ten (10) years, then the applicable Renewal Term shall be the remaining term of the Prime Lease; and (3) Tenant agrees to accept the Premises in an as-is condition on the commencement date of the applicable Renewal Term and Tenant will not be entitled to any credit or allowance from Landlord for the improvement thereof.

If Tenant exercises the Renewal Option, Landlord and Tenant will execute and deliver an amendment to this Lease reflecting the lease of the Premises by Landlord to Tenant for the applicable Renewal Term on the terms provided above.

- c. **Early Termination.** Notwithstanding any provision herein to the contrary, this Lease shall be terminable prior to the end of the Term: (1) by Tenant, if it permanently vacates the Premises (or with respect to any part of parts of Premises if it permanently vacates such part of parts) and gives at least 180 days prior written notice to Landlord of such permanent vacation; (2) by Landlord or Tenant, if Tenant ceases to provide services as specified in Section VI; or (3) upon mutual agreement of the parties. In the event this Lease so terminates in whole or in part, Regions shall be entitled to the possession of that part of the Premises to which the termination applies, and all obligations of the parties to one another as they related to that part of the Premises to which termination applies, except for rentals and obligations accrued prior to the effective date of termination, shall cease. Provided, however, that if the Lease is terminated by Tenant, Tenant will remain obligated for continued payment of the heating, cooling and electricity portion of the operating expense charge for the terminated space for so long as the space remains unoccupied, or three (3) years, whichever is less.

#### **IV. BASE RENT**

- a. Base Rent shall be comprised of two elements. The first element shall relate to the rentable square footage of the Premises. The second element of base rent shall relate to Tenants Common Area Rights.

- b. Tenant shall pay to Landlord as base rent for the Premises, in advance on the first day of each calendar month of the Term of this Lease, without deduction, offset, prior notice or demand, in lawful money of the United States, the amounts set forth herein, beginning January 1, 2020.
- c. Annual base rent for calendar year 2020 shall be \$1,299,413.64, payable in equal monthly installments of \$108,284.47. Base rent payable in 2020 is based on the rates below (and \$0.00 per square foot on areas built out by Tenant or its predecessors), less any outstanding credits, plus \$8.78 for Tenant's allocable share of additional square feet representing the Common Areas, calculated pursuant to the following formula:

**BASE RENT – 2020**

Rentable Square Feet (Area A and Area B)	=	158,395 rsf @ \$19.53 per rsf (less credits and prepayments)
7 South Premises	=	6,438 rsf @ \$22.00 per rsf (less credits and prepayments)
Tenant's Common Area Rights	=	16,483rsf @ \$8.78 per rsf (less credits and prepayments)

- d. The parties acknowledge that Tenant has prepaid rent for the portion of the Premises known commonly as 4E, which contains approximately 8,670 rentable square feet.
- e. Effective on January 1, 2021 and on each January 1 thereafter, the per square foot base rent rate shall be increased or decreased annually by a percentage equal to the percentage change during the last calendar year (calculated by measuring the percentage change during the preceding year of August 1 through July 31) of the Consumer Price Index, All Urban Consumers, U.S. or whatever reasonably comparable, substitute index may then be in use (hereinafter, in either case, the "CPI-U").

**V. OPERATING EXPENSES (Including Real Estate Taxes and Assessments)**

- a. For such period as this Lease is in effect, Landlord does hereby agree to furnish to Tenant in the Premises such heating, ventilating, air conditioning, hot and cold water, sewer and electricity, medical waste disposal, sprinklers, smoke detectors and fire alarms, as may be reasonably required from time to time by Tenant for the Premises, subject to shortages and interruptions beyond the Landlord's control.
- b. In addition to the Base Rent described above, Tenant agrees to pay to Landlord on the first day of each month in advance during the Term of this Lease, an "**Operating Expense Charge**" that represents Tenant's allocable share of all Landlord incurred

expenses relating to operating, maintaining and making necessary replacement in the Hospital Complex, including but not limited to the costs for heating and cooling, utilities, insurance, security, repairs, maintenance, services, equipment, supplies, common area costs, annual installments of special assessments (of which Landlord has provided Tenant with advanced written notice), the allocated portion of capital improvements used to increase energy efficiency or help reduce operating costs, and management costs and costs of wages of personnel who supply services, and all other costs related to operating and maintaining the Leased Premises, to the extent such services are provided by the Landlord to or for the benefit of the Leased Premises and/or the Common Areas. Landlord shall provide Tenant with itemized documentation detailing these expenses, including detail regarding any reduction in utility costs resulting from alterations or improvements related to energy efficiency if such detail is available to Landlord. Landlord may increase, decrease, and otherwise alter and reconfigure the location, size layout, functions, and appearance of the Common Areas of the Hospital Complex from time to time in its sole and reasonable discretion, taking into account the operations of Tenant and providing Tenant with notice thereof.

- c. The square footage figure to be used for determining Tenant's allocable share of the Operating Expense Charge under this section is the full rentable square footage occupied as, and allocated to, the Leased Premises plus the additional square footage allocated to Common Area Rights as the same may be adjusted from time to time (a total of 181,316 sq ft as of the effective date of this Lease).
- d. The parties agree that for the period from January 1 through December 31, 2020, the Operating Expense Charge is based on a cost of \$8.78 per square foot of the Premises, less any prepayments or credits, for a total annual operating expense charge of \$1,591,954.48, payable in monthly installments of \$132,662.87.
- e. The parties agree to re-negotiate the Operating Expense Charge as required based on actual cost figures every five years, for application starting in 2022. In all other Lease years, the Operating Expense Charge will be increased or decreased annually, by a percentage equal to the percentage change during the last calendar year (calculated by measuring the percentage change during the preceding year of August 1 through July 31) of the CPI-U. The Operating Expense Charge may be further increased or decreased annually by mutual written agreement of the parties, to reflect documented changes in energy costs for that portion of the Operating Expense Charge which both parties agree are energy related, and further adjusted to account for increased or decreased allocations of rentable square feet. Landlord will notify Tenant at least ninety (90) days in advance of capital improvements as referenced in subsection (b) when the portion allocable to Tenant is expected to exceed \$100,000 over the life of the recovery period. When the capital improvement may have an impact upon the operations of Tenant, regardless of the amount of the expected portion allocable to Tenant, Landlord will ensure Tenant has sufficient notice of and input in the planning, design, construction and/or other work as related to such capital improvement.

## **VI. USE**

- a. The Premises may be used and occupied by the Tenant for any lawful purpose related to medical or surgical treatment of children or adults including, but not limited to: inpatient care; outpatient care; inpatient and outpatient surgery; respite care; ancillary services; research; education; conference rooms and meeting areas; business office functions; and any other functions that support the Tenant's operations.
- b. Unless otherwise agreed by the Landlord, Tenant may only transfer the leasehold interest created by this Lease to a successor nonprofit corporation into which Tenant may merge, a nonprofit corporation of which Tenant may become a subsidiary, or a nonprofit corporation that may be formed by Tenant and another nonprofit corporation, or Ramsey.
- c. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters, the Joint Commission, or other similar or successor bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises or West Parking Rights area. Landlord shall, at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters, the Joint Commission, or other similar or successor bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Hospital Complex except for Tenant's obligations hereunder.
- d. Ramsey and Landlord acknowledge that portions of the Premises and certain aspects of Tenant's operations therein are unique, and that Tenant's patients have few other options for treatment if the unique aspects of Tenant's operations in the Premises were interrupted for any unnecessary reason. Accordingly, Landlord agrees that, for so long as Tenant is not in default hereunder, it will operate and maintain the portion of the Hospital Complex which directly supports or provides access to the Premises in a manner in which minimizes, to the extent practical under the circumstances, any interruption of Tenant's unique operations in the Premises. And, Ramsey agrees that, for so long as Tenant is not in default hereunder, it will take no action that would interrupt Tenant's ability to continue to operate effectively on the Premises.

## **VII. MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS**

- a. **Tenant Maintenance Responsibilities.** During the Term of this Lease, Tenant shall keep in good order, condition and repair, the Premises and every part thereof under lease, both structural and nonstructural elements, and Tenant's signs located throughout Regions Hospital, ordinary wear and tear and damage which could be covered by standard fire and extended coverage insurance whether or not caused by the negligence of Tenant, its employees or agents, excepted. Tenant's obligation with respect to structural repairs shall be limited to interior structural repairs within the Leased Premises and shall not include structural elements of the roof, outside walls, building skin, basement and foundation, all of which shall be the obligation of Landlord to maintain in good order, condition and repair. Notwithstanding the foregoing, Tenant shall be responsible for maintaining the following elements within the Leased Premises:
- i. Hospital Systems: PA Overhead Paging system; Smoke Curtains-North Elevators.
  - ii. HVAC Systems: Only to the extent Landlord allows/provides Tenant with access to control information, Tenant shall maintain the Exhaust fans, VAVs, Fan coils, induction units which serve only Tenant; Actuators and other control valves on equipment serving only the Leased Premises; and thermostats that control only the Leased Premises.
  - iii. Plumbing Systems: Plumbing system at point of service (includes fixture and p-trap only).
  - iv. Medical Gas Point of Service ("point of service" refers to the wall plat at individual points of use).
  - v. Compressed Air compressors housed in third floor mechanical room and distribution systems.
  - vi. Vacuum system, which includes one pump and system housed in the third floor mechanical room, as well as one small pump for dental.
  - vii. Electrical Systems: Lighting in Tenant patient care areas, Lighting in Leased Premises Common Areas, Nurse Call system and Cable TV system.

Tenant shall do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to its obligations as set forth herein. Tenant shall permit no use of the Premises which shall result in any waste on the Premises or in the Common Areas, or any public or private nuisance that may in any way disturb the Landlord or in any way disturb or interfere with the use of the Hospital Complex for hospital or related or incidental purposes.

- b. **Specific Landlord Maintenance Responsibilities.** Notwithstanding standard, customary and legal obligations of Landlord to maintain the Hospital Complex, Landlord shall keep in good order, condition and repair, the structural elements of the roof, outside walls, building skin, basement and foundation. Landlord shall also be solely responsible for the maintenance of the following systems and elements within the Leased Premises:

- i. Hospital Systems: Pneumatic Tube System, OR temperature and pressure, General HVAC controls (other than thermostats and actuators), Central and North Elevators, Security Gate at 200 valet entrance, Trash Chutes and Waste Storage Rooms, Roof and Envelope Systems. Any equipment or control systems added by the Tenant are excluded from this.
  - ii. HVAC Systems: BAS controls and stats, Heating and Cooling Systems, Roof Top Units.
    - 1. Landlord shall notify Tenant at least one (1) day prior to changing from heating to cooling/cooling to heating, and if any stats, valves or other controls serving Tenant are to be locked out, shut off/turned on or closed/opened.
    - 2. Landlord shall perform testing of fire and smoke dampers in the HVAC systems serving Tenant.
  - iii. Plumbing Systems: All plumbing and drain systems beyond the fixtures, Fire Sprinkler system and testing, Medical Gas system and zone valve testing, Steam service, Domestic Water service, Chilled Water service, Hydronic Water service, and Compressed Air system.
  - iv. Electrical systems: Emergency, UPS, and Critical Power systems, Electrical systems including upstream and downstream from service panels, and Fire Alarm and testing.
  - v. Common Areas: Landlord is responsible for maintaining all Common Areas of the Hospital Complex, including testing and inspection of fire doors.
  - vi. Regulatory documentation related to inspection and testing of systems such as, but not limited to: fire, life safety, and utilities that are maintained by Landlord shall be provided to the Tenant upon request.
  - vii. Landlord and Tenant shall coordinate fire drills that meet requirements established by CMS and The Joint Commission under Life Safety 101.
- c. **Surrender.** Upon the expiration or earlier termination of this Lease or any part thereof, Tenant shall surrender the Premises (or the part thereof) in the condition required by the terms of this Lease, broom clean, except ordinary wear and tear and damage which could be covered by standard fire and extended coverage insurance, whether or not caused by the negligence of Tenant, its employees or agents. Tenant, at its sole cost and expense, agrees to repair any material damage to the Premises caused by or in connection with the removal of any property permitted to be removed by this Section VII. c. Tenant shall not be obligated to repair normal, incidental wear and tear to the Premises caused or revealed by removal including but not limited to scrapes, dents, holes, loose or missing floor or ceiling tiles, unpainted or faded painted areas, and work or torn carpeting and floor and wall coverings. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- d. **Landlords Rights.** In the event Tenant fails to perform Tenant's obligations under this Section VII with respect to the Premises, Landlord shall give Tenant notice to

do such acts as are reasonably required to so maintain the Premises; if Tenant shall fail to commence such work and diligently prosecute it to completion, then Landlord shall have the right but not the obligation to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the rate of twelve percent (12%) per annum from the date of such work; provided, however, in the event twelve percent (12%) is in excess of that permitted by law, the interest chargeable shall be the lesser maximum then permitted by law. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

**e. Alterations and Additions.**

- i. During the Term hereof, Tenant may make alterations, additions, improvements or utility installations to the Premises as desired for the conduct of its business, provided that structural alterations or alterations to the central mechanical or electrical systems be made only with Landlord's prior written consent, which, however, shall not be unreasonably withheld or delayed. Tenant agrees that workmanship and materials in connection with alterations, additions, improvements or utility installations will not be materially inferior to that of other comparable improvements in the Premises at the time such work is done. Notwithstanding that Landlord's consent may not be required for alterations, additions, improvements or utility installations, Tenant agrees to give Landlord not less than forty-five (45) days prior written notice of any alterations, additions, improvements or utility installations reasonably expected to cost more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate or which involve the structure or the central mechanical or electrical systems whether or not such structure or systems are being altered. If the alterations, additions, improvements or utility installations are reasonably expected to cost more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate, Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to the estimated cost of such improvements, to insure Landlord against any liability for Mechanics' and materialmen's liens and to insure completion of the work. As used in this Section, the term "utility installations" shall include ducting, power panels, fluorescent fixtures, space heaters, conduit and wiring.
- ii. All alterations, additions, improvements and utility installations (whether or not such utility installations constitute trade fixtures of Tenant), which Tenant has on the Premises as of the date of this Lease or which may hereafter be made on the Premises, shall at the expiration or earlier termination of the Lease become the property of Landlord and remain upon and be surrendered with the Premises. Notwithstanding the provisions of this Section VII.e.ii., personal property, business and trade fixtures,

cabinetwork, furniture, movable partitions, machinery and equipment, telephone and computer systems and similar items, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section VII.c., at any time during the Term of the Lease.

#### **VIII. LANDLORD'S RIGHT OF ENTRY**

Upon reasonable advance notice (except in the event of an emergency) and subject to due consideration for the rights and sensitivities of Tenant's patients, Landlord and Landlord's agents shall have the right at reasonable times to enter the Premises to inspect the same or to maintain or repair, or to show the Premises to prospective purchasers, tenants or lenders. Except for claims resulting from Landlord's negligence, Tenant hereby waives any claim for abatement of rent or for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

#### **IX. LIENS**

Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant. Notwithstanding the foregoing, if Tenant is in good faith contesting a claim of a lien claimant, the lien may remain so long as, in the reasonable opinion of counsel to Landlord, such lien does not subject the Premises or other property of Landlord to imminent loss. If, in the reasonable opinion of counsel to Landlord, such lien (or a judgment based upon such lien) does subject the Premises or other property of landlord to imminent loss and Tenant fails to promptly cause such lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith including attorneys' fees and costs shall be payable to Landlord by Tenant on demand with interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is the lesser. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord and the Premises, and any other party having an interest therein from mechanics' and materialmen's liens.

#### **X. TAX EXEMPT PROVISIONS**

- a. **Tenant Representations and Warranties.** Tenant is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) is exempt from federal income tax under Section 501(a) of the Code and is not a private foundation under Section 509(a) of the Code. Attached hereto as Exhibit D is a copy of the most recent evidence from the Internal Revenue Service of Tenant’s tax-exempt status. That ruling (the “**Ruling**”) is in full force and effect, has not been adversely modified, limited or revoked and there has been no change nor, to the knowledge of Tenant, threatened change to its tax-exempt status since the date of the Ruling. The facts and circumstances with respect to Tenant which formed the basis of the Ruling as represented to the Internal Revenue Service continue to substantially exist. As of the date of this Lease, Tenant has no notice or knowledge of any facts or circumstances that would support a determination by the Internal Revenue Service that Tenant is not in compliance with all the terms, limitations and conditions, if any, contained in the Ruling. Tenant (1) operates in a manner consistent with such status as an organization described in Section 501(c)(3) of the Code, and (2) has no notice or knowledge of any facts which could have a material adverse effect on Tenant’s status as an organization described in Section 501(c)(3) of the Code or its exemption from federal income taxation under 501(a) of the Code.
- b. **Tenant Covenants.** Tenant agrees that so long as the Lease is in effect and there are tax-exempt bonds outstanding (“**Bonds**”) that have either financed or refinanced all or any part of the Premises, it will (1) at all times maintain its existence as a nonprofit corporation and its status as an organization described in Section 501(c)(3) of the Code that is exempt from federal income taxation under 501(a) of the Code, (2) not sublease any portion of the Premises or contract for services to be delivered in any portion of the Premises with any entity (other than its affiliates which are organizations described in Section 501(c)(3) of the Code), unless such sublease or contract is approved by a written opinion of bond counsel (which shall not be unreasonably withheld, conditioned or delayed, and which shall be issued within 20 days of request by Tenant), (3) not use any portion of the Premises in an “unrelated trade or business” (as defined in Section 513 of the Code) of Tenant, and (4) with respect to the Premises, will not, after written notice from Landlord (based upon the written opinion of bond counsel) take any action mentioned in the notice which would, or fail to take any action mentioned in the notice the omission of which would (in the reasonable opinion of bond counsel), result in the interest paid or payable on any Bonds becoming includable for federal income tax purposes in the gross income of any owner of the Bonds; provided that such notice shall not require any action, nor prohibit any action, which would materially and adversely affect Tenant’s core business or mission.

## **XI. MUTUAL RELEASE**

- a. **Exemption of Landlord from Liability.** Landlord shall not be liable for injury to Tenant’s business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property (real, personal, or mixed) of Tenant, its employees, patients, invitees, customers, agents or contractors

or any other person in or about the Premises, caused by or resulting from fire (or any other cause which could be covered by fire and extended coverage insurance), steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant or was caused by the negligence of Landlord, its employees or agents.

- b. **Exemption of Tenant from Liability.** Tenant shall not be liable for injury to Landlord's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property (real, personal, or mixed) of Landlord, its employees, patients, invitees, customers, agents or contractors or any other person in or about the Premises, caused by or resulting from fire (or any other cause which could be covered by fire and extended coverage insurance), steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or was caused by the negligence of Tenant, its employees or agents.

## **XII. INSURANCE**

- a. Except as hereinafter noted, Landlord and Tenant each shall, at their own expense, purchase and maintain at all times during the term of this Lease such insurance as is set forth below. The limits of such insurance shall not limit the liability of either party, and either party may increase the limits or purchase additional coverage as it determines necessary to cover its exposure.
- b. Professional liability insurance with limits of at least \$1 million per occurrence and \$3 million in the aggregate. Commercial general liability (CGL) insurance in the amount of \$1 million per occurrence with an aggregate coverage of \$5 million per occurrence, with reasonable and customary deductible or self-insured retention amounts. The CGL policy shall be endorsed to specifically include contractual liability (either on a blanket basis or with this Lease specifically named); independent contractors; broad form coverage; and personal injury liability. A business automobile policy covering non-owned, owned and hired automobiles with limits of at least \$1 million per occurrence. The CGT and professional liability policies can be written on a claims made and reported basis. The CGL policy shall name Ramsey, and the Landlord or Tenant (as applicable) as additional insureds.

- c. Workers' compensation insurance in the minimum amount per statutory limits and employer's liability in the minimum amount of \$500,000 per occurrence. A pollution legal liability policy with limits of at least \$3 million per occurrence and in the aggregate covering third-party liability and remediation costs for the storage, use, and disposal of potential hazardous substances and/or chemicals.
- d. Fire and all risk coverage insurance for replacement value, subject to reasonable and customary deductible or retainage amounts, for risks and casualties, including but not limited to fire, windstorm, hail, explosion, water damage, vandalism, riot and civil commotion, damage from vehicles, business interruption, and smoke damage, covering all of the respective improvements, betterments, fixtures, equipment, furnishings and other contents of the Tenant and Landlord (as applicable) within the Hospital Complex.
- e. Landlord and Tenant shall deliver to one another, and to Ramsey, certificates of insurance evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the additional insured, provided that, in the event either Tenant or Landlord fails to procure and maintain such insurance, the other party may (but shall not be required to) procure same at the defaulting party's expense after thirty (30) days' prior written notice to the defaulting party. Tenant and Landlord each shall, within thirty (30) days prior to the expiration of such policies, furnish the other party with renewals or binders or the other party may order such insurance and charge the cost to the defaulting party, which amount shall be payable upon demand. Each party shall have the right to provide such insurance coverage pursuant to blanket policies, provided such blanket policies expressly afford the coverages required by this Lease.
- f. Landlord and Tenant will provide each other with notice of any cancellation, termination or material alteration of any insurance policies or self-funded program required hereunder as soon as possible but in no event later than ten (10) days after such cancellation, termination or material alteration. Prior to the expiration or cancellation of any such policies or self-funded program, each party will secure replacement of such insurance coverage or self-funded program upon the same terms and will furnish to the other party a certificate as described above.
- g. Nothing in this Lease shall constitute a waiver by Ramsey, Landlord or Tenant of any statutory limits or exceptions on liability.
- h. **Subrogation Waiver.** Landlord and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party of its property (real, personal, or mixed) or the property of others under its control caused by fire or any of extended coverage risks to the extent that such loss or damage could be insured against under a standard policy or which is in fact insured against under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required

under this Lease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

- i. **Adjustments in Coverage.** Because of the long-term nature of this Lease, either Tenant or the Landlord may periodically (but not more frequently than every three years) require the mutual, minimum coverage limits, and the types of coverage, set forth in this Section XII to be changed to the levels and types that are then customary for major hospital facilities in the seven county Twin Cities metropolitan area (“**Reasonable Coverage**”). In the event there is a disagreement over Reasonable Coverage, the parties shall determine Reasonable Coverage by a third party survey of (1) such major hospital facilities in said metropolitan area or (2) insurance brokers who arrange and are familiar with insurance for such facilities, with the costs of the survey borne equally by Landlord and Tenant.

### **XIII. DAMAGE OR DESTRUCTION**

- a. In the event that the Hospital Complex has damage or destruction to some or all of its constituent components, which renders the Hospital Complex functionally unusable, then the Landlord may elect, at its option and in its sole discretion, whether or not to repair, restore, or rebuild the Hospital Complex, or some or all of its constituent components, to its or their condition prior to such damage or destruction, or to a functionally similar condition. Landlord shall notify Tenant in writing within 120 days after the date of such damage and destruction of Landlord’s election under this Section. In the event Landlord elects to repair, restore or rebuild, the rental and other charges due under this Lease shall be equitably abated until the repair, restoration, or rebuilding is complete to the extent that Tenant’s use of the Premises is adversely affected by the damage or destruction, and the term of this Lease shall be extended for such period of time as such part of the Premises is untenable or functionally usable. Such repair, restoration, and rebuilding shall be commenced by Landlord within a reasonable time after its election to repair, restore or rebuild. In the event Landlord elects not to repair, restore or rebuild, the Tenant may elect, at its own option and in its sole discretion, to terminate this Lease. If Landlord elects to rebuild, Tenant shall be entirely responsible for the cost of the repair, restoration, or rebuilding of damage to the improvements, betterments and fixtures to the Leased Premises and West Parking Rights areas and shall use all of Tenant’s net proceeds from any fire and extended coverage insurance covering improvements and betterments located in the Leased Premises, to the extent necessary for the repair, restoration, and rebuilding of improvements, betterments and fixtures located in the Leased Premises.
- b. Ramsey and Landlord further agree that in the event any damage or destruction to the Premises or Common Areas that interrupts Tenant’s ability to use portions of the Premises for services and operations that are unique, they will promptly and diligently confer with Tenant regarding (1) alternate and/or substitute sites for delivery of such unique services (within or outside the Hospital), and (2) if the damaged area is to be rebuilt or refurbished, the schedule for the same and the

application of insurance proceeds thereto. Moreover, if by reason of such damage or destruction, the Landlord elects not to rebuild and terminate this Lease, but Tenant believes that those portions of the Hospital Complex housing and serving the Premises are undamaged and could be retained as an independent, functioning unit, Tenant may negotiate with the County to lease the same directly with all costs of repair, severance, and re-fixturing to be Tenant's responsibility, provided that the same will not impose any burden, liability or obligation on the Landlord, and the Landlord shall be released from the Prime Lease to the extent it requests after assessing the proposed direct lease. Landlord agrees that it will keep in place adequate property damage insurance so that rebuilding and/or restoration of the Hospital Complex is financially feasible after a casualty. Tenant agrees that it will keep in place adequate property damage insurance so the rebuilding and/or restoring, reinstalling, re-equipping, refunding and re-supplying all of the Leased Premises is financially feasible after a casualty.

#### **XIV. CONDEMNATION**

- a. **Effect.** The terms and conditions of this Section amend and supplement the terms and conditions of the Prime Lease, including, without limitation, Section 13 of the Prime Lease. If there is any conflict between or ambiguity in the terms and conditions of this Section and those in the Prime Lease, this Section shall govern and control. The parties confirm that (1) Ramsey is the fee owner of the Hospital Complex land and certain improvements which it constructed on the Land; (2) Landlord is the tenant and leasehold interest holder of the entire Hospital Complex under the Prime Lease (subject to the lease of the Blue Tile area of Area A from Ramsey to Tenant) and the Landlord has itself constructed significant improvements and undertaken significant renovations, and has installed many fixtures within the Hospital Complex; and (3) Tenant is the tenant and leasehold interest holder of the Leased Premises under this Lease, and has itself constructed significant improvements and undertaken significant renovations, and has installed many fixtures within the Leased Premises. In addition, Landlord and Tenant anticipate making additional capital improvements and additions to the Hospital Complex in the future. It is the intent of this Section to provide for an equitable division of the proceeds of any award in condemnation, or sale in lieu of condemnation, to Ramsey, The Landlord, and Tenant, recognizing the fair market value of the contributions of each party to the land and improvements constituting the Hospital Complex.
- b. **Prime Lease.** In the event any portion of the Hospital Complex, or the Landlord's related leasehold, use or access rights, are taken under the power of eminent domain, or any of the same are transferred to any party under the threat of the exercise of eminent domain or in settlement thereof (all of which events are herein referred to as "condemnation"), and the condemnation, in the Landlord's judgment, does not meaningfully impair the ability of the Landlord to continue its operations in the balance of the Hospital Complex, the Prime Lease shall cease and terminate only with respect to the portion of the Hospital Complex and/or the related rights

which are subject to the condemnation. If all of the Hospital Complex, or such portion thereof as may render the remainder of the Hospital Complex, in the Landlord's sole judgment reasonably exercised, no longer sufficient to support the Landlord's various hospital and allied operations as a viable economic enterprise, then Landlord shall elect, by notice given to Ramsey within ninety (90) days after the effective date of the transfer of title or interest resulting from the condemnation, either to (1) renovate and/or build its own hospital and/or allied facilities on the remainder (if any) of the Hospital Complex site, or (2) terminate the Prime Lease. (Note: Tenant's comparable rights are covered in Section XIV c.) Landlord shall be entitled to participate in any action or proceedings in connection with a condemnation as a tenant/owner and to pursue whatever action it deems necessary to protect its interests hereunder. All compensation awarded for the taking of, or a condemnation affecting the Hospital Complex, whether by court order, judgment, settlement, or other determination shall be divided between Ramsey and Landlord as follows:

- i. Ramsey shall be entitled to all compensation awarded for the fair market value of any Land taken, and neither Landlord nor Tenant shall have any right, share, or claim thereto.
  - ii. Ramsey shall be entitled to all compensation awarded for the fair market value of that building which, as of the date of this Lease, is used as the Ramsey County Morgue, and any and all fixtures and equipment therein, and any relocation expenses awarded therefor, and neither the Landlord nor Tenant shall have any right, share or claim thereto.
  - iii. Ramsey and Landlord, as their respective interests may appear, shall be separately entitled to compensation for the then-current fair market value of any improvements to the Hospital Complex they have respectively contributed to or constructed.
  - iv. Ramsey and Landlord, as their respective interests may appear, shall be separately entitled to any part of any award in condemnation or other compensation for any fixtures and equipment which they have purchased for and had installed in the Hospital Complex.
  - v. Additionally, the Landlord is entitled to recover any relocation, re-establishment and other moving expenses pursuant to the Uniform Relocation Act and similar laws and rules.
- c. **Gillette Lease.** In the event any portion of the Leased Premises, or the Tenant's related leasehold interest, use or access rights are taken under the power of eminent domain, or any of the same are transferred to any party under the threat of the exercise of eminent domain or in settlement thereof (all of which events are referred to as "condemnation"), and the condemnation in the Tenant's judgment does not meaningfully impair the ability of the Tenant to continue its operations in the balance of the Premises, the Tenant's Lease shall cease and terminate with respect only to the portion of the Premises and/or the related rights which are the subject of condemnation. If all of the Premises, or such portion thereof as may render the remainder of the Premises, in the Tenant's sole judgment reasonably exercised, no longer sufficient to support the Tenant's various hospital and allied operations as a

viable economic enterprise, then Tenant shall elect, by notice given to Ramsey and Landlord within ninety (90) days after the effective date of the transfer of title or interest resulting from the condemnation, either to (1) renovate and/or rebuild Tenant's own hospital and/or allied facilities on the remainder (if any) of the Premises site, or (2) terminate this Lease. Tenant shall be entitled to participate in any action or proceedings in connection with condemnation as a tenant/owner and to pursue whatever action it deems necessary to protect its interest hereunder. All compensation for the taking of, or a condemnation affecting, the Premises, whether by court order, judgment, settlement, or other determination, shall be divided between Ramsey and the Tenant as follows:

- i. Ramsey shall be entitled to all compensation awarded for the fair market value of any land taken, and neither Landlord nor Tenant shall have any right, share or claim thereto.
  - ii. Ramsey shall be entitled to all compensation awarded for the fair market value of that portion of the Premises which was granted to Ramsey and the City of St. Paul by Chapter 599, Laws of Minnesota for 1988. This is the portion of Area A that was conveyed by the former "Blue Tile" Lease, and that portion of the North Ramp allocated to Tenant by the Joint Ownership Agreement between Ramsey County and the Gillette Hospital Authority dated February 19, 1975. Neither Landlord nor Tenant shall have any right, share, or claim thereto, unless it is determined by a court of competent jurisdiction that, notwithstanding the provisions of Chapter 599, Laws of Minnesota for 1988, Tenant is successor in interest of the State of Minnesota to fee title to said "Blue Tile" portion of Area A, in which event Tenant shall be entitled to the fair market value of said fee interest, free of any claim by Ramsey or Landlord.
  - iii. Tenant shall be entitled to the then current fair market value of any improvements it has made to the Premises, and neither Ramsey nor the Landlord shall have any right, share, or claim thereto.
  - iv. Ramsey and Tenant, as their respective interests may appear, shall be separately entitled to the then current fair market value of any fixtures and equipment which they have purchased for and had installed in the Premises.
  - v. Additionally, the Tenant shall be entitled to recover the relocation, re-establishment and other moving expenses pursuant to the Uniform Relocation Act and similar laws and rules.
- d. **Ramsey to Provide Site.** If the Landlord, Tenant or both elect to rebuild a hospital complex on any portion of the Land remaining after condemnation, then Ramsey hereby covenants that it will provide a ground lease of sufficient duration to enable the Landlord and/or Tenant to rebuild the hospital if either elects to do so. Nothing in this Section shall require Ramsey either to acquire additional land, or if the above-described County Morgue has not been, in the judgment of Ramsey, materially affected in its use or organization by the taking in condemnation, to remove the Morgue from its existing site. (See Section XIV g. for provisions regarding rebuilding).

- e. **Severance Damages.** In any condemnation affecting both the Premises and any part of Landlords interest in the Hospital Complex, both Tenant and Landlord shall retain the right to assert severance damages on their own account, to the extent such damages do not diminish the other party's severance damage claim or Ramsey's share of any condemnation award.
- f. **Rent Adjustment.** In the event of a condemnation affecting the Premises or Tenant's leasehold interest, use or access rights, if Tenant does not terminate the Lease as referenced in this Section, Landlord and Tenant agree to make an equitable adjustment to future rental payments under the Lease to reflect the reduction in the value of Tenant's leasehold interest in the Premises that results from the condemnation.
- g. **Rebuilding Premises.** In the event this Lease is not terminated by Tenant after a condemnation affecting the Premises, Landlord may elect to rebuild the Premises at Landlord's sole option and cost. If Landlord elects to rebuild, Landlord shall restore the Premises to a complete unit of like quality and character as existed prior to the condemnation as soon as reasonably possible. In the event that this Lease is not terminated by Tenant by reason of such condemnation, and Landlord elects to rebuild the Premises, Tenant shall make available to Landlord the entire award or compensation paid to Tenant (except the part awarded for loss of or damage to Tenant's fixtures, furnishings and equipment) to be used, to the extent necessary, to repair, restore or replace Tenant's part of the Premises, and any part of said award not needed for such repair, restoration or replacement shall be promptly returned to Tenant. If Tenant elects to change the Premises or desires improvements in addition to those that can be made with said award or compensation paid to Tenant of the award, Tenant shall deposit with Landlord the difference in cost over and above the condemnation award prior to the commencement of the reconstruction. If Landlord elects not to rebuild the Premises, then all of the Tenant's share of the award shall belong to the Tenant. If Landlord elects to rebuild or reconstruct a facility on the land remaining after a condemnation it shall do so at its own expense (with any Tenant contribution called for by this Section) and at no cost or expense to Ramsey.
- h. **West Parking Ramp.** If the West Ramp is ever taken in an exercise of condemnation to such an extent that it is no longer capable of serving as a functioning and economically viable unit, and Landlord elects not to rebuild or restore the structure using its and Tenant's related condemnation proceeds, Landlord and Tenant will develop a mutually agreeable plan for parking spaces for Tenant's use at least equal to the West Parking Rights.
- i. **Essential Fixtures/Purchase Option.** Ramsey, Landlord and Tenant shall retain all right, title and interest, free of any claim of any of the other parties, to any fixtures and equipment they have purchased, and shall have the right to remove their respective fixtures and equipment from the Hospital Complex at any time. Nonetheless, should Ramsey elect to continue operation of the part of the Hospital

Complex remaining after a condemnation, and Landlord and Tenant decline to participate and elect to terminate this Lease, then neither Landlord nor Tenant may remove any fixtures or equipment which will damage the remaining hospital structure or impair its use as a hospital, without the consent of Ramsey. If in such a case Ramsey does not consent to the removal of such fixtures or equipment purchased by Landlord or Tenant, Ramsey shall promptly pay Landlord or Tenant, separately and as their respective interests may appear, the fair market value of any fixtures or equipment Ramsey has elected to keep in the Hospital Complex.

## **XV. TRANSFER AND SUBLETTING**

- a. **Landlord's Consent Required.** Subject to the provisions of Section VI hereof, Tenant shall not transfer this Lease or any interest therein, and shall not sublet the Premises or any part thereof, without the prior written consent of Landlord, and any attempt to do so without such consent being first made and obtained shall be wholly void and shall constitute a breach of this Lease.
- b. **Information to be Submitted.** For the purpose of assisting Landlord in determining whether or not Landlord wishes to consent to a transfer or sublease, Tenant shall submit in writing to Landlord: (1) the name and legal composition of the proposed transferee or subtenant; (2) the nature of the proposed transferee's or subtenant's business to be carried on in the Premises; (3) the terms and provisions of the proposed transfer or sublease; (4) such reasonable financial information as Landlord may request concerning the proposed transferee or subtenant.
- c. **No Release of Tenant.** No consent by Landlord to any transfer or subletting by Tenant shall relieve Tenant of any obligation to be performed by the Tenant under this Lease, whether occurring before or after such consent, transfer or subletting. The consent by Landlord to any transfer or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other transfer or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease, or to be consent to any transfer or subletting. Consent to one transfer or subletting shall not be deemed to constitute consent to any subsequent transfer or subletting.

## **XVI. SUBORDINATION AND ATTORNMENT**

- a. This Lease is hereby subordinated to the Prime Lease and any other ground or underlying lease, and any deed of trust or mortgage, whether heretofore or hereafter created. If title to the Hospital Complex is hereafter vested in the holder of any such ground or underlying lease or any such deed of trust or mortgage, Tenant shall, at the option of such holder, attorn to such holder on the then terms of this Lease, as provided in this Section. Such attornment shall be upon the express condition that this Lease shall be recognized by such holder, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to observe and perform promptly all of Tenant's covenants,

agreements and obligations under this Lease. For confirmation of such subordination, attornment, or both, Tenant shall promptly execute, acknowledge and deliver such agreement or agreements as may be required.

- b. In the event of (1) any sale, transfer, assignment or other conveyance of all or a (divided or undivided) part of Landlord's interest in all or part of the Hospital Complex in which the Leased Premises are located, (2) any proceeding brought for the foreclosure of any mortgage or deed of trust encumbering said hospital, or (3) the termination or cancellation of any ground lease of the land, Tenant shall attorn to and recognize as Landlord hereunder the resulting purchaser, transferee or ground lessor, upon the express condition that this Lease shall be recognized by any such purchaser, transferee or ground lessor, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to observe and promptly perform all of Tenant's covenants, agreements, and obligations under this Lease. Tenant shall, within ten (10) days after written receipt thereof, execute and acknowledge any instrument reasonably required to evidence such attornment and recognition and shall deliver such executed instrument to the party requiring the same within said limited period of time.
- c. The parties agree that the "Blue Tile" areas of Area A are subject to the rights of the State of Minnesota under the terms of that certain General Fund Grant Agreement dated February 11, 2002, between Ramsey and the Minnesota Department of Administration (the "**End Grant Agreement**"); a Use Agreement, effective February, 2002, between Ramsey and Tenant; and a Declaration required to be filed of record by the terms of the End Grant Agreement and which is filed of record in the office of the Ramsey County Registrar of Titles as Document No 1673771. All terms and conditions of this Lease, as applied to said Blue Tile areas of Area A, are and shall be subordinate to the End Grant Agreement, Use Agreement, and Declaration. Any conflict between this Lease and the End Grant Agreement, Use Agreement, or Declaration as applied to said Blue Tile Areas of Area A, shall be resolved in favor of such agreements.

## **XVII. DEFAULT AND REMEDIES**

- a. **Default by Tenant.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:
  - i. Any failure by Tenant to pay base rent, operating expense charges, West Parking Ramp charges, or any other monetary sums required to be paid hereunder (where such failure continues for thirty (30) days after receipt of written notice thereof by Landlord to Tenant);
  - ii. A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after receipt of written notice thereof by Landlord to Tenant; provided, however, if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be

- deemed to be in default if Tenant shall, within such period, commence such cure and thereafter diligently prosecute the same to completion;
- iii. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- b. **Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, while any such material default or breach by Tenant is uncured, exercise either of the following rights and remedies which shall be the exclusive remedies at law or in equity which Landlord may have by reason of such default or breach:
- i. Subject to Tenant's right to surrender part or all of the Premises, maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's right to possession. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease prior to the cure of all defaults by Tenant may elect to terminate this Lease by virtue of such previous default of Tenant.
  - ii. Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, in such event Landlord shall be entitled to reenter the Premises and recover from Tenant all rent and other monetary charges due under the Lease to the date of termination of the Lease.
- c. **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation (unless the failure to perform is in response to an emergency in which event Landlord shall be in default if it fails to act immediately); provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Upon default by Landlord, Tenant shall have the right to cure Landlord's default and Landlord shall be liable for the

reasonable costs of cure, which right shall be in addition to such other rights and remedies as may be available to Tenant at law or in equity.

### **XVIII. NOTICES**

- a. All notices required or permitted hereunder shall be in writing and shall be deemed to have been given, unless otherwise herein provided, when the same are received by US Mail, certified postage with return receipt requested. All notices shall be addressed to the following addresses unless a party notifies the other of a change of address in the manner provided for notices hereunder:

i. If to **Landlord**:

President  
Regions Hospital  
640 Jackson Street  
St. Paul, MN 55101

ii. If to **Ramsey**:

Chair  
Ramsey County Board of Commissioners  
220 Courthouse  
15 West Kellogg Boulevard  
St. Paul, MN 55102

With a copy to:

Ramsey County Attorney  
Lowry Building, Suite 120  
345 Wabasha Street North  
St. Paul, MN 55102

iii. If to **Tenant**:

President  
Gillette Children's Specialty Healthcare  
200 University Avenue East  
St. Paul, MN 55101

### **XIX. MISCELLANEOUS**

- a. **Contingency.** This Lease, though executed by Landlord and Tenant, shall not be considered effective or in force and effect until (1) executed and delivered by required officials of Ramsey (the Board of Commissioners of Ramsey), and (2) approved by action of the Boards of Directors of the Landlord and of the Tenant.

- b. **Estoppel Certificate.** Either party shall at any time upon not less than ten (10) days prior written from the other, execute, acknowledge and deliver to the other a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if any are claimed; and (3) providing such other reasonable information as requested. Any such statement may be conclusively relied upon by a prospective purchaser, transferee, subtenant or encumbrancer of the Premises.

A party's failure to deliver such statement within such time shall be conclusive upon such party that this Lease is in full force and effect, without modification except as may be represented by the other party, that there are no uncured defaults in the other party's performance, and that not more than one month's rent has been paid in advance.

If Landlord desires to finance or refinance Regions Hospital, or any part thereof, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. All such financial statements shall be received by Landlord or lender in confidence insofar as is possible within existing laws applicable to Landlord and shall only be used for the purposes herein set forth.

- c. **Signage.** Tenant shall have the right to place signs, placards, statements and notices throughout the Premises as may be reasonably related to its operations in the Premises. All signage installed after the date hereof shall be consistent with Landlord's standard signage at Regions Hospital. Any signage visible outside the Premises shall be subject to the Landlord's prior written approval of size, content, and aesthetics. Approval of signage is not to be unreasonably withheld or delayed.
- d. **Reasonable Consent.** Except as limited elsewhere in this Lease and specifically except Section XV, wherever in this Lease Landlord or Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed. In the event of failure to give any such consent, the other party shall be entitled to specific performance at law and shall have such other remedies as are reserved to it under this Lease, but in no event shall Landlord or Tenant be responsible in monetary damages for failure to give consent unless said failure is withheld maliciously or in bad faith.
- e. **Quiet Enjoyment.** Landlord represents and warrants that the Premises are owned or controlled under an underlying lease by the Landlord; that the Landlord is empowered to enter into this Lease, and that it will warrant and defend against all lawful claims, the Tenant's peaceful possession of the Premises during the Term, subject only to such conditions as are provided in this Lease, so long as Tenant

keeps and performs, promptly each of the terms, covenants and conditions of this Lease to be performed or kept by it.

- f. **Surrender of Premises.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.
- g. **Holding Over.** If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.
- h. **Interest on Past Due Obligations.** Except as expressly herein provided, any amount due to either party shall bear interest at twelve percent (12%) per annum or the maximum amount permitted by law, whichever is less, from the date such amount is in default to the date of payment.
- i. **Recording.** Tenant shall not record this Lease without Landlord's prior written consent, and such recording shall, at the option of Landlord constitute a noncurable default of Tenant hereunder. All parties shall, at the request of any party, execute, acknowledge and deliver a "short form" memorandum of this Lease for recording purposes.
- j. **Old Leases.** This Lease supersedes, replaces and terminates the Main Gillette Lease, the Space Lease, and the First, Second, Third, Fourth and Fifth Amendments identified in the Recitals, effective as of the Effective Date of this Lease. With respect to all occurrences and claims accruing on or after the Effective Date of this Lease, all rights and obligations of the parties, and remedies available to the parties, with respect to the Premises and the subject matter of this Lease, shall be governed by this Lease. Ramsey and Landlord agree that the Prime Lease is subject to this Lease in the same manner it was subject to the Main Gillette Lease.

## **XX. GENERAL PROVISIONS**

- a. **Captions; Attachments; Defined Terms.** The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in neutral gender include the masculine and feminine

and words in the masculine or feminine gender include the neutral. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several.

- b. **Entire Agreement; Amendment.** This Lease, along with any exhibits and attachments hereto, constitutes the entire agreement among Ramsey, Landlord and Tenant relative to the Premises. Landlord and the Tenant may, from time to time, enter into other agreements not related to this Lease. This Lease and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by Ramsey, Landlord and Tenant (except in the circumstances described in Section I.e.). Ramsey, Landlord and Tenant agree hereby that all prior or contemporaneous written or oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease to the extent the subject matter of such agreements is covered by this Lease.
- c. **Severability.** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.
- d. **Costs of Suit.** If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises due to Tenant's default, the losing party shall pay the successful party a reasonable sum for attorney's fees which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to defend Landlord and to save and hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in or in connection with such litigation. Should Tenant, without fault on Tenant's part, be made a party to any litigation instituted by Landlord or by any third party against Landlord, or by or against any person holding under or using the Premises by license of Landlord, or for the foreclosure of any lien for labor or material furnished to or for Landlord or any such other person or otherwise arising out of or resulting from any act or transaction of Landlord or of any such other person, Landlord covenants to defend Tenant and to save and hold Tenant harmless from any judgment rendered against Tenant or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Tenant in or in connection with such litigation.

This Section shall not apply to any action, suit or litigation relating to rights in or possession of other premises in Regions Hospital or to shared services between the Landlord and Tenant, or to any action, suit or litigation involving Landlord or Tenant where the claim against Landlord or Tenant does not arise by reason of such party's status as a landlord or tenant under this Lease.

- e. **Time; Joint and Several Liability.** Time is of the essence of this Lease and each and every provision hereof. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.
- f. **Binding Effect; Choice of Law.** The parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof; subject to any provisions hereof restriction transfer or subletting by Tenant, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Minnesota.
- g. **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Landlord and Tenant have executed this lease effective as of the day and year first written above.

**RAMSEY COUNTY, MINNESOTA**

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

And: \_\_\_\_\_  
Chief Clerk, Ramsey County  
Board of Commissioners

Recommended for approval:

Jean R. Kuegel  
Department Director

By: 9-20-2020

Approved as to form:

Amy K. Schmidt  
Assistant County Attorney

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ and \_\_\_\_\_, respectively the Chair and Chief Clerk of the RAMSEY COUNTY BOARD OF COMMISSIONERS on behalf of RAMSEY COUNTY, MINNESOTA.

\_\_\_\_\_  
Notary Public

**REGIONS HOSPITAL**

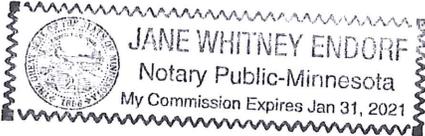
By: Megun Remark Remark  
President and CEO

And: Heidi Conrad  
Vice President and CFO

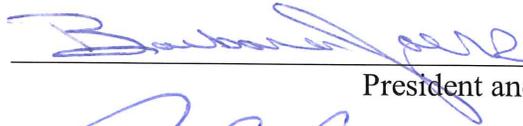
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 16th day of September, 2010, by Megun Remark and Heidi Conrad, respectively the President and Chief Executive Officer and the Vice President and Chief Financial Officer of REGIONS HOSPITAL, a Minnesota non-profit corporation, on behalf of the corporation.

Jane Whitney Endorf  
Notary Public



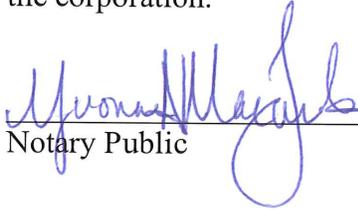
**GILLETTE CHILDREN'S SPECIALTY HEALTHCARE**

By:   
President and CEO

And:   
Vice President and CFO

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 2020, by Barbara Joers and Patrick Nolan, respectively the President and Chief Executive Officer and the Vice President and Chief Financial Officer of GILLETTE CHILDREN'S SPECIALTY HEALTHCARE, a Minnesota non-profit corporation, on behalf of the corporation.

  
Notary Public

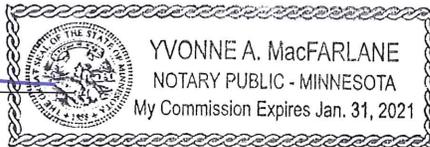


EXHIBIT A

# EXHIBIT B

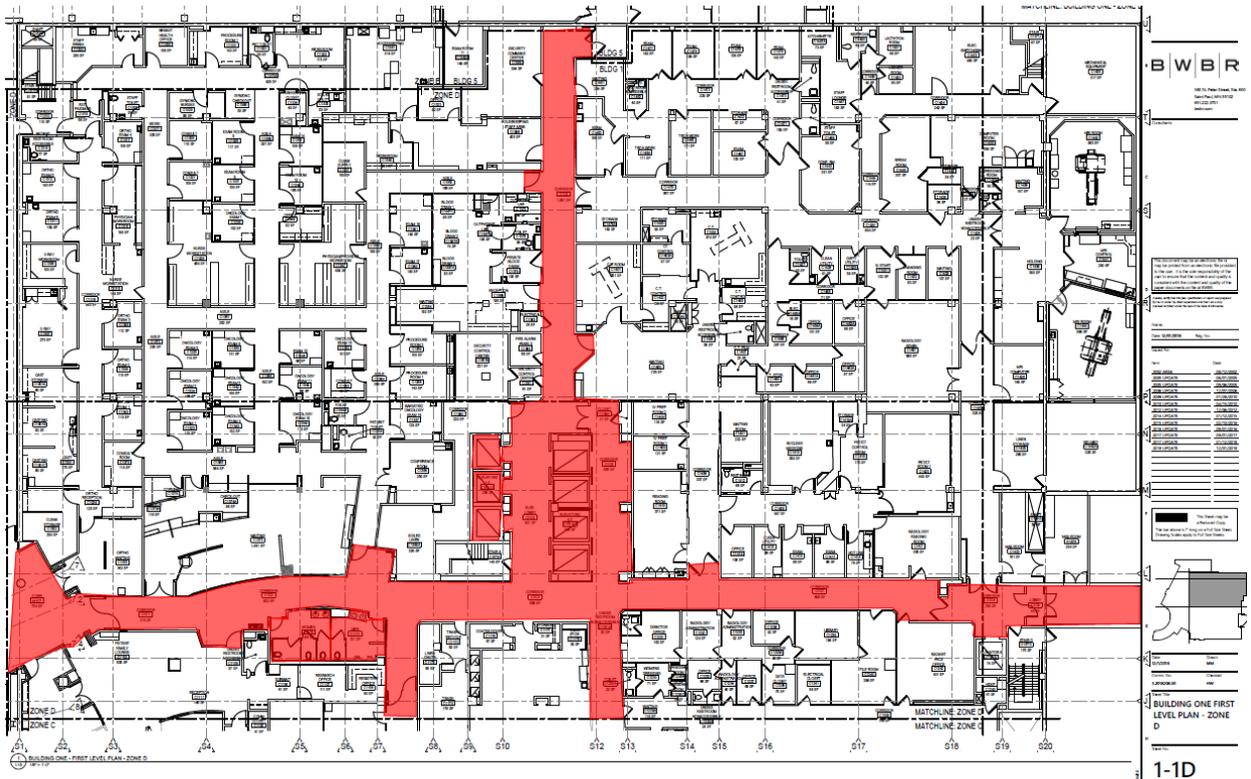
All elevators, elevator shafts, and stairwells and all of the spaces shown in red on the following floor plans.

## West Section First Floor: Elevators & Restrooms





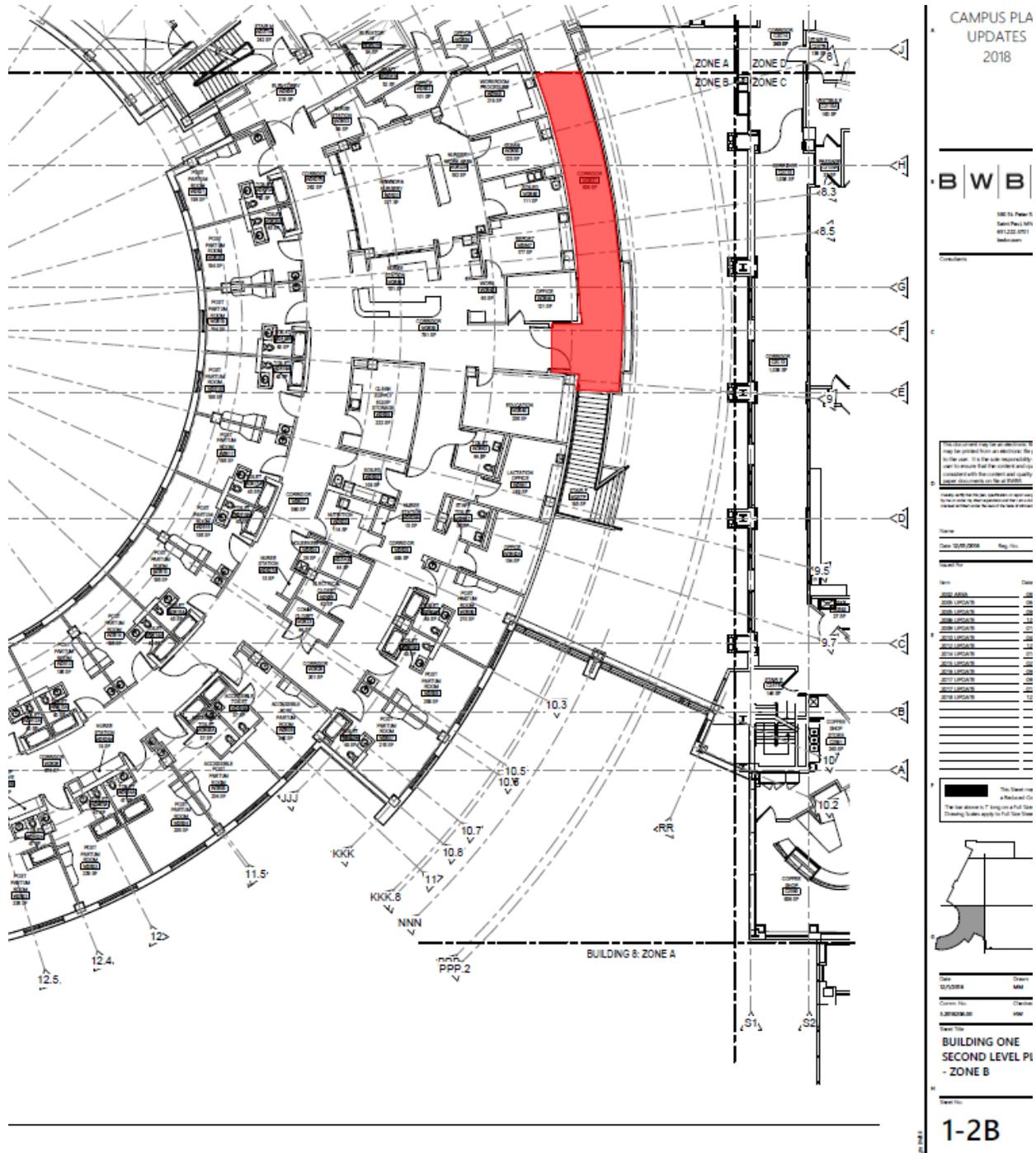
Central Section 1st floor Corridors & Restrooms:



# West Section 2<sup>ND</sup> Floor: Resiliency Center



2<sup>nd</sup> Floor West Section Corridors:





**2<sup>ND</sup> Floor Central Section Corridors, Lobbies and Elevators:**

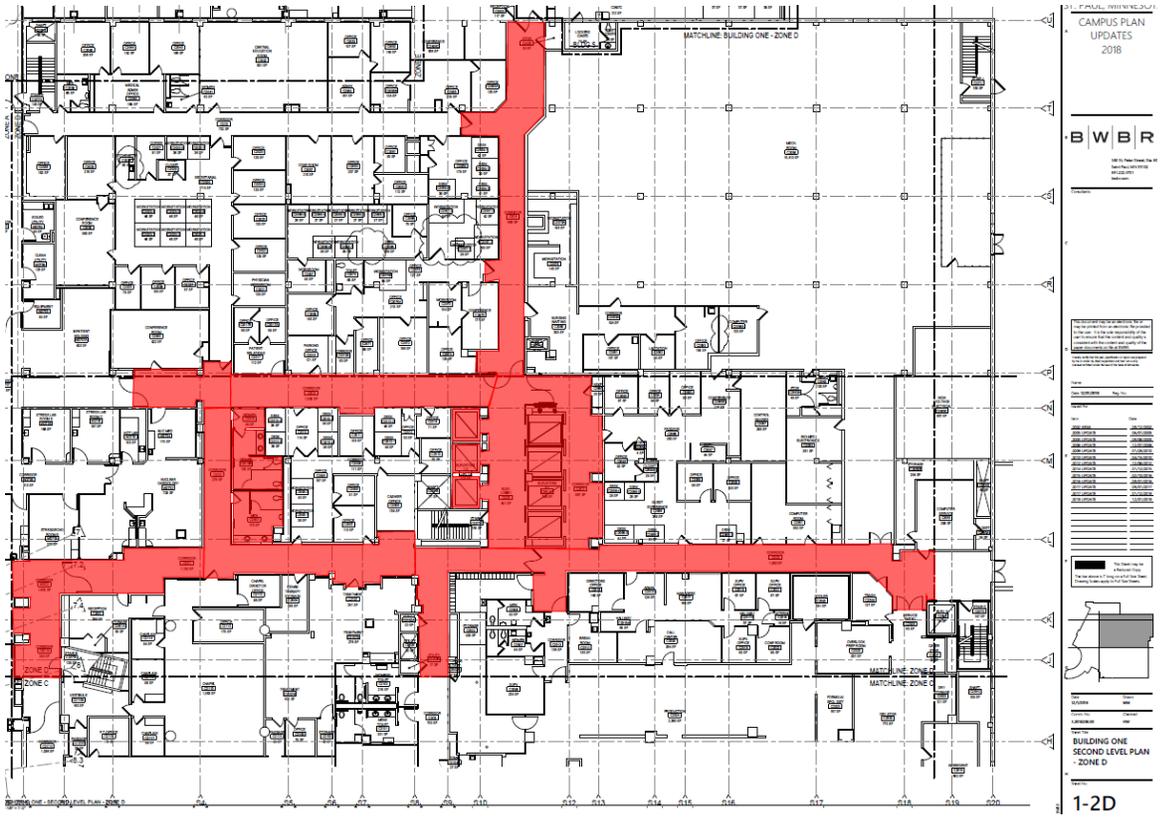


**2<sup>nd</sup> Floor Central Section Corridors, Restrooms, & Dietary(Cafeteria and Café):**



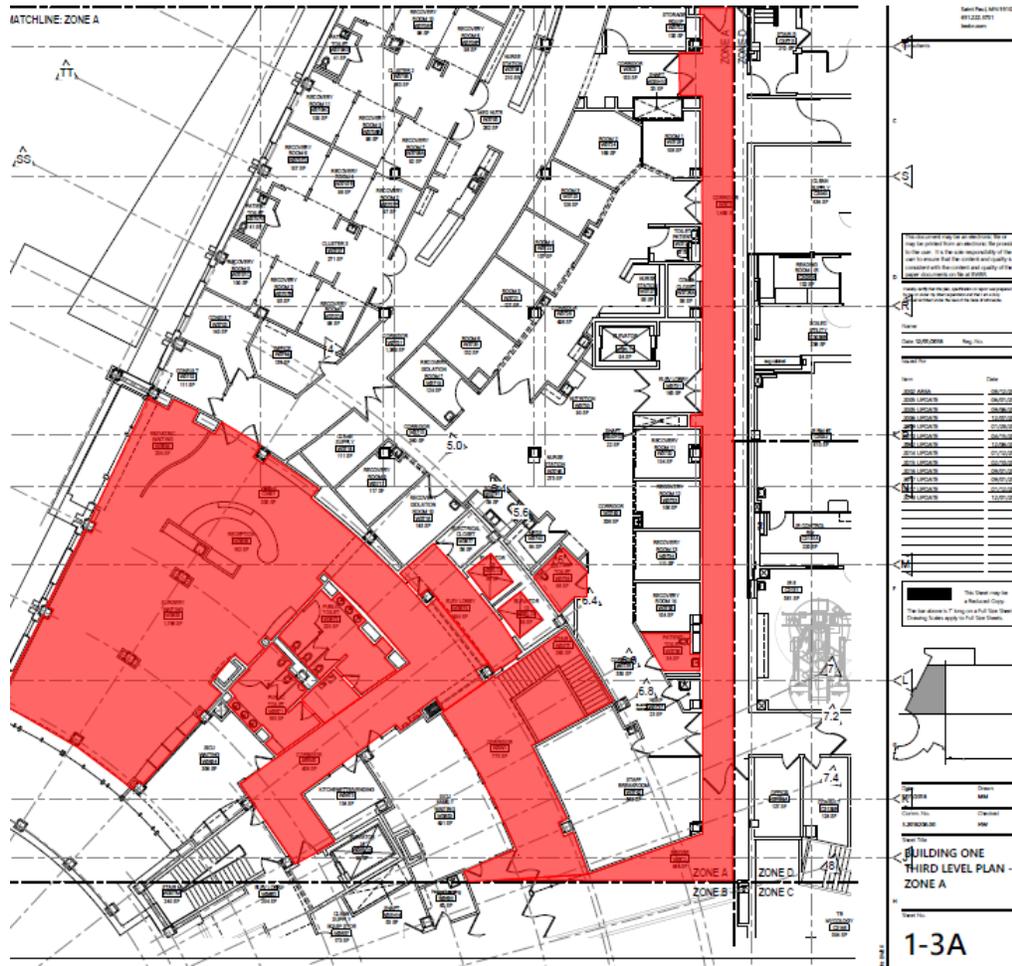
**2nd**

**2<sup>nd</sup> Floor Central Section Corridors & Restrooms:**

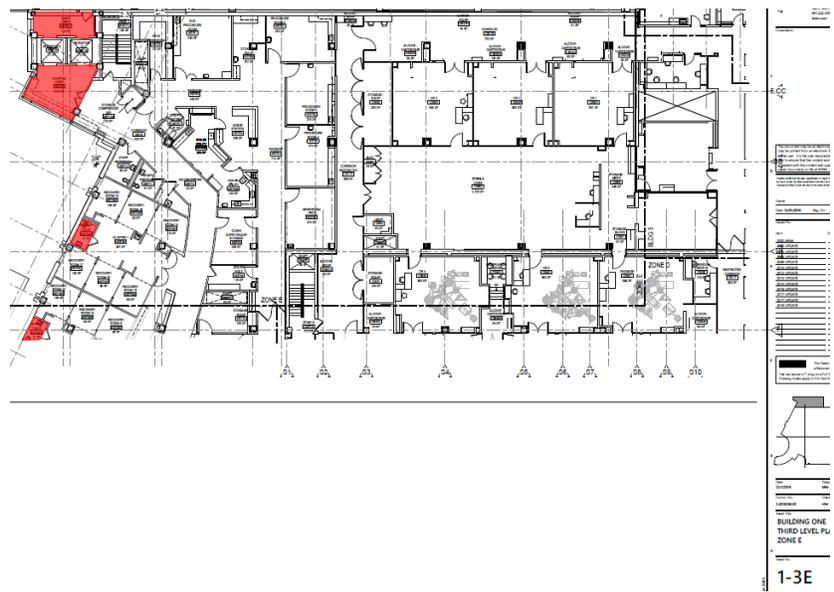


**1-2D**

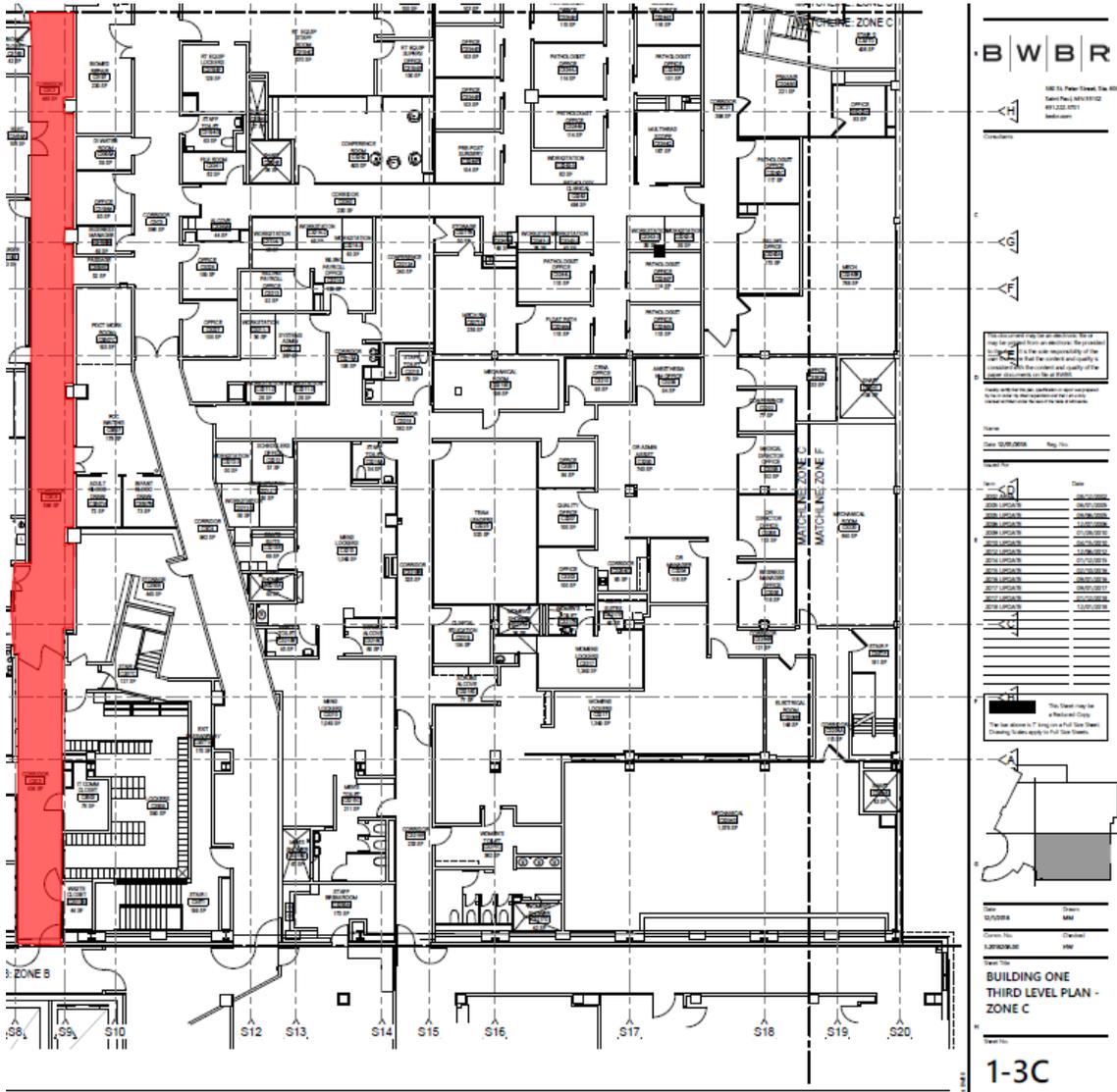
**West Section 3<sup>rd</sup> Floor Corridors, Lobbies, & Restrooms:**



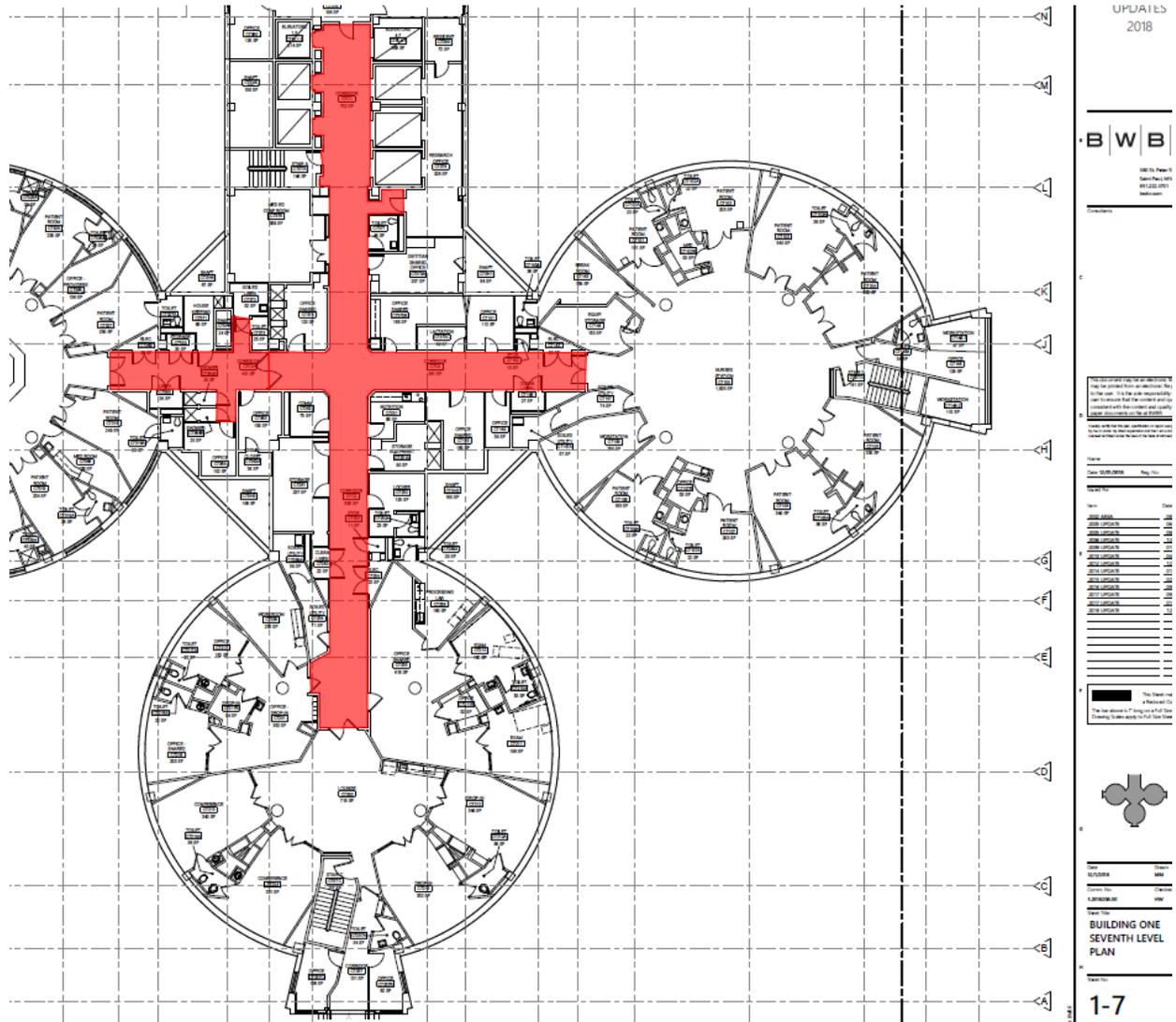
**West Section: 3rd Floor Ramp Elevator Lobbies and Restrooms:**



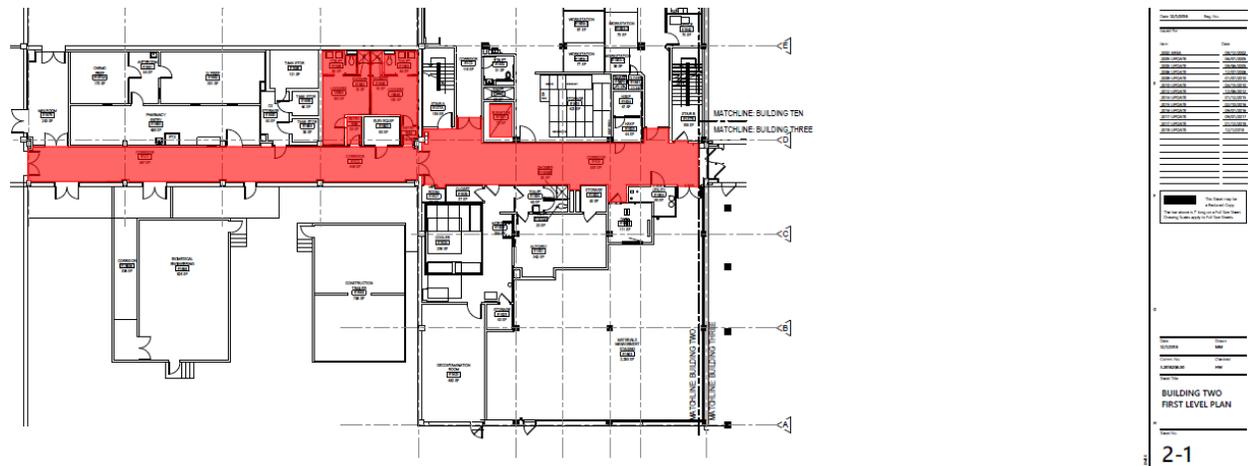
3<sup>rd</sup> Floor Central Section Corridors:



**Central Section- 7<sup>th</sup> Floor Corridors:**

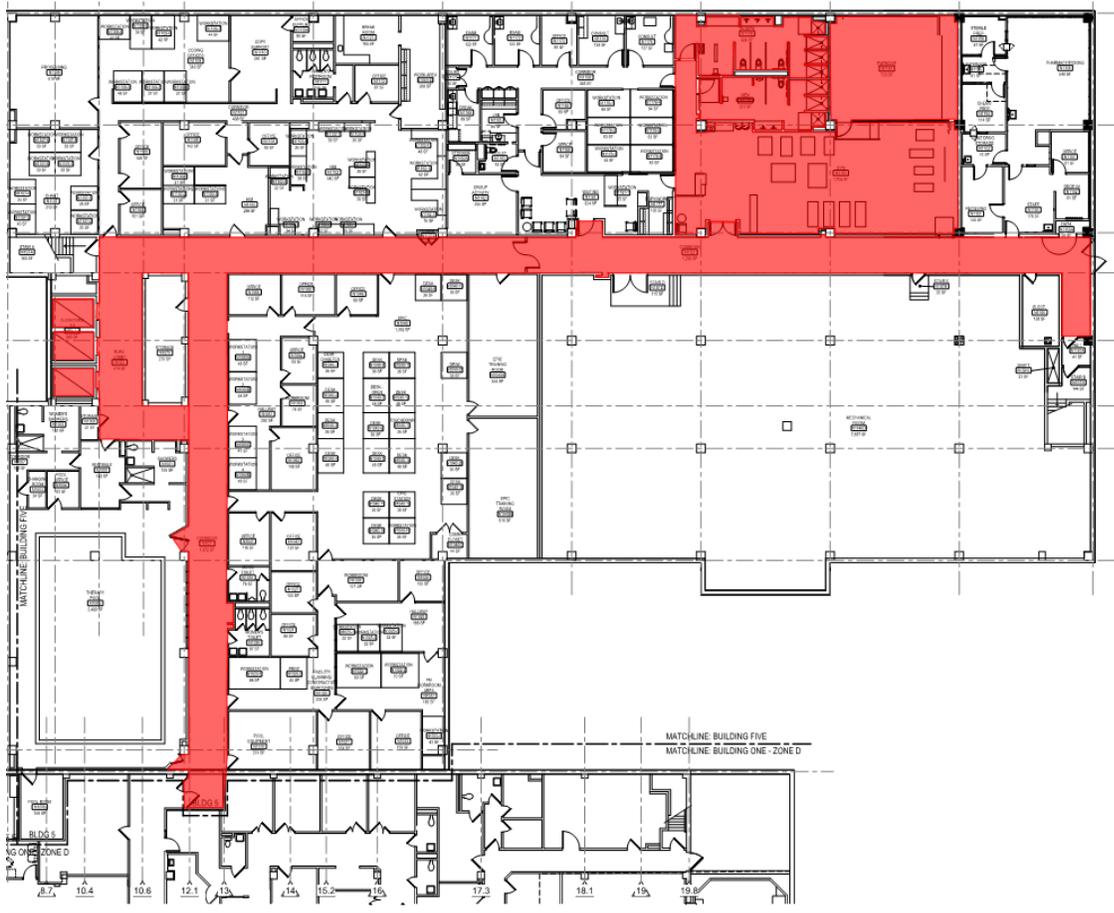


**Education Building-1<sup>st</sup> Floor Corridors & Restrooms:**





# North Building-1<sup>st</sup> Floor Corridors, Elevator, Lobbies, & Fitness Center:



UPDATES  
2018

**B|W|B|I**

1610 Park Street  
Suite 200, Waco, TX 76798  
(817) 770-0000  
www.bwb-i.com

THIS DOCUMENT IS THE PROPERTY OF B|W|B|I. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF B|W|B|I.

DATE: 08/20/2018

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/20/2018
2	ISSUED FOR PERMIT	08/20/2018
3	ISSUED FOR PERMIT	08/20/2018
4	ISSUED FOR PERMIT	08/20/2018
5	ISSUED FOR PERMIT	08/20/2018
6	ISSUED FOR PERMIT	08/20/2018
7	ISSUED FOR PERMIT	08/20/2018
8	ISSUED FOR PERMIT	08/20/2018
9	ISSUED FOR PERMIT	08/20/2018
10	ISSUED FOR PERMIT	08/20/2018
11	ISSUED FOR PERMIT	08/20/2018
12	ISSUED FOR PERMIT	08/20/2018
13	ISSUED FOR PERMIT	08/20/2018
14	ISSUED FOR PERMIT	08/20/2018
15	ISSUED FOR PERMIT	08/20/2018
16	ISSUED FOR PERMIT	08/20/2018
17	ISSUED FOR PERMIT	08/20/2018
18	ISSUED FOR PERMIT	08/20/2018
19	ISSUED FOR PERMIT	08/20/2018
20	ISSUED FOR PERMIT	08/20/2018
21	ISSUED FOR PERMIT	08/20/2018
22	ISSUED FOR PERMIT	08/20/2018
23	ISSUED FOR PERMIT	08/20/2018
24	ISSUED FOR PERMIT	08/20/2018
25	ISSUED FOR PERMIT	08/20/2018
26	ISSUED FOR PERMIT	08/20/2018
27	ISSUED FOR PERMIT	08/20/2018
28	ISSUED FOR PERMIT	08/20/2018
29	ISSUED FOR PERMIT	08/20/2018
30	ISSUED FOR PERMIT	08/20/2018
31	ISSUED FOR PERMIT	08/20/2018
32	ISSUED FOR PERMIT	08/20/2018
33	ISSUED FOR PERMIT	08/20/2018
34	ISSUED FOR PERMIT	08/20/2018
35	ISSUED FOR PERMIT	08/20/2018
36	ISSUED FOR PERMIT	08/20/2018
37	ISSUED FOR PERMIT	08/20/2018
38	ISSUED FOR PERMIT	08/20/2018
39	ISSUED FOR PERMIT	08/20/2018
40	ISSUED FOR PERMIT	08/20/2018
41	ISSUED FOR PERMIT	08/20/2018
42	ISSUED FOR PERMIT	08/20/2018
43	ISSUED FOR PERMIT	08/20/2018
44	ISSUED FOR PERMIT	08/20/2018
45	ISSUED FOR PERMIT	08/20/2018
46	ISSUED FOR PERMIT	08/20/2018
47	ISSUED FOR PERMIT	08/20/2018
48	ISSUED FOR PERMIT	08/20/2018
49	ISSUED FOR PERMIT	08/20/2018
50	ISSUED FOR PERMIT	08/20/2018
51	ISSUED FOR PERMIT	08/20/2018
52	ISSUED FOR PERMIT	08/20/2018
53	ISSUED FOR PERMIT	08/20/2018
54	ISSUED FOR PERMIT	08/20/2018
55	ISSUED FOR PERMIT	08/20/2018
56	ISSUED FOR PERMIT	08/20/2018
57	ISSUED FOR PERMIT	08/20/2018
58	ISSUED FOR PERMIT	08/20/2018
59	ISSUED FOR PERMIT	08/20/2018
60	ISSUED FOR PERMIT	08/20/2018
61	ISSUED FOR PERMIT	08/20/2018
62	ISSUED FOR PERMIT	08/20/2018
63	ISSUED FOR PERMIT	08/20/2018
64	ISSUED FOR PERMIT	08/20/2018
65	ISSUED FOR PERMIT	08/20/2018
66	ISSUED FOR PERMIT	08/20/2018
67	ISSUED FOR PERMIT	08/20/2018
68	ISSUED FOR PERMIT	08/20/2018
69	ISSUED FOR PERMIT	08/20/2018
70	ISSUED FOR PERMIT	08/20/2018
71	ISSUED FOR PERMIT	08/20/2018
72	ISSUED FOR PERMIT	08/20/2018
73	ISSUED FOR PERMIT	08/20/2018
74	ISSUED FOR PERMIT	08/20/2018
75	ISSUED FOR PERMIT	08/20/2018
76	ISSUED FOR PERMIT	08/20/2018
77	ISSUED FOR PERMIT	08/20/2018
78	ISSUED FOR PERMIT	08/20/2018
79	ISSUED FOR PERMIT	08/20/2018
80	ISSUED FOR PERMIT	08/20/2018
81	ISSUED FOR PERMIT	08/20/2018
82	ISSUED FOR PERMIT	08/20/2018
83	ISSUED FOR PERMIT	08/20/2018
84	ISSUED FOR PERMIT	08/20/2018
85	ISSUED FOR PERMIT	08/20/2018
86	ISSUED FOR PERMIT	08/20/2018
87	ISSUED FOR PERMIT	08/20/2018
88	ISSUED FOR PERMIT	08/20/2018
89	ISSUED FOR PERMIT	08/20/2018
90	ISSUED FOR PERMIT	08/20/2018
91	ISSUED FOR PERMIT	08/20/2018
92	ISSUED FOR PERMIT	08/20/2018
93	ISSUED FOR PERMIT	08/20/2018
94	ISSUED FOR PERMIT	08/20/2018
95	ISSUED FOR PERMIT	08/20/2018
96	ISSUED FOR PERMIT	08/20/2018
97	ISSUED FOR PERMIT	08/20/2018
98	ISSUED FOR PERMIT	08/20/2018
99	ISSUED FOR PERMIT	08/20/2018
100	ISSUED FOR PERMIT	08/20/2018

DATE: 08/20/2018

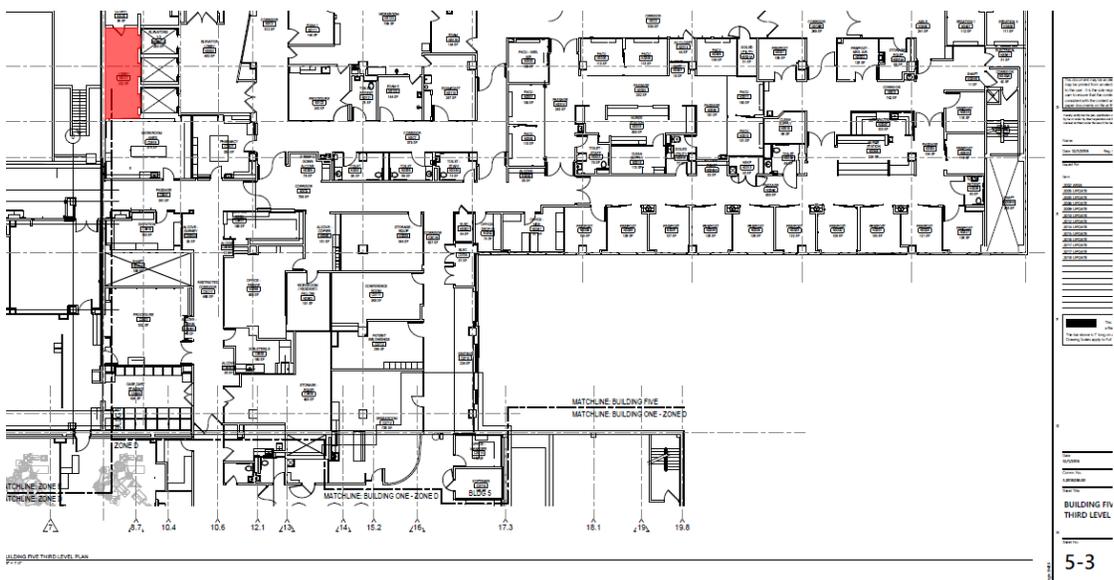
**BUILDING FIVE  
FIRST LEVEL PLAN**

**5-1**

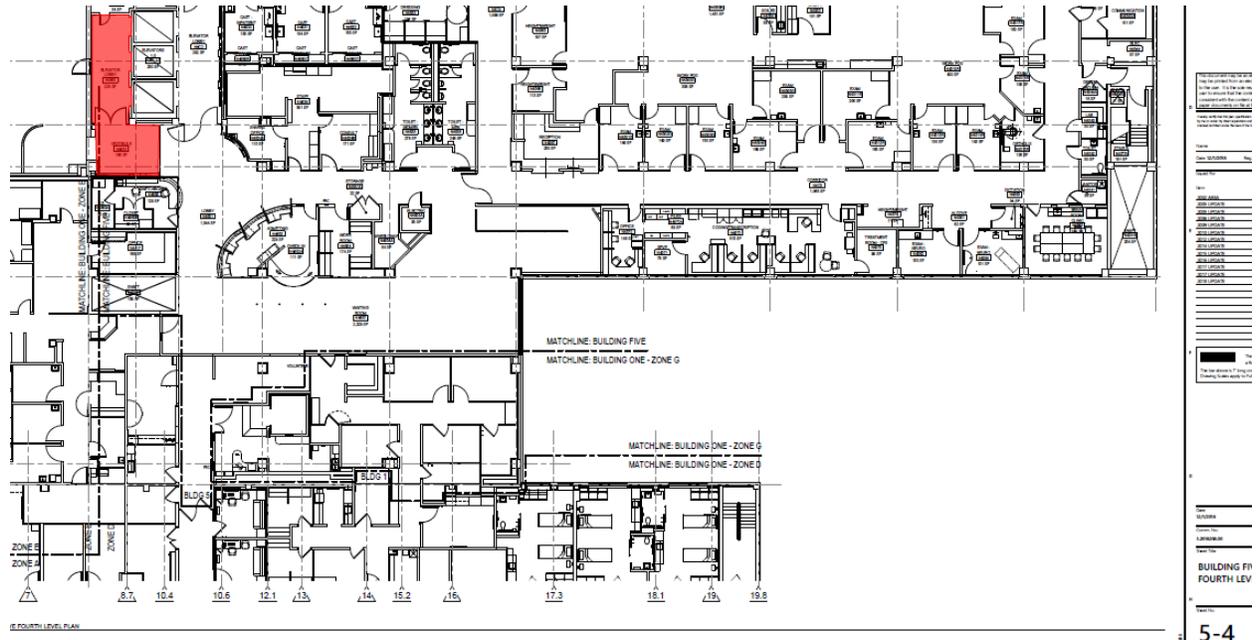
**North Building-2<sup>ND</sup> Floor Corridors, Lobbies & Restrooms:**



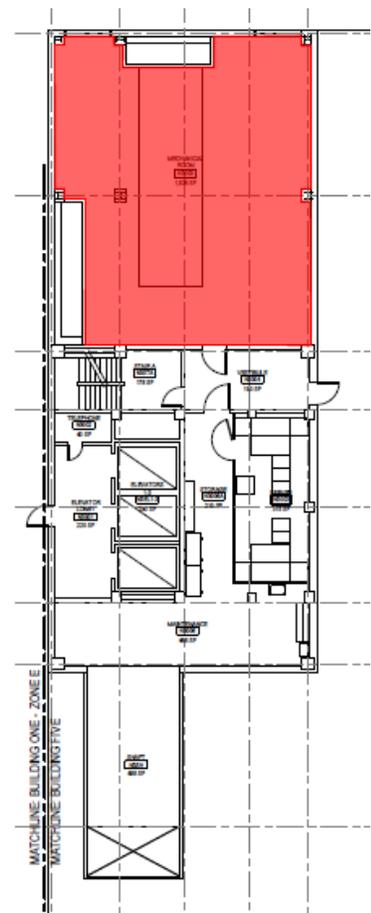
**North Building-3<sup>RD</sup> Floor Lobby:**



**North Building- 4<sup>th</sup> Floor Lobby:**



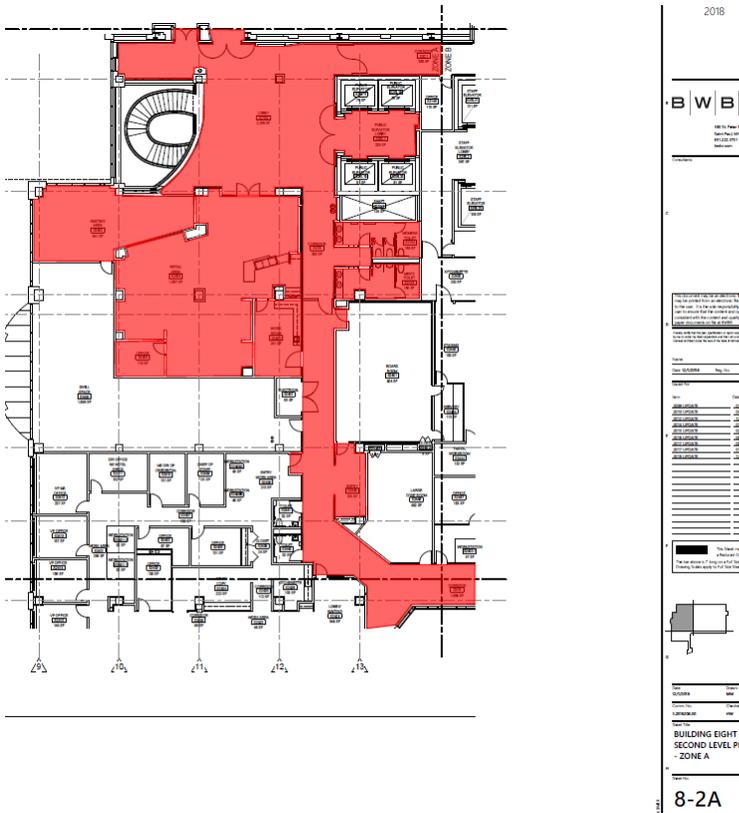
**North Building- 4<sup>th</sup> Floor Lobby:**



**South Section-1<sup>st</sup> Floor Lobbies, Corridors, Elevators & Restrooms:**



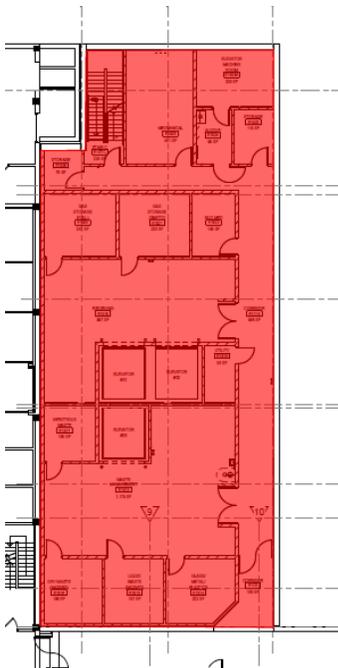
**South Section-2<sup>nd</sup> Floor Lobbies, Corridors, & Restrooms**



South Section-3<sup>RD</sup> Floor Corridors:



Loading Dock- 1<sup>ST</sup> floor:



**Loading Dock-2<sup>nd</sup> Floor:**

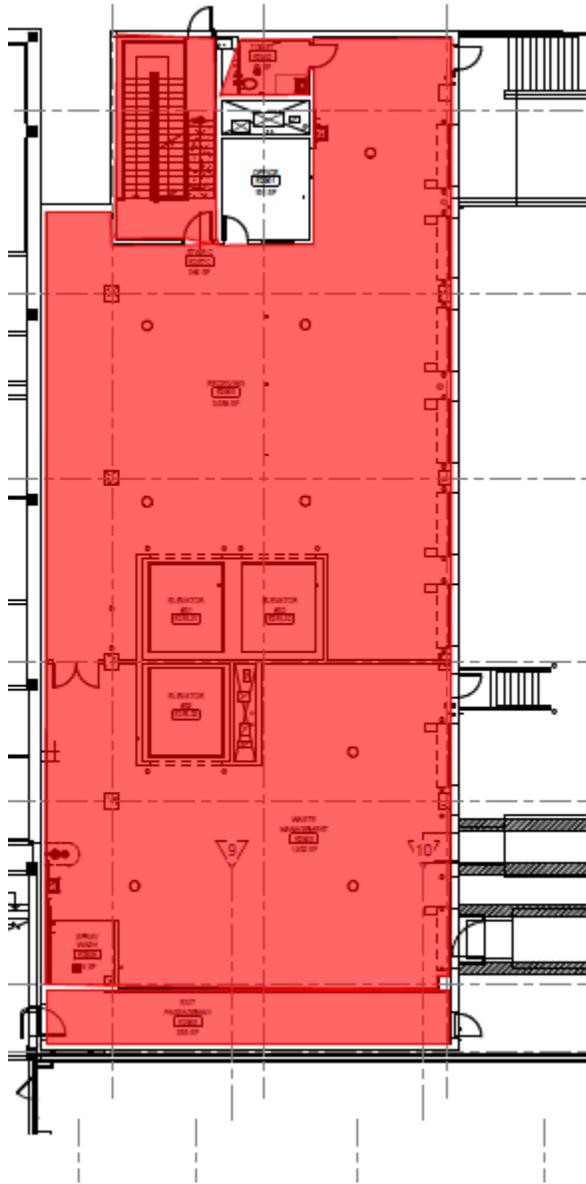


EXHIBIT C

EXHIBIT D