

STATE OF MINNESOTA

SUBLEASE

SUBLEASE NO. **S-9081**

THIS SUBLEASE is made by and between the State of Minnesota, Department of Administration, acting for the benefit of the Department of Employment and Economic Development, hereinafter referred to as SUBLANDLORD, and Dakota County, a political subdivision of the State of Minnesota, hereinafter referred to as SUBTENANT.

WHEREAS, pursuant to Lease No. 12547 ("Master Lease"), attached hereto as Exhibit A1-A33, SUBLANDLORD has leased from Gateway Investors, LLC ("LANDLORD") approximately four thousand seven hundred eighty eight (4,788) usable square feet of office space, also known as Suite 350, in the building known as Gateway Office Plaza, located at 350 West Burnsville Parkway, Burnsville, MN 55337 ("Building");

WHEREAS, SUBTENANT's business is employment and training services;

WHEREAS, SUBTENANT desires to lease a portion of the Leased Premises for the purpose of employment and training services;

NOW THEREFORE, SUBLANDLORD and SUBTENANT, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree as follows.

1. **TERMS AND CONDITIONS OF MASTER LEASE** SUBLANDLORD and SUBTENANT hereby agree that SUBTENANT shall be bound by the terms of the Master Lease as if SUBTENANT were the tenant under the Master Lease.
2. **SUBLEASED PREMISES** SUBLANDLORD grants and SUBTENANT accepts a sublease of the following described portion of the Leased Premises located in the City of Burnsville, County of Dakota, Minnesota 55337:  
  
approximately three hundred ninety six (396) usable square feet of dedicated office space and shared use of common areas to include, but not limited to, the reception area, conference rooms, and breakroom, as shown on the floorplan and Infrastructure Cost Allocation spreadsheet, attached hereto and incorporated herein as Exhibit B1-B2, in the building known as Gateway Office Plaza, located at 350 West Burnsville Parkway.
3. **SUBLEASE TERM** The term of this Sublease is five (5) years, commencing January 1, 2025 and continuing through December 31, 2029 ("Sublease Term").

4. **USE** SUBTENANT shall use and occupy the Subleased Premises only as office space.

5. **RENT**

5.1 **Rent Payment** In consideration for all covenants, representations and conditions of this Sublease, SUBTENANT agrees to pay SUBLANDLORD the sum of fifty seven thousand six hundred six and 12/100 dollars (\$57,606.12) for the Sublease Term, such amount shall be paid in accordance with the rent schedule set forth below.

<u>SUBLEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR SUBLEASE PERIOD</u>
1/1/25 - 12/31/25	396	\$ 27.13	\$ 895.29	\$ 10,743.48
1/1/26 - 12/31/26	396	\$ 28.08	\$ 926.64	\$ 11,119.68
1/1/27 - 12/31/27	396	\$ 29.06	\$ 958.98	\$ 11,507.76
1/1/28 - 12/31/28	396	\$ 30.07	\$ 992.31	\$ 11,907.72
1/1/29 - 12/31/29	396	\$ 31.13	\$ 1,027.29	\$ 12,327.48
				<b>\$ 57,606.12</b>

5.2 **Rent Payment Address** SUBTENANT agrees to pay this sum, with no monthly invoicing, on the first day of each month by check or money order made payable to the Department of Employment and Economic Development and mailed or delivered to:

Fiscal Management Division  
Department of Employment and Economic Development  
Great Northern Building  
180 E Fifth St Ste 1200  
St Paul MN 551011

5.3 SUBLANDLORD represents and warrants that it is solely entitled to all rent payable under the terms of this Sublease.

5.4 **Change in Square Footage** In the event there is a change in square footage of the Subleased Premises with a corresponding change in the rent payable hereunder, SUBLANDLORD and SUBTENANT agree that this change may be made by an executed "*Infrastructure Funding Agreement (IFA)*" documenting such change with copies sent to all parties hereto.

6. **TERMINATION**

6.1 **Master Lease**

a. This Sublease shall expire and automatically terminate on the expiration date of the Master Lease.

- b. Notwithstanding anything to the contrary in Section 6.1.a above, in the event SUBLANDLORD terminates its Master Lease early ("Early Termination Date"), this Sublease shall automatically terminate on the Early Termination Date.

6.2 Sublease This Sublease may be terminated by SUBLANDLORD for any reason at any time upon providing one hundred twenty (120) days' prior written notice to SUBTENANT.

7. **PARKING** Parking shall be provided in the parking lot adjacent to the Building for the use of SUBTENANT, its invitees, licensees and guests. It is understood by SUBLANDLORD and SUBTENANT that there is no additional rent payable for parking provided in this Sublease.

8. **DUTIES OF SUBTENANT**

- 8.1 SUBTENANT agrees to maintain the Subleased Premises in a reasonably clean and sanitary condition.
- 8.2 SUBTENANT shall comply with all applicable statutes, rules, ordinances and regulations as issued by federal, state, city, county or local political subdivisions having jurisdiction and authority over the aforementioned Subleased Premises, Leased Premises and Building.
- 8.3 SUBTENANT shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Subleased Premises.
- 8.4 SUBTENANT shall use reasonable care in the occupation and use of the Subleased Premises. Upon expiration or termination of this Sublease, SUBTENANT shall vacate the Subleased Premises, remove its personal property therefrom and forthwith yield and place SUBLANDLORD in peaceful possession of the Subleased Premises, free and clear of any liens, claims or encumbrances and in as good condition as the Subleased Premises existed at the commencement of this Sublease, ordinary wear and tear and damage from the elements excepted. Alterations or fixtures attached to the Subleased Premises shall remain a part thereof and shall not be removed unless SUBLANDLORD elects to permit removal. Any damage caused by said removal shall be repaired by SUBTENANT at its expense.
- 8.5 SUBTENANT agrees not to use the Subleased Premises in any way which, in the judgment of SUBLANDLORD, poses a hazard to building occupants, the Subleased Premises or the building, in part or whole, nor shall SUBTENANT use the Subleased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.
- 8.6 SUBTENANT agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, religion, national origin, sex, gender identity, marital status, sexual orientation, disability, and status with regards to public assistance, in furnishing, or by refusing to furnish, to such person or persons the

use of the Subleased Premises including any and all services, privileges and activities provided therein or violate any provision of the Minnesota Human Rights Act and any other applicable law or rule.

- 8.7 Energy Conservation SUBTENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning any other utility or any service, whether such is furnished by SUBLANDLORD or obtained and paid for by SUBTENANT.
- 8.8 SUBTENANT shall comply fully with all rules and regulations governing access to the Subleased Premises which SUBLANDLORD may change from time to time.

## 9. **LIABILITY INSURANCE**

- 9.1 SUBTENANT agrees to acquire and maintain, at its sole expense, during the term of this Sublease and any extension thereof, commercial general liability insurance (or comparable coverage under a program of self-insurance), as follows:
- a. Minimum Liability Limits:
    - (i) \$2,000,000 per occurrence.
    - (ii) \$2,000,000 annual aggregate
  - b. Umbrella of Excess Liability Policy An umbrella or excess liability insurance policy may be used to supplement the SUBTENANT's policy limits to satisfy the full policy limits required by this Sublease.
  - c. Required Coverages:
    - (i) Bodily injury.
    - (ii) Property damage.
    - (iii) Personal and advertising injury.
    - (iv) Blanket contractual.
    - (v) Fire legal.
- 9.2 Other Commercial General Liability Insurance Requirements:
- a. Name the State of Minnesota/Department of Administration and State of Minnesota/Department of Employment and Economic Development (address: Real Estate and Construction Services, Department of Administration, 50 Sherburne Ave # 309, St Paul MN 55155) as additional insured.

- b. If SUBTENANT receives a cancellation notice from an insurance carrier affording coverage herein, SUBTENANT agrees to notify the SUBLANDLORD within five (5) business days with a copy of the cancellation notice, unless SUBTENANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the SUBLANDLORD.
  - c. SUBTENANT shall provide SUBLANDLORD with a certificate of insurance or a statement of self-insurance that proves the required coverage is in force and that includes a reference to the address of the Subleased Premises.
10. **HOLD HARMLESS** SUBLANDLORD shall not be liable for any suits, actions or claims of any character for injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Subleased Premises by SUBTENANT or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by SUBTENANT, except as such injury, death or property damage is attributable to SUBLANDLORD's negligence or willful acts. SUBTENANT shall indemnify SUBLANDLORD and hold it harmless from any and all such suits, actions or claims.
11. **PERSONAL PROPERTY RISK** All personal property in or about the Subleased Premises belonging to or placed therein by SUBTENANT or its occupants or visitors shall be there at the sole risk of SUBTENANT or such other person only.
12. **HOLD OVER** In the event SUBTENANT remains in possession of the Subleased Premises herein subleased after the expiration of this Sublease and without the renewal of this Sublease or the execution of a new Sublease, it shall be deemed occupying said Subleased Premises as a tenant, subject to all the conditions, provisions and obligations of this Sublease insofar as the same can be applicable to a month-to-month tenancy.
13. **DEFAULT BY SUBTENANT** If SUBTENANT defaults in the performance of any of the terms and provisions of this Sublease and fails to cure the default within thirty (30) days after receipt of written notice of default from SUBLANDLORD, SUBLANDLORD may, upon fifteen (15) days written notice to SUBTENANT, terminate this Sublease. In such event, SUBLANDLORD shall have the right without further notice to re-enter the Subleased Premises and remove all persons and SUBTENANT'S property from the Subleased Premises without being guilty of any manner of trespass or working a forfeiture of the rents payable under the Sublease. SUBLANDLORD may re-let the premises; however, SUBTENANT shall remain liable for any deficiency.
14. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
- 14.1 SUBTENANT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by SUBLANDLORD in accordance with this Sublease and as it applies to all data created, collected, received,

stored, used, maintained, or disseminated by SUBTENANT in accordance with this Sublease. The civil remedies of Minnesota Statutes, section 13.08, apply to SUBLANDLORD and SUBTENANT.

14.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If SUBTENANT receives a request to release the data referred to in this Section, SUBTENANT must immediately notify SUBLANDLORD and consult with SUBLANDLORD as to how SUBTENANT should respond to the request. SUBTENANT'S response shall comply with applicable law, including that the response is timely. If SUBTENANT denies access to the data, SUBTENANT'S response must reference the statutory basis upon which SUBTENANT relied. SUBTENANT does not have a duty to provide public data to the public if the public data is available from SUBLANDLORD.

15. **WAIVER OF COVENANTS** The failure of SUBLANDLORD to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Sublease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but SUBTENANT's obligation with respect to such future performance shall continue in full force and effect.

16. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of SUBTENANT relevant to this Sublease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

17. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, SUBLANDLORD and SUBTENANT shall not permit smoking in the Subleased Premises. In addition, SUBLANDLORD and SUBTENANT shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Subleased Premises.

18. **NOTICES**

18.1 All notices or communications between SUBLANDLORD and SUBTENANT shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 18.2 below.

- a. when personally delivered to the addressee, or
- b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- c. when delivered via electronic mail from SUBLANDLORD to SUBTENANT to: Mike Lexvold: [Michael.Lexvold@CO.DAKOTA.MN.US](mailto:Michael.Lexvold@CO.DAKOTA.MN.US) (provided such delivery or attempted delivery is confirmed), or
- d. one (1) business day after deposited with an overnight courier service.

18.2 Mailing Addresses:

SUBLANDORD:  
Real Estate and Construction Services  
Department of Administration  
50 Sherburne Ave #309  
St Paul MN 55155

Attn: Lease Supervisor

SUBTENANT:  
Dakota County Facilities Management  
1590 Highway 55  
Hastings MN 55033

Attn: Mike Lexvold  
Email: [Michael.Lexvold@CO.DAKOTA.MN.US](mailto:Michael.Lexvold@CO.DAKOTA.MN.US)

19. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Sublease taken together shall constitute but one and the same Sublease. The parties further agree that this Sublease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Sublease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Sublease.

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**EXHIBITS:**

Exhibit A1-A33	Master Lease No. 12547
Exhibit B1-B2	Office Floorplan and IFA Showing Subleased Premises Square Footage

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

SUBTENANT:  
DAKOTA COUNTY

*SUBTENANT certifies that the appropriate person(s) have executed the Sublease on behalf of SUBTENANT as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CONSENT TO SUBLEASE:  
GATEWAY INVESTORS, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SUBLANDLORD:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_  
("Effective Date")

APPROVED:  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED:  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## STATE OF MINNESOTA

### LEASE

LEASE NO. **12547**

THIS LEASE is made by and between Gateway Investors LLC, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Employment and Economic Development.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of Burnsville, County of Dakota, Minnesota 55337:

approximately four thousand seven hundred eighty eight (4,788) usable square feet of space, also known as Suite 350, as shown on the floorplan attached hereto and incorporated herein as Exhibit A, in the building known as Gateway Office Plaza ("Building") located at 350 West Burnsville Parkway.

2. **USE** Tenant shall use and occupy the Leased Premises only for office and related activities.

3. **LEASE TERM**

3.1 **Tenant's Work, Commencement and Expiration Dates**

- a. The term of this Lease is five (5) years, commencing January 1, 2025 ("Commencement Date") and continuing through December 31, 2029 ("Lease Term").
- b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after December 2, 2024 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work"). Tenant shall have earlier access to the Leased Premises to install voice, data and security cabling ("Cabling Work") in

**EXHIBIT A1-A33**

coordination with Landlord's contractor provided that such Cabling Work does not interfere with the timely completion of Landlord's Work.

3.2 Landlord's Work Completion Landlord shall make every effort to provide substantial completion of Landlord's Work by the Tenant's Work Commencement Date so as to enable Tenant to complete Tenant's Work. Landlord shall complete Landlord's Work in the Leased Premises in its entirety by the Commencement Date.

3.3 Adjusted Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises by the Commencement Date due to Landlord's failure to complete Landlord's Work, the following shall apply.

a. The Adjusted Commencement Date shall be the later date of either of the following:

(i) The date which is sixteen (16) days subsequent to the actual Tenant's Work Commencement Date.

(ii) The date that Landlord's Work is substantially completed.

b. Amendment & Prorated Rent

(i) By amendment to be executed in the same manner as the execution of this Lease, Landlord and Tenant shall establish the Adjusted Commencement Date and corresponding rent payable.

(ii) If the Commencement Date is other than the first day of the month, the rent payable in the first month of the Lease Term shall be prorated and shall be the product obtained by multiplying the full monthly rent payable by a fraction, the numerator of which is the number of leased days in the applicable calendar month and the denominator of which is equal to the total number of days in the applicable calendar month.

#### 4. USABLE SPACE MEASUREMENTS

4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by Tenant and is the basis for calculation of rent payable hereunder.

4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:

- a. vertical shafts,
- b. elevators,
- c. stairwells,
- d. dock areas,
- e. mechanical, utility and janitor rooms,
- f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
- g. each and every column, dead wall space, and/or pilaster within the Leased Premises of four (4) square feet or more; and
- h. each and every column and/or pilaster attached to the exterior, building corridor walls or demising wall within the Leased Premises.

5. RENT

- 5.1 Rent Payment In consideration for all covenants, representations and conditions of the Lease, Tenant agrees to pay Landlord rent for the Lease Term in the sum of six hundred ninety six thousand five hundred ten and 36/100 dollars (\$696,510.36) in accordance with the rent schedule set forth below:

LEASE PERIOD		SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
1/1/25	- 12/31/25	4,788	\$27.13	\$ 10,824.87	\$ 129,898.44
1/1/26	- 12/31/26	4,788	\$28.08	\$ 11,203.92	\$ 134,447.04
1/1/27	- 12/31/27	4,788	\$29.06	\$ 11,594.94	\$ 139,139.28
1/1/28	- 12/31/28	4,788	\$30.07	\$ 11,997.93	\$ 143,975.16
1/1/29	- 12/31/29	4,788	\$31.13	\$ 12,420.87	\$ 149,050.44
					<b>\$ 696,510.36</b>

- 5.2 Rent Billing Address Landlord shall email, mail or personally deliver original bills and rent statements to Tenant at the following address:

Fiscal Management Division  
 Department of Employment and Economic Development  
 Great Northern Building  
 180 E. Fifth St., #1200  
 St. Paul, MN 55101  
 Email: [DEED.adminv@state.mn.us](mailto:DEED.adminv@state.mn.us)

- 5.3 **Rent Payment Address** Tenant shall pay Landlord via electronic payment to the payment address Landlord has provided in the SWIFT System, or mail or deliver each monthly rent payment set forth above at the end of the applicable calendar month to Landlord at the following address:

Gateway Investors LLC  
5151 Edina Industrial Blvd Suite 400  
Edina MN 55439

- 5.4 **Landlord Receipt of Rent** Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

- 5.5 **Landlord Registered with Secretary of State** Landlord further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing.

6. **PARKING** Landlord shall provide parking stalls in the parking lot adjacent to the building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

7. **TERMINATION**

- 7.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Employment and Economic Development funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days' prior written notice to Landlord.

- 7.2 **Statute** Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days' prior written notice by Tenant to Landlord, for any reason except lease of other non-state-owned land or premises for the same use.

8. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

- 8.1 **Personal Property** Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted. Tenant shall bear no responsibility for damage to the Leased Premises caused by Landlord or those acting under Landlord's direction.

## 8.2 Alterations, Additions and Improvements

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.
- b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 8.2 a. above.

8.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove the cabling.

## 9. LANDLORD'S WORK

9.1 Landlord shall, at its expense, provide labor and materials to perform the work as shown on Exhibit B, attached hereto and incorporated herein, including, but not limited to, the following (collectively referred to as "Landlord's Work"):

- a. Adequate heating, ventilating and air-conditioning system/adjustments to accommodate the floor plan.
- b. Construction of floor-to-ceiling wall partitions with adequate acoustics.
- c. Demolition of walls as shown on the attached Exhibit B.
- d. Installation of doors with hardware including locks as required by Tenant, including the breakroom door, the secure door between the public and staff areas, and the door for the storage/sink area. In addition, Landlord shall provide Tenant with fourteen (14) sets of keys and Building access cards.
- e. Installation of electrical outlets and/or power poles, as designated by Tenant.
- f. Installation of voice/data openings as required by Tenant.
- g. Installation of ceiling system including grid, ceiling tile and lighting fixtures.
- h. Installation of commercial-grade carpet tiles and other required floor coverings throughout the Leased Premises. The current carpet will remain and areas where walls are removed will have new commercial-grade carpet tiles installed to

match the current carpet or a transition strip of carpet will separate the two different carpets.

- i. Installation of window shades or blinds on all windows.
  - j. Painting of all wall surfaces as required.
  - k. Professional cleaning of the current carpet will take place after Landlord's Work has been completed.
- 9.2 Landlord agrees that the type and colors of wall, floor and window coverings shall be subject to approval by Tenant.
- 9.3 Landlord shall use commercially reasonable efforts to substantially complete Landlord's Work set forth herein by December 2, 2024.
- 9.4 Landlord shall, at its expense, provide all architectural and engineering services and plans and all required permits and fees in connection with Landlord's Work.
- 9.5 Change Order In the event there are Tenant requested changes to Landlord's Work, Landlord and Tenant shall approve said additional cost, if any, by way of the following procedure:
- a. Landlord shall provide Tenant with a written cost estimate of the requested change. Said change, any associated cost and responsible party for said costs, shall be set forth in a Change Order(s), attached as Exhibit C.
  - b. Upon completion of all Landlord's Work, the Change Order(s) shall be set forth in an Amendment to the Lease which shall be executed by the parties hereto. The Amendment shall also set forth that if the cost of the Change Order(s) is/are Tenant's responsibility, Tenant shall pay Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

## 10. **AS-BUILT PLANS**

- 10.1 Upon completion of Landlord's Work, Landlord shall, at its expense, provide Tenant with an electronic and hard copy of as-built plans and in AutoCAD 2019 or earlier format, of the Leased Premises pursuant to Landlord preferred architects conventional layering system. Final dimensions must be gathered by Landlord via field verification of existing and newly constructed spaces and used to create the as-built plans. The as-Built plans must include accurate locations of all new and existing doors, windows, columns, walls and data and electrical locations.
- 10.2 Upon Tenant's receipt of as-built plans of the Leased Premises, Tenant shall re-measure the leased space in accordance with Section 4 of the Lease. Landlord and

Tenant agree to amend the Lease to include the as-built plans as an exhibit to the Lease and, if there is a change in usable square feet, to revise the usable square footage based on the as-built plans.

## 11. **TELECOMMUNICATIONS**

- 11.1 **Building Access** The entrance size must be large enough to provide access for the telephone company's facilities as necessary to accommodate the Tenant's needs. If the entrance size does not meet access requirements by the Telephone Company and alternative access vendor services companies, the State of Minnesota or other telecom providers, Landlord shall, at its expense, make such changes necessary to ensure that building access requirements are met.
- 11.2 **Service Providers** Tenant shall have the right, without restriction, to obtain voice, data, and other telecommunications services from any providers or carriers it desires, and Landlord shall cooperate therein in all reasonable respects when so requested by Tenant. Further, without limitation, Landlord shall, to the extent that space exists therefore when requested, allow such carriers to have the use, without charge, of vertical risers, horizontal pathways, telephone riser closets, mechanical rooms, conduits, and other common areas of the Building to the extent reasonably necessary to provide such telecommunications service to the Premises.
- 11.3 **Access by Tenant's Service Providers** Tenant and its selected telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, internet, and any other services provided over wire, fiber optic, wireless, and any other transmission systems (Telecommunications Services), for part or all of Tenants telecommunications within the Building and from the Building to any other location. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlords policies and practices for the Building.
- 11.4 **Main Point of Presence (MPOP)** Landlord shall, at its expense, provide a room designated as the MPOP/Dmarc where all underground telecommunications facilities and riser cables will terminate. The room should meet the following requirements:
  - a. Telecommunications facilities running through the MPOP Room can be shared by all Tenants of the Building, and the MPOP Room shall be controlled by Landlord. Antennas and wiring for broadcast telecommunications services shall be separate to the extent feasible. Tenant shall pay its telecommunications costs directly to the applicable utility. The consent of Landlord shall be required for any increase in the capacity of telecommunications facilities, and all work related to any such increase shall be performed by Landlord at its expense.



- b. Landlord shall permit Tenant to gain access to the MPOP from time to time through the telecommunication closet on the floor of the Building where the Leased Premises is located (it being understood that Landlord granting such access to Tenant shall not constitute Landlord's agreement to provide telecommunications services to Tenant or to otherwise have responsibility for the operation or security thereof).
- c. The MPOP should be as close as possible to the center of the building to minimize the horizontal copper cable lengths (maximum of 90 meters [295 ft.]).

11.5 **Equipment Room (ER)/ Telecommunications Room (TR)** Landlord shall, at its expense, provide room(s) designated as the ER/TR for Tenant. These room(s) should meet the following requirements

- a. Dedicated to Tenants equipment only and:
  - (i) Minimum size of 10 feet x 15 feet. Depending on the size of the Building, this may increase.
  - (ii) Minimum lighting of 50-foot candles measured 3' above finished floor level. The room(s) should have two (2) LED lights, one in front of the communications rack and one behind the communications rack)
  - (iii) Controlled access to the room(s), such as key or key card, which is limited to only those who are authorized to provide services in this location.
  - (iv) Smoke and heat sensors, connected to the main Building security system.
  - (v) 36" wide lockable entry door, opening outward.
  - (vi) No electrical transformers or any other type of equipment that can cause electromagnetic interference (EMI) or radio frequency interference (RFI) in any ER or TR.
  - (vii) No plumbing running through or above the room(s). If existing plumbing exists that cannot be moved, drainage trough(s) should be installed under any pipes to prevent them from leaking onto the equipment.
- b. The ER/TR room(s) **MUST** meet the following requirements:
  - (i) Dimmer switches are not allowed.
  - (ii) Access to and identification of the Building-grounding electrode, as described in National Electrical Code handbook.



- (iii) Temperature and humidity must be within a range that will not cause corrosion on terminations and there must not be water intrusion problems.
- (iv) Minimum of three (3) dedicated, isolated, separately fused 20-amp branch circuits, each with an 110V 2-gang electrical outlet with four (4) receptacles.
- (v) Adequate ventilation that provides heat dissipation for all installed equipment.
- (vi) Overall temperature maintained between 64°F and 75°F.
- (vii) Relative humidity from 30% to 55%. NOTE: Measurements for temperature and humidity are taken at five (5) feet above the finished floor – in front of, or between equipment.
- (viii) Plywood (3/4 - 5/8 inch) on all walls for wire and equipment termination and installation, painted with a light-colored paint and meeting all applicable fire codes.
- (ix) If sprinkler heads are used, installation of a wire protection cage to prevent accidental operation. Sprinkler heads should be positioned to not be directly above the communications racks.
- (x) Drainage troughs should be installed under any sprinkler pipes to prevent them from leaking onto equipment.
- (xi) Provide all required cable from the MPOP to the ER/TR on the floor of which the Leased Premises are a part for present and future requirements (50 pair copper wire to the ER/TR).
- (xii) Remove all cable/wiring that does not meet building code.

c. Equipment Room (ER) and Telecommunications Room (TR) Grounding

- (i) Telecommunication Ground Busbar: In the ER/TR, Landlord shall install a "Telecommunications Grounding Busbar" and "Telecommunication Bonding Backbone" connecting either room to the building grounding electrode.
- (ii) Bonding Conductor Landlord is responsible to provide ground wiring American Wiring Gauge (AWG) #6 stranded wire from the "Telecommunications Grounding Busbar" to all telecommunication racks. Landlord shall install an AWG #2 stranded wire from the ER/TR Busbar to the building grounding electrode.

- (iii) Grounding conductor from the ground Busbar to each equipment rack and section of basket tray/cable tray in each ER/TR.
- d. Telecommunications Rooms (TR)
  - (i) For every 10,000 square feet of office space per floor, the Landlord shall provide one ER/TR. The telecommunications closet shall be, at a minimum 150 square feet. **Maximum cabling distance from a ER/TR to an office/cube cannot exceed 90 meters (295 feet).**
  - (ii) All other requirements for the TR are the same as described here in Section 11.
- e. Horizontal Wiring Landlord shall allow Tenant to utilize the above grid suspended ceiling area as a horizontal subsystem that will provide a cable route from the TR's and computer room to each station on the floor.

## 12. **TENANT REQUESTED ALTERATIONS**

- 12.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved and arranged through Landlord as follows:
- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
  - b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
    - (iv) Alterations totaling \$4,999.99 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
    - (v) Alterations totaling \$5,000.00 through \$9,999.99 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
    - (vi) Alterations of \$10,000.00 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

12.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

13. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

13.1 **Management**

- a. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including but not limited to recycling of recyclable materials, operation and maintenance of the Building and the Leased Premises utilizing low VOC-emitting materials and carpet backing material that is PVC free and carpeting that is recyclable.

13.2 **Utilities**

- a. Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
- b. **Monthly Reporting** Landlord shall provide utility usage for the Building for any or all of the utilities, electricity, gas, sewer and water, during the timeframe and format as specified by Tenant. Landlord shall be deemed to comply with this section by authorizing the utility providers to share the data with Tenant annually.

13.3 **Electrical Service** Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.

13.4 **Heating and Cooling** Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

- a. From October 1 through April 30, between 70.5°F and 74.5°F. Temperature settings must be lowered to 60°F to 62°F during periods outside of Working Hours.
- b. From May 1 through September 30, between 72.0°F and 76.0°F degrees. Temperature settings will be increased to 85°F during periods outside of Working Hours.

13.5 Relative Humidity Landlord warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.

13.6 Ventilation and Environmental Quality

- a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2019, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:
  - (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2-2017, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**
  - (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2-2017, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

- b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2-2017, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2-2017, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.
- c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.

- d. Landlord shall, at its expense, and within a reasonable time, remove and replace any building material with visible or detected evidence of water infiltration or mold growth. In addition, Landlord shall, at its expense, provide to Tenant, upon Tenant's request, Landlord's water intrusion response plan, which shall comply with industry standards and practices pertaining to water infiltration within the Leased Premises.

### 13.7 Lighting

- a. Landlord shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
- b. Landlord shall, at its expense, replace light bulbs/LED light bulbs in light fixtures as needed. In addition, Landlord shall, at its expense, perform any repairs and/or replace light ballasts, light fixtures and similar lighting components as needed.

13.8 Restrooms Landlord shall provide common restrooms on each Building floor with separate restroom facilities for men and women which shall be in compliance with the current Americans with Disabilities Act (ADA) requirements. In the event Tenant or its invitees, licensees and guests shall need to use a gender neutral restroom, Landlord shall coordinate with Tenant and provide reasonable restroom accommodation. Such facilities shall be situated within the Building. Ventilation for restrooms must be in accordance with applicable building codes.

13.9 Janitorial Service Landlord shall provide janitorial services and supplies to the Leased Premises and common areas of the Building in accordance with the janitorial schedule attached and incorporated herein as Exhibit D1-D2.

### 13.10 Sustainability

- a. Sustainable Building Guidelines Landlord agrees, when feasible, to follow the State of Minnesota B3 sustainable building guidelines for maintenance and improvements to the Leased Premises. Feasibility shall be determined by Landlord, in its sole discretion, and consider such factors as long term costs and benefits over the term of the Lease, performance, aesthetics, material/labor availability and impact on Building valuation.
- b. Trash Removal Landlord shall, at its expense, provide solid waste/trash disposal services.
- c. Recycling Services
  - (i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.

- (ii) Pursuant to Minn. Stat. §115A.151, subd. (a)(1), Landlord shall, at its expense, provide recycling services to collect at least three recyclable materials, such as, but not limited to, paper, glass, plastics and metal.
  - (iii) Landlord shall provide, at its expense, centrally located recycling containers, in locations and number of containers agreed to by Landlord and Tenant, for the deposit of individual recycling containers as described below.
  - (iv) Tenant shall provide, at its expense, individual containers at each workstation/office.
  - (v) Tenant (or its employees) shall be responsible for emptying the individual containers into the centrally located containers.
  - (vi) Landlord shall empty the centralized recycling containers for pickup by the recycler and return the centrally located recycling containers to the Leased Premises.
- d. Monthly Reporting Landlord shall provide solid waste, recycling and composting disposal amounts for the Building, during the timeframe and format as specified by Tenant. Landlord shall be deemed to comply with this section by authorizing the waste, recycling, and composting providers to share the data with Tenant annually.
- e. Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide the service.
- f. Water Drinking Stations Landlord shall provide, at its expense, wall mounted filtered drinking stations. Landlord shall also be responsible for filter replacement and maintenance and repairs for the drinking stations.
- g. Green Cleaning Landlord agrees, when feasible, to request that the Building's janitorial provider use environmentally preferable cleaning supplies and equipment. Feasibility shall be determined by Landlord and Tenant; consideration of factors such as long term costs and benefits over the term of the Lease.
- 13.11 Fire Safety Landlord shall, at its expense, provide, inspect, monitor and maintain all fire extinguishers, fire alarms, fire detection systems, carbon monoxide detectors, fire

sprinklers and fire suppression systems for the Leased Premises and Building as required by applicable codes/ordinances and/or the state fire marshal.

- 13.12 Common Areas The use and occupancy by Tenant of the Leased Premises shall include the reasonable nonexclusive use in common with others entitled thereto of the common and public access areas of the Building, including stairways, elevators, lobbies, hallways, grounds, walkways and parking lot(s). Landlord shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.
- 13.13 Landscaping/Grounds Maintenance Landlord shall, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:
- a. Grass cutting, fertilizing, weed control and tree trimming as necessary with annual shrubbery trimming;
  - b. Removal and replacement, within a reasonable timeframe, of dead trees and shrubbery with trees and shrubbery of similar size and type;
  - c. Seasonal flower planting and maintenance, including pollinator friendly plants;
  - d. Use of any plant materials or pesticide products containing neonicotinoid are prohibited;
  - e. Prompt removal of debris from grounds, walkways and parking lots;
  - f. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
  - g. Repair/replacement, within a reasonable timeframe, of up-heaved or sunken walkways and broken or damaged walkways and curbs.
  - h. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.
- 13.14 Snow Removal Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., Landlord will make every effort to complete the snow removal as soon as possible.



### 13.15 General Maintenance and Repairs

- a. Landlord General Responsibility Landlord, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, doors (including dock/overhead doors and door operating mechanisms), ceiling (including ceiling tiles and ceiling grids), windows, window coverings (shades, blinds or window/privacy films), walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of the improvement or equipment was borne by Tenant.
- b. Exceptions to Landlord Responsibility Landlord shall not be responsible for repairs upon equipment which are Tenant's personal property, nor shall Landlord bear the expense of repairs to the Leased Premises necessitated by damage caused by Tenant which is beyond normal wear and tear.

### 13.16 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

- a. Landlord shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by Tenant.
- b. Landlord shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
- c. Air Conditioning Cooling Equipment Maintenance:
  - (i) Primary fresh air cooling system All interior surfaces of the ductwork within five (5) feet downstream and five (5) feet upstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed in March or April and in September or October of each year. If fiberglass interior liners are located within five (5) feet upstream and downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.
  - (ii) Secondary cooling system, such as heat pumps All interior surfaces of the ductwork within two (2) feet downstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed at least once in every two (2) year period. If fiberglass interior liners are located within two (2) feet downstream of the cooling coils, Landlord shall either remove the



fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

- 13.17 Delivery of Leased Premises Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 13.18 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 13.19 Taxes and Assessments Landlord shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.
- 13.20 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 13.21 Disability Access Guidelines Landlord agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with the property.
- 13.22 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 13.23 Repainting and Floor Covering Replacement Landlord shall perform at its expense and at its discretion:
- a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition.
  - b. Repair or replace damaged or stained vinyl base as necessary.
  - c. Replace worn, damaged or stained floor covering and wall base at such time during occupancy as may be necessary.

#### 14. **DUTIES OF TENANT**

- 14.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 14.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.

- 14.3 **Assignment/Sublease** Except for sublease to a state agency, board, council or other political subdivisions of the State, Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord.
- 14.4 Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.
- 14.5 Tenant shall cooperate with Landlord in moving Tenant's personal property to allow Landlord to perform its duties under this Lease.

15. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days' written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

16. **INSURANCE AND LIABILITY**

16.1 **Property Damage**

- a. It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection b below, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- b. Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

- 16.2 **Liability** Subject to subsection 16.1 b. above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

17. **BUILDING ACCESS AND SERVICES**

- 17.1 Landlord shall provide Building services to the Leased Premises from 5:30 a.m. to 6:00 p.m. Monday through Friday, and from 6:00 a.m. to 1:00 p.m. Saturday, also defined as "Working Hours".
- 17.2 Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.
- 17.3 **Building Keys/Key Cards** At no additional cost to Tenant, Landlord shall provide to Tenant fourteen (14) sets of keys/key cards for access to the Building. Additional or replacement keys/key fobs shall be provided by Landlord and invoiced to Tenant at a cost of \$10.00 per key fob and \$5.00 per hard key.

18. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document and an amendment to the Lease shall be executed by the parties hereto in order that the Minnesota Management and Budget is provided with authorization to issue payments to a new party.

19. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of the notice, or if the default is of the character as to require more than thirty (30) days to cure and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days' prior written notice, or may cure the default. In the event Tenant incurs costs towards curing the default or cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys' fees, within ten (10) days of receipt of invoices therefore rendered, or Tenant shall have a specific right to set off any amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, the termination shall not limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.

20. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

## 21. **AFFIRMATIVE ACTION**

- 21.1 If the Lease amount exceeds \$100,000 and the Landlord employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Landlord must comply with the requirements of Minn. Stat. § 363A.36 and Minn. Rules Parts 5000.3400-5000.3600. A Landlord covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 21.2 Minn. Stat. § 363A.36 Minn. Stat. § 363A.36 requires the Landlord to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Commissioner of the Minnesota Department of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event.
- 21.3 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Section
- a. Landlord shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Landlord agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
  - b. Landlord agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of Landlord's noncompliance with the requirements of this Section, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. Landlord agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Notices shall state Landlord's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- e. Landlord shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Landlord is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

22. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises. In addition, Landlord and Tenant shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Leased Premises.

23. **HAZARDOUS SUBSTANCES**

23.1 **General**

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
- b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release Hazardous Substances on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

- c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.

23.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

23.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease. Landlord further agrees to immediately remediate, at Landlord's sole cost and expense, any asbestos found in the Building or the Leased Premises at any time during the Lease Term or extension(s) of this Lease.

#### 23.4 Radon

- a. Landlord has not undertaken environmental testing to determine the level of radon, a Class-A known human carcinogen, in the Leased Premises or the Building of which the Leased Premises is a part.
- b. Because of the nature of radon, a naturally occurring soil gas, it may be present in any building. Tenant acknowledges that, because of the nature of radon, Landlord cannot guarantee that the Leased Premises or the Building of which the Leased Premises is a part will have low levels of radon.
- c. In the event Tenant performs a radon test, the test shall be performed according to protocols set forth by the Minnesota Department of Health. Tenant may conduct a test deployed by Tenant or by a licensed radon measurement professional. Tenant must present the radon test report to the Landlord within thirty (30) days from Tenant's receipt of the radon test report from the licensed radon measurement professional.
- d. If Tenant's radon test finds elevated radon concentrations, defined as exceeding the US Environmental Protection Agency's (USEPA) and the Minnesota Department of Health's Radon Action Level, Landlord must accept or dispute the test result, as follows:



- (i) If Landlord accepts Tenant's radon test result, Landlord will reduce radon levels, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the Lease as specified in Section 23.4 d. (iii) below.
  - (ii) If Landlord disputes Tenant's radon test result, Landlord, at its sole cost and expense, must conduct a radon test performed by a licensed radon measurement professional. This measurement is valid for a period of two years after the date of the testing. If the professional radon test contracted by Landlord finds an elevated radon concentration, the Landlord will reduce radon levels in the Leased Premises or the Building of which the Leased Premises is a part, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the lease as specified in Section 23.4 d. (iii) below.
  - (iii) Following receipt of Tenant's radon test report, if Landlord fails to conduct its own testing within thirty (30) days or reduce the level of radon to below the USEPA Action Level within one hundred twenty (120) days, Tenant may terminate this lease with thirty (30) days written notice to Landlord.
- e. All contracted radon measurement and radon reduction work must be conducted by a licensed radon measurement or mitigation professional.

## 24. **SIGNAGE**

- 24.1 Tenant shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from Landlord.
- 24.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to Tenant's organization. The signage shall be provided and installed at Landlord's expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.
- 24.3 Landlord shall, at its expense, provide, install and maintain exterior signage identifying Tenant. The signage shall be of a design and at a location as mutually agreed upon by the parties.

## 25. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

26. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

- 26.1 Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to Landlord and Tenant.
- 26.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely. If Landlord denies access to the data, Landlord's response must reference the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

27. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

28. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

29. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. The parties further agree that the Lease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

30. **NOTICES**

- 30.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 30.2 below.
- a. when personally delivered to the addressee, or



- b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- c. when delivered via electronic mail from Tenant to Landlord to: Addie Kubitz: [addiek@modern-cre.com](mailto:addiek@modern-cre.com) (provided such delivery or attempted delivery is confirmed), or
- d. one (1) business day after deposited with an overnight courier service.

30.2 Mailing Addresses:

Landlord:

Gateway Investors LLC  
5151 Edina Industrial Blvd Suite 400  
Edina MN 55439-5543

Attn: Addie Kubitz

Email Address: [addiek@modern-cre.com](mailto:addiek@modern-cre.com)

Tenant:

Department of Administration  
Real Estate and Construction Services  
50 Sherburne Ave, Room 309  
St Paul MN 55155

Attn: Lease Supervisor

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**ATTACHMENTS:**

Exhibit A	Floorplan
Exhibit B	Construction Floorplan
Exhibit C	Change Order
Exhibit D1-D2	Janitorial Schedule

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

GATEWAY INVESTORS LLC

*Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_ See next page for signature

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TENANT:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_ 10/9/2024  
("Effective Date")

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_  
AB33DF32DDD1485...

Title Deputy Commissioner

Date \_\_\_\_\_ 10/8/2024

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_  
91786E4502404AD...

Title Director, CareerForce Division

Date \_\_\_\_\_ 10/7/2024

See additional signature on next page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
GATEWAY INVESTORS LLC  
*Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

Signed by:  
By Patrick Schneider  
2F6E946AAD03479...

Title Managing Member

Date 9/26/2024

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By see previous page for signature  
Real Estate and Construction Services

Date \_\_\_\_\_  
("Effective Date")

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title see previous page for signature

Date \_\_\_\_\_

RECOMMENDED:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title see previous page for signature

Date \_\_\_\_\_

*See additional signature on next page*

## STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By Heidi Reiman  Digitally signed by Heidi Reiman  
Date: 2024.10.04 10:31:46 -05'00'

Date 10/4/2024

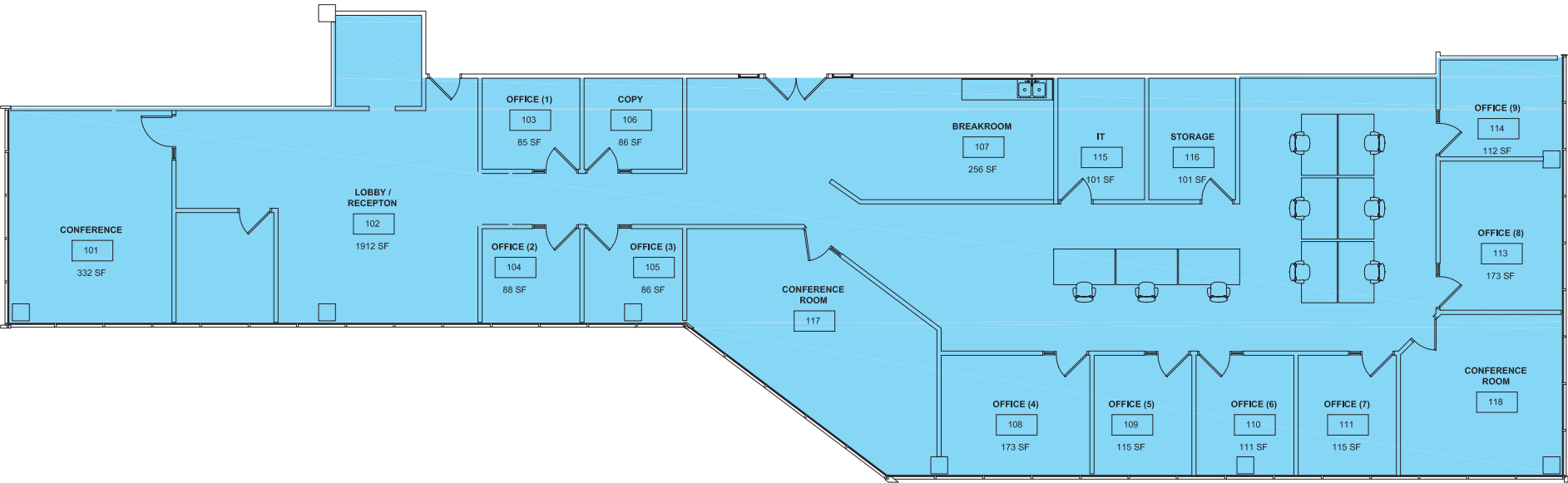
SWIFT P.O. 3000582938

Contract No. 258324

Account Code 411001

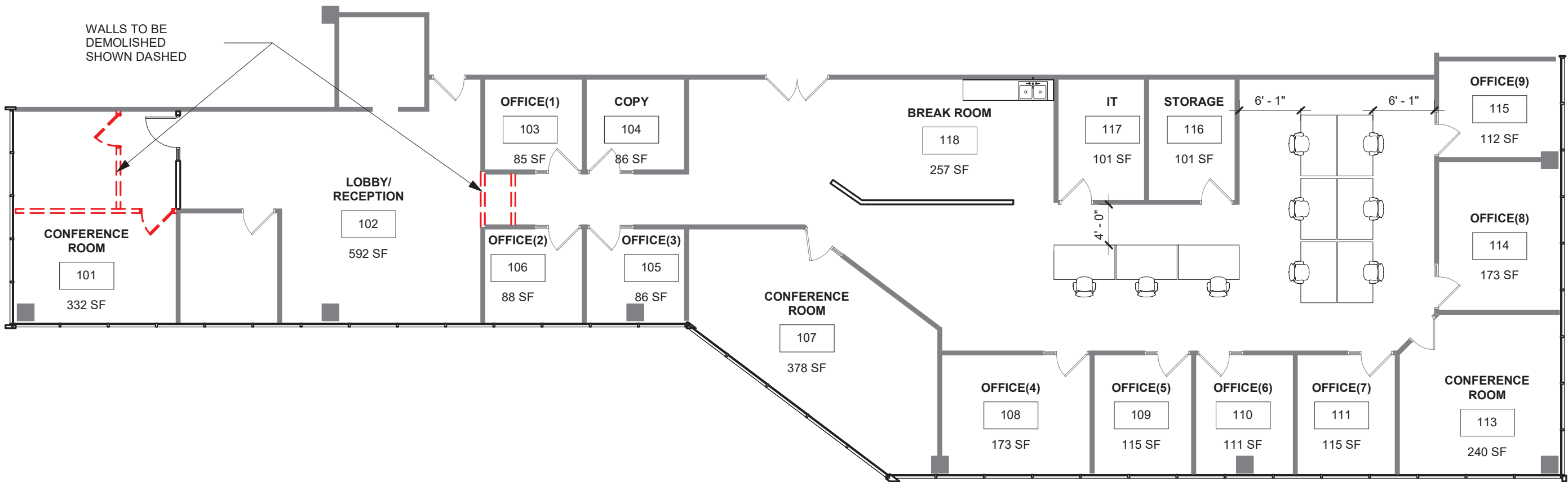
Fund No. 2000/3000

PR 90586



Gateway Office Plaza  
350 W Burnsville Parkway  
Third Floor  
Lease #12547  
DEED

4,788 USF Office  
Measured by Admin/RECS: SJ 8/14/2024



STATE OF MINNESOTA

CHANGE ORDER No. \_\_\_\_\_

Lease No. 12547

AGENCY: Department of Employment and Economic Development

LOCATION: 350 West Burnsville Parkway, Burnsville, MN

\_\_\_\_\_  
Landlord agrees to provide labor and materials at its expense to accomplish improvements as set forth on the attached.

\_\_\_\_\_  
Landlord agrees to provide labor and materials to accomplish improvements as set forth on the attached and Tenant agrees to reimburse Landlord for said work in an amount not to exceed \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
Gateway Investors LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION:  
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

Account Code \_\_\_\_\_

Fund No. \_\_\_\_\_

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED:  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND  
ECONOMIC DEVELOPMENT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C**

## **JANITORIAL SCHEDULE**

### **1. DAILY**

- a. Empty wastepaper baskets and recycling collection containers.
  - (i) Empty building ashtrays as needed.
  - (ii) Provide new wastebasket liners as needed.
- b. If provided, empty all recycling collection containers on each floor and dispose of in the appropriate Resource Recovery dumpsters.
  - (i) Use plastic liners in the “Cans/Plastic/Glass” recycling containers on each floor.
  - (ii) Clean and sanitize the “Cans/Plastic/Glass” and “polystyrene” recycling containers.
- c. Vacuum all high-traffic, carpeted office areas which can be accessed without moving furniture/chairs (and spot clean as needed).
- d. Sweep and dry mop all composition flooring.
- e. Restrooms
  - (i) Wet mop and disinfect floors.
  - (ii) Wash and sterilize all washbowls, toilet seats, toilet bowls, urinals, including pipes and trim.
  - (iii) Spot clean partitions and tile.
  - (iv) Clean mirrors and sanitize all exposed dispensers and containers.
  - (v) Restock all towel, toilet tissue and soap dispensers.
- f. Clean and disinfect the drinking fountains.
- g. Sweep/dust mop all stairways and stairwells.



2. WEEKLY SERVICE

- a. Vacuum along wall edges, corners, behind doors, and under desks/furniture which is accessible without moving furniture.
- b. Dust all office furniture and dust all building ledges, moldings, and other exposed surfaces. It is not necessary for janitorial staff to move anything to accomplish dusting.

3. MONTHLY

- a. High and low surface dust.
- b. Wet mop all composition floors.

4. QUARTERLY

Dust window blinds.

5. SEMI-ANNUALLY

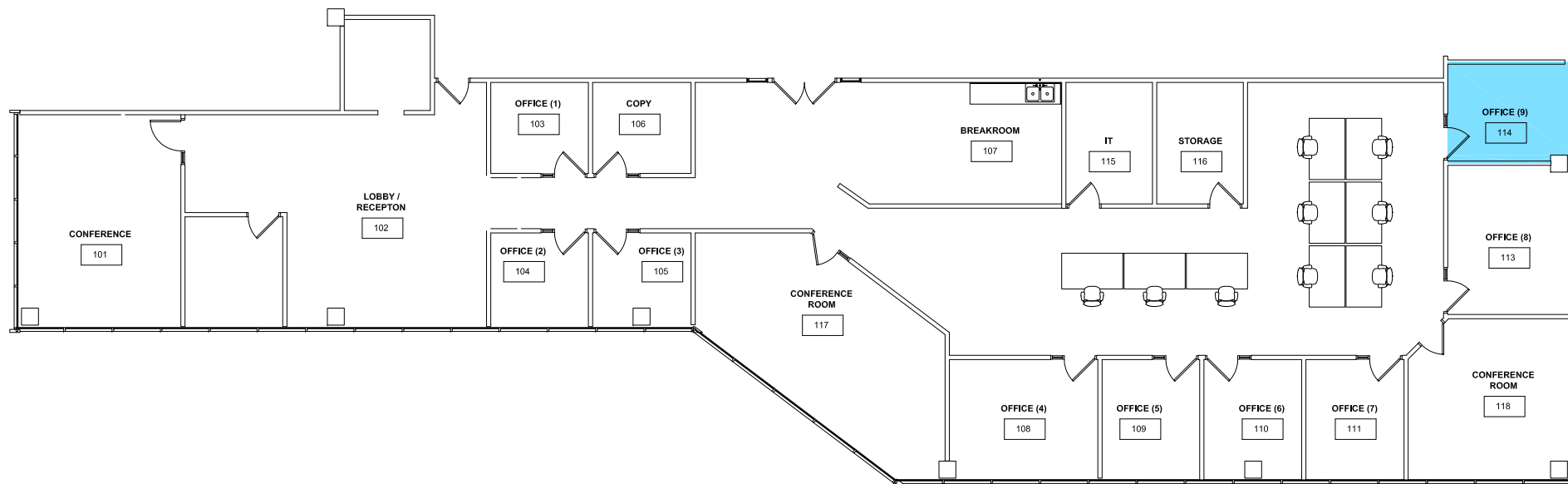
- a. Spot clean interior glass windows and sidelights.
- b. Wipe down interior office window sills/ledges.

6. ANNUALLY

- a. Clean carpet in high traffic common areas.
- b. Clean window coverings.
- c. Vacuum all upholstered furniture.
- d. Strip and reseal all composition floors.

7. AS NEEDED

- a. Spot clean carpeting in common areas.
- b. Spot clean walls in common areas.



Gateway Office Plaza  
350 W Burnsville Parkway  
Third Floor  
Sublease #  
Dakota County



118 USF Office

Measured by Admin/RECS: SJ 12/5/2024

**EXHIBIT B1-B2**

## Infrastructure Cost Allocation

**Beginning 1/01/2025 (350 W Burnsville Pkwy)**

[illegible]

## Monthly Billing

**Beginning 1/01/2025 (350 W Burnsville Pkwy)**

[illegible]