



Regional Railroad Authority

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

March 19, 2024 - 10 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

1. **Agenda of March 19, 2024 is Presented for Approval** [2024-088](#)
Sponsors: County Manager's Office
Approve the agenda of March 19, 2024.
2. **Minutes from February 6, 2024 are Presented for Approval** [2024-089](#)
Sponsors: County Manager's Office
Approve the February 6, 2024 Minutes.

ADMINISTRATIVE ITEMS

3. **First Amendment to the Operating Agreement with National Railroad Passenger Corporation (Amtrak)** [2024-007](#)
Sponsors: Public Works
 1. Approve the first amendment between National Railroad Passenger Corporation (Amtrak), 60 Massachusetts Avenue, N.E., Washington, DC 20002, and the Ramsey County Regional Railroad Authority to provide use of the terminal tracks and platform associated with storage of one train overnight at Union Depot for the term of the agreement.
 2. Authorize the Chair to execute the first amendment.
4. **Second Amendment to Station Lease Agreement with National Railroad Passenger Corporation (Amtrak)** [2024-006](#)
Sponsors: Public Works
 1. Approve the second amendment between National Railroad Passenger Corporation (Amtrak), 60 Massachusetts Avenue, N.E., Washington, DC 20002, and the Ramsey County Regional Railroad Authority to provide additional space and services associated with storage of one train overnight at Union Depot for the term of the lease.
 2. Authorize the Chair to execute the second amendment.
5. **Lease Agreement with Double Track Interactive, LLC dba Choo Choo Bob's Train Store for Retail Space at Union Depot** [2024-073](#)
Sponsors: Property Management
 1. Approve the lease agreement with Double Track Interactive, LLC dba Choo Choo Bob's

Train Store, 4065 Jersey Avenue North, Crystal, MN, 55427, for space at Union Depot, 214 East 4th Street, Saint Paul, MN, Suites 140 and 150, for the period from March 25, 2024, through March 31, 2026, for the total amount of \$39,000, with two additional option years at an increased rate.

2. Authorize the Chair to execute the lease agreement.

CORRIDOR UPDATES

ADJOURNMENT



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-088

Meeting Date: 3/19/2024

Sponsor: County Manager's Office

Title

Agenda of March 19, 2024 is Presented for Approval

Recommendation

Approve the agenda of March 19, 2024.



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-089

Meeting Date: 3/19/2024

Sponsor: County Manager's Office

Title

Minutes from February 6, 2024 are Presented for Approval

Recommendation

Approve the February 6, 2024 Minutes.

Attachments

1. February 6, 2024 RRA Minutes.

February 6, 2024 - 10 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Regional Railroad Authority met in regular session at 10:55 a.m. with the following members present: Frethem, McGuire, Moran, Reinhardt, Xiong and Chair Ortega. Also present were Ryan O'Connor, County Manager.

ROLL CALL

Present: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Absent: Martinson

1. Agenda of February 6, 2024 is Presented for Approval [2024-013](#)

Sponsors: County Manager's Office

Approve the agenda of February 6, 2024.

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: Martinson

2. Minutes from January 2, 2024 are Presented for Approval [2024-012](#)

Sponsors: County Manager's Office

Approve the January 2, 2024 Minutes.

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: Martinson

ADMINISTRATIVE ITEMS

3. Amendment to Red Rock Corridor Commission Appointment [2024-028](#)

Sponsors: Regional Railroad Authority

1. Appoint Commissioner Ortega to the Red Rock Corridor Commission.
2. Appoint Commissioner Xiong as the alternate to the Red Rock Corridor Commission.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: Martinson

Resolution: R2024-005

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 11:04 a.m.

Regional Railroad Authority

Request for Board Action

Item Number: 2024-007

Meeting Date: 3/19/2024

Sponsor: Property Management
Sponsor: Public Works

Title

First Amendment to the Operating Agreement with National Railroad Passenger Corporation (Amtrak)

Recommendation

1. Approve the first amendment between National Railroad Passenger Corporation (Amtrak), 60 Massachusetts Avenue, N.E., Washington, DC 20002, and the Ramsey County Regional Railroad Authority to provide use of the terminal tracks and platform associated with storage of one train overnight at Union Depot for the term of the agreement.
2. Authorize the Chair to execute the first amendment.

Background and Rationale

The Ramsey County Regional Railroad Authority (RCRRA) executed a twenty-year operating agreement with National Railroad Passenger Corporation on November 29, 2013, for Amtrak's use of the terminal tracks and platforms at the renovated Union Depot in downtown Saint Paul, a multi-modal transit and transportation hub. The agreement allowed Amtrak to operate the *Empire Builder*, a passenger train service between Chicago and Seattle/Portland, at and through Union Depot. Amtrak began train service and train passenger operations at Union Depot in second quarter 2014. Concurrent with the execution of the operating agreement, a lease agreement was executed providing space for Amtrak's ticket, baggage and passenger services.

Amtrak intends to add a second west-bound train in 2024 arriving at Union Depot from Chicago and returning to Chicago the following day. The additional service will follow the same route and serve the same station cities as Amtrak's *Empire Builder* long-distance train, plus two additional stops in Wisconsin. The new service will be complementary to the *Empire Builder* schedule, arriving at Union Depot in the early evening and leaving Union Depot midday. The new service will be a state-supported route, meaning Minnesota, Wisconsin and Illinois fund the service and Amtrak provides equipment and crews.

The first amendment provides for the overnight storage of one train at Union Depot and use of an expanded area of the terminal tracks. The amendment removes Amtrak's exclusive use of the tracks and platform and their role in approving other trains and also eliminates the third-party claims administration fund with the return of the fund balance in 2025 assuming there are no claims in the next year. Amtrak will be responsible for payment of a train storage fee and utility costs associated with the overnight train storage in accordance with the Station Lease.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

RCRRA strives to build a robust, multi-modal, public transportation system that is connected to long-distance transportation services such as intercity bus and passenger train. Union Depot is the Twin Cities premier transportation hub and is the only intercity passenger train station in the Twin Cities. Maintaining multimodal

transit and transportation services at Union Depot provides access to these resources in one location for all to use. Additional intercity passenger train service provides more affordable and accessible travel options that are better connected to urban centers and other destinations. Contracts for construction of track and signal improvements will comply with federal rules for hiring of disadvantaged and minority-owned businesses.

Community Participation Level and Impact

RCRRA facilitates community participation in the development of additional intercity passenger train services and investments through the Great River Rail Commission. RCRRA is a member and fiscal agent to the Commission, where Minnesota Department of Transportation staff provide updates and respond to questions at all Commission meetings.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no annual fiscal impact associated with this operating agreement amendment. Elimination of the Third-Party Claim fund will result in additional revenue to recover contributions made to the fund in the amount of \$500,000 unless reduced due to claims. When received in 2025, these funds will be recognized as a recovery of prior years' expense.

Last Previous Action

On November 12, 2013, Ramsey County Regional Railroad Authority approved the Operating Agreement with National Railroad Passenger Corporation (Amtrak) (Resolution R13-38).

Attachments

1. First Amendment

**FIRST AMENDMENT TO
TERMINAL TRACKS AND PLATFORMS
OPERATING AGREEMENT FOR UNION DEPOT, ST. PAUL, MN**

This **FIRST AMENDMENT TO TERMINAL TRACKS AND PLATFORMS OPERATING AGREEMENT** (“First Amendment”) is made this ____ day of March, 2024 (the “Effective Date”), and is by and between the **Ramsey County Regional Railroad Authority**, a political subdivision of the State of Minnesota organized pursuant to Minnesota Statutes, Chapter 398A (“RCRRA”), and **National Railroad Passenger Corporation**, a corporation under the laws of the District of Columbia (“Amtrak”).

RECITALS

1. RCRRA and Amtrak are parties to that certain Terminal Tracks and Platforms Operating Agreement for Union Depot, St. Paul, MN, executed on November 29, 2013, and effective as of May 7, 2014 (the “Original Operating Agreement”);
2. RCRRA and Amtrak are also parties to that certain Station Lease Agreement effective as of December 16, 2013, which agreement commenced on April 14, 2014 (the “Original Lease”);
3. RCRRA and Amtrak are also parties to that certain First Amendment to Lease Agreement effective as of August 18, 2015 (the “First Amendment to Lease”);
4. Amtrak is intending to add a second round-trip train per day to Union Depot for which Amtrak has requested that RCRRA provide space to layover such train at Union Depot overnight beginning on or about March 2024; and
5. RCRRA and Amtrak agree to amend the Original Operating Agreement as outlined in this First Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises in this First Amendment, and other good and valuable consideration the sufficiency of which is hereby acknowledged, RCRRA and Amtrak agree as follows:

1. Definitions of the Original Operating Agreement are amended or deleted as follows:
 - a. **“RCRRA Special Train”** (or “RCRRA Special Trains”) shall mean any train, other than an Amtrak Train, permitted by RCRRA to operate to the Terminal Tracks and Platforms. The parties intend that excursion trains operated by the Friends of 261 (as distinguished from excursion trains operated by Amtrak on behalf of the Friends of 261), special trains operated by the Canadian Pacific Kansas City Limited (e.g., holiday train), Union Pacific Railroad, or BNSF will operate only if each is a RCRRA Special Train.

- b. **“Intercity Passenger Rail Service”** means passenger rail service whose ridership consists of passengers traveling between two or more metropolitan areas and includes any and all uses and purposes incidental to such intercity passenger railroad operations.

2. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this First Amendment.

3. **Amendment.** The term “Operating Agreement” or “Agreement” as used in this First Amendment shall mean the Original Operating Agreement as amended by this First Amendment. All bold original text, capitalized terms and terms as defined in Section 1 of the Original Operating Agreement that are not otherwise defined in this First Amendment shall have the same meaning as set forth in the Original Operating Agreement.

4. **Commencement Date of First Amendment.** The Commencement Date of this First Amendment is the Effective Date first written above, and is the date on which all rights and obligations, as amended by this First Amendment, of RCRRA and Amtrak become effective.

5. **Replacing Exhibit A.** **Exhibit A** of the Original Operating Agreement, depicting the site plan of Union Depot, as defined in the Original Operating Agreement, is replaced in its entirety with a new **Exhibit A**, which is attached to this First Amendment.

6. **Amending Section 2 of the Original Operating Agreement.** Section 2.C. is removed. Sections 2.A. and 2.B. of the Original Operating Agreement are amended to read as follows:

- a. Amtrak shall have the right to use the Terminal Tracks and Platforms for Intercity Passenger Rail Service, including but not limited to rail passenger and baggage loading and unloading and related servicing of Amtrak Trains. Amtrak and RCRRA acknowledge that RCRRA shall have the non-transferrable, non-assignable right to permit the operation of RCRRA Special Trains to and from the Terminal Tracks and Platforms; provided, that RCRRA shall provide Amtrak at least thirty (30) days’ advance written notice of any planned RCRRA Special Train operations.
- b. RCRRA will take all reasonable measures with respect to RCRRA’s obligations set forth in this Agreement and in any related agreements between RCRRA and others with respect to the Terminal Tracks and Platforms serving Union Depot to ensure that all Amtrak Trains are able to operate over the Terminal Tracks and Platforms as expeditiously as possible consistent with safe operating practice. RCRRA shall ensure that Amtrak Trains are given preference over all other trains operating to or from the Terminal Tracks and Platforms.

7. **Amending Section 6 of the Original Operating Agreement, Risk of Liability.**

- a. Section 6.D. of the Original Operating Agreement is amended by adding the following:

“Amtrak shall indemnify and hold RCRRA harmless, irrespective of any negligence or fault of RCRRA, its employees, agents or servants, for the cost (including any related fines or penalties) of cleanup or repair to RCRRA property which RCRRA demonstrates was required solely as a direct result of work performed by Amtrak or an Amtrak contractor while servicing an Amtrak Train stored on RCRRA property. Amtrak further agrees to indemnify and save harmless RCRRA, irrespective of any negligence or fault of RCRRA, its employees, agents or servants, from any and all liability for, loss of, or damage to property of third parties (excluding the owner or operator of a RCRRA Special Train) which RCRRA demonstrates was caused solely by Amtrak’s employees, agents or contractors while servicing an Amtrak Train on RCRRA property.”

- b. The Third Paragraph of Section 6.F. of the Original Operating Agreement is amended to read as follows:

“RCRRA’s indemnification obligations under this Subsection 6.F are not limited to the amount of Required Insurance. Notwithstanding any other provision in this Agreement to the contrary, RCRRA shall indemnify and hold harmless Amtrak, irrespective of any negligence or fault of Amtrak, its employees, agents or servants, from any and all liability, loss, damage or injury of any nature to persons or to property (including attorney’s fees, costs and expenses) arising or emanating, in whole or in part from acts, accidents, or other occurrences of Third Parties or RCRRA Special Trains.”

8. **Amending Section 7 of the Original Operating Agreement, Insurance.**

- a. Section 7.A.b. of the Original Operating Agreement is amended to read as follows:

“The Required Insurance shall be maintained continuously with a combined single limit for bodily injury and property damage liability of not less than Fifty Million Dollars (\$50,000,000) each occurrence with aggregate limits of not less than Fifty Million Dollars (\$50,000,000), and with a self-insured retention not to exceed Two Million Dollars (\$2,000,000) each occurrence. RCRRA shall be responsible for paying all liability within the deductible as if first dollar insurance coverage had been purchased and maintained by RCRRA and with no contribution by Amtrak.”

- b. Section 7.F of the Original Operating Agreement is amended by adding the following Subsection 7.F.5:

“5. Effective on the one-year anniversary of the Effective Date of the First Amendment, Section 7.F of the Original Operating Agreement will be deemed amended to remove the Third Party Claims Administration Fund requirements in

their entirety; provided (1) RCRRA shall first certify to Amtrak in writing that no Third Party Claims have been filed against RCRRA during the period from the Effective Date of the First Amendment and the one-year anniversary, and (2) Amtrak has received no Third Party Claims during such period. At that time, any remaining Funds shall be returned by check or wired funds, as directed by RCRRA within 60 calendar days.”

- c. Section 7.G. of the Original Operating Agreement is amended to read as follows:

“Except as otherwise set forth in the last paragraph of **Subsection 7.A**, in the event that RCRRA or its contractors or subcontractors fails to maintain the Required Insurance with all applicable enhancements and provisions, Amtrak may upon written notice to RCRRA suspend service at Union Depot and RCRRA shall promptly provide evidence that the Required Insurance is maintained, or has been obtained; and if RCRRA does not promptly provide such evidence, cease service at Union Depot and RCRRA shall be responsible to Amtrak for all costs and any and all damages that Amtrak incurs or suffers as a result of such termination and/or failure to maintain the Required Insurance or to provide evidence that the Required Insurance is being maintained, including but not limited to, claims that would have been paid by the Required Insurance, any other obligations of RCRRA under this Agreement, and all costs that Amtrak incurs in relocating its train operations to another location, tracks or station. Amtrak may, at its sole option, offset amounts due Amtrak pursuant to this **Subsection 7.G** against any amounts otherwise due RCRRA.”

9. **Amending Section 12 of the Original Operating Agreement, Notice.**

Section 12 of the Original Operating Agreement is amended to strike the address for Lessor, replace it with the following address:

Ramsey County Regional Railroad Authority
ATTN: Director of Ramsey County Property Management
121 Seventh Place East, Suite 2200
St. Paul, MN 55101

With a copy to:

Ramsey County Regional Railroad Authority
250 Ramsey County Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102

10. **Status of the Original Operating Agreement.** Except as amended in this First Amendment, all other terms and conditions of the Original Operating Agreement remain in full force and effect.

11. **Signatures/Execution.** Each person executing this First Amendment on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on

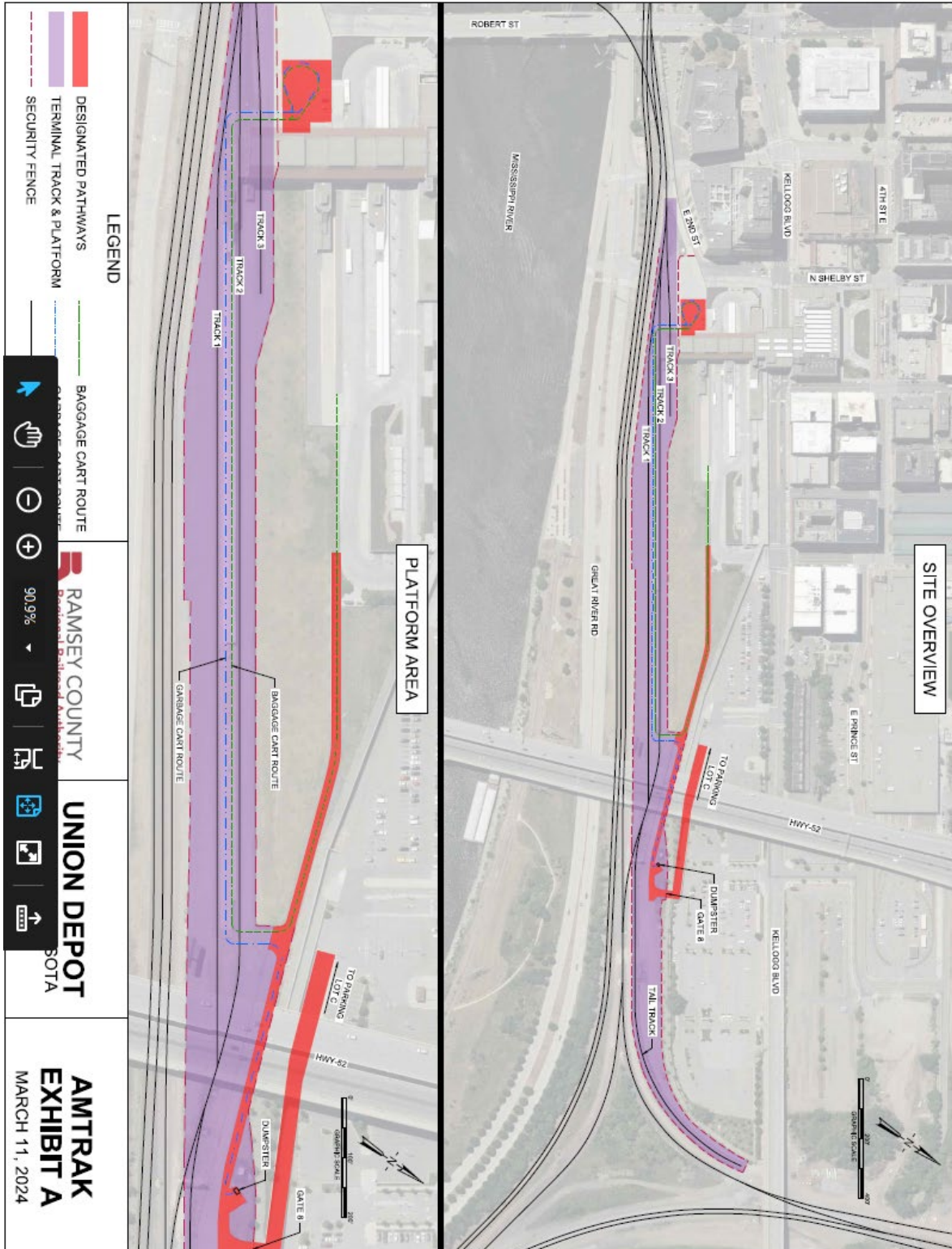
behalf of such party, with full right and authority to execute this First Amendment and to bind such party with respect to all of its obligations hereunder. This First Amendment may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this First Amendment will be as valid as an original signature of such party and will be effective to bind such party to this First Amendment. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this First Amendment. The parties further agree that any future amendment to the Original Operating Agreement containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes thereof, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Operating Agreement effective on the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	NATIONAL RAILROAD PASSENGER CORPORATION
<div data-bbox="203 1108 418 1178"> <div data-bbox="203 1108 699 1115"></div> Rafael E. Ortega Chair </div> <div data-bbox="203 1220 519 1255"> <i>Approval recommended:</i> </div> <div data-bbox="203 1331 699 1400"> <div data-bbox="203 1331 699 1337"></div> Jean R. Krueger, Director Ramsey County Property Management </div> <div data-bbox="203 1442 475 1478"> <i>Approved as to form:</i> </div> <div data-bbox="203 1587 656 1623"> <div data-bbox="203 1587 699 1593"></div> Assistant Ramsey County Attorney </div>	<div data-bbox="824 1073 919 1142"> <div data-bbox="824 1066 1349 1073"></div> NAME TITLE </div>

Exhibit A

Site Plan for Union Depot



Regional Railroad Authority

Request for Board Action

Item Number: 2024-006

Meeting Date: 3/19/2024

Sponsor: Property Management
Sponsor: Regional Railroad Authority

Title

Second Amendment to Station Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Recommendation

1. Approve the second amendment between National Railroad Passenger Corporation (Amtrak), 60 Massachusetts Avenue, N.E., Washington, DC 20002, and the Ramsey County Regional Railroad Authority to provide additional space and services associated with storage of one train overnight at Union Depot for the term of the lease.
2. Authorize the Chair to execute the second amendment.

Background and Rationale

The Ramsey County Regional Railroad Authority (RCRRA) executed a twenty-year lease agreement with National Railroad Passenger Corporation on December 16, 2013, for space at the renovated Union Depot in downtown Saint Paul, a multi-modal transit and transportation hub. Concurrent with the execution of the lease agreement, an operating and maintenance agreement was executed allowing National Railroad Passenger Corporation, operating under the business name of Amtrak, to operate the Empire Builder, a passenger train service between Chicago and Seattle/Portland, at and through Union Depot. Amtrak began train service and train passenger operations at Union Depot in second quarter 2014. A first amendment to the lease agreement was executed in 2015 to provide Amtrak with additional unfinished space under the train deck, near the leased premises, to better accommodate customer package shipments and provide a storage area for equipment.

Amtrak intends to add a second west-bound train in 2024 arriving at Union Depot from Chicago and returning to Chicago the following day. The additional service will follow the same route and serve the same station cities as Amtrak's *Empire Builder* long-distance train, plus two additional stops in Wisconsin. The new service will be complementary to the *Empire Builder* schedule, leaving Union Depot approximately three hours later and arriving at Union Depot approximately three hours earlier. The new service will be a state-supported route, meaning Minnesota, Wisconsin and Illinois fund the service and Amtrak provides equipment and crews.

The second amendment provides for the overnight storage of one train at Union Depot and addresses the ancillary space and services associated with this expanded use of the facility. Revenue for storage is estimated at \$108,000 per year, prorated for 2024, with Amtrak responsible for utility and trash costs associated with the trains and for any additional services required. The amendment also establishes an increased rent limit for 2024 with annual 3% increases.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

RCRRA strives to build a robust, multi-modal, public transportation system that is connected to long-distance transportation services such as intercity bus and passenger train. Union Depot is the Twin Cities premier

transportation hub and is the only intercity passenger train station in the Twin Cities. Maintaining multimodal transit and transportation services at Union Depot provides access to these resources in one location for all to use. Additional intercity passenger train service provides more affordable and accessible travel options that are better connected to urban centers and other destinations. Contracts for construction of track and signal improvements will comply with federal rules for hiring of disadvantaged and minority-owned businesses.

Community Participation Level and Impact

RCRRA facilitates community participation in the development of additional intercity passenger train services and investments through the Great River Rail Commission. RCRRA is a member and fiscal agent to the Commission, where Minnesota Department of Transportation staff provide updates and respond to questions at all Commission meetings.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The amendment with Amtrak will generate additional rental income effective with the start of the second train and the need for train storage at Union Depot throughout the remaining term of the twenty-year lease agreement. The estimated additional revenue in 2024 is \$130,000 and for 2025 is \$170,000.

Revenue related specifically to this lease amendment was not planned in the 2024-2025 Union Depot operating budget however it is not expected to affect the total revenue budget. Recent negative impacts to revenue from unplanned lease terminations and parking lot restrictions during the Kellogg Bridge project (2024-2026) will offset this new revenue. There is no tenant improvement allowance provided in the amendment. Amtrak will be responsible for reimbursing costs for utilities and trash related to the amendment.

Last Previous Action

On August 18, 2015, Ramsey County Regional Railroad Authority approved the First Amendment to the Station Lease Agreement with National Railroad Passenger Corporation (Amtrak) (Resolution R2015-11).

On November 12, 2013, Ramsey County Regional Railroad Authority approved the Lease Agreement with National Railroad Passenger Corporation (Amtrak) (Resolution R13-37).

Attachments

1. Second Amendment

SECOND AMENDMENT TO STATION LEASE AGREEMENT

This Second Amendment to Station Lease Agreement (“Second Amendment”) is made this ___ day of March, 2024, (the “Effective Date”), by and between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, with offices at 250 Ramsey County Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102, as Lessor (“**RCRRA**”), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104, as Lessee (“**Amtrak**”), referred to collectively as the “Parties.”

Recitals

1. RCRRA and Amtrak entered into that certain Station Lease Agreement, effective on December 16, 2013 (“**Lease**”), that set forth the terms and conditions, and the rights and obligations of the Parties, for Amtrak’s use of the Premises;
2. RCRRA and Amtrak also entered into a separate Operating Agreement, effective November 29, 2013 (“**Operating Agreement**”), for, inter alia, the operation, maintenance and repair of certain railroad trackage and passenger platforms located on the Property;
3. The Parties amended the Lease by execution of that certain First Amendment to Lease, effective on August 18, 2015 (the “**First Amendment**”) to include an additional “Package Area” and an “Equipment Area” each located in an area of Parking Lot B of Union Depot, and to set the Rent and Utilities costs and other charges for the Package Area and the Equipment Area;
4. Amtrak has announced its intention to add a second west-bound train per day arriving at Union Depot, which entails the addition of a second eastbound train departing from Union Depot, and will require space and services for storage for one train at Union Depot overnight beginning in 2024 (the “TCMC Service”);
5. RCRRA and Amtrak desire to amend the Lease on the terms and conditions contained herein;
6. RCRRA is authorized to enter into this Second Amendment pursuant to Minnesota Statutes § 398A.04, subd. 11, to operate its governmental program to, *inter alia*, preserve and improve rail service for passenger traffic.

NOW THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

- A. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this Second Amendment shall have the same meaning as in the Lease.

B. Train Storage.

- 1) Amtrak may use certain RCRRA track location(s) as directed by RCRRA for the temporary storage and interior servicing of one (1) train (the “Layover Track”). RCRRA shall not prohibit Amtrak from storing trains on the Layover Track, as permitted by this Subparagraph B(1).
- 2) Except in an emergency, Amtrak engine maintenance, fueling, or other major repairs for a stored Amtrak train will not be conducted on the Layover Track. Prior to emergency repairs on the Layover Track Amtrak shall provide RCRRA with the earliest possible advance written notice. Said notice shall be given to RCRRA’s Director of Property Management (address, telephone and email). For purpose of this notification, email notification shall be deemed written notice.
- 3) Amtrak personnel and any Amtrak service contractors shall be granted access to the Layover Track and the fenced area at Gate 8 through the adjacent Union Depot Parking Lot C as shown on **Exhibit “A”**, attached hereto and made a part hereof, via use of cards/codes provided by RCRRA. Amtrak personnel and any Amtrak service contractor is granted the authority to load and unload one, and only one, service vehicle near the Layover Track. No authorization is granted for Amtrak staff or Amtrak service contractors to park vehicles in any Union Depot parking lot without separate parking contracts. Amtrak acknowledges that Amtrak staff or Amtrak service contractors who violate this provision will have their vehicles ticketed and towed at the violator’s sole cost and expense. Amtrak’s trash removal contractor shall not be deemed “Amtrak service contractors” pursuant to this Subparagraph B.(3).
- 4) Train Storage Charge. For each month in which Amtrak stores a train or trains on track owned by RCRRA for more than six (6) consecutive hours in one 24-hour period, Amtrak shall pay to RCRRA, as Rent, a “**Train Storage Charge**” of \$9,000.00 per month, plus the full actual cost of utilities and services as set forth in **Section 6(c)** of the Station Lease. The Train Storage Charge shall increase by 3% each calendar year effective January 1 of each year commencing January 1, 2025. RCRRA may prorate the Train Storage Charge in the months where train storage is not needed for the entire month. RCRRA may, in its sole discretion, waive the Train Storage Charge for RCRRA’s own events. At no time, and under no circumstances, shall Amtrak store two or more trains simultaneously at Union Depot. Nothing in this agreement shall be interpreted as allowing for the storage of multiple trains. Train Storage Charge is not subject to the Rent Limit. Amtrak’s payment of such Train Storage Charge does not constitute a waiver of any rights regarding such use, codified in 49 U.S.C. Section 24101, *et seq.*

- 5) Amtrak Trains. Section 6(c) shall be amended and restated as follows: “Amtrak Trains. The actual costs of any electrical, water and sewer service which is provided to Amtrak trains by way of metering or submetering shall be paid by Amtrak as an item of Rent. These separately metered or submetered costs shall not be subject to the Rent Limit. RCRRA shall be responsible for installing all required meters at its sole cost and expense. In the event that utilities are not separately metered and submetered, they shall be considered part of the Operating Expenses and subject to the Rent Limit.”
- C. **Train Trash Removal.** Amtrak is responsible for collecting and removing trash from Amtrak trains. Amtrak may use the Passenger Platform to collect trash removed from trains and shall promptly transport such trash to bins that are designated for Amtrak’s exclusive use. Amtrak may use and occupy and use the concrete pad located between the Passenger Platform and vehicle access gate as designated on **Exhibit A** for the placement and use of bins approved by RCRRA for disposal of Amtrak trash. Amtrak shall pay, as an item of Rent, for the full actual annual cost for the service to remove and dispose of the Amtrak trash from the bins designated for Amtrak’s exclusive use. Amtrak acknowledges that the annual cost for **2023 will be \$25,180.00**, based on 2022 actual costs for this service, which will be invoiced by RCRRA as part of the annual Train Tower Expense Statement. The train trash costs are not subject to the Rent Limit. In the event that Amtrak determines that it can provide a more cost-effective service to the trash removal, Amtrak shall present a plan for RCRAA’s review and approval, which approval shall not be unreasonably withheld.
- D. **Trailer and Storage Boxes.** Amtrak may use and occupy that certain area as is as designated on **Exhibit A** for the placement and use of up to one (1) storage box as approved by RCRRA. Such storage box shall be used for the service activities associated with the stored train and short-term vehicle parking associated with the service activities. Placement and use shall not interfere with use of the general area and access road along the Tail Track or with activities related to any Special Trains. Amtrak shall keep the grounds around the storage box in the designated area free of any exterior storage and shall promptly remove and properly dispose of all trash and debris in bins designated for Amtrak’s exclusive use as provided in Section 4 of the Lease and shall not litter or deposit refuse in the general area or along the Tail Track. The storage box area is not considered part of the Premises and has no utility connectivity.
- E. **Rent Limit.** Section 3(a) shall be amended and restated as follows:
- Rent.** The term "Rent" shall mean and include all amounts to be paid by Amtrak to RCRRA as set forth and pursuant to this Lease and includes (i) Amtrak's Proportionate Share of Operating Expenses; (ii) the Train Tower Charge, as set forth below in this Section 3, each of which shall be paid in equal monthly installments commencing on the Commencement Date and continuing on the first day of each calendar month thereafter (iii) all other amounts which shall be due or become due from Amtrak to RCRRA pursuant to

the terms and conditions of this Lease. Amtrak shall not be required to pay Rent, including metered utility charges, the Train Tower Charge and any costs and expenses related to the Operating Agreement, but excluding the Train Storage Charge, Train Trash cost, and Excess Services as defined in Section 3.g.(iv) below, of any kind and in any manner, in excess of \$250,000.00 per year ("Rent Limit"), which amount of Rent Limit shall increase by 3% each calendar year commencing January 1, 2025 and each year thereafter, Rent shall be prorated on a daily basis for the remainder of the month of the Commencement Date.

- F. **Notices.** Section 27 of the Lease shall be amended to account for subsequent address changes from the Commencement Date of the Lease. Said address changes for Amtrak and RCRRA are amended as specified below:

<p><i>If to RCRRA:</i></p> <p>Ramsey County Property Management 121 – 7th Place East, Suite 2200 St. Paul, MN 55101 ATTN: Director</p> <p><i>With a copy to:</i></p> <p>Ramsey County Regional Railroad Authority 250 Ramsey County Courthouse 15 West Kellogg Boulevard St. Paul, MN 55102</p>	<p><i>If to Amtrak:</i></p> <p>Amtrak 30th Street Station, Box 25 Philadelphia, PA 19104 Attn: Senior Director, Real Estate Services</p>
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Notices mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

- G. **Non-Waiver.** Except as expressly amended hereby, the Lease shall remain unmodified and in full force and effect. The term “Lease” shall mean the Lease as amended hereby, and as the parties may amend it from time to time.
- H. **Signatures/Execution.** Each person executing this Second Amendment on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Second Amendment and to bind such party with respect to all of its obligations hereunder. This Second Amendment may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Second Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Second Amendment. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a

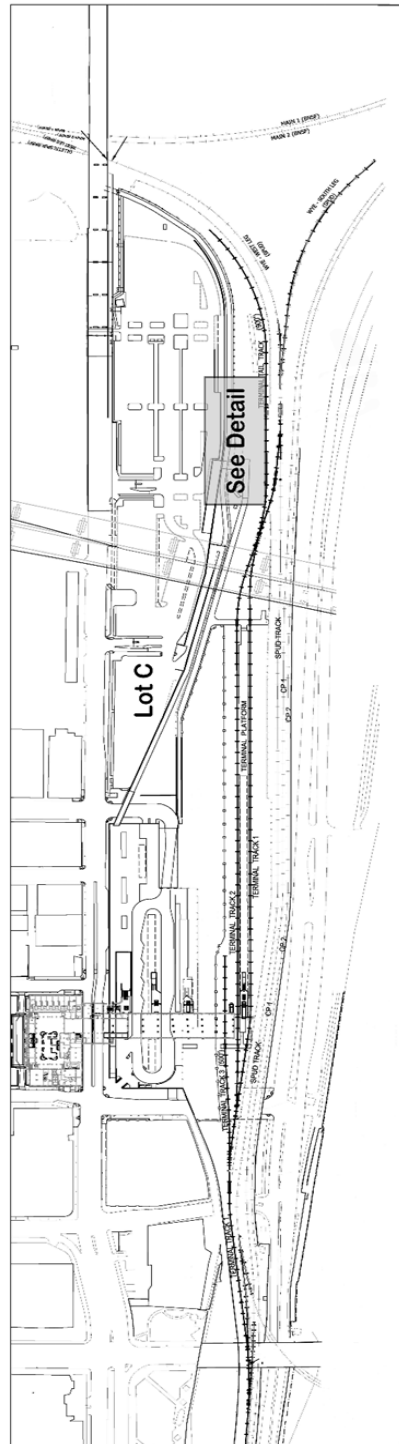
record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Second Amendment.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this Second Amendment to the Lease as of the day and year first written above.

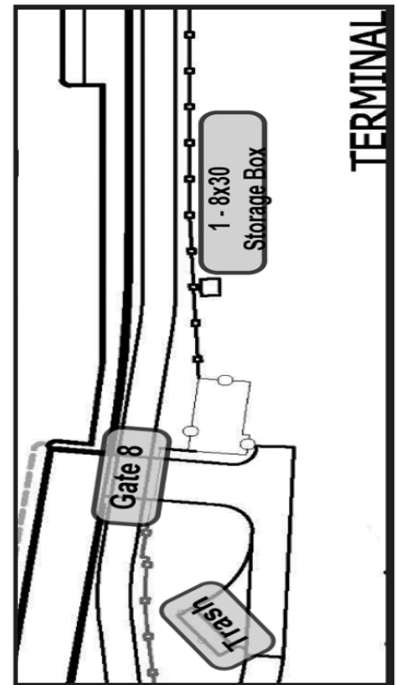
LESSOR	LESSEE
<p>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</p> <hr/> <p>Rafael E. Ortega Chair</p> <p><i>Approval recommended:</i></p> <hr/> <p>Jean R. Krueger, Director Ramsey County Property Management</p> <p><i>Approved as to form:</i></p> <hr/> <p>Assistant Ramsey County Attorney</p>	<p>NATIONAL RAILROAD PASSENGER CORPORATION</p> <hr/> <p>Louis Wolfowitz Vice President Real Estate and Commercial Development</p>

EXHIBIT A

UNION DEPOT



Detail



Regional Railroad Authority

Request for Board Action

Item Number: 2024-073

Meeting Date: 3/19/2024

Sponsor: Property Management

Title

Lease Agreement with Double Track Interactive, LLC dba Choo Choo Bob's Train Store for Retail Space at Union Depot

Recommendation

1. Approve the lease agreement with Double Track Interactive, LLC dba Choo Choo Bob's Train Store, 4065 Jersey Avenue North, Crystal, MN, 55427, for space at Union Depot, 214 East 4th Street, Saint Paul, MN, Suites 140 and 150, for the period from March 25, 2024, through March 31, 2026, for the total amount of \$39,000, with two additional option years at an increased rate.
2. Authorize the Chair to execute the lease agreement.

Background and Rationale

Choo Choo Bob's Train Store is the quintessential retail store for Union Depot. Choo Choo Bob's Train Store's principle is that "trains are fun for all ages!" Choo Choo Bob's Train Store is a Twin Cities landmark offering an interactive pay-to-play area, operating train layout, weekly events, a wide selection of toys and gifts, and train-tastic birthday parties. Choo Choo Bob's Train Store is also home of "The Choo Bob Show!" a television show all about trains.

Approving a train store to lease space at Union Depot is an ideal partnership for an abundance of reasons, such as, bringing in additional train enthusiasts, a thriving retail store, additional opportunities for all to partake in train related events.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

As Double Track Interactive, LLC, is a small business enterprise, this partnership will continue to reduce economic disparities in the community.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The terms of the lease include 3,313 square feet of space for two years. The \$39,000 in revenue is included in the 2024-2025 Union Depot operating budget.

Last Previous Action

None.

Attachments

1. Lease Agreement

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

AS LANDLORD

AND

DOUBLE TRACK INTERACTIVE, LLC DBA CHOO CHOO BOB'S TRAIN STORE

AS TENANT

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LEASE AGREEMENT

This Lease Agreement (“Lease”) is made as of _____ and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota organized under the authority of Minnesota Statutes Chapter 398A (1986) (“Landlord”), and Double Track Interactive, LLC DBA Choo Choo Bob's Train Store a _____ company (“Tenant”).

RECITALS:

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

DATA SHEET

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

- (a) “Union Depot”: The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as Union Depot and located at 214 East 4th Street, Saint Paul, Minnesota 55101.
- (b) “Building”: The building and improvements located on the Property.
- (c) “Property”: The land and all improvements thereon, including the Building, legally described on attached Exhibit A.
- (d) “Premises”: The area in the Building outlined on Exhibit B identified as Suites 140, and 150, Union Depot, 214 4th Street East, Saint Paul, MN 55101. The Premises consists of 3,313 net leasable square feet. Tenant shall also have the right to use 155 square feet of space as defined in Exhibit B for a seating area for use by Tenant’s patrons.
- (e) “Common Areas”: The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 5 below.
- (f) “Additional Rent”: In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) “Monthly Base Rent” or “Rent”: The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease (which shall be adjusted as provided in Section 3.1 and 3.2), as follows:

Year:	Partial/Full Year	Dates:	Monthly Rent Schedule:
1	Partial Year	3/25/2024 – 6/30/2024	\$0
1	Partial Year	7/1/2024 – 12/31/2024	\$500
1	Partial Year	1/1/2025 – 3/31/2025	\$1,500
2	Full Year	4/1/2025 – 3/31/2026	\$1,500
Option Year:		Dates:	Monthly Rent Schedule:
1	Full Year	4/1/2026 – 3/31/2027	\$1,650
2	Full Year	4/1/2027 – 3/31/2028	\$1,815

- (h) “Commencement Date”: March 25, 2024, and as further provided in Section 2.2 of this Lease.
- (i) “Landlord’s Work”: The improvements made to the Premises by Landlord, at Landlord’s sole cost and expense, to modify the Premises for Tenant’s Use as provided in Section 2 below and on Exhibit E. The Landlord’s Work includes Landlord’s Base Building Work as defined in Section 2.2 below and the tenant improvements to be constructed by Landlord as described on Exhibit E (the “Landlord Tenant Improvements”).
- (j) “Termination Date”: March 31, 2026, except as adjusted as provided in Section 2.2 of this Lease.
- (k) “Exhibits”: The following exhibits are attached to this Lease and are incorporated in the Lease by reference:

Exhibit A - Legal Description of the Property
Exhibit B - Premises
Exhibit C - Rules and Regulations
Exhibit D - Form of Ratification Agreement
Exhibit E - Landlord Tenant Improvements
Exhibit F - Tenant’s Work

- (l) “Term” or “Lease Term”: The term of this Lease is two (2) years and seven (7) days. After the Termination Date, Landlord may twice exercise an option to renew this Lease for a period of one (1) year on the terms and conditions set forth herein. Landlord will notify Tenant of any such renewal no later than December 31, 2026, and, if applicable, December 31, 2027.

- (m) Tenant’s Address for Notice:

Union Depot
Suite 150
214 4th Street East
St. Paul, MN 55101
Attn: Manager

- (n) Landlord’s Address for Notice:

Ramsey County Regional Railroad Authority
121 East 7th Street
Suite 2200
St. Paul, MN 55101
Attn: Director

- (o) Rent Payment Address:

Ramsey County Regional Railroad Authority
c/o Jones Lang LaSalle Americas, Inc.
214 4th Street East, Suite 300
St. Paul, MN 55101
Attn: General Manager

- (p) “Tenant’s Use”: The Premises may be used for retail sales of a variety of toys, gifts, clothing, plants and flowers, including the exclusive sale of Thomas & Friends Toys and Brio Toys. Tenant shall also use the Premises for entertainment such as birthday party services, special events, group events and “pay-to-play” space. The tenant may sell concession products such as candy, chips,

crackers, popcorn, cotton candy, ice cream and non-alcoholic beverages, with the exception of coffee. Additional related items, accessories and activities may be permitted by the Landlord upon approval. The Expanded Premises may be used as a seating area for use by Tenant's patrons.

(q) "Security Deposit": None.

(r) "Rent Commencement Date": March 25, 2024, except as adjusted as provided in Section 2 below.

TERMS

SECTION 1 - PREMISES AND TERM

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease (including the Data Sheet) and for the Term set forth above, the Premises identified above, together with the right to use in common with other users of Union Depot the Common Areas, all subject to the reasonable rules and regulations supplied by Landlord as adjusted from time to time, as provided in Section 5 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit C.

1.2 Term. The Term of this Lease shall be as set forth above in the Data Sheet, commencing on the Commencement Date set forth above, and shall terminate and expire on the date set forth in the Data Sheet as the Termination Date, except as the Commencement Date or the Termination Date may be modified as provided in Section 2 below, or as otherwise provided in this Lease.

1.3 Early Termination. This Lease shall terminate upon the termination of the statutory authority under which Landlord operates the Governmental Program. If the Governmental Program is terminated, or changed in a manner that precludes the operation of the Governmental Program in the portion of Union Depot where the Premises are located, Landlord may, at its sole election, terminate this Lease.

SECTION 2 – POSSESSION/CONSTRUCTION

2.1. Acceptance of the Premises. Except for the Landlord's Work as provided in Section 2.2 below, Tenant takes and accepts the Premises in their "as is" condition, and Tenant acknowledges that it has inspected the Premises and accepts them in their present condition as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as may be provided in this Section 2 or elsewhere in this Lease. Except as provided in this Section 2, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition.

2.2 Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises with the Landlord's Work completed on or before the date specified above in the Data Sheet as the Commencement Date. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for the Commencement Date and the date on which possession of the Premises is delivered to Tenant. Should the commencement of the Lease Term occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises.

2.3 Occupancy to Complete Tenant's Work. Upon taking occupancy of the Premises, Tenant shall, at Tenant's sole cost and expense, complete the finishing work listed on Exhibit F to prepare the Premises for Tenant's Use ("Tenant's Work"). Tenant's Work shall be completed in the manner required by and in accordance with the terms and conditions stated in Section 9.2 of this Lease that apply to the "Work" as defined in that Section and subject to all of the terms and conditions of Section 9.2 and elsewhere in this Lease. The Tenant's Work shall also include the installation of any telecommunications and data lines and wiring necessary for

Tenant's business, subject to Landlord's obligation to install structural cable lines for dsl/phone lines for up to 12 locations as part of the Landlord Tenant Improvements. Tenant shall have the right to install within the Premises telecommunications and data equipment, lines and wiring for Tenant's business at the Premises ("IT Materials") as Tenant may reasonably determine provided that Tenant shall install the IT Materials at Tenant's sole cost and expense and subject to Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned.

2.4 Early Access. If desired by Tenant, Landlord will allow Tenant access to the Premises upon the effective date of this Lease Agreement to enable Tenant to install data and telecommunications lines and equipment or furniture, provided, however that Tenant shall not interfere with the completion of Landlord's Work, and shall promptly repair any damages to the Premises of Union Depot by Tenant, or its contractors or agents. Any such early access to the Premises by Tenant will in no event constitute Tenant's taking possession of the Premises or in any way cause the Commencement Date to occur.

2.5 Ratification Agreement. Immediately after the Commencement Date, Landlord and Tenant shall execute a ratification agreement, which shall set forth the final Commencement Date, Rent Commencement Date and Termination Date for the Term and shall acknowledge delivery of the Premises in the condition required by this Lease substantially in the form of attached Exhibit D ("Ratification Agreement").

SECTION 3 - RENT

3.1 Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, on the Rent Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term commences on a date other than the first day of a calendar month, Monthly Base Rent for such partial month, as the case may be, shall be obtained by multiplying the number of days in the term within such month by a fraction, the numerator of which is the Annual Base Rent and the denominator of which is 365. Landlord hereby covenants and agrees that Tenant is obligated only to pay the Base Rent and Tenant shall have no further obligation under this Lease or any other agreements related to Union Depot to pay any additional or other rent for common area costs, operating expenses, assessments, or any other costs incurred by Landlord or other third parties in connection with the operation, maintenance, or management of Union Depot.

3.2 Additional Rent. In addition to the Base Rent payable by Tenant under the provisions of this Lease, Tenant shall pay to Landlord a percentage of monthly sales exceeding a natural breakpoint. The percentage of Additional Rent shall be calculated as 15% of monthly sales exceeding the respective natural breakpoints equal to \$3,333.33 per month for the period of 7/1/2024 – 12/31/2024 and \$10,000.00 per month effective 1/1/2025 – 3/31/2026, and throughout any option years if exercised. The Additional Rent shall be calculated and payable on a monthly basis, within fifteen (15) days after the end of each calendar month, immediately following any calendar month in which gross sales exceed the natural breakpoint based on sales achieved during that month. Tenant shall provide Landlord with accurate and verifiable documentation and records of the gross sales on a monthly basis along with payment of the Additional Rent.

The term "Gross Sales", as used in this Lease is hereby defined to mean the dollar aggregate of: (a) the sales prices of all food, beverages, goods, wares and merchandise sold, and the charges for all services performed by the Tenant at, in, on, or from Union Depot, whether made from cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) whether made by Tenant personnel, pursuant to mail, catalog, telephone, computer, or any electronic or automated means or other similar orders received or filled at or from Union Depot, (ii) as a result of transactions serviced from Union Depot even though the actual filing of the sale, merchandise or service and the delivery thereof may be from another place, and/or (iii) which the Tenant in the normal and customary course of Tenant's operations would credit or attribute to its business at Union Depot, or any part or parts thereof; and (b) all moneys or other things of value received by the Tenant from Tenant's operations, in, on or from Union Depot which are not expressly excluded from Gross Sales.

3.3 Tenant's Personal Property Taxes. Tenant shall pay, prior to delinquency, all real and personal property taxes assessed or levied upon its occupancy of the Premises, or upon the trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises or upon Union Depot and when possible, Tenant shall cause such trade fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord ("Tenant's Taxes"). In the event any or all of Tenant's trade fixtures, furnishings, equipment or other personal property, or Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord the amount set forth in the notice as Tenant's Taxes.

3.4 Payment of Rent. Any installment of Base Rent and Additional Rent, or any other charges to be paid by Tenant accruing under the provisions of this Lease that shall not be paid when due, shall bear interest at the rate of two (2) points over the quoted prime rate of interest charged by U.S. Bank, N.A. (or its successor) per annum from the date when the same is due until the same shall be paid, but if such rate exceeds the maximum interest rate permitted by law, such rate shall be reduced to the highest rate allowed by law under the circumstances. Tenant's covenants to pay Base Rent, and any interest and late fees, are independent of any other covenant, condition, provision or agreement herein contained.

3.5 No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent or other charges to be paid by Tenant to Landlord shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease.

3.6 Late Payments. Tenant recognizes that late payment of any Rent when due or of any other sum due under this Lease will result in administrative expense to Landlord which will be extremely difficult and impractical to ascertain and agrees that if any such amount is not paid within five (5) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$150.00 and shall be reassessed with respect to each such amount due that is not paid within five (5) days of the due date. The provisions of this Section 3.5 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

SECTION 4 - TAXES

4.1 Real Estate Taxes. Landlord shall pay all real property taxes and installments of special assessments payable therewith on any of the Union Depot land and improvements payable during the Lease Term, except as provided in Section 3.3 above for the taxes assessed with respect to Tenant's use and occupancy of the Premises as leased public property, which is otherwise exempt from ad valorem real estate taxes, and also except for rental taxes (if any) on taxes levied during the term hereof upon the rentals from the Premises, which shall be paid by Tenant.

SECTION 5 - COMMON AREAS AND USE OF UNION DEPOT

5.1 Common Areas. The term "Common Areas" means that portion of Union Depot now or hereafter available for the common use, convenience or benefit of Landlord, Tenant, other tenants of Union Depot, Landlord's licensees, their employees, customers, and invitees, the general public and the intended users of Union Depot as a mixed use, multi-modal transportation facility, and as determined by Landlord (each a "Permitted User" and collectively the "Permitted Users"). The term Common Areas shall include restrooms (as designed by Landlord), parking areas, roadways, walkways, sidewalks, driveways, loading docks and areas, ramps, elevators, streets, stairways, and open and enclosed areas within the Union Depot. Landlord has made no representation as to identity, type, size or number of other tenancies at Union Depot, and Landlord reserves

the unrestricted right to change the design or size of Union Depot, the driveways, parking areas, and identity and type of other tenants and add buildings and other structures, provided only that the size of the Premises, reasonable access to the Premises and parking spaces as provided for in Section 1.2 above, and access to Union Depot for intercity bus and passenger train service, and minimum parking facilities as required by governmental authorities having jurisdiction, shall not be substantially or materially impaired.

5.2 Use of the Common Areas. Landlord grants to Tenant, its employees, customers, and invitees, the non-exclusive right during the Term of this Lease to use the Common Areas from time to time constructed, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit C. Landlord shall retain all rights to control, manage, alter, and otherwise operate the Common Areas in Landlord's sole discretion provided that Landlord does not materially impair Tenants use of the Premises as provided herein.

5.3 Landlord to Manage and Operate the Common Areas and Union Depot. Landlord agrees to manage, operate and maintain all Common Areas without contribution by Tenant, except for Base Rent. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable nondiscriminatory rules and regulations, from time to time, for use of the Common Areas and Union Depot, including the right to designate parking areas for the use of employees of tenants of Union Depot and to restrict such employees from parking areas designated exclusively for customers or the general public. Landlord shall have the right to use portions of the Common Areas for the purpose of displays, promotions, programs, or other uses which may be of interest to all or part of the general public, and as Landlord determines portions thereof may be used at Landlord's discretion for events open to the public, private receptions and other similar activities. Landlord shall have the right to close portions of the Common Areas from time to time for repairs, to prevent accruing of public rights therein, and for any other legitimate purpose including the Union Depot Use. Tenant acknowledges and agrees that Landlord has developed Union Depot as a multi-modal transportation hub and activity center and that Union Depot will be used for transportation purposes and for events and other activities, including public and private events and also restaurant, entertainment and other retail and similar activities without limitation as determined by Landlord, and that Union Depot is subject to easements, agreements for access and use and similar arrangements already established and to be established (individually and collectively, "Union Depot Use"). This Lease is expressly subject to Landlord's rights to have the Union Depot Use and Tenant agrees and acknowledges that the Union Depot Use is consistent with the reasonable use of Union Depot and shall not be deemed, construed or interpreted as interfering with Tenant's Use or Tenant's rights hereunder with respect to the Premises or the Common Areas or any of Union Depot.

SECTION 6 - USE

6.1 Use. The Premises may be used for retail sales of a variety of toys, gifts, clothing, plants and flowers, including the exclusive sale of Thomas & Friends Toys and Brio Toys. Tenant shall also use the Premises for entertainment such as birthday party services, special events, group events and "pay-to-play" space. The tenant may sell concession products such as candy, chips, crackers, popcorn, cotton candy, ice cream and non-alcoholic beverages, with the exception of coffee. Additional related items, accessories and activities may be permitted by the Landlord upon approval. The Expanded Premises may be used as a seating area for use by Tenant's patrons. Tenant agrees to occupy the Premises upon the Commencement Date of the Term and thereafter to continuously operate the entire Premises for Tenant's Use during the Term of this Lease unless prevented from doing so by damage to the Premises, or other similar cause beyond Tenant's control, and to conduct its business at all times in good faith, in a reputable manner consistent with similar businesses in the Minneapolis-Saint Paul Metropolitan Area. Tenant: (i) shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and including compliance with the ADA as set forth

in Section 9.3 below (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances, and (iii) shall not use or have any hazardous substances on or about the Premises other than as incidental and is customary in a business office use. Except as may be expressly provided in the Data Sheet, Landlord disclaims any warranty that the Premises or Union Depot are suitable for Tenant's Use or that the Union Depot Use is consistent or compatible with Tenant's Use. Tenant's use of the Premises shall be subject to the reasonable rules and regulations of Landlord as established from time to time including the initial Rules and Regulations attached hereto, provided that if modifications of the Rules and Regulations result in a material conflict with the terms and conditions expressly set forth in this Lease, or materially impair or interfere with Tenant's use of the Premises and its rights and obligations under this Lease (including the attached Rules and Regulations), this Lease and the attached Rules and Regulations shall control.

6.2 Prohibited Uses. Except ordinary operations of Tenant's use, which shall be subject to the reasonable rules and regulation of Landlord, Tenant shall not, obstruct the Common Areas or use the same for business or display purposes, abuse Union Depot or any of the fixtures or personal property of Union Depot, use plumbing for any purpose other than that for which constructed; make or permit any loud noise or offensive odor to emit from the Premises; create, maintain or permit a nuisance thereon; do any act tending to injure the reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises; use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises other than in those areas of Union Depot designated as loading and delivery areas; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot.

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

6.4 Hours of Operation. The Premises shall be open for business during the following hours no later than June 1, 2024, unless the Tenant elects to be open additional hours: Mondays and Fridays 10 a.m. to 1 p.m., and Saturdays and Sundays 10 a.m. to 5 p.m. Additionally, tenant will be open for all Union Depot family-friendly events ("Operating Hours").

6.5 Exclusive Use. Landlord shall grant Tenant exclusive use to sell Thomas & Friends Toys and Brio Toys. Tenant shall be considered an exclusive retailer of Thomas & Friends Toys and Brio Toys for all Union Depot sponsored events.

SECTION 7 – UTILITIES AND SERVICES

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

7.2 Landlord's Services. Landlord will provide sanitary sewer, water and electric services to the Premises commencing upon the Commencement Date and continuing thereafter until the expiration of the Term of this Lease. Landlord will provide janitorial, trash and recycling services in Union Depot. Landlord also agrees to furnish, at Landlord's expense, heat during the usual heating season and air conditioning during the usual air conditioning season that is adequate for Tenant's Use, all during normal business hours (the Operating Hours)

as defined in this Lease, and will provide water and sanitary sewer service to Union Depot for the Common Areas, including the rest rooms of Union Depot, during the Operating Hours and as reasonably determined by Landlord as consistent with the use of Union Depot as a multi-modal transportation hub and Tenant's Use of the Premises. Landlord will provide an outdoor waste collection site with space designated for use by Tenant. Landlord will provide for pick-up from the outdoor waste collection site by Landlord's service providers, and the pick-up by Landlord's service providers shall at Landlord's expense.

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

SECTION 8 – REPAIRS

8.1 Landlord Repairs. Landlord, at its expense, shall keep the foundations and structure of Union Depot and the Common Areas in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Landlord shall not be required to make any such repairs, modifications or replacements which become necessary or desirable by reason of the negligence, gross negligence or willful misconduct of Tenant, its agents, or employees or the misuse or abuse of Union Depot by Tenant, its employees or agents.

8.2. Facilities Serving the Premises. Landlord shall keep and maintain in good repair the heating, ventilating and air conditioning system (HVAC), plumbing, and electrical system serving the Premises at Landlord's expense, except that Tenant shall be responsible for the cost of any repair needed due to misuse by Tenant. Tenant shall promptly notify Landlord of the need for maintenance and repairs. Landlord shall, at all times, have access to the items, and may enter upon the Premises for the purpose of repair and maintenance as provided in this Section 8.2, provided that Landlord shall use commercially reasonable efforts not to interrupt Tenant's business operations in the Premises during such period of entry. Tenant shall pay the costs and expenses necessary to maintain, repair and replace all data and telecommunication lines exclusively serving the Premises, including all data and telecommunications lines serving and within the Premises. Tenant shall not alter any of the HVAC, plumbing or electrical system within the Premises without Landlord's prior written consent.

8.3 Tenant's Duty of Repair. Tenant shall, during the Term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted, and except for Landlord's obligations as provided in Section 8.1 above. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about Union Depot, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to Union Depot caused by Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Union Depot or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work. Except as provided in Sections 8.1 and 8.2 of this Lease, Landlord shall have the right at Tenant's cost and expense, but shall not be obligated, to make repairs to the Premises, or any equipment, facilities or fixtures therein contained, or other equipment serving only the Premises even if located outside the Premises. If Landlord exercises its rights pursuant to this Section 8.3, Tenant shall reimburse Landlord for costs and expenses incurred hereunder within (30) days after Tenant's receipt of an invoice from Landlord evidencing such costs and expenses. Tenant shall permit no waste, damage, or injury to the Premises.

8.4 Exterior of the Premises. Tenant shall not alter the exterior of the Premises in any manner.

SECTION 9 – OFFICE FIXTURES, ALTERATIONS, SIGNS, NAME

9.1. Trade Fixtures. Tenant, at its own expense shall purchase, install and maintain in good condition its trade fixtures and if Tenants is not in default, remove the trade fixtures upon the termination of this Lease unless otherwise agreed to by Landlord.

9.2. Alterations. Subject to and except as provided in Section 2 above of this Lease with respect to the work described and as provided for therein, Tenant shall not make any improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent. Along with any request for Landlord's consent to, and before commencement of, any such work, (the "Work"), which term includes the Tenant's Work as defined in Section 2 and before commencement of or delivery to Union Depot of any materials to be used in the Work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and except when Landlord, its agent or affiliate is the contractor, an indemnification in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with any such Work to the Premises by Tenant. All Work done by Tenant, its agents, employees, or contractors shall be done in such a manner as to avoid labor disputes. Tenant shall pay the cost of all such Work, and also the cost of painting, restoring, or repairing the Premises and the Union Depot occasioned by such Work. Upon completion of the Work, Tenant shall furnish Landlord with contractor's sworn affidavits and full and final waivers of liens, or receipted bills covering all labor and materials expended and used. The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of Union Depot, or the use of Union Depot by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and materialmen so as to avoid the possibility of a lien attaching to the Premises. In the event any such lien is filed or notice thereof given to Tenant, Tenant shall, within twenty-four (24) hours of filing of notice, receipt of the lien or notice thereof, give Landlord notice of such lien and Tenant shall, within ten (10) days after the earlier of receiving notice of the lien or the filing of the lien, discharge such lien by payment of the amount due or by providing security guarantying payment the amount due the claimant and in such form and amount as Landlord determines is sufficient in Landlord's sole discretion. Landlord may, at its option, require Tenant to demonstrate its ability to pay for the Work, or require Tenant to furnish such bonds or other security satisfaction of such Work free and clear of all mechanic's and materialmen's liens. Landlord shall have the right to post the Premises in accordance with Minn. Stat. §514.06. Nothing in this Lease shall be construed as consent on the part of the Landlord so as to subject the Landlord's estate in the Premises, or any of Union Depot to any lien or liability under the lien laws of the State of Minnesota.

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

and not Tenant. Landlord shall hold Tenant harmless and shall protect and defend Tenant in any cause of action brought against Tenant or to which Tenant is a defendant, arising out of alleged violations of the ADA, wherein, by the provisions of this Lease, Landlord was obligated to and failed to comply with any provision of the ADA.

9.4 Signs. Landlord, at Landlord's expense will produce, provide, and install signs consistent in size and design with Landlord's existing signage at Union Depot as follows: 1) a suite number sign at the Premises; 2) a storefront signage panel over the entrance to the Premises upon Landlord's receipt of Tenant's logo artwork; and 3) one signage panel on each of two exterior monument signs (Tenant will provide the digital graphic files for such signage). Landlord, at Landlord's expense shall also identify Tenant on the tenant electronic directories at Union Depot. Tenant shall not erect or install any exterior window or door signs, advertising media or window lettering or placards or other signs or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not install any exterior light or fixtures, shades or awnings, or make any exterior decoration or painting, or make any changes to the exterior of the Premises.

9.5 Business Name. Tenant agrees not to change the advertised name of the place of business operated in the Premises, which name shall be Choo Choo Bob's Train Store, without prior written consent of Landlord, which consent shall not be reasonably withheld.

SECTION 10 - RELEASES AND INDEMNITY

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

10.2 Tenant's Waiver. Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its officials, employees and agents shall not be liable and Tenant waives all claims for damage to property and business sustained during the Term of this Lease by Tenant occurring in or about Union Depot, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, Union Depot, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, its officials, employees or agents, or any tenant or occupant of Union Depot or any other person, unless caused by the negligence or intentional act of Landlord, its agents or employees. This Section 10.2 shall apply especially, but not exclusively, to damage caused as aforesaid or by the flooding of basements or other subsurface areas, or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, or other material that is incorporated in Union Depot, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants, licensees or occupants or users of Union Depot or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

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

hold Landlord, its officials, employees and agents harmless and indemnify them against claims and liability for injuries to such property.

SECTION 11 – INSURANCE

11.1 Landlord's Casualty Insurance. Landlord shall keep Union Depot including, without limitation, the Building and Common Areas, insured for the benefit of Landlord in an amount equivalent to the full insurable value thereof (excluding foundation, grading and excavation costs) against (a) loss or damage by fire; and (b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot including, but without limiting, the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, law and ordinance, and such other coverage as may be deemed necessary by Landlord, provided such additional coverage is obtainable and provided such additional coverage is such as is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot.

11.2 Landlord's Liability Insurance. Landlord shall maintain for its benefit and the benefit of its agent and lender, if any, commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in or about Union Depot.

11.3 Tenant's Insurance. Tenant shall purchase and maintain such insurance as will protect Tenant from claims which may arise out of, or result from, Tenant's operations under this Lease, whether such operations are by Tenant or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions any one of them may be liable. Tenant shall secure the following coverages and comply with all provisions noted below. Certificates of Insurance shall be issued evidencing such coverage to Landlord throughout the Term of this Lease.

(a) Fire and All-Risk Property Insurance.

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

(b) Commercial General Liability Insurance.

- i. Amounts
 1. \$1,500,000 per occurrence.
 2. \$2,000,000 general aggregate.
 3. \$2,000,000 products/completed operations total limit
 4. \$1,500,000 personal injury and advertising liability
 5. \$5,000 per person medical payment.
 6. \$100,000 fire/legal.
- ii. The policy is to be written as acceptable to the Landlord.
- iii. Landlord and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.

Automobile Insurance

(c) Workers' Compensation and Employer's Liability.

- i. Workers' Compensation as required by Minnesota Statutes.
- ii. Employer's Liability limits: \$500,000/\$500,000/\$500,000

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

This Section 11 of this Lease establishes minimum insurance requirements, and it is the sole responsibility of Tenant to purchase and maintain additional insurance that may be necessary in connection with this Lease.

- a. Certificates of insurance must indicate if the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the required insurance and filed (an) acceptable Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.
- b. Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- c. Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

11.4 Mutual Release and Waiver. Notwithstanding any other provision in this Lease, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause-of-action, against the other, (including partners, both general and limited), their agents, officers, directors, and employees, for any personal injuries or property loss or damage that may occur to the Premises, or any improvements thereto, or Union Depot, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard commercial liability, worker's compensation, or fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its officials, agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

11.5 Releases. Landlord and Tenant each agree that such policy or policies of insurance for loss or damage by fire or other risks shall permit releases of liability as provided in this Lease and shall include a waiver of subrogation clause as to Tenant and Landlord respectively.

SECTION 12 – FIRE OR OTHER CASUALTY

12.1 Total Destruction. If Union Depot is totally destroyed by any fire or other casualty and Landlord elects not to repair or restore Union Depot, or if Landlord elects not to repair or restore Union Depot in such manner as to be suitable for use as the Union Depot Use, this Lease shall terminate and Landlord and Tenant shall have no obligations to each other effective as of the date of the damage or destruction. Landlord shall provide Tenant with notice of its election hereunder within 180 days of the date of the damage or destruction. In the event that Landlord elects to repair or restore Union Depot in such manner as to be suitable for use as the Union Depot Use, the repair or restoration shall include the Premises, or such space as is reasonably equivalent in all material respects for Tenant's Use, at the expense of Landlord, and the Rent shall abate until the Premises or equivalent space is delivered to Tenant in such condition that Tenant may resume its business at Union Depot, except that if the damage or destruction occurs when the remaining length of the Term is six (6) months or less, this Lease shall automatically terminate.

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenantable for Tenant's Use, Union Depot is not totally damaged or destroyed, Landlord is able to provide Tenant with alternative space within Union Depot for Tenant's Use and Union Depot is suitable as a location for Tenant's Use, and the damage or destruction takes place before the time when the remaining length of the Term is six (6) months or less, Landlord shall promptly restore the Premises at Landlord's expense and Rent shall abate until the restored Premises are delivered to Tenant, unless Landlord does not complete the restoration within 270 days of the damage, in which event Tenant may terminate this Lease upon 90 days written notice to Landlord and if Landlord does not deliver the restored Premises within 30 days of the date of Tenant's notice of

termination. If the Premises are partially damaged or destroyed and the remainder is tenantable for Tenant's Use, Landlord shall promptly repair the damage and restore the Premises to the condition existing immediately before the damage or destruction and Rent shall abate proportionately with the area of the Premises that is rendered untenable. Landlord's obligation to repair or rebuild as proved in this Section 12 of this Lease shall exclude leasehold improvements, except as installed by Landlord prior to the Commencement Date. In no event in the case of any such damage or destruction shall Landlord be required to repair or replace Tenant's stock in trade, leasehold improvements installed by Tenant, or fixtures, furniture, furnishings or floor coverings and equipment of Tenant or installed by Tenant. In the event the Premises are repaired or restored as provided in this Section 12, Tenant covenants to make such repairs and replacements of all such items which are not the responsibility of Landlord as provided in this Section 12.2 and to furnish Landlord, on demand, evidence of insurance assuring its ability to do so.

SECTION 13 - EMINENT DOMAIN

Landlord represents and warrants that it has no knowledge of any plans by any agency with eminent domain authority to acquire Union Depot by use of eminent domain. For the purposes of this Section 13, the knowledge of Landlord means the actual knowledge of the director of the Ramsey County Regional Railroad Authority ("RCRRA") and the chair of the Board of RCRRA.

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

13.2 Partial Taking. If any of the Premises shall be taken under the power of eminent domain, then Landlord or Tenant shall have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Section 13.2, to continue in possession of the remainder of the Premises upon notice in writing to the other party hereto within thirty (30) days after such taking of possession. In the event this Lease is not terminated pursuant to Section 12.2 of this Lease, all of the terms herein provided shall continue in effect except that the Rent shall be equitably abated as to any portion of the Premises so taken and Landlord shall make all necessary repairs or alterations to the extent provided in Section 13.2. In the event that as a result of any such taking, Union Depot is not suitable for use for intercity passenger bus service, Landlord shall have the right to terminate this Lease as of the day possession shall be taken by giving Tenant written notice of termination within thirty (30) days after the taking of possession by such public authority.

13.3 Award. The entire award for the taking of the fee and leasehold shall belong to Landlord, but Landlord shall not be entitled to any award made to Tenant for Tenant's trade fixtures or for relocation and moving expenses.

SECTION 14 - ASSIGNMENT AND SUBLETTING

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

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

SECTION 15 - ACCESS TO PREMISES

15.1 Landlord Access. Landlord shall have the right to enter upon the Premises immediately in the event of emergency and during all Operating Hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to Union Depot or for the purpose of exhibiting the same to prospective tenants, purchasers or others. At any time 90 days or less before the expiration of the Term, Landlord may install and maintain a sign in the Premises that advertises the Premises as being available for lease. Landlord shall not be liable to Tenant in any manner for any expense, loss, or damage by reason thereof, nor shall exercise of such rights be deemed an eviction or disturbance of Tenant's use or possession of the Premises. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises and serving other parts of the Union Depot in locations which will not materially interfere with Tenant's use of the Premises. Landlord or its employees or agents shall have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same but nothing contained herein shall be construed as imposing any obligation on Landlord to make any repairs, alterations or improvements that are the obligation of Tenant. Landlord or its employees or agents shall have the right to enter the Premises at any reasonable time or times for the purpose of accessing equipment, pipes, ducts, conduits, and wires serving other parts of the Union Depot that are accessible only through the Premises. Landlord shall use commercially reasonable efforts not to interrupt Tenant's business operations in the Premises during such periods of entry permitted pursuant to this Section 15.1.

SECTION 16 – DEFAULT OF TENANT AND REMEDIES

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

- (a) Tenant shall fail to pay any monthly installment of Rent, or timely pay any Rent or any monies due from Tenant to Landlord, and such default shall continue for a period of ten (10) days after the due date;
- (b) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and such default shall continue for thirty (30) days after Tenant receives written notice from Landlord, except that if such default cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Tenant is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed ninety (90) days.
- (c) Tenant shall have filed a petition in bankruptcy or for reorganization or for the appointment of a receiver or trustee for it or its property, or any similar petition, or shall have made an assignment for the benefit of creditors, or an order for relief shall have been entered in any proceeding under the Federal Bankruptcy Code in which Tenant is named as debtor and such petition is not vacated or withdrawn within sixty (60) days after the date of filing thereof.
- (d) Any involuntary petition of the type or similar to those referred to in Section 16.1 of this Lease shall have been filed against Tenant and shall not be vacated or withdrawn within sixty (60) days after the date of filing thereof.
- (e) Tenant shall have abandoned the Premises for 60 consecutive days.

16.2 Right of Landlord to Terminate the Lease. If an Event of Default shall have occurred and be continuing, Landlord may, at its sole option, by written notice to Tenant, terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 16.2.

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

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

16.5 Obligations of Tenant. No termination of this Lease pursuant to Section 12 and no Repossession of the Premises pursuant to Section 16.3 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been re-let, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, including interest, late fees, and thereafter, until the end of what would have been the Lease Term in the absence of such termination or Repossession, Tenant shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.4 after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

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

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

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

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

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

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

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

17.2 Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to occupying the Premises as a tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be one-hundred fifty percent (150%) of the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.

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

SECTION 18 – SUBORDINATION

18.1 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages that may are now or hereafter be placed upon the Premises or Union Depot and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof if the mortgagee

thereunder shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default beyond the period allowed for cure hereunder. Tenant further agrees that upon notification by Landlord to Tenant, this Lease shall be or become prior to any mortgages that may heretofore or hereafter be placed on the Premises or Union Depot. Tenant shall execute and deliver whatever instruments and financial statements as requested by the mortgagee as may be required for the above purposes, and failing to do so within ten (10) days after demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

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

SECTION 19 - NOTICES

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

SECTION 20 - ESTOPPEL STATEMENTS

Within ten (10) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Union Depot or any part thereof, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

SECTION 21 - QUIET ENJOYMENT

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

SECTION 22 – SECURITY INTEREST

Tenant hereby grants to Landlord a security interest in all goods, chattels, fixtures and personal property belonging to Tenant, which now or are hereafter located in the Premises to secure all Rents due hereunder and all other covenants obligations of Tenant hereunder. In the event there is a security interest in said property which security interest is paramount and superior to the security interest herein created, Landlord may satisfy said paramount security interest and all sums paid in satisfying said security interest will be considered additional sums owned Landlord by Tenant hereunder. Tenant hereby acknowledges receipt of a true, full and complete copy of this Lease. Landlord, in the event of a default by Tenant of any covenant or condition herein contained, may exercise, in addition to any rights and remedies herein granted, all the rights and remedies of a secured party

under the Uniform Commercial Code or any other applicable law. Tenant agrees upon request of Landlord to execute and deliver to Landlord a financing statement evidencing such security interest.

SECTION 23 – RELATIONSHIP OF THE PARTIES

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

SECTION 24 – DATA AND AUDIT

24.1 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Tenant's performance of this Lease is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy. Tenant shall take all reasonable measures to secure the computers or any other storage devices in which any Landlord data, if any, is contained or which are used to access Landlord data for Union Depot.

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

SECTION 25 – WASTE REDUCTION

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

SECTION 26 – OTHER GENERAL

26.1 Equal Employment Opportunity. Tenant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

26.2 Prevailing Wage. With respect to any Alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Tenant shall also submit evidence adequate in Landlord's determination that each contract provides that the contractor and each and all subcontractors of the contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost value of over \$25,000. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42. Pursuant to Minnesota

Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Each contract for which Ordinance No. 2013-329 requires that the Prevailing Wage Rate must be paid shall contain the following statement:

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

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

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

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

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

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

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

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

26.10 Memorandum of Lease. Upon request by Tenant, Landlord shall execute and deliver a memorandum of lease in recordable form setting forth the existence of this Lease and the Term ("Memorandum") and Tenant may elect to record the Memorandum in the real estate records of Ramsey County, Minnesota.

26.11 Brokerage. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as stated below, and each of the parties agrees to indemnify the other against and hold the other harmless from, all liabilities arising from any such claim for which such party is responsible. Landlord has been represented by Jones Lang LaSalle Americas, Inc., as Landlord's broker and Tenant has not been represented by a broker. Landlord will pay all commissions or fees payable to Jones Lang LaSalle Americas, Inc. pursuant to a separate agreement between Landlord and Jones Lang LaSalle Americas, Inc.

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

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

26.14 Other Indebtedness. If Tenant is now obligated, or hereafter becomes obligated, to pay Landlord any sum of money according to one or more promissory notes or other agreements between Landlord and Tenant, any default by Tenant in the prompt payment of such sum shall also constitute a monetary default by Tenant under this Lease.

26.15 No Breach of Other Agreements. Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other Lease or contract affecting Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to indemnify and save harmless Landlord, any future owner of the fee or any part thereof of Union Depot, and any mortgagee thereof against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including attorneys' fees, paid, suffered or incurred by them or any of them as a result of any breach of the foregoing covenant. Tenant's liability under this covenant extends to the acts and omissions of any subtenant, and any agent, employee, or licensee of any subtenant of Tenant.

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

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

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

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

LANDLORD:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega, Chair

Date: _____

Approval Recommended

Jean R. Krueger, Director

Approved as to form and insurance:

By: Scott Schwahn
Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

TENANT:

DOUBLE TRACK INTERACTIVE, LLC

By: 
Jennifer Moberg (Mar 12, 2024 09:18 CDT)

Name: Jennifer Moberg

Its: Owner

Date: 03/12/2024

Exhibit A
LEGAL DESCRIPTION OF UNION DEPOT

Head House Parcel

Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 13, 15, 17, 18, 19, 20, 22 and 25, Block 1, St. Paul Union Depot, according to the recorded plat thereof, Ramsey County, Minnesota.

Part of the above being registered land as evidenced by Certificate of Title No. 566973

NOTE: The Torrens portion being more particularly described as follows: That part of Lot 1, Block 1, St. Paul Union Depot, overlying the following described property: All that part of Lot 3, Block 28, St. Paul Proper, included within the following boundaries, to-wit: Commencing at a point on the Northwestern line of Lot 3 100.37 feet Southwesterly from the Northeasterly corner of Lot 1, Block 28, St. Paul Proper; thence Southeasterly a distance of 100.26 feet to a point on the Northwestern line of the alley shown in red upon a map or plat in the office of the Register of Deeds of Ramsey County, Minnesota, in "N" of Plans page 2, (which point is 100.90 feet Southwesterly from the Northeasterly line of said Lot 1, Block 28,) thence Southwesterly to a point in the Westerly line of said Lot 3 100.35 feet Southeasterly from the Northwestern corner of said Lot 3; thence Northwesterly along the Westerly line of said Lot 3 to the Northwestern corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

Lots 16 and 21, Block 1, St. Paul Union Depot, Ramsey County, Minnesota, together with rights in declaration filed December 31, 2007 as Document Number 4072565.

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees,

41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds

West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RSRVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly

rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

Surface Lot Parcel

All that part of Blocks 68, 69, 70, 72, 73, 76 and 84, Kittson's Addition, Lots 1, 2, 3 and 4, Ewing and Chutes Subdivision of Lot 5 of said Block 69, vacated alleys in said Blocks 68, 69, 70 and vacated Willius Street (College Street), Neill Street, Kittson Street, First Street and Water Street lying within the following described lines:

Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92

feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

(PIN NO. 32-29-22-34-0011)

EXHIBIT B

PREMISES

First Floor Head House
Suite 140 and 150 – 3,313 Sq. Ft.



EXHIBIT B – CONTINUED

PREMISES

First Floor Head House 155 Sq. Ft.



Exhibit C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and the corridors in the basement of the Building shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenants shall invite to, or permit to visit its Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate an elevator for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat or any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the covered pedestrian space, or passageways, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Without the consent of Landlord, (a) no awnings or other projections shall be attached to the exterior side of any walls of the Premises, and (b) no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord. In order that the Building can and will maintain a uniform and high quality appearance to those persons outside of the Premises, each tenant shall (x) in areas where lighting is visible from the outside of its Premises, use only lighting which has been previously approved by Landlord, and (y) in window areas, use only blinds which have previously approved by Landlord.
3. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage, trash, rubbish and refuse shall be made only by way of the areas provided therefor by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall have no right to remove or change shades, blinds or other window coverings within the Premises without Landlord's consent.
5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Public Areas.
6. No acids, vapors or other materials harmful to the waste lines, vents or flues shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.

7. No Tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building, except with the written consent of, and as directed by, Landlord. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises, and, if tile or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
8. No bicycles, vehicles, animals (except service animals), fish or birds or any kind shall be brought into, or kept in or about, the Premises or the Building.
9. No noise, including music, the playing of musical instruments, recordings, radio or television, which, in the sole judgment of Landlord, might disturb other tenants or persons in the Building or the operations thereof, shall be made or permitted by any tenant; provided, however, the foregoing shall constitute an Immediately Remedial Condition which if immediately cured by Tenant upon Landlord's request, the occurrence of such noise shall not constitute a default under the Lease. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant or persons of any other space in the structure.
10. Nothing shall be done or permitted in the Premises or the Building, and nothing shall be brought into, or kept in or about the Premises or the Building, which would impair or interfere with any of the Building equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, nor the employees, agents, concessionaires, licensees, customers or invitees of any tenant, shall at any time bring or keep upon its Premises or other area of the Building any highly inflammable, combustible (which shall not be deemed to include newsprint) or explosive fluid, chemical or substance.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, without Landlord's consent. Tenant shall supply to Landlord duplicate keys to locks installed by Tenant. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord, and Landlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks.
12. All removals or the carrying in or out of any safes, freight, furniture, packages; boxes, crates or any other object or matter of any description shall take place only during such hours and in such manner as Landlord may from time to time determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord including cost of such overtime work. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may install, maintain and discontinue such security measures and systems as Landlord deems appropriate (and Landlord agrees not to discriminate solely against Tenant in Landlord's determination to discontinue security measures and systems), but the establishment and enforcement thereof shall not impose any responsibility on Landlord for the protection of any tenant against any injury to a tenant or to any other person, or for any damage to, or loss of, any of tenant's personal property or of the property of any other person. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule 12 or of Rule 14 hereof.

13. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Structure or the desirability of the Structure as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.
14. If Landlord institutes a pass system for entrance to the Building after Operating Hours, Landlord reserves the right to exclude from the Building all employees of any tenant who do not present a pass to the Building signed by such tenant. Landlord or its agent will furnish passes to persons for whom any tenant requests the same in writing. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender a pass given to such person by the tenant visited. Each tenant shall be responsible for all persons for whom it requests any such pass or any person who such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.
15. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use.
16. Each tenant shall, at the expense of such tenant, provide light and power for the agents, contractors and employees of Landlord while making repairs or alterations in and for the benefit of the Premises.
17. The Premises shall not be used or appear to be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants will be attended to only upon application at the office of the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
19. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
20. The employees, agents, concessionaires, and licensees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. Tenants shall not permit loitering within their Premises.
21. There shall not be used in any space, or in the Public Areas either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall require. No hand trucks shall be used in passenger elevators.
22. Tenant shall not cause or permit any odors of cooking or other processes, or any odors, whether deemed pleasant or unpleasant, to emanate from the Premises. No cooking shall be done in its Premises or except as is expressly permitted in the Lease of which these Rules and Regulations are a part.

23. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner approved by Landlord.
24. Whenever any tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, such tenant shall pay to Landlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by Landlord (whether or not Landlord's in-house staff) to review such plan, agreement or document.
25. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
26. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
27. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of tenants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

Exhibit D
FORM OF RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT (“Agreement”) is made and entered into as of _____, 2024 by and between Ramsey County Regional Railroad (“Landlord”), and Double Track Interactive, LLC (“Tenant”).

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 2024 (“Lease”) for Suites 140 and 150 located at Union Depot, 214 4th Street East, St. Paul, Minnesota (the “Premises”).

B. Landlord and Tenant desire to execute this Agreement to memorialize the final Commencement Date and Termination Date of the Lease and acknowledgment of delivery of the Premises in the condition required by the Lease.

NOW, THEREFORE, Landlord and Tenant state and agree:

1. Tenant acknowledges that on _____, 2024 Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is _____, 2024.
3. The Rent Commencement Date is _____, 2024.
4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____, 2026.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:

DOUBLE TRACK INTERACTIVE, LLC

Director

By _____

Its: _____

Approved as to form:

Assistant Ramsey County Attorney

Exhibit E
LANDLORD TENANT IMPROVEMENTS

As part of the Landlord's Work, the Landlord agrees to provide the following improvements prior to the Commencement Date:

1. Installation of New Locks:
 - A new lock will be installed on the door separating Suites 150 and 160.
 - A new lock will be installed on the pocket door dividing the back room in Suite 150.
2. Window Installation:
 - The window will be installed in the front vestibule near the entrance of the suites.
 - The window will be painted with a white primer to maintain a consistent appearance with the adjacent window.

Exhibit F
TENANT'S WORK

The Tenant's Work shall include the following improvements:

1. Painting:
 - Walls will be painted according to an agreed color scheme.
2. Decorative Installations:
 - Train-themed pictures and signage will be installed in designated areas.
 - A disco ball and bubble machine will be installed in a designated area.
 - A train-themed stage backdrop will be installed in the performance area.
3. Lighting:
 - String lights will be installed to provide ambient lighting.
4. Audiovisual Equipment:
 - A TV monitor and speakers will be installed for multimedia purposes.

Choo Choo Bob's - Lease Agreement







3.25.24-3.31.26

Final Audit Report

2024-03-12

Created:	2024-03-11
By:	Lindsay Boyd (Lindsay.Boyd@jll.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb0s8oKSr9FUuawnlXXIM0E8OJHE9lciC

"Choo Choo Bob's - Lease Agreement 3.25.24-3.31.26" History

-  Document created by Lindsay Boyd (Lindsay.Boyd@jll.com)
2024-03-11 - 3:36:18 PM GMT- IP address: 50.173.223.102
-  Document emailed to Jennifer Southerling (jennifersoutherling@hotmail.com) for signature
2024-03-11 - 3:36:25 PM GMT
-  Email viewed by Jennifer Southerling (jennifersoutherling@hotmail.com)
2024-03-12 - 2:17:43 PM GMT- IP address: 73.94.105.22
-  Signer Jennifer Southerling (jennifersoutherling@hotmail.com) entered name at signing as Jennifer Moberg
2024-03-12 - 2:18:53 PM GMT- IP address: 73.94.105.22
-  Document e-signed by Jennifer Moberg (jennifersoutherling@hotmail.com)
Signature Date: 2024-03-12 - 2:18:55 PM GMT - Time Source: server- IP address: 73.94.105.22
-  Agreement completed.
2024-03-12 - 2:18:55 PM GMT