LEASE

BY AND BETWEEN

Independent School District 271

LANDLORD, AND

Intermediate School District 917

TENANT

LEASE

This lease is made as of August 24, 2026 by and between Independent School District 271 ("Landlord") and Intermediate School District 917, a Minnesota school district ("Tenant").

DATA SHEET

(The legal significance of the terms set forth in this Data Sheet is governed by references to such terms in the remainder of this Lease.)

1. Premises. That space in Pond School, as designated on Exhibit A annexed hereto, consists of approximately 40,844 rentable square feet. Includes an entire building less the health clinic. The Premises is located at 9600 3rd Ave S Bloomington, MN 55420.

2. Term. Ten (10) years beginning August 1, 2027 and ending June 30, 2037.

3. Commencement Date. August 1, 2027.

4. Base Rent. Base rent shall be paid monthly at an annual rate as stated below:

		Square Feet	Rate	Monthly	Annually
8/1/2027	6/30/2028	40,844	$ 15.50	$ 52,756.83	$ 580,325.13
7/1/2028	6/30/2029	40,844	$ 15.90	$ 54,118.30	$ 649,419.60
7/1/2029	6/30/2030	40,844	$ 16.30	$ 55,479.77	$ 665,757.20
7/1/2030	6/30/2031	40,844	$ 16.70	$ 56,841.23	$ 682,094.80
7/1/2031	6/30/2032	40,844	$ 17.10	$ 58,202.70	$ 698,432.40
7/1/2032	6/30/2033	40,844	$ 17.50	$ 59,564.17	$ 714,770.00
7/1/2033	6/30/2034	40,844	$ 17.90	$ 60,925.63	$ 731,107.60
7/1/2034	6/30/2035	40,844	$ 18.30	$ 62,287.10	$ 747,445.20
7/1/2035	6/30/2036	40,844	$ 18.70	$ 63,648.57	$ 763,782.80
7/1/2036	6/30/2037	40,844	$ 19.10	$ 65,010.03	$ 780,120.40

5. Operating Costs and Common Area Maintenance. Operating Costs shall be paid monthly at an annual rate as follows:

		Square Feet	Rate	Monthly	Annually
8/1/2027	6/30/2028	40,844	$ 1.50	$ 5,105.50	$ 56,160.50
7/1/2028	6/30/2029	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2029	6/30/2030	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2030	6/30/2031	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2031	6/30/2032	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2032	6/30/2033	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2033	6/30/2034	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2034	6/30/2035	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2035	6/30/2036	40,844	$ 1.50	$ 5,105.50	$ 61,266.00
7/1/2036	6/30/2037	40,844	$ 1.50	$ 5,105.50	$ 61,266.00

6. Termination.
Landlord and Tenant shall have the right to annually terminate the Lease, provided written notice at least Twelve (12) months prior to July 1 of each contract year

7. Notices:

Landlord-Superintendent Independent
School District 271 1350 W 106th St
Bloomington, MN 55431

Tenant-Superintendent Intermediate
School District 917 1300-145th St. E.
Rosemount, Mn. 55068

Independent School District 271

____
Date

- **Intermediate School District 917**

____
Date

1. PREMISES:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet and Shown on Exhibit A. The Premises is located at, 9600 3rd Ave S Bloomington, MN 55420, Hennepin County, Minnesota (such land and building being hereinafter referred to as the "Project"). No exhibit attached to this Lease nor any other sales materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Project or the occupants thereof.

2. TERM:

2.1 The term of this Lease shall commence upon the "Commencement Date", which shall be August 1, 2027. Landlord shall reasonably accommodate Tenant's need to move items to the premises between Lease execution and commencement. Following the Commencement Date the term of this Lease shall continue for the Term as set forth in Item 2 of the Data Sheet. Any entry by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease.

2.2 This Lease shall be deemed a binding obligation of the parties regardless of when the Commencement Date occurs.

2.3 Landlord may at any time prepare a Supplement to this Lease confirming the Commencement Date. Tenant shall execute and return such Supplement within 10 days after submission unless Tenant gives written notice specifying in reasonable detail Tenant's objections thereto.

3. RENT:

Tenant shall pay as monthly "Base Rent" for the Premises as set forth in Item 4 & 5 of the Data Sheet. The Base Rent shall be paid in monthly installments, in advance, on the first day of each and every calendar month during the Term. If the term or final month of the Term of this Lease is less than a calendar month, Base Rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly Base Rent for each day, payable in advance. Tenant will pay said Base Rent, together with Operating Costs and all other amounts due under this Lease, to Landlord at the Landlord Address set forth in Item 7 of the Data Sheet, or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant, without demand and without deduction, set-off or counterclaim.

4. CONTRIBUTION TO OPERATING COSTS:

4.1 Tenant shall, for the entire Term of this Lease, and without any set-off or deduction therefrom, pay to Landlord as per schedule set forth under Section 5 of the Data Sheet, based on the occupancy and use of the premises, as hereinafter defined, of all costs which Landlord may incur in maintaining and operating the entire Project. Said costs shall be referred to herein as "Operating Costs" and are hereby defined with respect to any calendar year to include but not be limited to the following costs incurred by Landlord, in such calendar year with respect to the Project: the cost of utilities (water, sewer, gas, telecommunication, internet and electric), insurance (including but not limited to liability insurance and fire and casualty insurance with rental abatement endorsement, and owners' protective liability insurance), security, badge access cards, rubbish removal, landscaping, lawn care, snow removal from parking areas and sidewalks; charges under maintenance and service contracts. The Tenant will be responsible for all day to day maintenance and custodial services and any damage to structure or existing equipment.

USE:

4.2 Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Project; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

4.3 Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or in the so-called Minnesota Superfund Bill or any similar law or regulation (including without limitation any material containing asbestos or PCB) without Landlord's written approval of each such substance. Landlord shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of such substances customarily used in office/warehouse business operations so long as Tenant uses such substances in accordance with applicable laws. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any such substance, regardless of whether Landlord has approved the activity.

5. ASSIGNMENT AND SUBLETTING:

5.1 Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord. Tenant will pay the landlord's costs including attorney's fees incurred in considering the tenant's assignment request, whether or not such request is granted. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

6. MAINTENANCE:

The property shall be professionally maintained at all times during the term of this Lease. Tenant has the sole responsibility to provide daily custodial services for the building (less the health clinic space). The landlord will provide for external maintenance of the building, parking lot(s) and/or on the property which is included in the operating cost payments by the tenant. Tenant agrees to keep and maintain the Premises and the fixtures and equipment therein in properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Term of this Lease, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date, or in such better condition as they may hereafter be put, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. Landlord shall make all necessary repairs to the outer walls, roof, downspouts, gutters and basic structural elements and common areas of the Project. Landlord shall also make all necessary repairs to the portions of the building systems (plumbing, sewage, heating, air conditioning and electrical) If a system wears out ISD 271 will incur the cost of replacement. If a building system is damaged by District 917, then District 917 will manage the repair and incur the replacement cost. Tenant shall be responsible for all other portions of the building systems serving the Premises. Notwithstanding anything apparently to the contrary in this section, any cost of repairs or improvements to the Project, to the Premises or to any common areas which are occasioned by the negligence or default of Tenant, its officers, employees, agents or invitees, or by requirements of law, ordinance or other governmental directive and which arise out of the nature of Tenant's use and occupancy of the Premises or the installations of Tenant in the Premises shall be paid for by Tenant, as additional rent hereunder, immediately upon billing (such as window glass, door breakage, HVAC operation, etc.).

7. ALTERATIONS; SIGNS; EQUIPMENT; MOVING:

7.1 Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises or the Project without the prior written consent of the Landlord. As a condition precedent to consent of Landlord hereunder, Tenant agrees to obtain and deliver to Landlord such security against mechanic's liens as Landlord shall reasonably request. If any mechanic's lien is filed against any part of the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, such mechanic's lien shall be discharged by Tenant within ten days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law. Regardless of whether Landlord's consent is required or obtained hereunder: (i) all alterations shall be made in accordance with applicable laws, codes and insurance guidelines, and shall be performed in a good and workmanlike manner, and (ii) if the construction or installation of Tenant's alterations or fixtures causes any labor disturbance, Tenant shall immediately take any action necessary to end such labor disturbance. All alterations, decorations, additions or improvements in or to the Premises or the Project made by Tenant shall become the property of Landlord upon expiration of the Term and shall remain upon and be surrendered with the Premises as a part thereof without disturbance or injury, unless Landlord requires specific items thereof to be removed by Tenant at Tenant's sole expense, in which event Tenant shall do so prior to the expiration of the Term at its expense, and shall repair any damage caused thereby. Any restoration would be conducted through appropriate quote/bid requirements. Landlord reserves the right to have Tenant restore the Premises to their original condition upon expiration of the Term or termination of the Lease. Notwithstanding the foregoing, if (1) Tenant is not in default in the performance of any of its obligations under this Lease, (2) if any and all damage resulting therefrom be repaired, and (3) Tenant shall post such security with respect thereto as Landlord may reasonably request, Tenant shall have the right to remove, during the last 90 days of the term of this Lease, all movable furniture, furnishings or trade fixtures installed in the Premises at the direct expense of Tenant, provided the same is completed with no damage to the Premises.

7.2 Tenant shall not place or maintain any sign, advertisement or notice on any part of the outside of the Premises or the Project except (i) in such place, number, size, color and style as has been approved in writing by Landlord and (ii) in accordance with the sign criteria of the City of Bloomington. Tenant shall be allowed use of the monument sign at the southeast corner of 9600 3rd Ave S Bloomington, MN 55420. Tenant shall have use of all existing signs. Landlord provides the sign to Tenant "As-Is" and Tenant shall be responsible for all costs to modify the sign for Tenants use. Tenant shall be allowed to install window lettering, directional and informational signage throughout the property with Landlord approval. Tenant shall submit a sign plan to Landlord for the initial signage requested. Landlord shall not reasonably withhold approval of the sign plan. All signs not included in the sign plan must be approved by Landlord. Tenant shall remove all signs at the expiration or termination of this lease and restore the affected area to its original condition.

7.3 Tenant shall not install any equipment which will or may necessitate any changes, replacements or additions to, or in the use of, the heating, ventilating or air-conditioning system or electrical system of the Premises or the Project without first obtaining the prior written consent of Landlord. Landlord shall have the right at any time to limit the weight and prescribe the position of safes and other heavy equipment or fixtures.

7.4 Any and all damage or injury to the premises or the Project caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by, and at the sole cost of, Tenant.

7.5 Landlord and Tenant acknowledge that Tenant will make substantial improvements to the Premises consistent with its use of the Premises for classrooms and other spaces within the building. Reimbursement to Landlord by Tenant for all project costs for improvements to the Premises will be made within 45 days of receipt of invoice. Landlord agrees that if it terminates the lease early “without cause” or for “convenience purposes” or for Default or for Condemnation, Landlord will pay Tenant one tenth (1/10) of project costs multiplied by the number of years remaining in the lease term.

8. RIGHT OF ENTRY:

8.1 Tenant will permit Landlord, or its representative, to enter the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises, for any other premises in the Project, or the Project itself (including access to distribution systems above the ceiling of the Premises), or to exhibit the same to prospective tenants during the last 180 days of the Term of this Lease or during any period Tenant is in default hereunder, or to prospective purchasers or lenders at any time. Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenant's business, but Landlord shall in no event be liable to Tenant for any damages in connection with such entry or installation.

8.2 Landlord reserves the right to impose such security restrictions in the common areas as it deems appropriate.

9. SERVICES AND UTILITIES:

Landlord shall provide access to electric and telephone service in accordance with Landlord's electric and telephone service regulations in effect from time to time, and Tenant shall comply with such regulations. Landlord shall not be liable for, and there shall be no abatement of rent by reason of, failure to furnish, or for delay or suspension in furnishing, any services to be provided by Landlord, caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, energy conservation, or causes beyond Landlord's control. Tenant shall conserve heat, air conditioning, water and electricity and shall use due care in the use of the Premises and of the public areas in the Project.

10. PARKING

Tenant and Tenant's employees, customers and invitees shall have the priority to use the parking spaces located within the Project during school programming contact days additional dates to be determined. ISD 271 will have use of the parking lot for school athletic and activities events. Generally, these will be late afternoon, evening, and weekend hours as required by the scheduled events

11. WAIVER AND INDEMNITY:

11.1 Neither party (including its partners, officers, employees, agents and representatives) shall not be liable to the other, or those claiming by, through or under said party, for any injury, death or property damage occurring in, on or about the Project, except as a result of any negligence by the other party. Without limitation of the foregoing, neither party shall not be liable to the other party for any, and both parties hereby release each other from all damage, compensation or claims arising from: loss or damage to books, records, files, money, securities, negotiable instruments or other papers in or about the Premises; the necessity of repairing any portion of the Project or the amenities within or without the Project; the interruption in the use of the Premises; accident or damage resulting from the use or operation by Landlord, Tenant, or any other person or persons whatsoever of elevators, or heating, cooling, electrical or plumbing equipment or apparatus; any fire, robbery, theft, or any other casualty; any leakage or bursting of pipes or water vessels or any roof or wall leakage, in any part or portion of the Premises or the Project; water, rain, snow or underground water that may leak into, flow on, or flow from, any part of the Premises or the Project.

11.2 Both parties shall indemnify and save each other harmless, except as a result of any negligence by the other party, from and against all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including, but not limited to, reasonable architects and attorneys' fees, which may be imposed upon or incurred or paid by or asserted against the party, the Property or any interest therein by reason of or in connection with any of the following occurring during the term of this Lease: (i) Any alterations in or to the Premises
(ii) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises; (iii) Any negligent or tortious act on the part of either party or any of its agents, contractors, servants, employees, licensees, invitees; (iv) Any accident, injury, death or damage to any person or property occurring in or on the Premises; and (v) Any failure on the part of either party to perform or to comply with any of the covenants, agreements, terms to, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. Nothing contained in Section 12.2 shall be deemed to require either party to indemnify the other party to any extent prohibited by law.

12. INSURANCE:

12.1 Tenant agrees to purchase, in advance, and to carry in full force and effect the following insurance:

(a) "Special" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the Premises.

(b) Commercial General Liability insurance covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, containing a contractual liability endorsement, in a combined single limit in an amount equal to the liability limits imposed on Tenant by Minnesota Statute 466.04 not to exceed $1,000,000, and written on an "occurrence" basis.

12.2 All of Tenant's insurance shall name Landlord as an additional insured and shall provide for 30 days written notice to Landlord prior to cancellation, non-renewal or material modification. Certificates of all such insurance shall be delivered to the Landlord prior to occupancy of the Premises by Tenant and at least thirty days prior to the termination date of any existing policy. Such insurance may be in the form of blanket or umbrella policies so long as the Premises are specifically designated therein.

12.3 Landlord agrees to purchase in advance, and to carry in full force and effect the following insurance:

(a) "Special" property insurance coverage on the Project, exclusive of Tenant's leasehold improvements, in such amount as Landlord deems prudent.

(b) Commercial general liability insurance covering the Project, in a combined single limit amount of not less than $1,000,000, and written on an "occurrence" basis.

1) Additional Insured status in favor of the District on a Primary and Non-Contributory Basis required by the Tenant.
2) Waiver of Subrogation in favor of the District on all lines of coverage is required by the Tenant.
3) There is no formal disclosure or request of Business Auto, Workers Compensation or Umbrella coverage ($5,000,000 limit) as required in the standard requirements noted above.

13. WAIVER OF CLAIMS AND SUBROGATION

Notwithstanding any other provision in this Lease to the contrary, Landlord and Tenant hereby release one another 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 covered by property insurance or coverable by a customary policy of the insurance required by Section 13.l(a) or 13.3(a) hereof (whichever is applicable), 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.

14. FIRE OR OTHER CASUALTY:

If the Premises or the Project shall be partially damaged by fire or other cause Landlord shall at its option either (a) undertake to restore such damage with all due diligence, or (b) in the event the Premises or the Project are damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be economically repaired within 90 days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), terminate this Lease, by notice given to Tenant within 60 days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. Any termination by reason of damage to the Project but not the Premises shall be effective as of the date notice is given. This Lease shall, unless terminated by Landlord pursuant to this Section 19, remain in full force and effect following such damage, and, in the case of damage to the Premises, the Base Rent and additional rent, prorated to the extent that the Premises are rendered untenantable, shall be equitably abated until such repairs are completed; Building coverage provided by building owner shall include improvements and betterments made to the property completed prior to tenant's occupancy.

15. CONDEMNATION:

If the whole or any substantial part of the Premises shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term of this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises and Tenant shall have no claim against the condemning authority, Landlord or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for loss of business or costs of relocation. In the event part of the Project, but not the Premises, is condemned to the extent that the Project cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within 90 days after the date the condemning authority takes possession to terminate this Lease as of the date of such possession.

15 DEFAULT:

15.1 Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of 15 days after the due date therefore;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for 15 days after notice from Landlord;

(iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

(iv) Landlord fails to adequately provide maintenance or operating cost services (included in sections 4 and 6 above)

(v) Landlord fails to provide Covenant of Quiet Enjoyment

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

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

15.4 No termination of this Lease pursuant to Section 16.2 shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession

15.5 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

16 LANDLORD'S RIGHT TO CURE DEFAULT; LATE PAYMENT; BAD CHECKS:

16.1 If Tenant defaults in the making of any payment, or in the doing of any act herein required to be made or done by Tenant, or does or suffers any act prohibited herein, then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to stop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

16.2 If any installment of rent is not paid by Tenant within fifteen days after the same becomes due and payable: (i) a late charge in the amount of $25.00 per day shall become immediately due and payable as additional rent;

16.3 A bad check charge in the amount of $100.00 shall become immediately due and payable as additional rent on any rent check returned without being paid.

17 WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

18 RULES AND REGULATIONS:

Tenant shall use the Premises and the common areas of the Project in accordance with the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by the Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Project, and Tenant shall use its best efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations.

19 COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Project and underlying land, or in the case of a sale-leaseback, the lessee of the underlying land, at the relevant time. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Project.

20 NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Project except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant has no right to light or air over any premises adjoining the Project. The Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises and the Project are in good and satisfactory condition at the time of such taking of possession.

21 NOTICES:

All notices or other communications hereunder shall be in writing and shall be hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight air express service, (i) if to Landlord at the Landlord Address set forth on Item 7 of the Data Sheet, and (ii) if to Tenant, at the Premises, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing.

22 ESTOPPEL CERTIFICATES:

Tenant agrees at any time and from time to time, upon not less than five days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default (iv) agreeing that Tenant and Landlord will not thereafter modify the Lease without the approval of any mortgagee identified by Landlord, and (v) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than 30 days in advance, and (vi) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Project, any prospective purchaser of the Project, any mortgagee or prospective mortgagee of the Project or of Landlord's interest, or any prospective assignee of any such mortgagee. Tenant acknowledges that failure to comply with this Section on a timely basis could result in loss of a favorable sale or financing and Tenant agrees to be liable for any consequential damages resulting from Tenant's breach hereunder.

23 SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal. Should the Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of the Landlord, such tenancy shall be from month to month and the monthly Base Rent and Additional Rent shall be twice that which would otherwise be payable under Section 4 of the Data Sheet. If Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

24 ENERGY CONSERVATION:

Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Landlord, the Landlord shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any act or omission of Landlord, if such act or omission is pursuant to any governmental regulations, requirements, directives or requests. Without limiting the generality of the foregoing, the Landlord may reduce the quantity and quality of all utility and other services and impose such regulations as the Landlord deems necessary in order to conserve energy.

25 MISCELLANEOUS:

(a) This is a Minnesota contract and shall be construed according to the laws of Minnesota.

(b) The captions in this Lease are for convenience only and are not a part of this Lease.

(c) If more than one person or entity shall sign this Lease as Tenant, the obligations set forth herein shall be deemed joint and several obligations of each such party.

(d) Time is of the essence.

(e) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.

(f) This Lease shall be binding upon and insure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective heirs, successors and assigns.

IND. SCHOOL DISTRICT 271

Its

Date

INT. SCHOOL DISTRICT 917

Its

Date