

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effective this 26th day of November, 2024, by and between Belisle Development, LLC (hereafter “LANDLORD”) and Mahtomedi Public School District No. 832, (hereafter “TENANT”).

WHEREAS, LANDLORD is the owner of a building which is located at 2735 County Road D East, White Bear Lake, Minnesota 55110 (“Building”); and

WHEREAS, LANDLORD and TENANT desire to enter into this Lease in order to secure LANDLORD and TENANT rights hereunder.

THEREFORE, in consideration of the rents and covenants provided for herein, LANDLORD and TENANT agree as follows: LANDLORD hereby agrees to lease to TENANT and TENANT hereby agrees to lease from LANDLORD under the terms and conditions set forth in this Lease for certain commercial space located in the Building designated as all rooms except the Northwest classroom, containing approximately 5,650 Rentable Square Feet of space (hereinafter referred to as the “Premises”), for a term of sixty (60) months (“Lease Term”) unless sooner terminated or extended as provided herein. The “Commencement Date” shall be July 1, 2025. Any other tenant occupation of the Northwest classroom shall be discussed in advance with the TENANT. At least 30 days prior to a new tenant leasing the Northwest classroom, LANDLORD shall provide TENANT with written notice of the name of the new tenant and the type of use permitted under that tenant’s lease. The parties expressly understand and agree that TENANT shall have veto rights regarding the type of tenant and any impact to TENANT’S use of the building, which shall be exercised by TENANT providing LANDLORD with written notice of its veto of the new tenant within 15 days of receiving the notice of new tenant from LANDLORD. Upon receiving said notice of veto, LANDLORD shall take all steps necessary to cancel and terminate the lease with the new tenant.

IN CONSIDERATION THEREOF, the parties covenant:

1. **EXHIBITS.** The exhibits to this Lease are attached hereto and incorporated herein:

Exhibit A Legal description of the Premises

2. **BASIC RENT.** During the Lease Term, TENANT shall pay to LANDLORD, or LANDLORD’s designated agent, Basic Rent in advance and as noticed by invoice on the first day of each month during the Lease Term in monthly installments in the following amounts:

Year	Months	Monthly Payment
2025/2026	July – June (12 mos.)	\$ 10,834
2026/2027	July – June (12 mos.)	\$ 11,159
2027/2028	July – June (12 mos.)	\$ 11,494
2028/2029	July – June (12 mos.)	\$ 11,839
2029/2030	July – June (12 mos.)	\$ 12,194

3. **COMMON AREA MAINTENANCE.** LANDLORD shall provide and pay for general common area maintenance and services (“CAM”) to the Building and Premises as are reasonably necessary for TENANT’s use and occupancy of the Premises and Building. Specifically, LANDLORD will pay for lawn care, snow removal, property taxes, and building insurance. Note TENANT is still required to carry insurance as well. TENANT is responsible for all repairs and maintenance inside the building.

4. **SECURITY DEPOSIT.** There is no security deposit.

5. **SERVICES AND MAINTENANCE.** TENANT shall be responsible to pay for and to maintain and repair all services, equipment and utilities, including without limitation, electrical and plumbing fixtures located within the Premises, fire suppression, alarms, heating, cooling, ventilation, telephone and other communication related services, water/sewer, trash removal, gas, electric, TV, Internet and any other service or utility that is located within or connected to the Premises or directly benefits TENANT, whether or not metered separately for the Premises. TENANT shall not be responsible for items considered "capital improvements" such as furnaces, electrical service, and roof replacement, not all inclusive. Interruption of any utilities or other services shall not be a breach of this Lease by LANDLORD and LANDLORD shall not be liable to TENANT for any damages or costs sustained by TENANT as a result of such interruption. LANDLORD retains the right to separately meter any services or utilities and the right to add or delete certain services or utilities, as may be reasonable.

6. **LATE PAYMENTS.** TENANT will pay LANDLORD a service charge in the greater amount of (i) 5.0% of the late payment or (ii) \$100.00 for any payment owed which is not made within five (5) days after it becomes due. TENANT will pay LANDLORD a NSF Fee in the amount of \$50.00 for each check presented by TENANT which is returned unpaid due to insufficient funds or any other reason not related to LANDLORD's action. In addition to the service charge, any payments not paid within five (5) days after it becomes due will bear interest from the date due to the date paid at 5.0% per annum above the prime rate quoted in the *Wall Street Journal* as of the first business day of the month such amount became due, but in no event greater than the highest rate permitted by law. If the *Wall Street Journal* discontinues publication or quotation of the prime rate, LANDLORD will substitute an index or procedure which reasonably reflects and monitors commercial borrowing costs. All late payments by TENANT to LANDLORD under this Lease shall have default rights against TENANT. The obligations under this Section of the Lease shall survive the expiration or earlier termination of this Lease.

7. **ACCEPTANCE OF PREMISES.** Taking possession of the Premises by TENANT shall be conclusive evidence that the Premises were at that time in good, clean and tenantable condition and are hereby accepted by TENANT in "AS-IS CONDITION" upon TENANT entering into this Lease. TENANT acknowledges that no representations as to the repair of the Premises or promises to alter, remodel or improve the Premises have been made by LANDLORD, except as may be provided in a written agreement between TENANT and LANDLORD. Any improvements or modifications that are required for TENANT's use of the Premises are at the sole cost and expense of the TENANT above and beyond the \$10,000 tenant improvement allowance paid for by the LANDLORD.

8. **OCCUPANCY OF PREMISES.** Upon execution of this Lease by TENANT and LANDLORD and LANDLORD's receipt of the first month's Basic Rent, TENANT may take possession of the Premises for occupancy.

9. **CARE OF PREMISES.** TENANT shall not cause or permit any waste or damage to Premises. TENANT shall at TENANT's expense, keep the Premises and the sidewalk and entrance areas to the Premises in good order and condition including, but not limited to (i) maintaining it in a clean and sanitary condition free of trash, insects, rodents, vermin and other pests, (ii) removing snow and ice from the sidewalk and entrance areas, (iii) regular cleaning of storefront windows and doors, (iv) maintaining and repairing all mechanical, electrical and plumbing systems along with facilities and equipment installed by or on behalf of TENANT and all nonstructural improvements within the Premises and (v) repainting and redecorating at reasonable intervals as needed.

If TENANT fails to perform any work set out in this Section within thirty (30) days after written notice from LANDLORD (or without notice in an emergency), LANDLORD or its designees may enter

the Premises and perform the work without liability to TENANT. If LANDLORD or its designees performs such work, TENANT shall pay to LANDLORD the reasonable cost of such work, plus 15.0% of such cost for LANDLORD's coordination and overhead expenses.

TENANT shall not cause or permit the storage, use, generation or disposition of any explosives, radioactive materials, asbestos, urea formaldehyde, polychlorinated biphenyl, petroleum products or other dangerous, toxic or hazardous substances in or about the Premises (other than the storage and use in full compliance with all laws and regulations of incidental amounts of such common hazardous materials as may be reasonably required for the operation of TENANT's business as permitted in the Premises). TENANT shall indemnify, hold harmless and defend LANDLORD from and against any claims, costs and liabilities arising out of TENANT's breach of the foregoing obligations or any removal or cleanup of any such materials and any restoration work required thereby.

10. ALTERATIONS, IMPROVEMENTS AND MECHANICS' LIENS. TENANT shall make no alterations, improvements, additions or changes to the Premises without written consent of LANDLORD. If TENANT has made any alterations, improvements, additions or changes with LANDLORD's written consent, TENANT, at TENANT's sole cost and expense, shall on or before the end of the Lease Term, restore the Premises to the original condition. If TENANT has made any alterations, improvements, additions or changes without LANDLORD's written consent, TENANT, at TENANT's sole cost and expense, shall, within thirty (30) days after receiving notice from LANDLORD, restore the Premises to the original condition. If TENANT fails to comply in either case, LANDLORD shall be entitled to enter the Premises and restore the Premises to the original condition and TENANT shall be liable for all reasonable costs and expenses incurred by LANDLORD in doing so, plus 5.0% of such cost for LANDLORD's coordination and overhead expenses.

TENANT will not permit any liens to stand against the Premises for any labor, skill, material or equipment furnished at the request of TENANT in connection with any work in or about the Premises. TENANT will give notice to LANDLORD of the filing of any such lien within twenty-four (24) hours of TENANT's receipt or awareness of it and cause it to be discharged within ten (10) days. If TENANT fails to discharge the lien, LANDLORD may (but will not be obligated to) discharge the lien or otherwise remedy the situation by either paying the amount claimed to be due or by such other means as may be available to LANDLORD, the amount paid and all LANDLORD's damages, losses, costs and expenses, including reasonable attorneys' fees, shall be immediately paid by TENANT to LANDLORD.

Notwithstanding anything in this Section to the contrary, so long as TENANT is not in default of the Lease, TENANT may in good faith contest any mechanic's lien or claim thereof upon written notification to LANDLORD of its intent and within ten (10) days of filing of the lien by providing LANDLORD with a bond or other security reasonably satisfactory to LANDLORD in an amount not less than 150.0% of the claim or complying with such statutory procedures as may be available to release the lien. If TENANT fails to satisfy such lien claim upon entry of final judgment or in the opinion of LANDLORD the Building or any part thereof is or becomes subject to risk, loss or forfeiture, LANDLORD may use the security to pay such claim or otherwise obtain a discharge or release of the lien and to pay LANDLORD's expenses in connection therewith.

11. RESTRICTIONS ON USE OF PREMISES BY TENANT. The Premises shall be used solely for a school educational program. TENANT shall not use or allow the Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering or affecting the use of the Premises or Building and will not permit any act to be done or any condition to exist on the Premises or any articles to be brought thereon which may be dangerous, unless safeguarded as required by law, or which may by law constitute a nuisance, public or private or which may make void or voidable any insurance then in force with respect to the Premises. TENANT shall

not permit the Premises to be used by the public, as such, without restriction or in such manner as might reasonably make possible a claim of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises for any purpose which in the reasonable opinion of LANDLORD would adversely affect the then value or character of the Premises.

12. RIGHTS RESERVED TO LANDLORD.

- A. LANDLORD may enter the Premises at any time to inspect the Premises, to provide services furnished under this Lease, to make repairs, alterations or additions to the Premises, the Building or other improvements, to show the Premises to prospective tenants, purchasers or mortgagees or for other reasonable purposes as LANDLORD deems necessary or desirable. Entry for showing the Premises to prospective tenants may only be made when TENANT is in default or during the last six (6) months of the Lease Term.
- B. LANDLORD may maintain, repair and replace any pipes, ducts, conduits, wires and other equipment that are in the Premises or other parts of the Building that service the Premises or the Building.
- C. LANDLORD may make repairs, replacements, changes in or additions to the structure in the Premises and any part of the Building outside the Premises and may alter or relocate any common areas and special service areas of the Building.
- D. LANDLORD may change the name or address of the Building on not less than thirty (30) days' notice to TENANT.
- E. In entering the Premises or carrying out any work, LANDLORD shall not interfere with TENANT's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused by the work. LANDLORD shall not be liable for damages or otherwise for interference with TENANT's use of the Premises or operation of its business, nor shall such entry or work be construed as an eviction of TENANT, work an abatement of rent or relieve TENANT from fulfilling any obligation under this Lease. Under no circumstances shall LANDLORD be liable for consequential damages arising from such entry or work. LANDLORD agrees that unless necessary, it shall not enter the Premises during regular school hours and shall provide at least 24 hours' advance notice prior to entering the Premises.
- F. LANDLORD shall not be liable for damages or otherwise if any service provided by LANDLORD or any other supplier is reduced, interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of LANDLORD. No such event shall be construed as an eviction of TENANT, work an abatement of rent or relieve TENANT from fulfilling any obligation of this Lease. Under no circumstances shall LANDLORD be liable for consequential damages arising from the failure to provide any service or the reduction, interruption or termination of any service.

13. ACCESSIBILITY REQUIREMENTS. TENANT shall be responsible at TENANT's sole cost and expense for compliance with the Americans with Disabilities Act and other governmental laws, codes, rules, regulations, ordinances and orders to the extent they apply to accessibility within the Premises, including without limitation any restroom facilities exclusively accessible to TENANT. TENANT shall indemnify, hold harmless and defend LANDLORD from and against any claims, costs and liabilities arising out of TENANT's breach of the foregoing obligations.

14. **COVENANT OF QUIET ENJOYMENT.** TENANT, upon paying all charges provided for herein and performing all other terms of this Lease, shall quietly have and enjoy the Premises during the term of this Lease without hindrance by anyone claiming by or through LANDLORD, subject, however, to the reservations and conditions of this Lease.

15. **SIGNS AND GRAPHICS.** TENANT shall be able to place signage on the Building or in the yard. Any sign, advertisement, design or other graphic on the windows or doors or on the outside of the Building or visible from outside the Premises is at the sole cost and expense of the TENANT and is subject to LANDLORD's prior reasonable approval. Any such graphic shall be compliant with all laws and ordinances, including the City of White Bear Lake, MN. Any graphic not approved may be removed by LANDLORD without liability to TENANT for any loss or damage TENANT may incur. If so removed by LANDLORD, TENANT shall pay LANDLORD for the cost of removal and restoration.

16. **TRADE FIXTURES.** Movable equipment, furniture and other trade fixtures owned by TENANT and installed in the Premises remain TENANT's property. If TENANT is not in default of this Lease, any such property may be removed by TENANT in the ordinary course of its business and shall be removed at the expiration or earlier termination of this Lease. If TENANT is in default of this Lease, LANDLORD shall have a lien on the property as security against loss or damage from the default and at LANDLORD's option such property shall not be removed by TENANT until the default is cured. TENANT shall promptly repair at TENANT's expense any damage caused by the removal of such property.

17. **ASSIGNMENT OR SUBLEASE BY TENANT.** Without LANDLORD's prior written consent, TENANT shall not assign, mortgage, pledge or otherwise transfer this Lease or any interest of TENANT in this Lease, nor sublet all or any part of the Premises, nor permit occupancy of the Premises by anyone other than TENANT. If TENANT is a corporation, limited liability company, trust, unincorporated association or partnership, transfer of the effective control of TENANT constitutes a transfer under this Section. All advertising by or on behalf of TENANT related to the transfer of this Lease or subletting of all or any part of the Premises shall be approved by LANDLORD before publication.

Consent by LANDLORD to any transfer, subletting or occupancy shall not operate as a waiver of LANDLORD's rights under this Section. No such transfer, subletting or occupancy shall release TENANT of any of its obligations or waive any of LANDLORD's rights under this Lease. The acceptance of rent from someone other than TENANT shall not be deemed a waiver of any of the provisions of this Lease or a consent to any transfer, subletting or occupancy.

Neither this Lease nor any interest of TENANT in this Lease shall pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors or by operation of law. This Lease shall terminate automatically upon the happening of any of those events.

TENANT shall immediately reimburse LANDLORD for any costs and reasonable attorney's fees incurred by LANDLORD in connection with any proposed transfer or sublease. No transfer of this Lease shall be effective unless it is in compliance with this Section and the transferee has agreed with LANDLORD in writing to perform and comply with all of TENANT's obligations under this Lease.

18. **SUBORDINATION.** Without the necessity of any additional instruments being executed by TENANT, this Lease shall be subject and be subordinate to all LANDLORD mortgages in any amount now or hereafter made and to all renewals, modifications, consolidations, replacements or extensions of each such mortgage. TENANT shall execute and deliver without further consideration any instruments requested by LANDLORD or any mortgagee evidencing this Lease or the priority or subordination of this Lease to

any mortgage or the assigning of LANDLORD's interest in this Lease or the rents payable under it to any mortgagee.

Upon the request of any mortgagee or other party succeeding the interest of LANDLORD under this Lease following foreclosure or termination for default of any mortgage or any conveyance in lieu of such foreclosure or termination, whether voluntary or by operation of law, TENANT shall attorn to and become the tenant of such mortgagee or other successor in interest. However, neither the mortgagee nor such successor in interest shall be liable for any act or omission of LANDLORD or subject to any offsets or defenses TENANT may have against Landlord or liable for any security deposit except to the extent actually received by such mortgagee or successor in interest or bound by any prepayment obligations of more than one month in advance or by any amendment or modification of this Lease made without the consent of such mortgagee.

19. **INSURANCE.** Throughout Lease Term, at its sole cost and expense, TENANT shall maintain in full force and effect and shall timely pay all premiums with respect thereto, insurance coverage with such companies as shall be reasonably satisfactory to LANDLORD, which shall provide coverage as to the following:

- A. Property insurance, including plate glass coverage, written on the Insurance Service Office's Special Perils form, or equivalent, covering the full replacement value of (i) TENANT's personal property, goods, inventory, supplies, signs, furniture, trade fixtures, equipment and machinery and (ii) Tenant Improvements.
- B. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for the Premises, insuring TENANT and its affiliated parties against liability for bodily injury, death, personal injury and including contractual liability coverage. The amount of such liability insurance shall not limit TENANT's liability under this Lease.

If TENANT provides any insurance required by this Lease in the form of a blanket policy, TENANT shall furnish satisfactory proof that such blanket policy complies in all respects with other provisions of this Lease and that the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering the leased Premises. All policies shall name LANDLORD as an additional insured and upon request, LANDLORD's designated mortgagee and shall provide that the policy may not be canceled without thirty (30) days' prior written notice to LANDLORD. Before TENANT occupies the Premises and upon each renewal term of the required insurance, TENANT shall provide a certificate of insurance from their insurance agent along with a written acknowledgement from the insurance company that LANDLORD is an additional insured and if requested by LANDLORD, TENANT shall provide a copy of the policy from their insurance company showing the LANDLORD as an additional insured.

20. **SURRENDER UPON TERMINATION.** Upon the expiration or earlier termination of this Lease, TENANT at its expense shall remove any telecommunications cabling, personal property and signage installed by TENANT in or serving the Premises and immediately surrender the Premises to LANDLORD peaceably and quietly, broom-cleaned and in as good order and condition. TENANT shall not dispose of any of the property or materials from the Premise in LANDLORD's trash containers. TENANT shall not remove any LANDLORD improvements, HVAC equipment, lights, electrical or plumbing fixtures and equipment or ceiling coverings. Any property of Tenant left in the Premises after termination shall be deemed immediately abandoned and may be removed and disposed of by LANDLORD at TENANT's expense. Reasonable wear and tear and damage from fire or other casualty are excepted. Subject to LANDLORD's rights under the Section referring to trade fixtures, TENANT at its expense shall remove

from the Premises TENANT's goods and effects and those of all persons claiming under the TENANT prior to such expiration or termination. Any property of TENANT left in the Premises after expiration or termination shall be deemed abandoned and may at TENANT's expense be disposed of by LANDLORD as LANDLORD deems expedient.

21. **HOLDING OVER.** Should TENANT hold over the Premises or any part thereof after the expiration of the Lease Term, such holding over shall constitute and be construed as a tenancy at-will. The inclusion of the preceding sentence shall not be construed as LANDLORD's permission for TENANT to hold over. If during any period in which TENANT holds over, TENANT shall be responsible to LANDLORD for Basic Rent in an amount equal to two times the Basic Rent in effect at the expiration of the Lease Term and all other obligations of TENANT hereunder. TENANT shall indemnify, defend and hold harmless LANDLORD against all damages and claims for damages of any kind and all costs and expenses (including reasonable attorney's fees) arising out of such hold over.

22. **RISK OF LOSS.** In the event of destruction of or damage of any kind to the Building, Premises or improvements thereon, by reason of fire or the elements, or other casualty, this Lease shall not terminate nor shall TENANT be relieved of any of its obligations hereunder, except that the Basic Rent otherwise due from TENANT shall be reduced pro rata by the percentage of the Premises rendered unusable until such reasonable time as the Premises is restored. LANDLORD shall be solely entitled to any insurance proceeds received from any policy of insurance maintained by LANDLORD. If LANDLORD deems the cost to repair the Premises is unreasonable or too expensive, or if the cost of the repair exceeds the amount of insurance proceeds received or to be received by reason of the damage, LANDLORD may terminate this Lease upon thirty (30) days written notice to TENANT. Further, if for any reason LANDLORD fails to begin the process to restore the Premises within a reasonable time after the happening of such event, TENANT may terminate this Lease upon thirty (30) days written notice to LANDLORD; provided, however, that if LANDLORD commences restoring the Premises within such thirty (30) period, the Lease shall not terminate and shall remain in full force and effect.

23. **CONDEMNATION.** If at any time during the term of this Lease the whole or substantially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, LANDLORD shall be entitled to and shall receive any and all awards that may be made in any such proceedings and TENANT hereby assigns and transfers to LANDLORD any and all such awards that may be made to TENANT. If such proceedings shall result in the taking of the whole or substantially all of the Premises, this Lease and the Lease Term hereof shall terminate and expire on the date of such taking and the Basic Rent and other sums or charges provided for in this Lease to be paid by TENANT shall be apportioned and paid to the date of such taking.

24. **INDEMNIFICATION.** To the extent permitted by law, TENANT agrees to hold harmless, defend (with counsel reasonably approved by LANDLORD) and indemnify LANDLORD and its affiliated parties against any damage, compensation, liability, loss or claim arising out of any personal injury, death or property loss or damage occurring in or about the Premises or the Building during the Lease Term, regardless of when such claim is made, except to the extent arising from the willful misconduct or negligent acts or omissions of LANDLORD or its agents and subtenants and the employees, customers, licensees, invitees and contractors. LANDLORD agrees to hold harmless, defend (with counsel reasonably approved by TENANT) and indemnify TENANT and its affiliated parties against any damage, compensation, liability, loss or claim arising out of any personal injury, death or property loss or damage occurring in or about the Premises or the Building during the Lease Term, regardless of when such claim is made, except to the extent arising from the willful misconduct or negligent acts or omissions of TENANT or its agents, employees, licensees, invitees and contractors.

25. **WAIVER OF SUBROGATION.** Notwithstanding anything in this Lease to the contrary, LANDLORD and TENANT hereby waive and release each other and their respective affiliated parties of and from any and all right of liability, recovery, claim, action or cause of action, against each other or their affiliated parties (or anyone claiming through or under them by way of subrogation or otherwise), for any damage, compensation, liability, loss or claim, regardless of cause or origin, including without limitation, negligence of LANDLORD or TENANT and their respective affiliated parties, to the extent coverable by property insurance (i.e. hazard and all risk insurance, fire and extended coverage property insurance or equivalent insurance). Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or waiver of claims shall not be operative in any case where the effect of the release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder.

26. **RELEASE.** TENANT agrees that LANDLORD and its affiliated parties shall not be liable to TENANT or its affiliated parties for, and TENANT hereby releases such parties from, any damage, compensation, liability, loss or claim from any cause, other than the gross negligence, unless waived, or willful misconduct of LANDLORD or its affiliated parties, relative to or arising from (i) loss or damage to TENANT personal property or trade fixtures TENANT is required to remove, (ii) any injury to person or damage to property on or about the Premises, (iii) any criminal act on or about the Premises or Building or (iv) interference with TENANT's business operations or loss of occupancy or use of the Premises arising from LANDLORD's performance of its maintenance and repair obligations under this Lease or from LANDLORD's right to access or enter the Premises under this Lease. TENANT acknowledges and agrees that LANDLORD has no duty or obligation to provide security for the Premises, Building or grounds and that its use and occupancy of the Premises and Building is at its sole risk.

27. **BANKRUPTCY.** If TENANT shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of TENANT shall be appointed by reason of TENANT's insolvency or inability to pay its debts, or if any assignment shall be made of TENANT's property for the benefit of creditors, then and in any of such event LANDLORD may at its option terminate this Lease and all rights of TENANT herein by giving to TENANT thirty (30) days' notice in writing of its election to terminate.

28. **DEFAULTS.** It shall be an event of default if:

- A. TENANT does not pay in full when due and without demand any and all installments of Basic Rent or expenses or any other charges or payments required of TENANT herein; or
- B. TENANT violates or fails to perform or otherwise breaches any agreement, term, covenant or condition herein contained; or
- C. TENANT vacates or abandons any portion of the Premises or fails to occupy the Premises for a period of more thirty (30) days or if substantially all of TENANT's assets in or on the Premises or TENANT's interest in this Lease is attached or levied upon under execution; or
- D. TENANT becomes insolvent or bankrupt in any sense or makes an assignment for the benefit of creditors or if petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against TENANT.

29. **REMEDIES.** Upon the occurrence of an event of default, LANDLORD shall have, among others, the following rights:

- A. to accelerate as due and payable the whole or any part of the Basic Rent for the entire balance of the Lease Term;

- B. to enter the Premises and without further demand or notice proceed to take possession of and sell any goods, chattels, trade fixtures and personal property there found;
- C. to levy the rent and TENANT shall pay all costs and expenses incurred by LANDLORD in so doing;
- D. to re-enter the Premises, together with all additions, alterations and improvements, and, at the option of LANDLORD, change locks, remove all persons and all or any property therefrom, by any suitable action or proceeding at law or equity and repossess and enjoy the Premises;
- E. to terminate Lease and/or to recover from TENANT all damages, losses, costs and expenses, including reasonable attorneys' fees, incurred by LANDLORD as a result of TENANT's default hereunder;
- F. TENANT shall indemnify and hold LANDLORD harmless from any and all claims, costs and expenses, including reasonable attorneys' fees, arising out of or relating to TENANT's use of the Premises and/or default hereunder.

30. **NON-WAIVER.** No waiver by LANDLORD of any breach by TENANT or any of TENANT's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreements or covenant, nor shall any forbearance by LANDLORD to seek a remedy for any breach by TENANT be a waiver by LANDLORD of any rights and remedies with respect to such or any subsequent breach. No right or remedy herein conferred on or reserved to LANDLORD is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

31. **NOTICES.** All notices, demands, consents and approvals given under this Lease shall be in writing. They shall be deemed to have been fully given to TENANT when personally delivered to TENANT (including delivery by messenger or courier with evidence of receipt) or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and addressed to TENANT at the address set out below, or after the date TENANT begins to conduct business in the Premises, at the Premises. They shall be deemed to have been fully given to LANDLORD when so deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and addressed to LANDLORD at the address set out below. Either party may by notice to the other designate a different place for such notices, demands, consents and approvals to be given to it.

LANDLORD
 Belisle Development, LLC
 12315 Heather Ave N
 Hugo, MN 55038

TENANT
 Mahtomedi Public School District
 1520 Mahtomedi Ave
 Mahtomedi, MN 55115

32. **BINDING EFFECT.** All provisions herein contained shall bind and inure to the benefit of the parties hereto and their respective successor or assigns.

33. **REPRESENTATION.** TENANT warrants that it has had no dealings with any broker or agent in connection with this Lease that would cause a commission to be paid by LANDLORD and shall indemnify and hold LANDLORD harmless from all claims by any broker or agent.

34. **ASSIGNMENT BY LANDLORD.** LANDLORD may sell, convey, assign, mortgage, lease or otherwise transfer in whole or in part, its rights and obligations under this Lease and in the Building and property. This Lease shall not be affected by such transfer and TENANT shall attorn to the transferee.

35. **SEVERABILITY.** If any term or provision of this Lease or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Lease and the application of such term or provision to other persons or circumstances shall not be affected and each term and provision of this Lease shall be valid and enforceable to the extent permitted by law.

36. **EFFECTIVE.** The submission of this Lease for TENANT's examination does not constitute an offer to lease or a reservation of or option for the Premises. The execution of this Lease by TENANT and submittal of it to LANDLORD shall constitute an offer by TENANT to lease the Premises on the terms and conditions of this Lease, which offer shall be irrevocable and remain open for acceptance by LANDLORD for thirty (30) days after receipt. Subject to any required approval by LANDLORD's lender(s), this Lease becomes effective and binding upon LANDLORD only upon the execution of it by LANDLORD and delivery of it to TENANT.

37. **CAPTIONS.** The captions in this Lease are for convenience only and are not part of this Lease.

38. **ENTIRE AGREEMENT AND TIME.** This Lease comprises the entire agreement between the parties hereto as to the subject matter hereof. No changes, revisions or modifications to this Lease except in a writing signed by all parties hereto. Time is of the essence for all terms contained herein.

39. **GOVERNING LAW.** This Lease shall be governed by and construed under the laws of the state of Minnesota.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

TENANT

LANDLORD

MAHTOMEDI PUBLIC
SCHOOL DISTRICT NO. 832

BELISLE DEVELOPMENT, LLC

By: _____

By: 

By: _____

By: _____

EXHIBIT A

Legal Description of the Premises

North 190 feet of the South 423 feet of the East 363 feet of the South Half of the Southeast Quarter of Section 36, Township 30, Range 22, Ramsey County, Minnesota.

