

STATE OF MINNESOTA

LEASE

LEASE NO. _____

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 _____, Minnesota ZIP CODE:

approximately _____ () usable square feet of space, also known as Suite __, 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 _____ and related activities.

3. **LEASE TERM**

3.1 Tenant's Work, Commencement and Expiration Dates

- a. The term of this Lease is _____, commencing _____, ("Commencement Date") and continuing through _____ ("Lease Term").

- b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after _____ (“Tenant’s Work Commencement Date”) for furniture installation, moving in of office equipment or other personal property and IT installation (“Tenant’s Work”). In addition, at no additional cost to Tenant, Tenant shall have earlier access to the Leased Premises to install voice, data and security cabling (“Cabling Work”) in 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 did not occur 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 _____/100 dollars (\$) in accordance with the rent schedule set forth below:

Insert Rent Schedule Here

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

Department of Human Services
XXXXXXX
XXXXX MN XXXXX
Email Address:

- 5.3 Rent Payment Address Tenant shall pay Landlord via electronic payment to the payment information Landlord has provided in SWIFT, 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:

Landlord Name
Address
XXXXX MN XXXXX

- 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 Landlord shall provide _____ () parking stalls in the parking lot adjacent to the building for the use of Tenant, its invitees, licensees and guests. Any additional parking stalls in the parking lot adjacent to the building may be used by Tenant, its invitees, licensees and guests on a first come first serve basis. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

OR

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.

OR IF THERE IS A CHARGE FOR PARKING

Employee Parking Landlord shall provide _____ () parking stalls in the parking lot/ramp adjacent to the building at _____ and no/100 dollars (\$ _____) per parking stall per month (rate/stall + applicable sales tax), which amount is included in the rent set forth in Section _____ of the Lease. The rate per parking stall set forth above includes sales tax.

- 6.2 Visitor Parking At no additional cost to Tenant, Landlord shall provide _____ () parking stalls for use by Tenant's visitors, located _____.
- 6.3 Agency Parking At no cost to Tenant, Landlord shall provide _____ () parking stalls for use by Tenant's agency vehicles, located _____.
- 6.4 Bicycles At no cost to Tenant, Landlord shall provide secure parking for _____ () bicycles, located _____.
- 6.5 Electric Vehicle Charging Stations Landlord shall, at its expense, install xx (#) electric vehicle charging station(s), in a location approved by Landlord and Tenant, for

use by Tenant, its employees and guests. Said charging station shall include a credit card reader for payment of electrical costs.

7. **TERMINATION**

7.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Human Services 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 and 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 XXXX 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. **OPTION TO RENEW**

- 9.1 Landlord grants and Tenant accepts the right to _____ option(s) to renew this Lease for a period of _____ (_____) year(s), commencing _____ and continuing through _____ ("Option Period") at the same terms, conditions and rental rate as this Lease.

OR

Landlord grants and Tenant accepts the right to _____ option(s) to renew this Lease for a period of _____ (_____) year(s), commencing _____ and continuing through _____ ("Option Period") at the same terms, conditions and rental rate in effect at the expiration of the Lease Term or Option Period.

OR

Landlord grants and Tenant accepts the right to _____ option(s) to renew this Lease for a period of _____ (_____) year(s), commencing _____ and continuing through _____ ("Option Period") at the same terms and conditions as this Lease and at the rental rates set forth below in Section ____.

- 9.2 To exercise the above noted Option Period, Tenant must indicate in writing its intent to exercise the option no later than _____ (date).
- 9.3 If the Option Period is exercised, Tenant shall pay Landlord rent for the Option Period in the sum of _____ and xx/100 dollars (\$) _____ payable in equal monthly payments of _____ and xx/100 dollars (\$) _____, a gross annual rate of \$ _____ per usable square foot.

OR

If the Option Period is exercised, Tenant shall pay Landlord rent for the Option Period in the sum of _____ and xx/100 dollars (\$) _____ according to the rent schedule set forth below:

10. **RIGHT OF FIRST OFFER**

- 10.1 Landlord grants to Tenant the exclusive Right of First Offer to lease any and all space that becomes available _____ (where) ("Expansion Space"). Landlord shall notify Tenant in writing when the space is or will be available. Tenant shall have fifteen (15) business days from receipt of Landlord's written notification to indicate to Landlord in writing of its intent.

- 10.2 In the event Tenant exercises its Right of First Offer as noted above, the rent for the Expansion Space shall be calculated at the finished office space rate per square foot per year that is in effect under this Lease at that time. Landlord shall provide improvements to the additional space comparable to the improvements provided to the space leased under this Lease. An "Amendment of Lease" form shall be executed setting forth the amount of Expansion Space, the commencement date of occupancy of Expansion Space and the amount of additional rent that shall be due and payable to Landlord.
- 10.3 In the event Tenant does not elect to lease the Expansion Space, whether by notice to Landlord or by failing to respond to Landlord's notice within the fifteen (15) business day period (the earlier of such date shall be referred to herein as the "First Offer Deadline") and Landlord leases the space to another party, Tenant's Right of First Offer, nevertheless, shall continue throughout the term of this Lease and extension thereof if the Expansion Space again becomes vacant and Landlord offers it for rent. In the event that Landlord fails to lease the Expansion Space within ninety (90) days after the First Offer Deadline and Landlord still desires to lease the Expansion Space to a third party, Landlord shall notify Tenant again in writing and Tenant shall have another Right of First Offer for the Expansion Space pursuant to this Section.

11. **LANDLORD'S WORK**

- 11.1 Landlord shall, at its expense, provide labor and materials to 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, Ventilation and Air-Conditioning (HVAC) 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. In addition, Landlord shall provide Tenant with an initial set of (x) keys (or access cards) for all doors in the Leased Premises.
 - d. Installation of electrical outlets and/or power poles, as shown on Exhibit A or as designated by Tenant.
 - e. Installation of voice/data openings as required by Tenant.
 - f. Installation of ceiling system including grid, ceiling tile and lighting fixtures.
 - g. Installation of commercial-grade carpet tiles and other required floor coverings including wall base throughout the Leased Premises.

- h. Installation of window shades or blinds on all windows.
 - i. Painting of all wall surfaces as required.
 - j. Installation of ADA push paddles at a minimum, in the main entrances and restrooms.
- 11.2 Landlord agrees that the type and colors of wall, floor, wall base and window coverings shall be subject to approval by Tenant.
- 11.3 Landlord agrees to substantially complete Landlord's Work set forth herein by _____.
- 11.4 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.
- 11.5 Walkthrough/Punchlist Promptly following Landlord's substantial completion of Landlord's Work in the Leased Premises, and before Tenant takes occupancy and possession of the Leased Premises, Landlord, Tenant, and their construction representatives shall conduct a walkthrough and inspect the Landlord's Work and mutually prepare a list of outstanding items which need to be completed for final completion of the Landlord's Work ("Punchlist Items"). Neither Landlord nor Tenant shall unreasonably withhold its agreement on the Punchlist Items. Landlord shall use good faith and reasonable efforts to complete all Punchlist Items within thirty (30) days from the date of the Punchlist or such longer period as Landlord and Tenant shall reasonably agree is appropriate.

PROVISIONS IF TENANT PAYS A PORTION OF TI

- 11.6 Payment Tenant shall pay Landlord a lump sum payment based on the actual costs of said work not to exceed _____ and xx/100 dollars (\$) upon satisfactory completion and within thirty (30) days following Tenant's receipt of a detailed invoice of such actual costs from Landlord.
- 11.7 Change Order(s) 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 Form, attached and incorporated herein as Exhibit.
 - 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.

12. **AS-BUILT PLANS**

- 12.1 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 later 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 and mechanical locations.
- 12.2 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.

13. **TELECOMMUNICATIONS**

- 13.1 **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.
- 13.2 **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.
- 13.3 **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.

- 13.4 **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.]).
- 13.5 **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 Section __ above.

e. 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:

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

(ii) Suspended ceilings.

(iii) Raised flooring.

(iv) Conduit.

(v) Powerpoles.

14. **TENANT REQUESTED ALTERATIONS**

14.1 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:
 - (i) 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.
 - (ii) 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.
 - (iii) 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.

14.2 Upon completion of said Alterations, Tenant shall have the right to inspect and approve the completed Alterations. Tenant shall designate an authorized tenant representative. If Tenant does not approve the completed Alterations, Landlord or Landlord's vendor will have thirty days (30) day from date of inspection to correct the issue or complete the work to Tenant's satisfaction. Upon Tenant's approval of the completed Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice and supporting documentation from Landlord.

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

15.1 **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.

15.2 Utilities

- a. Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
- b. Monthly Reporting At the end of each month, without any request by Tenant, Landlord shall provide utility usage for the Leased Premises or 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 Lighting

- a. Landlord shall provide the Leased Premises with LED light fixtures and/or 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 overhead lighting and light fixtures as needed. In addition, Landlord shall, at its expense, perform any maintenance and repairs and/or replace light ballasts, overhead lighting, light fixtures and similar lighting components as needed.
- 15.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men, women and gender neutral which shall be in compliance with the Americans with Disabilities Act (ADA) requirements. 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.
- 15.9 Janitorial Services Landlord shall, at its expense, 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 . Due to federal and Tenant's security requirements, it is the Landlord's responsibility to conduct and ensure that Landlord's janitorial contractor and its employees, agents, representatives and subcontractors have submitted, completed, and passed an identity verification check, criminal background check and all other Tenant requested background checks prior to commencement of work/services in the Leased Premises.
- 15.10 Window Cleaning Landlord shall, at its expense, semi-annually wash the inside and outside of exterior windows of the Building, including ledges and sills.
- 15.11 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. In addition, Landlord shall provide centrally located trash containers in the Leased Premises, in the locations and number of containers agreed to by Landlord and Tenant, for the deposit of individual trash containers at each workstation/office.
 - 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 the Leased Premises, 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 in the Leased Premises.
 - (vi) Landlord shall empty the centralized recycling containers for pickup by the recycler and return the centrally located recycling containers to the Leased Premises.
 - (vii) Landlord agrees if there is a facility within 50 miles of the Leased Premises and an available hauler, Landlord must provide, at its expense, containers at a central location for collection of organics for pickup by the hauler.
- d. Monthly Reporting At the end of each month, without any request by Tenant, Landlord shall provide solid waste, recycling and composting disposal amounts for the Leased Premises or 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. Recycling of Non-Hazardous Construction and Demolition Waste Landlord hereby agrees to recycle at least 50% of the non-hazardous construction and demolition waste produced by the remodeling of the Leased Premises or demonstrate that the waste was delivered to a construction and demolition waste recycling facility that maintains a 50% annual recycling rate.
- f. 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.

- g. Water Landlord shall ensure that all faucets limit flow rates to 0.5 gallons per minute or .25 gallons per cycle if metered, and install as necessary, at its expense, equipment to facilitate low water flow.
- h. Water Drinking Stations Landlord shall provide, at its expense, wall mounted filtered drinking station with a bottle-filler. Landlord shall also be responsible for filter replacement and maintenance and repairs of the water drinking stations.

NEGOTIABLE CLAUSES

- i. Storm Water When replacing impervious pavement, Landlord shall, at its expense, improve storm water management on the site to ensure infiltration of a 1.1 inch rainfall using green infrastructure. Landlord shall use its best efforts to prevent run-off of snow and ice removal products to the extent possible by having all contractors or workers applying de-icer attend MPCA Smart Salting level 1 training, receive certification, and keep certification current. Landlord, or its building managers and operators must be MPCA Smart Salting level 2 certified and develop and follow a Snow and Ice Policy.
- j. Urinal Water Flow
 - (i) Landlord shall use its best efforts to limit maximum flush volume to .5 gallons per flush in urinals.
 - (ii) Landlord shall, at its expense, either install new urinals or equipment necessary to limit the maximum flush volume.
- k. Green Cleaning Landlord must provide green cleaning plan, including compliance with “right to know” act. The plan must include the following:
 - (i) List of proposed products, supplies and equipment specifications used with their green cleaning plan. The list must include the relevant 3rd party sustainability certification, if applicable, for each product.
 - (ii) Landlord and Tenant must approve all products or equipment specification prior to use in the service. If the janitorial service provider wishes to add a new product, supply or equipment to the service at any point during the contract, the janitorial service provider must submit the product, supply or equipment information to the Landlord and Tenant for written approval prior to use.
 - (iii) Landlord must ensure that the janitorial service provider uses environmentally preferable cleaning supplies and equipment.

- 15.12 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.
- 15.13 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.
- 15.14 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. Prompt removal and replacement of dead or dying 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. Prompt repair/replacement 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.
- 15.15 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.

15.16 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, loading docks, doors (including dock/overhead doors and door operating mechanisms), ceiling (including ceiling tiles and ceiling grids), windows, window coverings (window shades, blinds, and 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.

15.17 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.

- 15.18 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.
- 15.19 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 15.20 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.
- 15.21 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 15.22 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.
- 15.23 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 15.24 Repainting and Floor Covering 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 and base as necessary.
 - c. Replace worn, damaged or stained floor covering and wall base 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 floor covering replacement and repainting set forth above.

15.25 Security Services Landlord shall provide security services in the Leased Premises, the Building of which the Leased Premises is a part, parking lots and ramps, including but not limited to, providing an on-site security guard who will monitor surveillance cameras. Landlord shall collaborate with Tenant to establish a mutually satisfactory and comprehensive security services program for the Leased Premises and the Building, of which the Leased Premises is a part.

15.26 Life/Safety/Operations Emergency Repairs Landlord shall have twenty four (24) hours from notification from Tenant to make life-safety and/or emergency repairs necessary for Tenant's safe and comfortable use of the Leased Premises including for uninterrupted operation of Tenant's services. If Landlord does not accomplish a required repair within twenty four (24) hours or make reasonable attempt to accomplish a required repair within twenty four (24) hours, Tenant shall accomplish said repair, maintenance item, and/or replacement and off-set said costs from rent payments or other payments due under this Lease.

16. **DUTIES OF TENANT**

16.1 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.

16.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.

16.3 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.

16.4 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.

16.5 Except as otherwise provided in Section 15.24.e., Tenant shall cooperate with Landlord in moving Tenant's personal property to allow Landlord to perform its duties under this Lease.

17. **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.

18. **INSURANCE AND LIABILITY**

18.1 **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 18.1.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.

18.2 **Liability** Subject to subsection 18.1.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.

19. **BUILDING ACCESS AND SERVICES**

19.1 Landlord shall provide Building services to the Leased Premises from _____ a.m. to _____ p.m. Monday through Friday, and from _____ to _____ Saturday, also defined as "Working Hours".

19.2 Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.

19.3 **Building Keys/Key Cards** At no additional cost to Tenant, Landlord shall provide to Tenant keys/key cards for access to the Building.

OR

Building Keys/Key Cards At no additional cost to Tenant, Landlord shall provide Tenant with an initial set of () keys/key cards for access to the Building. For

additional keys/key cards requested by Tenant for access to the Building, Tenant shall pay Landlord a set-up fee of and no/100 dollars (\$) for each key/key card.

OR

Building Keys/Key Cards At no additional cost to Tenant, Landlord shall provide Tenant with an initial set of () keys/key cards for access to the Building. For additional keys/key cards requested by Tenant for access to the Building, Tenant shall pay Landlord a fee of and no/100 dollars (\$) for each key/key card which shall be refunded to Tenant upon return of the key/key card to Landlord.

20. **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.
21. **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.
22. **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.
23. **AFFIRMATIVE ACTION**
- 23.1 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.

- 23.2 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.
- 23.3 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.

24. **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.

25. **HAZARDOUS SUBSTANCES**

25.1 **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.

- 25.2 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.
- 25.3 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.
- 25.4 Radon Landlord has undertaken certain environmental testing to determine the level of radon or the possibility of future radon exposure to the occupants of the Leased Premises or the Building of which the Leased Premises is a part, based upon presently accepted procedures for radon detection by a licensed radon measurement professional. Landlord, upon Tenant's request, shall provide Tenant with copies of any records or reports pertaining to radon concentrations within the Leased Premises or the Building of which the Leased Premises is a part, and a description of any radon mitigation system that may have been installed to reduce the radon concentration below the US Environmental Protection Agency's (USEPA) and the Minnesota Department of Health's Radon Action Level.

OR

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. Tenant may elect to have radon testing conducted at any time during the Lease Term and any extension(s) thereof. In the event Tenant elects to have radon testing conducted, the test shall be performed by a measurement professional

licensed by the Minnesota Department of Health and according to the standards required by licensed professionals and the protocols set forth by the Minnesota Department of Health. 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.

26. **SIGNAGE**

- 26.1 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.
- 26.2 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.

26.3 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.

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

28. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

28.1 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.

28.2 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.

29. **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.

30. **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.

31. **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.

32. **NOTICES**

32.1 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 XX.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: (insert name and email address) (provided such delivery or attempted delivery is confirmed), or
- d. one (1) business day after deposited with an overnight courier service.

32.2 **Mailing Addresses:**

Landlord:

XXXXX

XXXXX

Email Address:

Tenant:

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

ATTACHMENTS:

Exhibit A xxx

Exhibit B xxx

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

LANDLORD:

XXXX

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 _____
("Effective Date")

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF HUMAN SERVICES

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 _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____