

**Retail Center Address: 3001 White Bear Ave, St Paul, MN 55109**

**Landlord: Maplewood Partners LLC**

**Tenant: Ramsey County, a political subdivision of the State of Minnesota**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made this July 11th 2024 by and between **Maplewood Partners LLC** ("Landlord"), and **Ramsey County, a political subdivision of the State of Minnesota** ("Tenant");

**WITNESSETH**

**DEFINITIONS**

As used herein, the term:

- A. "Demised Premises"** shall mean that certain space containing approximately 5,872 square feet situated in the Shopping Center and having an address of **3001 White Bear Ave, St Paul, MN 55109, Unit 1034**.
- B. "Retail Center"** shall mean the commercial building which contains the Demised Premises and is located at **3001 White Bear Ave, St Paul, MN 55109**.
- C. "Initial Term"** shall mean the time period from the Commencement Date to the Expiration Date.
- D. "Commencement Date"** shall mean September 1st, 2024.
- E. "Delivery Date"** shall mean the date upon the full execution of this lease agreement by all parties.
- F. "Expiration Date"** shall mean the last day of the sixth (6th) full calendar month after the "Commencement Date", February 28th, 2025, notwithstanding any termination provisions.
- G. "Term"** shall mean the Initial Term plus any Renewal Term or extension term. The Initial Term is defined as a Six (6) month term commencing on the Rent Commencement Date, notwithstanding any termination provisions.
- H. "Minimum Annual Rent"** shall be defined and shall be payable, as follows:
- Months 1 - 6: \$33,763.98 per annum, \$5,627.33 per month
- (a) "Rent Payment Address" shall mean: Maplewood Partners LLC  
PO Box 688  
White Bluff TN 37187
- Tenant also has the option to pay via ACH.
- I. "Lease Year"** shall mean a twelve (12) month period. Each Lease Year shall commence on the Commencement Date or the anniversary thereof and end twelve (12) months later.
- J. "Permitted Use"** shall mean for the operation of an office focused on in-person assistance with a wide range of county programs and services, including but not limited to emergency rental assistance, health coverage, supplemental nutrition assistance, Minnesota family investment program, various library functions, community career labs, social services, resources for pregnant and parenting families with young children, property services, voting and registering to vote, and programs for seniors and adults.

**K. "As is"** shall mean that the demised premises is to be delivered to the Tenant in as-is condition, with no Landlord responsibility prior to Tenant delivery. Further alterations of this room will be at the Tenant's sole expense and deemed to be Tenant's Work. Any work deemed to be Tenant's Work shall require written notice to Landlord, and shall require Landlord approval.

## **ARTICLE I - DEMISED PREMISES**

**1.1 DEMISED PREMISES.** For and in consideration of Rent to be paid by Tenant and of the covenants and agreements herein contained, and other good and valuable consideration, Tenant does hereby lease from Landlord the Demised Premises. Tenant's use and occupation of the Demised Premises shall include the non-exclusive use of the parking areas in the front of the Demised Premises, and the non-exclusive use in common with others entitled thereto of the common areas, common egress, driveways, employee parking areas, service roads, sidewalks and parking areas. The parties agree that Landlord's determination of the Store Floor Area shall be final, binding and conclusive.

### **1.2 ROOF AND WALLS.**

Landlord shall have the exclusive right to use all or any part of the side and rear walls of the Premises and the roof for any purpose, including but not limited to erecting signs or other structures on or over all or any part of the same, erecting scaffolds and other aids to the construction and installation of the same, and installing, maintaining, using, repairing and replacing pipes, ducts, conduits and wires leading through, to or from the Premises and serving other parts of the Center in locations which do not materially interfere with Tenant's use of the Premises. Tenant shall have no right whatsoever in the exterior of exterior walls of the Premises or the roof or any portion of the Center outside the Premises, except to erect Tenant's signage.

## **ARTICLE II - RENT**

**2.1 RENT PAYABLE.** Tenant agrees to pay to Landlord for the Demised Premises, the following (collectively referred to as "Rent"): (a) Minimum Annual Rent; (b) all additional sums, charges, or amounts of whatever nature ("Additional Rent") to be paid by Tenant to Landlord in accordance with applicable law, court order or this Lease. Commencing on the Rent Commencement Date, Tenant hereby agrees to pay to Minimum Annual Rent payable on or before the first day of each month in advance, without deduction or set-off except as otherwise provided herein, and if applicable according to Gross Annual Sales, Overage Rent on the Tenth (10th) of each calendar month on the previous month's sales.

Payments by mail shall be sent to the Rent Payment Address or at such location as Landlord may designate from time to time. If the Fixed Minimum Rent Commencement Date occurs on a day other than the first day of a calendar month, Rent for that month shall be prorated based upon the number of days from such date to the first day of the first full calendar month thereafter.

**2.2 PAYMENT OF RENT AND CHARGES.** All Rent to be paid by Tenant shall be paid as provided in this Lease, and any item which remains unpaid after ten (10) days written notice of non-payment from Landlord shall constitute an Event of Default under the terms hereof. If Tenant shall fail to pay any Rent on or before the tenth (10th) day after the due date, then Tenant shall be assessed a late fee of five percent (5%) of the amount. Tenant shall also pay to Landlord all expenses reasonably incurred in the collection of any such past due amounts, including but not limited to court costs and attorney fees.

In the event that any check, bank draft, or other instrument given to Landlord for any payment under this Lease is dishonored for any reason whatsoever not attributable to Landlord, in addition to the aforementioned late fees, Tenant shall be required to pay an administrative charge to Landlord based on the amount allowed by Governing Law, per event. Nothing in this Section shall diminish or affect Landlord's rights or remedies pursuant to Article XI of this Lease, or otherwise be deemed to waive the payment of Rent when due under the terms of this Lease.

## **ARTICLE III - POSSESSION AND QUIET ENJOYMENT**

**3.1 QUIET ENJOYMENT.** Upon payment by Tenant of the Rent herein provided, and upon the observance and

performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject nevertheless to the terms and conditions of this Lease

**3.2 LANDLORD'S REPRESENTATIONS AND WARRANTIES.** Landlord represents and warrants to Tenant, as of the date hereof:

A. Landlord is not a party to any contract that would prevent or restrict complete fulfillment by Landlord of any of the terms and conditions of this Lease or compliance with any of Landlord's obligations hereunder.

B. Landlord is the legal and equitable owner of good and indefeasible fee simple title to the Demised Premises and Shopping Center.

C. There is no actual or threatened full or partial condemnation pending with respect to the Demised Premises or Shopping Center.

D. No dispute exists concerning the location of the boundary lines and corners of the Demised Premises or Shopping Center.

E. Landlord has complied with, and to the best knowledge of Landlord, the Demised Premises and Shopping Center are in compliance with, the provisions of all federal, state and local environmental, health and safety laws, codes and ordinances and all rules and regulations promulgated thereunder ("Environmental Laws").

F. Landlord has received no notice of, and neither knows of, nor suspects, any fact(s) which might constitute violations(s) of any Environmental Laws, which relate to the use, ownership or occupancy of the Demised Premises or Shopping Center.

G. To the best knowledge of Landlord, there has been no emission, spill, release or discharge into or upon the air, soils or any improvements located thereon, surface water or groundwater, or the sewer, septic system or waste treatment, storage or disposal system servicing the Demised Premises or Shopping Center, of any toxic or hazardous substances or wastes at or from the Demised Premises or Shopping Center (any of which is hereafter referred to as a "Hazardous Discharge").

H. To the best knowledge of Landlord, there has been no complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to air emissions, spills, releases or discharges to soils or any improvements located thereon, surface water, ground water or the sewer, septic system or waste treatment, storage or disposal systems servicing the Demised Premises or Shopping Center, solid or liquid waste disposal, the use, generation, storage, transportation or disposal of toxic or hazardous substances or wastes, or other environmental, health or safety matters affecting the Landlord, the Demised Premises, Shopping Center or any improvements located thereon (any of which is hereafter referred to as an "Environmental Complaint").

I. To the best knowledge of Landlord, all improvements on the Demised Premises and Shopping Center are in compliance with applicable Environmental Laws regarding all toxic or hazardous substances or wastes, including, but not limited to, asbestos or materials containing asbestos.

J. To the best knowledge of Landlord, there are not presently nor have there ever been any underground storage tanks or other storage facilities located in, around, about or upon the Demised Premises or Shopping Center.

K. The Demised Premises and Shopping Center are in compliance with all applicable zoning and subdivision laws, regulations and ordinances for Tenant's Permitted Use.

#### **ARTICLE IV - SIGNS & DISPLAYS**

**4.1 SIGNS.** Landlord shall cooperate with Tenant to secure maximum permissible unit signage. Subject to

applicable sign regulations of any governmental authority, Tenant shall have the right to install its prototypical signage at Tenant's expense, and thereafter to modify any such signage, based upon Tenant's prototypical signage package in effect at the time of such modification. Said signage shall comply with all applicable governmental laws, ordinances, and regulations, and is subject to the approval of all applicable governmental authorities. Tenant must procure written approval from Landlord prior to erecting any signage. Signage must keep with the character and standards of the Center. Tenant is required to install signage that is in line with the character and standards of the Center.

#### **4.2 PAINTING, DECORATING, DISPLAYS, ALTERATIONS.**

Tenant may not paint, decorate or change the architectural treatment of any part of the exterior of the Premises nor any part of the interior of the Premises visible from the exterior nor make any structural alterations, additions or changes in the Premises without Landlord's written approval thereto, and will promptly remove any paint, decoration, alteration, addition or changes applied or installed without Landlord's approval and restore the Premises to an acceptable condition or take such other action with respect thereto as Landlord directs.

Tenant will install and maintain at all times, subject to the other provisions of this Section 8.6, merchandise displays in any show windows on the Premises; the arrangement, style, color and general appearance thereof and of displays in the interior of the Premises which are visible from the exterior, including, but not limited to, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained in keeping with the character and standards of the Center.

### **ARTICLE V - USE OF DEMISED PREMISES**

**5.1 TENANT'S USE.** The Demised Premises shall be used by Tenant solely for the Permitted Use and for no other purpose. Tenant shall not interrupt or disrupt the use or enjoyment of any owner, occupant, tenant or Landlord in the Shopping Center or adjoining property. Landlord represents and warrants that the Permitted Use does not violate any exclusive use rights, if any. Tenant agrees that it will not suffer or permit the Demised Premises to be used for any unlawful or immoral purpose. Tenant shall not permit any article to be brought on or any act to be done on or in the Demised Premises which shall render the Demised Premises or the building of which they are a part uninsurable, nor permit any vibration, noise or noxious odor to emit from the Demised Premises. Tenant, in the conduct of its business will at its own expense, obtain all occupancy permits for the Demised Premises, except for any temporary or interim certificate of occupancy which is the responsibility of Landlord to obtain hereunder.

**5.2 UTILITIES.** Tenant shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications which must be approved in writing by Landlord.

Landlord shall provide utilities to Tenant (water, trash removal, sewer, gas, and electric).

Tenant shall operate its heating and air conditioning so that the temperature in the Premises will be the same as that in the adjoining mall, and set Tenant's thermostat at the same temperature as that thermostat in the mall which is nearest the Premises. Tenant shall be responsible for the installation, maintenance, repair and replacement of air conditioning, heating and ventilation systems within and specifically for the Premises, including all components such as air handling units, air distribution systems, motors, controls, grilles, thermostats, filters and all other components. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to periodically inspect, adjust, clean and repair such systems, including changing filters on a quarterly basis. Tenant shall promptly furnish a copy of each inspection and service report to the Center manager. If Tenant's use of the Premises results in special exhaust requirements, Tenant shall have the exhaust fans interlocked with the make-up air units. In the event Tenant requires the use of telecommunication services, including, but not limited to, credit card verification and/or other data transmission, then Tenant shall contract for such services with one of the service providers available at the Center.

Landlord has the option to, at Landlord's expense, furnish the unit with a submeter and bill Tenant for Tenant's Demised Premise share of electrical and water usage.

## **ARTICLE VI - MAINTENANCE**

### **6.1 LANDLORD'S MAINTENANCE.**

Landlord shall keep or cause to be kept the foundations, roof and structural portions of the walls of the Premises in good order, repair and condition except for damage thereto due to the acts or omissions of Tenant, its agents, employees or invitees. The foregoing provision shall not prejudice Landlord's right to include the cost of maintaining the roof over the Premises within the provisions of Article VI of this Lease. Landlord shall commence required repairs as soon as reasonably practicable after receiving written notice from Tenant thereof. This Section 6.1 shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which events the obligations of Landlord shall be controlled by Articles XVI and XVII. Except as provided in this Section 6.1 Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, merchandise, stock in trade, facilities or fixtures therein, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Areas of which Tenant has knowledge.

### **6.2 TENANT'S MAINTENANCE.**

Tenant shall at all times, at Tenant's sole cost and expense, keep the Premises (including all entrances and vestibules) and all partitions, window and window frames and mouldings, glass, store fronts, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical, plumbing, waterproofing, ventilating and air conditioning fixtures and systems and other mechanical equipment and appurtenances) and all parts of the Premises, and parts of Tenant's Work not on the Premises, not required herein to be maintained by Landlord, in good order, condition and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted, (including but not limited to doing such things as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies, such as but not limited to the Americans with Disabilities Act of 1990 and the Williams-Steiger Occupational Safety and Health Act). If replacement of equipment, fixtures and appurtenances thereto is necessary, Tenant shall replace the same with new or completely reconditioned equipment, fixtures and appurtenances, and repair all damages done in or by such replacement. If Tenant fails to perform its obligations hereunder, Landlord without notice may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of Minimum Monthly Rent due hereunder.

**6.3 CONDITION OF DEMISED PREMISES AT TERMINATION OR EXPIRATION.** At the expiration or earlier termination of the Term of this Lease, Tenant will quit and surrender the Demised Premises with those portions of the Demised Premises for which Tenant is responsible for maintaining hereunder in good condition and repair, reasonable wear and tear thereof and alterations, additions, erections, or improvements permitted. All Permanent Improvements on or in said Demised Premises at the expiration or earlier termination of the Term of this Lease, except furniture or trade fixtures installed at the expense of Tenant, are deemed a part of the Demised Premises and shall remain upon and be surrendered with the Demised Premises. Tenant shall deliver all keys and security codes for the Demised Premises to Landlord. Should Tenant fail to remove its furniture and trade fixtures from the Demised Premises prior to the expiration or earlier termination of this Lease, then they shall be considered abandoned and become the property of Landlord.

**6.4 LIENS.** Tenant will not permit or suffer any lien to attach to the Demised Premises or the Shopping Center, or the interest of Landlord, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any lien. Tenant covenants and agrees to save and hold harmless Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the Demised Premises or the Shopping Center, or the interest of Landlord as a result of additions, alterations, repairs, installations, or improvements made by or claimed to have been made by Tenant or anyone holding any part of the Demised Premises through or under Tenant, or any other work, act, or failure to act of any of the foregoing, Tenant shall fully pay or discharge the same within ten (10) days from the filing thereof. If Tenant fails to so discharge any such lien by payment, bond, or court order, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, for the account of Tenant, and all expenses incurred by Landlord in so discharging said lien (including the cost of any bond and any costs paid to the bonding agency, plus any interest

imputed during the time in which the bond is in force) shall be paid by Tenant to Landlord as Additional Rent upon demand.

**6.5 HAZARDOUS MATERIALS.** (a) Neither Landlord nor Tenant shall use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Demised Premises or Shopping Center, or any part thereof, of any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, or polluting matter, waste, oil or substance, or related injurious materials or waste, whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials"). Further, Landlord or Tenant shall not use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Demised Premises or Shopping Center of any material, substance, or chemical which is regulated by any federal, state, or local law, rule, ordinance, or regulation (collectively "Regulated Materials"). Notwithstanding the foregoing, in the event Tenant's use of the Demised Premises requires the use and/or storage of any Hazardous Materials and/or Regulated Materials on or about the Demised Premises, Tenant may use and store upon the Demised Premises such materials. Tenant shall comply with all laws, rules, regulations, statutes, and ordinances with respect to such use and storage, including, without limitation, the removal and disposal of such Hazardous Materials and/or Regulated Materials at the expiration or earlier termination of this Lease, and the regular frequent maintenance of the systems using such Hazardous Materials and/or Regulated Materials and the disposal thereof, and to provide evidence of such maintenance or disposal upon request of Landlord.

(b) Tenant shall defend, indemnify, protect, and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including reasonable attorney fees) for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (1) the presence in, on, under, or about the Demised Premises, or discharge in or from the Demised Premises, of any Hazardous Materials and/or Regulated Materials to the extent such presence is attributable to Tenant, or Tenant's contractors, licensees, agents, servants, or employees; or (2) Tenant's failure to comply with any federal, state, county, municipal, local, or other law, rule, ordinance, or regulation now or hereafter in effect relating to the industrial hygiene, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal, or disposal of Hazardous Materials and/or Regulated Materials. In addition, in the event that Hazardous Materials and/or Regulated Materials are present in, on, under, or about the Demised Premises, and the presence of the same is attributable to Tenant, Tenant shall remediate such Hazardous Materials and/or Regulated Materials to the extent required by law.

(c) Landlord shall defend, indemnify, protect, and hold Tenant and each of Tenant's shareholders, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including reasonable attorney fees) for death of or injury to any person or damage to any property whatsoever, arising from: (1) the presence in, on, under, or about the Demised Premises, or discharge in or from the Demised Premises, of any Hazardous Materials and/or Regulated Materials, to the extent such presence is attributable to Landlord, or Landlord's other tenants, contractors, licensees, agents, servants or employees; or (2) Landlord's failure to comply with any federal, state, county, municipal, local, or other law, rule, ordinance, or regulation now or hereafter in effect relating to the industrial hygiene, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal, or disposal of Hazardous Materials and/or Regulated Materials. In addition, in the event that Hazardous Materials and/or Regulated Materials are present in, on, under, or about the Demised Premises, and the presence of the same is not attributable to Tenant, Landlord shall (i) remediate such Hazardous Materials and/or Regulated Materials to the extent required by law; (ii) cause such Hazardous Materials and/or Regulated Materials to be remediated by the responsible party; or (iii) provide notice to Tenant, within thirty (30) days after the presence of same is discovered, that Landlord does not intend to remediate such due to the prohibitive cost thereof, at which time the Tenant shall become vested with a sixty (60) day right to terminate this Lease.

## **ARTICLE VII - INSURANCE**

**7.1 INDEMNIFICATION BY LANDLORD.** Landlord covenants and agrees that it will protect and save and keep Tenant forever free and harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance whether occasioned by the negligent or willful act of Landlord, or those acting

on behalf of Landlord; and that Landlord will at all times protect, indemnify, and save and keep Tenant free and harmless and indemnified against and from all claims, loss, cost, damage or expense arising out of or from any negligent act or omission or willful misconduct of Landlord, or Landlord's contractors, licensees, agents, servants, employees, or invitees; and that Landlord will protect, indemnify, save and keep Tenant free and harmless and indemnified against and from any and all claims and any and all losses, costs, damages or expenses arising out of any failure of Landlord in any respect to comply with and perform all the terms, conditions, covenants, requirements and provisions of this Lease to be performed by Landlord. Notwithstanding the foregoing, Landlord's obligations under this shall not protect or indemnify Tenant from its own negligence or willful misconduct, nor that of its contractors, licensees, agents, servants or employees.

## **7.2 TENANT'S INSURANCE.**

Tenant agrees to carry commercial general liability insurance on the Premises during the Lease Term, covering the Tenant and naming the Landlord, Brookwood Capital Partners LLC as additional insureds with terms and companies satisfactory to Landlord, on an Occurrence form with a limit of not less than \$1,000,000.00 for any one (1) occurrence. Tenant shall also carry Umbrella or Excess insurance in an amount of not less than \$2,000,000.00. Tenant's insurance will include contractual liability coverage recognizing this Lease, products and completed operations liability. Tenant shall provide notice to Landlord immediately upon receipt of any notice received by Tenant from its insurance carrier advising of non-renewal or cancellation of the policies required under this Lease. Tenant also agrees to carry insurance against fire and such other risks as are from time to time required by Landlord, including, but not limited to, a standard "All Risk" policy of property insurance protecting against all risk of physical loss or damage, including without limitation, sprinkler leakage coverage and plate glass insurance covering all plate glass in the Premises (including store fronts), in amounts not less than the actual replacement cost, covering all of Tenant's merchandise, trade fixtures, furnishing, wall covering, floor covering, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Premises. Upon the Commencement Date and annually thereafter, Tenant shall provide Landlord with certificates or, at Landlord's request, copies of the policies, evidencing that such insurance is in full force and effect and stating the terms thereof, including all endorsements. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability under hereof and shall be subject to increase at any time, and from time to time, after the commencement of the fifth (5th) year of the Lease Term if Landlord in the exercise of its reasonable judgment shall deem necessary for adequate protection.

Within thirty (30) days after demand therefore by Landlord, Tenant shall furnish Landlord with evidence that it has complied with such demand. Notwithstanding the above mentioned commercial general liability insurance policy limit for Tenant, if Tenant after obtaining Landlord's prior written consent, does or intends to bring, possess, use, store, treat or dispose any Hazardous Material (herein defined) in or upon the Premises or Center, Landlord shall have the right, as a condition to such consent, to require Tenant to purchase additional public liability insurance with coverage of no less than Five Million and 00/100 Dollars (\$5,000,000.00) and to purchase environmental impairment liability insurance with coverage of no less than Five Million and 00/100 Dollars (\$5,000,000.00) with a deductible of no greater than Fifty Thousand and 00/100 Dollars (\$50,000.00) to insure that anything contaminated with or by the Hazardous Material be removed from the Premises and/or the Center, and that the Premises and/or the Center be restored to a clean, neat, attractive, healthy, sanitary and non-contaminated condition. Tenant shall have the right to self-insure with respect to the insurance requirements set forth herein.

## **ARTICLE VIII - DAMAGE**

**8.1 DAMAGE TO PERSONAL PROPERTY.** All personal property, fixtures, goods, wares, and merchandise in or about the Demised Premises or the Shopping Center shall be and remain at Tenant's sole risk. Landlord shall not be responsible or liable to Tenant or others for any damage to, or loss of such personal property, improvements, fixtures, goods, wares, or merchandise, theft, or personal injury except only as may be occasioned by Landlord's breach or default of this Lease or the negligent acts or omissions or willful misconduct of Landlord, or that of its contractors, licensees, agents, servants or employees.

**8.2 DAMAGE TO REAL PROPERTY.** If the Shopping Center building housing the Demised Premises shall be damaged by fire or other casualty but is not rendered untenable in whole or in part, Landlord shall promptly, at its

own expense, cause such damage to be repaired, and Rent shall not be abated or reduced. If by reason of such occurrence, the Demised Premises shall be rendered untenable only in part, Landlord shall promptly, at its own expense, cause the damage to be repaired, and the Fixed Minimum Rent and Additional Rent, shall be reduced proportionately during such period of untenability. If the Demised Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the Fixed Minimum Rent and Additional Rent shall abate wholly during the period of such untenability. Notwithstanding the foregoing, Landlord may terminate this Lease by giving Tenant written notice within thirty (30) days after such damage makes the Demised Premises partially or totally untenable, and any unearned rent and deposits, if applicable, shall be apportioned and returned to Tenant, if (a) the damage results from a cause not insured; (b) twenty-five percent (25%) or more of the floor area of the Demised Premises has been rendered untenable; (c) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for the repair and restoration of the Demised Premises; (d) Landlord's mortgagee or the applicable governmental authorities refuse to give their approval and consent to the repair and restoration; or (e) this Lease is in the last twelve (12) months of the term. Any such termination shall not affect any rights accrued to Landlord because of prior defaults by Tenant. If Landlord does not elect to terminate this Lease, then the Lease shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair the damage. In all instances, Landlord shall restore the building which houses the Demised Premises and common areas adjoining the Demised Premises, and that portion of the Demised Premises which Landlord is required to maintain pursuant to this Lease, to the condition they were in prior to the damage. Landlord shall have no responsibility to restock or refixture the Demised Premises, and Tenant shall have ninety (90) days after delivery of access to Tenant by Landlord to complete its refixturing and restocking of the Demised Premises. During the course of any such repairs, Landlord shall be entitled to use of the common areas for storage of materials and staging of any appropriate work, including such temporary denial of pedestrian or vehicular access as is necessary or appropriate, provided Landlord provides adequate access and parking on a temporary basis which is in keeping with all fire and safety codes or other regulation applicable to the Demised Premises.

#### **ARTICLE IX - CONDEMNATION**

**9.1 CONDEMNATION.** In the event that any portion of the Demised Premises shall be taken or condemned for public use, Landlord shall either terminate this Lease or rebuild and restore the remaining portion thereof, so as to make an architecturally complete unit and return the Demised Premises, to the extent reasonably possible, to the condition in which it existed immediately prior to such condemnation, and the Fixed Minimum Rent and Additional Rent provided for under the provisions of this Lease shall be reduced in the proportion which the actual floor area of the Demised Premises taken bears to the entire floor area of the Demised Premises. However, in the event that twenty five percent (25%) or more of the total floor area of the Demised Premises shall be so taken, either Tenant or Landlord may cancel and terminate this Lease by serving upon the other party a written notice of its intention to do so within thirty (30) days after the condemnation judgment shall be entered, in which event Landlord shall not be required to restore or rebuild the Demised Premises. Moreover, in the event that twenty-five percent (25%) or more of the ground area of the Shopping Center or parking area of the Shopping Center shall be so taken (regardless of whether such taking physically affects the Demised Premises), either Tenant or Landlord may cancel and terminate this Lease by serving upon the other party a written notice of its intention to do so after the condemnation judgment shall be entered. Tenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the store unit or the improvements thereto or of Tenant's leasehold interest therein. Landlord's obligation to restore the Demised Premises shall not include restoration of any alterations, additions, or betterments made by Tenant in or about the Demised Premises. Notwithstanding the foregoing, Tenant shall have the right to claim such compensation as may be separately awarded or allocated by the condemning authority by reason of any cost or loss which Tenant might incur, provided that the same shall not diminish Landlord's award.

#### **ARTICLE X - ASSIGNMENT AND SUBLETTING; TRANSFER; TERMINATION**

**10.1 TENANT ASSIGNMENT.** Tenant shall not have the right to assign, transfer, encumber, or sublease this Lease without the written consent of Landlord to any party whatsoever.



**10.2 TERMINATION CLAUSE.** Landlord has the right to terminate this lease with 30 days written notice. The lease shall be null and void upon 30 days after delivery of such notice. Tenant shall remain liable for the performance of all terms, covenants and conditions of this Lease through the effective date of such termination.

**10.3 FINANCIAL STATEMENTS & SALES REPORTING.** From time to time, upon Landlord's written request, Tenant shall promptly furnish to Landlord financial statements prepared by Tenant's independent certified public accountant setting forth Tenant's then-current financial condition. Tenant is required to share monthly sales reports to Landlord no later than the 15th of each month for the previous month.

## **ARTICLE XI - DEFAULT AND RE-ENTRY**

### **11.1 DEFAULT AND REMEDIES.**

(a) Upon the failure of Tenant to (i) pay Rent or any sum of money as provided herein, which failure is not cured within ten (10) days after notice from Landlord, or (ii) perform or observe any non-monetary covenant in the Lease, which failure is not cured within thirty (30) days after notice from Landlord, (either an "Event of Default"), then Landlord may do any of the following:

1) Landlord may terminate this Lease, upon written notice to Tenant;

2) Landlord may remove Tenant's property from the Demised Premises and store the same at Tenant's expense and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Landlord may also sell such property at a public or private sale, with the proceeds being applied to the costs of sale and storage, Landlord's reasonable attorney fees, amounts owed to Landlord under this Lease, and with any surplus paid to Tenant, in that order. Tenant waives any rights to re-enter the Demised Premises and any rights of redemption;

**11.2 DAMAGES.** If this Lease is terminated by Landlord pursuant to Section 11.1, Tenant nevertheless shall remain liable for all Rent which may be due or damages which may be sustained prior to such termination, and all reasonable costs, fees, and expenses, including attorney fees, incurred by Landlord in pursuit of its remedies hereunder, and/or in connection with any bankruptcy proceedings of Tenant, and/or in connection with renting the Demised Premises to others from time to time. If this Lease is terminated pursuant to Section 11.1, Landlord may relet the Demised Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term of this Lease), and on such commercially reasonable terms and conditions as Landlord may determine.

**11.3 DEFAULT BY LANDLORD.** Landlord shall be charged with default in the performance of any of its obligations hereunder: (i) if Landlord shall have failed to perform such obligations within thirty (30) days after written notice to Landlord, or (ii) if the failure cannot with due diligence be cured within such 30-day notice period, Landlord shall fail to proceed promptly after the giving of such notice to cure such failure and thereafter to prosecute and complete the curing thereof with due diligence within such notice period and promptly thereafter to Tenant's reasonable satisfaction ("Landlord Default"). In the event of a Landlord Default which remains uncured after the applicable notice and cure period, then Tenant may, at its option (but shall not be required to do so), cure the Landlord Default on behalf of the Landlord. Landlord shall reimburse Tenant for the reasonable and actual expenses incurred by the Tenant in the performance of such cure within thirty (30) days from receipt of an invoice therefor, accompanied by such reasonable documentary evidence as Landlord may request. In the event that Landlord fails to so reimburse Tenant with the thirty (30) day period, then such amount shall be deducted from the next installment and successive installments of Rent that become due. In the event of a Landlord Default which remains uncured by Landlord for a period of more than ninety (90) days and has a material and adverse impact on Tenant's ability to do business in the Shopping Center, Tenant may terminate this Lease upon written notice to Landlord without any further liability to Landlord, except for any liabilities and obligations accrued prior to the termination of the Lease, provided, however, Tenant's right to terminate the Lease under this Section 11.3 shall expire, and become null and void, immediately upon a cure of the Landlord Default completed prior to Tenant's termination of the Lease.

Notwithstanding any other provision herein to the contrary, if Landlord shall make an assignment for the benefit of creditors, or if the interest of the Landlord in the Demised Premises shall be sold under execution or other process

of law, or if the Landlord shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed for the Landlord by any Court, or if the Demised Premises become the subject of any foreclosure or execution sale or proceeding, whether pending or completed, and, after written notice from the Tenant, Landlord fails to cure such default or condition within 30 days after receipt of such notice, then Tenant may terminate this Lease without further notice to Landlord. The remedies of Tenant hereunder shall not be exclusive, but said remedies shall be cumulative and in addition to any other rights or remedies provided by applicable law or at equity.

## **ARTICLE XII - INSPECTION**

**12.1 LANDLORD'S INSPECTION RIGHTS.** Landlord shall have the right at all reasonable times to enter upon the Demised Premises to inspect and make repairs, install, maintain, and repair pipes or other utility lines to provide service to or for other premises located in the Shopping Center, or to bring potential purchasers or mortgagees into the Demised Premises, provided the same does not unreasonably disturb or limit the rights of Tenant to the use and enjoyment of the Demised Premises.

## **ARTICLE XIII - SUBORDINATION AND ESTOPPEL**

**13.1 SUBORDINATION.** The rights of Tenant under this Lease shall be subordinate to the lien and terms and conditions of the instrument or the lien resulting from any method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon the real estate of which the Demised Premises are a part. Subject to the terms and conditions of this Lease, if the interest of Landlord in the Demised Premises shall be transferred to and owned by the holder of any deed of trust or mortgage ("Lender") by reason of foreclosure or any other manner, Tenant shall be bound to Lender under all of the terms of the Lease. Subject to the terms and conditions of this Lease, Tenant does hereby attorn to (a) the Lender as its landlord when the Lender is in possession of the Demised Premises, (b) a receiver appointed in any action or proceeding to foreclose the deed of trust or mortgage, (c) any party acquiring title to the Demised Premises, and (d) any successor to Landlord; said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon such successor succeeding to the interest of Landlord in the Demised Premises. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then-remaining balance of the Term of the Lease and any such extensions and renewals, shall be the same as set forth herein. The provisions of this Section 13.1 shall be self-operative. Tenant, however, upon the request of any Lender or Landlord, shall execute, within fifteen (15) days after such request, instruments in confirmation of the foregoing provisions of this Section 13.1, in the form reasonably requested by any such Lender or Landlord.

**13.2 ESTOPPEL.** Tenant agrees within fifteen (15) days after written request, to execute, and deliver to Landlord and/or Landlord's designee a certificate evidencing whether or not: (i) this Lease is in full force and effect; (ii) this Lease has been amended in any way; (iii) there are any existing defaults by Landlord hereunder and specifying the nature of such defaults, if any; (iv) Landlord has performed all improvements or other work, if any, required under this Lease; (v) the date to which Rent has been paid; (vi) there is any security deposit held by Landlord and the amount thereof, if any; and (vii) the address to which notices are to be given to Tenant. Landlord and Tenant acknowledge that estoppel certificates which may be requested by either party hereafter may contain more or less information than set forth above.

**13.3 RECORDING.** Landlord and Tenant agree that this Lease shall not be recorded but that, upon request by either party, a short form lease of even date herewith shall be executed and recorded at the expense of the requesting party (but with financial terms redacted), in accordance with Governing Law.

## **ARTICLE XIV - GENERAL PROVISIONS**

**14.1 BROKERS.** Each of the parties represents and warrants that it has engaged no other broker and that no other claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease. Each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation the cost of attorney fees in connection therewith).

**14.2 HOLDING OVER.** In the event that Tenant shall hold over after the expiration of this Lease for any reason with the consent of Landlord, the tenancy thereafter shall be month-to-month, and shall be governed by the terms of this Lease; and thereafter, in all cases, thirty (30) days' written notice shall be required to terminate such tenancy. The above notwithstanding, during any holdover period, all the terms and conditions of this Lease shall govern said month-to-month tenancy except that Fixed Minimum Rent shall increase to 150% of the Fixed Minimum Rent amount in effect just prior to the commencement of the holdover period.

**14.3 CHANGES TO SHOPPING CENTER.** Except as otherwise provided herein, Landlord reserves the right at any time, to (a) make or permit changes to the Shopping Center (excluding the Demised Premises), including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the buildings or common areas; (b) construct improvements in the Shopping Center (excluding the Demised Premises) and make alterations thereof or additions thereto; (c) enlarge the Shopping Center by constructing buildings in the Shopping Center with or without any new common areas, and/or by including within the Shopping Center other properties now or hereafter owned by Landlord adjacent to the Shopping Center; and (d) convey portions of the Shopping Center to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof. Any new buildings, properties, and/or common areas shall be treated as though they were originally a part of the Shopping Center. Notwithstanding the foregoing, Landlord hereby covenants and agrees that it shall not make any changes or modifications to, nor construct, develop or build any buildings or improvements in the other common areas of the Shopping Center that will obstruct or interfere with the public's view and line of sight of the storefront of the Demised Premises or obstruct or interfere with Tenant's ability to unload and load deliveries.

**14.4 ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES.** It is understood and agreed that this Lease and the exhibits, addenda, and riders attached hereto contain the entire agreement between the parties and shall not be modified except in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by, the parties hereto, their heirs, executors, administrators, successors, and assigns and are not intended to confer any rights or remedies, hereunder to any third party.

**14.5 FORCE MAJEURE.** In the event that either party shall be delayed or hindered in or prevented from doing or performing any act required in this Lease, other than the payment of monies due, by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, delays attributable to the other party, or other causes beyond its reasonable control, then that party shall not be liable or responsible for any such delays, and the doing or performing of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**14.6 LANGUAGE.** Feminine, neutral, and masculine pronouns, the plural and the singular, and words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange. The headings, titles, and captions contained herein are for convenience and reference only, and shall not be deemed to explain, modify, amplify, expand, limit, or define the terms and provisions of this Lease. In any leap year, February 28th shall be deemed February 29th for purposes of Expiration Date, Term and Rent.

**14.7 EFFECTIVE DATE.** This Lease shall be effective as of the earlier of (i) the date executed by both Landlord and Tenant or (ii) the Commencement Date, and all terms and conditions shall be applicable even though the Term of the Lease has not yet commenced.

**14.8 GOVERNING LAW.** This Lease shall be governed and construed under the laws of the state in which the Shopping Center is located ("Governing Law"). If Tenant is not an individual, Tenant represents and warrants that throughout the Term of this Lease, Tenant is and shall be a valid legal entity, duly licensed to do business in the state in which the Shopping Center is located.

**14.9 CONDUCT PRIOR TO EXECUTION.** Neither the negotiation of the terms of this Lease nor its submission thereof for examination or signature shall constitute an offer or agreement to enter into a lease, and this Lease shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Tenant.

**14.10 COUNTERPARTS.** This Lease may be executed in one or more counterparts (including by facsimile or electronic transmission), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by all or the parties hereto and delivered to the other parties.

**14.11 VALIDITY AND SEVERABILITY.** Each provision of this Lease shall be construed in a manner as to give it the fullest legal force and effect possible. To the extent any provision is held to be unenforceable or invalid, the unenforceability or invalidity of such provision shall not affect the enforceability or validity of the remaining provisions of this Lease.

**14.12 WAIVER.** No waiver of any provision of this Lease shall be deemed or shall constitute a waiver of any other provision hereof, or shall constitute a continuing waiver unless expressly provided in writing by the party granting the waiver.

**14.13 ATTORNEYS FEES.** In the event of any breach of this Lease, and/or any litigation between Landlord and Tenant arising out of this Lease, the non-prevailing party shall pay to the prevailing party all reasonable costs and expenses, including but not limited to attorney fees, paralegal fees, filing fees and court costs, incurred by the prevailing party in connection with the litigation, which shall be payable on demand, and, as Additional Rent, subject to all of Landlord's rights and remedies provided herein.

**14.14 OFAC CERTIFICATION.** Tenant represents and warrants that neither Tenant nor the persons controlling Tenant are acting directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National or Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above mentioned.

LANDLORD:

**Maplewood Partners LLC**

By:

Name:

Title:

TENANT:

**Ramsey County, a political subdivision of the State of Minnesota**

By:

Name:

Title:

By: *Jean Krueger*

Name: Jean Krueger

Title: Director, Property Management

APPROVED AS TO FORM:

By: *Kathleen Ritter*

Name: Kathleen Ritter

Title: Assistant County Attorney