

**FIRST AMENDMENT OF LEASE**

THIS FIRST AMENDMENT OF LEASE made as of the 30<sup>th</sup> day of July, 2024 (“Effective Date”) by and among TECH VILLAGE, LLC (“Landlord”) and ISD 709 DULUTH PUBLIC SCHOOLS (the “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on or about October 18, 2021 (“Lease”) regarding the premises located at 11 East Superior Street, Duluth, Minnesota (the “Premises”). The Premises leased by Tenant consist of approximately 13,958 rentable square feet and 12,137 usable square feet, in a building commonly known as the Duluth Technology Village (“Leased Premises”).

WHEREAS, Tenant wishes to exercise one of its renewal options in the Lease and add six (6) additional parking spaces for its use.

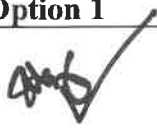
WHEREAS, Landlord and Tenant wish to enter into this First Amendment of Lease according to the terms set forth herein.

NOW, THEREFORE, the parties hereto agree to amend the Lease as of the Effective Date as follows:

1. **Option Period.** Section 6 of Basic Terms is hereby amended and replaced in its entirety as follows:

6. **Option Period.** The Tenant shall have the option to extend this Lease for three (3) additional two (2)-year periods, the terms of which are as set forth in the table below.

Repayment of the Tenant Improvement will expire at the end of the original term reducing the PSF rate by \$6.12. With the elimination of the Tenant Improvement payment, basic rent during the option period(s) shall increase annually by three percent (3%) annually as follows:

| <b>Option 1</b>   | <b>Months</b>           | <b>PSF</b> | <b>Monthly</b> | <b>Annual</b> |
|---|-------------------------|------------|----------------|---------------|
|  | 10/01/2024 – 09/30/2025 | \$23.88    | \$27,776.42    | \$333,317.04  |
|   | 10/01/2025 – 09/30/2026 | \$24.60    | \$28,613.90    | \$343,366.80  |
| <b>Option 2</b>   | <b>Months</b>           | <b>PSF</b> | <b>Monthly</b> | <b>Annual</b> |
|   | 10/01/2026 –            | \$25.33    | \$29,463.01    | \$353,556.14  |

|                 |               |   |            |                |               |
|-----------------|---------------|---|------------|----------------|---------------|
|                 | 09/30/2027    |   |            |                |               |
|                 | 10/01/2027    | – | \$26.09    | \$30,347.02    | \$364,164.22  |
|                 | 09/30/2028    |   |            |                |               |
| <b>Option 3</b> | <b>Months</b> |   | <b>PSF</b> | <b>Monthly</b> | <b>Annual</b> |
|                 | 10/01/2028    | – | \$26.87    | \$31,254.29    | \$375,051.46  |
|                 | 09/30/2029    |   |            |                |               |
|                 | 10/01/2029    | – | \$27.68    | \$32,196.45    | \$386,357.44  |
|                 | 09/30/2030    |   |            |                |               |

2. Exercise of Option. Tenant hereby exercises its first option to extend the Lease for two (2) years, commencing on October 1, 2024, according to the terms set forth in Section 6 of the Basic Terms of the Lease as amended herein.

3. Parking. Commencing on August 1, 2024, Section 15 of the Basic Terms of the Lease shall be amended and replaced in its entirety as follows:

15. **Parking.** Tenant shall have a total of thirty-one (31) surface parking spaces within the 1st & 1st Street lot for use by its employees, which will consist of the twenty-five (25) parking spaces Tenant had under the Lease and an additional six (6) parking spaces being added pursuant to this First Amendment of Lease. The cost for the twenty-five (25) original parking spaces is included in the gross rental rate. The cost for the six (6) additional spaces shall be separately billed at a rate of \$115 per month, per space (“Additional Parking Rate”). Landlord and Tenant agree that the Additional Parking Rate is a pass through of the costs charged to the Landlord by the City of Duluth. In the event the City of Duluth increases the Additional Parking Rate during the Renewal Term and any extension(s) thereof, Landlord shall give Tenant thirty (30) days prior written notice of such Additional Parking Rate change and thereafter, the Additional Parking Rate shall be adjusted to the verified Additional Parking Rate being charged to the Landlord by the City of Duluth. Parking spaces will be for regular daily employees housed in the Duluth Technology Village office. Landlord will not provide dedicated parking for Tenant's occasional employees or visitors.

4. Basic Rent – Cleaning. Commencing on October 1, 2024, Section 4 of Basic Terms of the Lease regarding the cost of Cleaning (“Cleaning Fee”) is hereby amended as follows:

|                 | <b>PSF</b> | <b>Monthly</b> | <b>Annually</b> |
|-----------------|------------|----------------|-----------------|
| <b>Cleaning</b> | \$2.91     | \$2,943.22     | \$35,318.67     |

Tenant shall have the option to hire out their own cleaning services in lieu of paying the Cleaning Fee at their sole option. If Tenant desires to hire out their own cleaning services, they

shall provide Landlord with thirty (30) days' notice of their intention prior to commencing Tenant's own cleaning service.

5. No Claims. Tenant acknowledges and agrees that Tenant has no unasserted claims, set offs or defenses regarding the Lease and Landlord's performance thereunder.

6. First Amendment Controls. Except as amended above, all terms and conditions of the original Lease is hereby incorporated and restated unless modified by this First Amendment. In the event of any inconsistencies between the Lease and this First Amendment, this First Amendment shall control. Outside of any inconsistencies, all other terms and conditions of the Lease shall remain in full force and effect.

7. Counterparts and Scanned Signatures. This First Amendment of Lease may be executed in one or more counterparts and scanned signatures shall be deemed as valid as an original.

*[Signature page to follow]*

*Signature page to First Amendment to Lease Agreement*

LANDLORD

**TECH VILLAGE, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT

**INDEPENDENT SCHOOL DISTRICT NO. 709**

\_\_\_\_\_  
By: *Simone Zurich*  
Its: *Exec. Dir. Business Services*