

**LEASE  
AGREEMENT**

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**THIS LEASE AGREEMENT**, made and entered into this 29<sup>th</sup> day of June, 2021, by and between Infotel Investments, L.L.C. (hereinafter referred to as "Lessor"), and ISD 709 (hereinafter referred to as "Lessee", whether one or more).

**WITNESSETH:**

1. **PREMISES & TERMS:** In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, certain premises (hereinafter referred to as the "Leased Premises" or "premises") situated within the County of St. Louis, State of Minnesota, identified as Suite 310 in the building commonly known as the Arvig Building, consisting of approximately 4,864 usable square feet, as outlined on the floor plan attached hereto as Exhibit A, (hereinafter referred to as the "Building") located at 325 West First Street, Duluth, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Leased Premises, and together with the right to use in common with Lessor and other Lessees in the Building, and its and their employees, agents, representatives and invitees, any common areas and facilities of the Building.

To have and to hold for a term of 5 years and 7 months, commencing on the 1<sup>st</sup> day of October, 2021, and ending on the 30<sup>th</sup> day of April, 2027. Lessee acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Lessor except Lessor agrees to remodel the space in accordance with the attached plan labeled Exhibit A and further explained in narrative as labeled Exhibit B.

**ACCEPTANCE OF PREMISES:** If Lessor does not complete leasehold improvements, if any are to be completed by Lessor, and deliver possession of the Leased Premises on or before said commencement date, or if Lessor is unable for reasons beyond its control to deliver possession of the Leased Premises by such date, Lessor shall not be deemed to be in default hereunder, and shall not be liable to Lessee for any loss, damage, cost or expense suffered or incurred by Lessee, nor shall the termination date of this Lease be affected or changed thereby, but the commencement date and Lessee's obligation to pay rent shall be delayed until Lessor tenders possession of the Leased Premises to Lessee.

2. **RENT:** Lessee shall pay to the Lessor as a monthly rent for said premises \$8,917.00, said monthly rent to be paid in advance on the first day of each and every month during the initial term and any extension terms to the initial lease, at the office and to the order of ONEIDA REALTY COMPANY at 1605 Alworth Building, Duluth, Minnesota 55802, or payable to such other person or entity or at such other place as may from time to time be designated by the Lessor in writing. A prorated monthly installment shall be paid at the then current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3. **ADJUSTMENTS TO RENT:** Effective May 1<sup>st</sup> of each year of this Lease, starting May 1, 2025, Lessor shall have the right to increase the rent by the same percentage increase in the CPI-U (Consumer Price Index for all urban consumers and for urban wage earners), or a similar index if the CPI-U has been discontinued, from the preceding calendar year. Lessor shall have the further right, and with sixty (60) days written notice, to increase Lessee's rent on May 1st of each year of this Lease, by a proportionate share of any increase in ad valorem taxes that are payable for the Building and land in such year in excess of the taxes paid in the immediately preceding calendar year. The proportionate share increase shall be an amount determined by a fraction, the numerator of which shall be the square feet of the Leased Premises, and the denominator being the net rentable area of the Building. The result shall be added to the rent otherwise payable hereunder, and shall be paid in twelve (12) equal monthly amounts commencing at May 1<sup>st</sup>.

4. **USE:** The Leased Premises shall be used for the purpose of a general office and school space only. No part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefore, or which will interfere with the general safety, comfort and convenience of the Lessor and other Lessees of the Building. There shall be no sale of food or beverages by any means without the prior written consent of

Lessor. Lessee shall not permit intoxicating liquors to be kept or sold in the Leased Premises. However, Lessee may allow the sale of food and beverages to employees, agents, representatives, students and other invitees of Lessee.

5. **BUSINESS HOURS:** Usual business hours as used herein shall mean the hours between 8:00 A.M. and 6:00 P.M., Monday through Friday, holidays excepted. Lessee shall also have access to the Building between the hours of 6:00 P.M. and 8:00 A.M., Monday through Friday, Saturday, Sundays and holidays but may be required to comply with reasonable security precautions imposed by Lessor. Lessee shall have 24/7 access to the building for its employees and shall be given keys and any other necessary keycards or other access equipment to allow such access.

6. **REPAIRS BY LESSOR:** Lessor shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls of the Building and the heating, air conditioning, plumbing, elevator and electrical systems in good repair, reasonable wear and tear excepted. Lessee shall repair and pay for any damage caused by the act or negligence of Lessee or Lessee's employees, agents, representatives or invitees, or caused by Lessee's default hereunder. Lessee shall immediately give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor's liability hereunder shall be limited to the cost of such repairs or curing such defect.

7. **REPAIRS BY LESSEE:** Lessee shall at its own cost and expense maintain all other parts of the Leased Premises in good repair, reasonable wear and tear excepted, and shall take good care of the Leased Premises and its fixtures and permit no waste. Lessee will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Lessor, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted.

8. **ALTERATIONS BY LESSOR:** Lessee shall permit Lessor to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Lessor, may be deemed necessary or desirable for the Leased Premises, for any other premises in the Building, or for the Building itself (Including access to distribution systems above the ceiling of the Leased Premises). Lessor shall use reasonable efforts to not unreasonably interfere with the conduct of Lessee's business, but Lessor shall in no event be liable to Lessee for any damages in connection with such entry except to the extent caused by the negligence or willful misconduct of Lessor, its agents or assigns.

9. **ALTERATIONS BY LESSEE:** Lessee shall not make any alterations of, or additions to, the Leased Premises without the prior written consent of Lessor except as shown on the attachments hereto. Lessee will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Lessee, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on or about the Leased Premises. Lessee is permitted to hang equipment, pictures, and other similar property from the walls and posts in such a manner to be removable and without damaging the walls and posts except for common holes for the attachments.

At the termination of this Lease, Lessee shall, if Lessor so elects, remove all alterations and additions erected by Lessee without Lessor's consent or which were made with consent which was conditioned in writing on such removal, and restore the Leased Premises to their original condition; otherwise such improvements shall be delivered up to the Lessor with the Leased Premises. All movable office furnishings and trade fixtures installed by Lessee may be removed by Lessee at any time if Lessee so elects, and shall be removed at the termination of the Lease if required by Lessor. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Lessor may dispose of the same as Lessor deems expedient, and at Lessee's expense.

Notwithstanding anything to the contrary contained in this Lease, Lessor shall in all events have the right to prescribe the weight and position of any safes and other heavy equipment placed in or on the Leased Premises by Lessee. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Lessee in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Lessee at its sole cost and expense.

10. **SIGNS:** The Lessee shall not display, inscribe, print, maintain, or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the Leased Premises and on the Building

Directory, and removable signs on the windows, and then only such name(s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Lessor. The listing of any name other than that of the Lessee, whether on the doors of the Leased Premises, on the Building Directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Leased Premises or be deemed to be written consent of the Lessor, it being expressly understood that any such listing is a privilege extended by Lessor revocable at will by written notice to Lessee. The Lessor also reserves the right to name the Building and to change the name or street address of the Building. Provided however, if Lessor shall change the name or street address of the Building without giving Lessee at least ninety (90) days prior written notice, Lessor shall reimburse Lessee for the cost of all printed materials made obsolete by such change. Further, Lessor shall have the right to install and maintain a sign or signs on the exterior or interior of the Building.

11. **ACCESS BY LESSOR:** Lessor, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises on not less than twenty-four (24) hours prior notice for the purpose of ascertaining the condition thereof or in order to make such repairs as may be required to be made by Lessor under the terms of this Lease or as Lessor may deem necessary. During the period that is three (3) months prior to the end of the term hereof, Lessor and Lessor's agents and representatives shall have the right to enter the Leased Premises at reasonable times for the purpose of showing the Leased Premises and shall have the right to erect on the Leased Premises a suitable sign indicating that the Leased Premises are available. Any such entry by Lessor shall never be deemed an eviction or disturbance of Lessee's possession of the Leased Premises, or render Lessor liable to Lessee for damages, or relieve Lessee from the performance of Lessee's obligations under this Lease. The right of entry reserved shall not be deemed to impose any greater obligation on Lessor to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The Lessor, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Lessor may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building.

## 12. UTILITIES AND SERVICES

a. **AIR CONDITIONING AND HEAT:** Lessor shall furnish air conditioning and heat for normal purposes only, to provide in Lessor's judgment comfortable occupancy 24/7 in Lessee's leased spaces. Lessee agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Lessee further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without written consent of Lessor. Should Lessee use such services to excess or request the use of such services at other than operating hours listed above, Lessor reserves the right to charge for such services. The charge shall be payable as additional rental. Should Lessee fail to make payment upon demand of Lessor, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Lessor to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Lessor to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

b. **ELECTRICAL SERVICE:** Lessor shall maintain electrical facilities to provide sufficient power for lighting, typewriters and other office machines of similar low electrical consumption, and including electricity required for electronic data processing equipment, but not for any other item of electrical equipment which (singly) consumes more than 1.5 kilowatts per hour at rated capacity and provided that if the installation of said electrical equipment requires additional air conditioning capacity above that provided by the building standard system, then the additional air conditioning installation and Operating Costs will be the obligation of Lessor. Lessee shall pay to Lessor, in addition to the monthly rent, one-twelfth (1/12) monthly of an amount equal to one dollar (\$1.00) per square foot of Lessee's occupied space. At the same time and manner as Lessor may increase the monthly rent the Lessor may also increase this fixed rate charge by an amount not greater than five percent (5%) of the amount in effect immediately prior to the effective date of the increase. It is understood that Lessee will use reasonable judgment in preventing waste. It is understood that Lessor does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Lessor. Such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises or any part thereof or render Lessor liable to Lessee for damages by abatement of rent or otherwise or relieve Lessee from performance of Lessee's obligations under this Lease, unless such interruption is due to the negligence or willful misconduct of Lessor or continues beyond a reasonable correction period.

c. **LIGHTING:** Lessor shall supply all initial and all subsequent lamps, bulbs, starters and ballasts used on the Leased Premises.

d. **KEYS:** Lessor shall furnish Lessee with up to five (5) keys for each corridor door entering the Leased Premises, and additional keys ordered by Lessee at a charge by Lessor. All such keys shall remain the property of Lessor. No additional locks shall be allowed on any door of the Leased Premises without Lessor's written permission, except as may be shown on the attachments hereto, and Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys to the Leased Premises, and give to Lessor the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

e. **ELEVATORS:** Lessor shall furnish passenger elevator service whenever the Building is open, including 24/7 use by Lessee if that is required for elevator access to Lessee's leased areas 24/7. Lessor shall have the right to stop the operation of said elevators whenever alterations, improvements or repairs therein or in the machinery or appliances connected therewith shall be necessary or desirable and shall not be liable for damages for any such stoppage of service unless caused by the negligence or willful misconduct of Lessor, its agents or employees.

f. **JANITORIAL:** Lessee shall furnish such janitor service for Lessee's leased areas.

g. **WATER:** Lessor shall provide water for lavatory and toilet purposes.

h. **WASTE:** Lessee shall not waste electricity, water, heat or air conditioning or any other utility, and shall cooperate fully with Lessor to insure the most effective operation of the Building's heating and air conditioning, which shall include closing Venetian blinds and drapes and keeping all windows closed when air conditioning is in use and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Lessee's use.

i. **TEMPORARY INTERRUPTION OF SERVICES:** Lessor shall not be liable to Lessee, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control, or from any temporary failure or lack of services not due to Lessor's negligence or intentional misconduct and Lessee shall indemnify Lessor and hold Lessor harmless from any claim or damage because of such inconvenience, loss, damage or injury. No variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary failure or lack of such services not due to Lessor's negligence or intentional misconduct shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

13. **ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Lessor. Upon each request made by Lessee to Lessor for Lessor's consent hereunder, Lessee shall pay to Lessor a processing fee not to exceed, in each instance, \$500.00. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Lessor shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Lessor's obligations hereunder, Lessor shall be relieved of any and all such obligations. However, Lessee may assign or sublet to other programs of ISD 709, without the permission of Lessor and without cost to Lessee.

14. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Lessor shall have the right to terminate this Lease, provided it gives written notice thereof to the Lessee within ninety (90) days after such damage or destruction. Such notice shall state Lessor's intention to terminate this lease not less than thirty (30) days after Lessee's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Lessee, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Lessor shall not be responsible to the Lessee for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Lessee in, on or about the Leased Premises regardless of the cause of the damage or destruction, unless caused by the negligence or intentional misconduct of Lessor.

15. **INSURANCE:**

- a. Lessor covenants and agrees to maintain standard fire and extended coverage insurance covering the Building in an amount not less than eighty percent (80%) of the replacement cost thereof.
- b. Lessee assumes responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured after normal business hours.

**15. SUBROGATION:**

- a. Lessor and Lessee each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, unless prohibited by such insurance. Provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Lessor and Lessee each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.
- b. Lessor covenants and agrees to maintain standard fire and extended coverage insurance covering the Building in an amount not less than eighty percent (80%) of the replacement cost thereof. Lessee covenants and agrees to maintain "All Risk" property insurance covering the full replacement value of all of Lessee's leasehold improvements, trade fixtures and personal property within the Leased Premises.
- c. Lessee assumes responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured after normal business hours.

**16. LIABILITY:** With the exception of those claims arising out of Lessor's negligence or willful misconduct, Lessor shall not be liable to Lessee, or those claiming through or under Lessee, for injury, death or property damage occurring in, on or about the Building and appurtenances thereto, and Lessee shall indemnify Lessor and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, on or about the Leased Premises to Lessee or an employee, customer or invitee of Lessee. Without limiting Lessee's liability hereunder, Lessee agrees, at its own cost and expense to carry public liability insurance protecting Lessor and Lessee in a combined single limit amount of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name both Lessor and Lessee as insured thereunder and shall protect the interests of Lessor. Certificates of said insurance providing for not less than fifteen (15) days notice to Lessor prior to cancellation thereof shall be furnished to Lessor prior to Lessee taking possession of the Leased Premises. Each party agrees to defend, indemnify and hold harmless the other party from claims of third parties of any kind arising out of the indemnifying party's negligence, other misconduct or breach of contract.

**17. EMINENT DOMAIN:** If the entire Building is taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Building is taken by eminent domain, either party shall have the right to terminate this Lease by giving written notice thereof to the other within ninety (90) days after the date of taking. Such notice shall state that party's intention to terminate this lease not less than thirty (30) days after Lessee's receipt of such notice. If a portion of the Leased Premises is taken by eminent domain and this Lease is not thereby terminated, Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by Lessee, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. All damages awarded for a taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to, and be the property of, Lessor and Lessee as their respective damages are determined, whether such damages shall be awarded as compensation for diminution in value to the leasehold estate hereby created or to the fee of the Leased Premises provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, fair value of, and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

**18. HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic effect and shall include petroleum, natural gas and derivatives and synthetics thereof. Lessee shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or

about the Leased Premises by Lessee, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary to Lessee's business. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Lessee shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Lessee and Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Article. Lessee shall defend, indemnify and hold Lessor and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Article. This provision shall survive the termination of this Lease. Lessee is not responsible for any preexisting hazardous substances and shall inform Lessor of any preexisting hazardous substances of which Lessee may be aware.

In the event any material and/or substance is discovered in the Building or premises which is deemed to be hazardous by any local or state law in which the premises is located or by any federal law, the Lessor, its agents, assigns, or employees will assume all liability for the removal and damage caused by the material and/or substance. In addition, upon discovery of the hazardous material and/or substance, Lessee will have a reasonable time in which to exercise the option to remain on the premises for the Lease term or to surrender the premises to the Lessor. In the event the premises are surrendered, Lessee shall pay rent only to time of such surrender and will not be liable for any cost of clean-up or damage to the premises caused by the material and/or substance. The provisions of this paragraph shall not apply if it is determined that the hazardous material and/or substance was introduced into the premises by Lessee.

19. **HOLDING OVER:** Should Lessee, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Lessor's permission for Lessee to hold over. The monthly rent during any such unauthorized month-to-month tenancy shall be at one and one half (1 1/2) times the amount set forth in Article 2 "Rent" as most recently adjusted in accordance with Article 3. If Lessee holds over with the permission of Lessor, then the rent shall be as most recently adjusted in accordance with Article 3.

20. **QUIET ENJOYMENT:** Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default by Lessee under this Lease:

- a. Lessee shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder within thirty days after receipt by Lessee of written notice from Lessor that such amount was not delivered by the respective due date.
- b. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- c. Lessee shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.
- d. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- e. Lessee shall desert or vacate any substantial portion of the Leased Premises. Lessee shall not be considered to have deserted or vacated the premises as long as Lessee continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Lessee is actually continuously occupying the space or not.

f. Lessee shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Article 22) and shall not cure such failure within thirty (30) days, after written notice thereof to Lessee.

22. **DEFAULT:** Lessee hereby agrees that in case Lessee shall default in making its payments hereunder or in performing any of the other agreements, terms, and conditions of this Lease, then, in any such event, in addition to all other rights and remedies available to Lessor by law or by other provisions hereof, at Lessor's option, Lessor may annul and cancel this Lease as to all future rights of Lessee. Lessee further agrees that in case of any such termination Lessee will indemnify the Lessor against all loss of rents and other damage which Lessor may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition and costs of renting the Leased Premises to another Lessee, loss or diminution of rents and other damage which Lessor may incur by reason of such termination and all reasonable attorneys fees and expenses incurred in enforcing any of the terms of this Lease. Lessor shall use commercially reasonable efforts to mitigate damages resulting from Lessee's default.

23. **SUBORDINATION OF LEASE:** The rights of Lessee under this Lease shall be and are subject and subordinate at all times to all ground leases, and or underlying leases, if any, now or hereafter in force against the Building, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Lessee's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Lessee is not in default hereunder. This Article 23 is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination Lessee shall promptly execute such further instruments as may be reasonably requested by the Lessor. Lessee at the option of any mortgagees, or the Lessor under any such ground lease or underlying lease, agrees to attorn to such mortgagee or Lessor in the event of a foreclosure sale or deed in lieu thereof or termination by the Lessor of any such lease. Failure of the Lessee to execute any of the above instruments within fifteen (15) days of receipt of written request so to do by Lessor, shall constitute a breach of this Lease and the Lessor may, at its option, cancel this Lease and terminate the Lessee's interest therein.

24. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessor to Lessee or by Lessee to Lessor shall be deemed to be complied with, when and if, the following steps are taken;

a. All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address hereinbelow set forth or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith. Such notice is not deemed delivered if communicated by telephone or emailed or sent by "texting." If notice is mailed instead of being personally delivered, then 3 days shall be added to the time limit to take any action:

**Lessor:**

Oneida Realty Company  
1605 Alworth Building  
306 West Superior Street  
Duluth, MN 55802

AND TO

InfoTel Investments, L.L.C.  
36227 Fox Hunter Rd  
Pequot Lakes, MN 56472

**Lessee:**

ISD 709  
310 Arvig Building  
325 West 1<sup>st</sup> Street  
Duluth, MN 55802

AND TO

Chief Financial Officer  
ISD 709  
215 N. 1<sup>st</sup> Avenue East  
Duluth, MN 55802

In addition, the preferred telephone numbers and emails for the Lessor and Lessee are as follows:

**Lessor:**  
218-722-0816

**Lessee:**

25. **RULES AND REGULATIONS:** Lessee shall observe such rules and regulations which from time to time may be put in effect by Lessor for the general safety, comfort and convenience of Lessor, occupants and lessees of said Building.

26. **ENERGY; GOVERNMENTAL ACTION:** Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Lessor, the Lessor shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any action taken by the Lessor, if such action is pursuant to any governmental regulations, requirements, directives or requests, or if the Lessor deems such action to be for the benefit of our national interest or the general public. However, the Lessor may not reduce the quantity and quality of all utility and other services and impose such regulations as the Lessor deems necessary in order to conserve energy, and change the normal hours of operation of the Building, without the permission of Lessee. Utility in the sense of this paragraph includes, but is not limited to heating, cooling, electricity, water and all the sources of energy needed to provide such.

a. Throughout the Term of this Lease, Lessee shall observe and comply with all governmental codes, laws, requirements, rules, orders, ordinances and regulations, and orders or recommendations of insurance carriers or fire insurance rating organizations applicable to the Leased Premises or the business conducted therein, hereinafter called "Legal Requirements", whether or not any work necessary to be done in order to comply with such Legal Requirements by ordinary, extraordinary or otherwise, is required by any existing or future Legal Requirement, or is within the present contemplation of Lessor and Lessee, including, but not limited to, any demolition, reconstruction, alteration or repair of any part of the Leased Premises. It is the intention of the parties that Lessee shall and does hereby assume the entire responsibility of complying with all Legal Requirements which affect the Leased Premises, except for work relating to the Landlord's responsibilities under this Lease, such as structural, HVAC, and other matters which are the responsibility of Landlord. If any alterations are required, they shall be completed in accordance with Article 9.

27. **LIGHT, AIR & VIEW:** Lessee has no right to light, air, or view over any premises adjoining the Building.

28. **LESSOR'S USE:** It is understood that Lessor may occupy portions of the Building in the conduct of the Lessor's business. In such event, all references herein to other lessee's of the Building shall be deemed to include Lessor as an occupant or lessee.

29. **MISCELLANEOUS TAXES:**

a. Lessee shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Leased Premises, but not on the real property which is leased, upon the fixtures, furnishings, equipment and personal property of Lessee located in the Leased Premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and personal property to be assessed and billed separately from the property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and personal property, or Lessee's occupancy of the Leased Premises, but not the real property which is leased, shall be assessed and taxed with the property of Lessor, Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's fixtures, furnishings, equipment or personal property, or occupancy of the Leased Premises.

30. **ESTOPPEL CERTIFICATE:** Lessee agrees, within ten (10) days after receipt by Lessee of request of Lessor, to deliver to Lessor, or Lessor's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Lessor is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Lessor.

31. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.



b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted sublessees, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of either party to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Lessee shall not be deemed waiver of such breach. Neither Lessor nor Lessee shall be deemed to have waived any provision of this Lease unless expressed in writing and signed by such party.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Lessor and Lessee and shall not be modified or amended in any manner except by an instrument in writing executed by Lessor and Lessee.

f. Time is of the essence.

g. This lease is governed by the laws of the State of Minnesota.

h. Venue for any action involving the interpretation or enforcement of this lease shall be in the Minnesota State District Court in Duluth, MN.

32. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Article or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is essential to the rights of both parties in which event the parties shall negotiate in good faith to replace such provision with mutually acceptable terms and conditions which are not illegal, invalid or unenforceable.

33. **PARKING:** During the initial term of this lease and during any and all extensions thereof, included in this lease are two (2) parking spaces. The parking spaces are located behind the building in an open air parking lot and could accommodate up to four (4) cars if parked two (2) deep.

34. **BROKERAGE FEES:** Lessee represents and warrants that it has dealt with no broker other than Follmer Commercial Real Estate and Oneida Realty Company, and Lessee hereby indemnifies and holds Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have duly signed and sealed these presents the day and year first hereinbefore written.

ISD 709, LESSEE

By: Jill Lofell

Its: Board Chair

Date: 7/20/21

INFOTEL INVESTMENTS, L.L.C., LESSOR,

By: Greg Arvig

Greg Arvig, President

Date: 7)22)21

## **EXHIBIT B**

The following narrative will go along with the floor plan and proposed work labeled Exhibit A & B

The scope of work will include:

- a) Demolition of walls. (See plan for walls to be demolished)
- b) All new interior walls and doors. (See plan for new walls)
- c) Electrical outlets in all new walls
- d) All walls will be painted.
- e) All new lighting.
- f) All new commercial grade carpeting.
- g) Installation of a water/sink and counter in a mutually agreed to location within the space.