

STATE OF MINNESOTA

LEASE

LEASE NO. **DEED – Ramsey County WFC**

THIS LEASE is made by and between _____, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the _____.

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 _____, County of Ramsey, Minnesota ZIP CODE:

approximately _____ () usable square feet of space, as shown on the floor plans attached hereto and incorporated herein as Exhibit A, in the building known as _____ (“Building”) located at _____, allocated as follows:

| Level/Suite No. | Usable Square Feet | Use |
|------------------------|---------------------------|------------|
| | | |
| | | |
| TOTAL | | |

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 _____, commencing February 1, 2017 (“Commencement Date”) and continuing through _____ (“Lease Term”).
- b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after January 18, 2017 (“Tenant’s Work Commencement Date”) for furniture

installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

- 3.2 Landlord 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. Lessor shall complete remodeling of 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 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 or demising wall within the Leased Premises.

5. **RENT**

5.1 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 _____/100 dollars (\$ _____) in accordance with the rent schedule set forth below:

| LEASE PERIOD | | SQUARE FEET | RATE PER SQ. FT. | MONTHLY PAYMENT | RENT FOR LEASE PERIOD |
|--------------|--|-------------|------------------|-----------------|-----------------------|
| | | | \$0.00 | \$ - | \$ - |
| | | | \$0.00 | \$ - | \$ - |
| | | | \$0.00 | \$ - | \$ - |
| | | | \$0.00 | \$ - | \$ - |
| | | | \$0.00 | \$ - | \$ - |
| | | | | TOTAL | \$ - |

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

5.3 Rent Payment Address Tenant shall mail or deliver the monthly rent set forth above at the end of the applicable calendar month to Landlord at the following address:

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**

6.1 Employee Parking Landlord shall provide ninety six (96) parking stalls in the parking lot adjacent to the Building.

6.2 Visitor Parking At no additional cost to Tenant, Landlord shall provide thirty (30) parking stalls for use by Tenant's visitors, located in the parking lot adjacent to the Building.

6.3 Handicapped Parking Landlord shall provide parking stalls for persons with disabilities per application code.

6.4 Agency Parking At no cost to Tenant, Landlord shall provide four (4) parking stalls for use by Tenant's agency vehicles, located in the parking lot adjacent to the Building.

6.5 Bicycles At no cost to Tenant, Landlord shall provide secure parking for bicycles.

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.

7.3 Termination of a Portion of Leased Premises Landlord and Tenant hereby agree that a portion of the Leased Premises will be sublet to a party who provides similar services (Subtenant) to Tenant's customers, clients or invitees. In the event the Subtenant terminates the sublease, Tenant may terminate its lease of that portion of space in the Leased Premises subleased by Sublessee, provided that:

- a. Tenant notifies Landlord in writing thirty (30) days prior to the reduction of space.
- b. The square footage to be vacated by Tenant is accessible to a common area of the Building to enable Landlord to lease the space to a third party.

- c. Tenant pays Landlord the actual cost to construct a demising wall necessary to enclose the remaining leased space from the vacated space.

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.

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, perform the work as shown on Exhibit A, 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. Installation of doors with hardware including locks as required by Tenant.

- d. Installation of electrical outlets and/or power poles.
- e. Installation of _____ electrical outlets in locations 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.
- i. Installation of blinds on all windows.
- j. Painting of all wall surfaces as required.

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 agrees to substantially complete Landlord's Work set forth herein by January 18, 2017.

9.4 Landlord shall, at its expense, provide all architectural and engineering services and plans.

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 2013 or earlier format, of the Leased Premises following the American Institute of Architects (AIA) 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, 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 Equipment Room (ER) (formerly known as Minimum Point of Presence [MPOP])

Landlord shall, at its expense, provide a room designated as the ER where all underground telecommunications facilities and riser cables will terminate. The room should meet the following requirements:

- a. As close as possible to the center of the building to minimize the horizontal copper cable lengths (maximum of 90 meters [295 ft.]).
- b. Dedicated to telecommunications equipment only and:
 - (i) Minimum size of 10 feet x 12 feet. Depending on the size of the building, this may increase.
 - (ii) Minimum lighting of 50-foot candles measured 3' above finished floor level.
 - (iii) Controlled access to this room, such as key or key card, which is limited to only those who are authorized to provide telecommunication 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 the Telecommunications Room (TR).
- c. The ER Room **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 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 and 75 degrees.
- (vii) Relative humidity from 30 to 55 percent. NOTE: Measurements for temperature and humidity are taken at 5' (feet?) above the finished floor – in front of, or between equipment. (also, spell out number?)
- (viii) Adequate plywood (3/4 - 5/8 inch) on wall 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.
- (x) Drainage troughs should be installed under any sprinkler pipes to prevent them from leaking onto telecommunications equipment.
- (xi) Provide all required cable from the ER to the TR on the floor of which the Leased premises are a part for present and future requirements (2 pair copper wire from the ER to the TR for each workstation).
- (xii) Remove all cable/wiring that does not meet building code.

11.3 Equipment Room (ER) and Telecommunications Room (TR) Grounding

- a. Telecommunication Ground Busbar: In the TR or ER, Landlord shall install a "Telecommunications Grounding Busbar" and Telecommunication Bonding Backbone connecting either room to the building grounding electrode.
- b. 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 TR/ER Busbar to the building grounding electrode.
- c. Grounding conductor from the ground Busbar to each equipment rack and section of basket tray/cable tray in each ER/TR.

11.4 Telecommunications Rooms (TR)

- a. For every 10,000 square feet of office space per floor, the Landlord shall provide one TR. The telecommunications closet shall be, at a minimum 100 square feet. **Maximum cabling distance from a TR to an office cannot exceed 90 meters.**

b. All other requirements for the TR's are the same as Clause 11.4 a. above.

11.5 Horizontal Wiring Landlord shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the TR's and computer room to each station on the floor. The subsystem should be made up of one of the following:

a. Under floor duct system (e.g., walker duct system).

b. Suspended ceilings.

c. Raised flooring.

d. Conduit.

e. Powerpoles.

11.6 Vertical Wiring Landlord will provide a minimum of 12-strands single-mode and 12-strand multi-mode fiber-optic cable from the ER to Tenant's computer or server room.

12. **TENANT REQUESTED ALTERATIONS**

12.1 In the event Tenant desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, alterations shall be approved by 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:

(i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.

(ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.

(iii) Alterations of \$8,000.01 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 recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

13.2 **Utilities** Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

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**

- a. The Leased Premises shall be served by heating and cooling facilities of a sufficient design capacity to maintain the Leased Premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining the optimal use.
- b. For purposes hereof, the acceptable space temperature settings for various leased space are as follows:
 - (i) Heating temperatures will be set at the following maximum temperatures:

- 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
 - 65°F to 67°F for all lobby, corridor and restroom areas.
 - 60°F to 62°F for all building entrances, storage areas and tunnels.
 - Temperature settings for all the above referenced spaces must be lowered to 60°F to 62°F during non-working hours.
 - 55°F for all unoccupied spaces.
 - 55°F for all vacated spaces.
- (ii) Cooling temperatures will be set at the following minimum temperatures:
- 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.
 - Temperature settings for all the above referenced spaces will be increased to 85°F during non-working hours.
- (iii) Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

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 62.1-2013, 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, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**

- (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2, 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, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2, 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, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

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 re-lamp light fixtures and replace light ballasts as needed.

13.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. 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 B.

13.10 Window Cleaning Landlord shall, at its expense, semi-annually wash the inside and outside of exterior windows of the Building, including ledges and sills.

13.11 Trash and Recycling Services

- a. Trash Removal Landlord shall, at its expense, provide trash disposal services.

b. Recycling Services

- (i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
- (ii) Landlord shall, at its expense, provide recycling services, including, but not limited to, the following:
 - (a) Provide all recycling containers, either individual containers at each workstation/office and/or centralized containers throughout the Leased Premises;
 - (b) Pursuant to Minn. Stat. §115A.151, subd. (a)(1) collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic and metal; and
 - (c) Empty the centralized recycling containers and return of the recycling containers to the Leased Premises.

13.12 Sustainable Building Guidelines Landlord agrees, when feasible, to follow the sustainable building guidelines (www.b3mn.org/guidelines/index.html) 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.

13.13 Fire Safety Landlord shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.

13.14 Common Areas 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.

13.15 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, weed control and tree trimming as necessary with annual shrubbery trimming;

- b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type. Tenant may make recommendations for replacement types;
- c. Seasonal flower planting and maintenance;
- d. Prompt removal of debris from grounds, walkways and parking lots;
- e. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
- f. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
- g. 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.

13.16 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.

13.17 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, 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.

13.18 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.

13.19 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.

13.20 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.

13.21 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.

13.22 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.

13.23 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.

- 13.24 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.
- 13.25 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 13.26 Repainting and Carpet Replacement Landlord shall, at its expense:
- 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 wall covering as necessary.
 - c. Replace worn carpet at such time during occupancy as may be necessary.
 - d. Paint the Leased Premises as reasonably required by Tenant any time after the fifth year of the Lease Term or extension(s) thereof.
 - e. Pay all costs associated with tear down and reinstallation of modular workstations and/or moving of any furniture, fixtures and equipment as necessary to facilitate the carpet replacement and repainting set forth above.

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 Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord. However, Tenant may sublease a portion of the Leased Premises to a party which provides similar services to Tenant's customers, clients or invitees, without Landlord's prior written consent.
- 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.

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**
- 16.1 **Property Damage** 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, 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 the loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom the party may be responsible.
- 16.2 **Liability** 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 access and services to the Leased Premises from _____ a.m. to _____ p.m. Monday through Friday, and from _____ to ____ 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.
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 shall be executed by the parties hereto in order that the State of 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 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 the 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 principle 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 Minnesota Commissioner 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.

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 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.
- 23.4 Radon Landlord has undertaken certain environmental and geologic testing to determine the possibility of future radon exposure to occupants of the Leased Premises or the Building of which the Leased Premises is a part, based upon presently accepted procedures for radon detection. Such testing included analysis of soil permeability, testing of ground soil for radon related minerals and a survey of owners of adjacent properties for radon levels of their property. As radon is a naturally occurring

substance, no guarantee of nonexistence can be made. Such testing has determined that prevailing conditions do not encourage the presence of radon in the Leased Premises, although 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 remain free of radon.

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. **NOTICES**

29.1 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 29.2 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. one (1) business day after deposited with an overnight courier service.

29.2 **Mailing Addresses:**

Landlord:

Tenant:

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

ATTACHMENTS:

Exhibit A Floor Plans
Exhibit B Janitorial Schedule

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

Landlord:

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 _____

Title _____

Date _____

By _____

Title _____

Date _____

Tenant:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____
("Execution Date")

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

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

By _____

Date _____

Contract No. _____