

SUBLEASE AGREEMENT

This Sublease Agreement is made and entered into by Bismarck State College (LANDLORD), which leases the premises from the owner, BDJ Partnership, and North Dakota University System, Bismarck, North Dakota (TENANT).

1. SUBLEASE OF THE PREMISES

The LANDLORD, in consideration of the rent to be paid and the covenants to be performed by TENANT, hereby subleases to TENANT the following described premises situated in the City of Bismarck, County of Burleigh, and the State of North Dakota:

That part of the 2nd floor of the Meadowlark office building located at 1700 Schafer Street, consisting of 660 square feet of space occupied by TENANT and an additional 482 square feet of common space shared with other TENANTS, for a total of 1,142 square feet as is described and shown on the attached Exhibit A.

2. TERM OF SUBLEASE

The term of this sublease shall be for a period commencing on the 1st day of July 2021 and terminating on the 30th day of June 2023 for all identified leased space.

3. RENTAL PAYMENTS

LANDLORD agrees to waive the rent for the premises, consisting of 1,142 square feet of space. TENANT agrees to pay \$17.00 per telephone and fax line being utilized by TENANT, billed and due monthly.

4. LANDLORD'S OBLIGATIONS LANDLORD agrees:

- a) That if other portions of the building are leased to other parties that LANDLORD shall not permit any activity to be conducted in other portions of the building that will materially interfere with TENANT's use and enjoyment of the leased premises.
- b) That TENANT may install items that are deemed necessary by TENANT for maximum and optimum utilization of the subject premises. TENANT may, on termination of this lease or any renewal or extension thereof or at any time during the continuance thereof, remove from the premises all fixtures and other equipment TENANT may have installed at its own expense in said premises or otherwise acquired, and which are owned by TENANT; provided that such removal must be completed by termination of this lease or any renewal or extension thereof. TENANT agrees to repair any damages that may be done to the leased premises resulting from the removal of said items, if any.
- c) That TENANT may place decorations, wall hangings, signs, and directories upon entrance doors, in hallways leading to its leased premises, or doors within such premises and on walls thereof.
- d) To provide janitorial services for space that is leased.
- e) To provide monthly telephone service for space that is leased.
- f) To pay electric and natural gas for premises leased.
- g) To keep walkways and parking areas of the premises free of accumulations of snow and to cut grass and care for the landscaped area.

h) To handle the day-to-day management of the building and grounds.

5. TENANT'S OBLIGATIONS. TENANT agrees:

- a) To keep the leased premises in a clean and healthful condition, and to maintain the interior of the leased premises in such repair the same as at the commencement of the term or as it may be put by the LANDLORD during the continuance thereof, except for reasonable use and wear, and damage by fire unavoidable casualty.
- b) Not to make any unlawful, improper, or offensive use of the premises, and to observe all the laws of the State of North Dakota and the ordinances of the City of Bismarck in force from time to time relating to the lease premises or the use thereof.
- c) To permit the LANDLORD at all reasonable times to enter upon and examine the premises and to make necessary repairs for the protection of the premises.
- d) To surrender the leased premises to LANDLORD at the expiration of the term in as good condition and repairs as the same were in when the term began, reasonable wear and tear and damage by fire or other unavoidable casualty excepted. Also, if in default of payment of any rent due or for failure to perform any of the terms or conditions of this lease, then to surrender the premises upon demand made by LANDLORD. Upon expiration of the term of this lease, TENANT grants to LANDLORD the right of reentry to said premises.
- e) To maintain and assume responsibility for all office equipment, furniture, and fixtures installed by TENANT at its own expense.

6. TERMINATION OF SUBLEASE

During the term of this sublease or any renewal or extension thereof, TENANT may terminate this sublease in (60) days written notice to the LANDLORD if the LANDLORD fails to comply with any of its obligations under this sublease, or if TENANT determines it must relocate to comply with Americans with Disabilities Act of 1990 or any rules adopted there under or with any other state or federal law or rules.

7. RENT PAYMENT

Rent shall not be payable during the term of this sublease. Upon renewal or extension at the address of the LANDLORD set out in this sublease, funding shall be negotiated based on square footage utilized unless the TENANT notifies otherwise in writing to the LANDLORD to vacate the premise. Whenever the term "written notice" or "in writing" is used in this lease, mailing of the notice shall be certified mail sent to:

Attn: Rebecca Collins
Bismarck State College
1200 Schafer Street
Bismarck, ND 58501

8. MERGER

This sublease is the entire agreement between the parties, and no modification of this lease shall be binding unless evidenced by written agreement signed by the parties.

9. TERMINATION OF SUBLEASE IN THE EVENT OF DESTRUCTION OF PREMISES

It is agreed that in the event the leased premises are destroyed or damaged by fire or elements to the extent they become untenable, then this sublease shall immediately terminate, unless the LANDLORD, within twenty (20) days of the happening of such event, gives written notice of intention to restore the building and shall fully restore such premises within a reasonable time thereafter. During the term between destruction and restoration of the premises, rent shall not be due.

10. HOLDING OVER

If TENANT remains in possession of the premises after the sublease expires, and the LANDLORD accepts rent from it, the lease shall be deemed renewed month to month.

11. SEVERABILITY

The parties agree that if any term or provision of this sublease is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligation of the Parties shall be construed and enforced as if the sublease did not contain the particular term or provision held to be invalid.

12. APPLICABLE LAW

This sublease shall be governed by and construed in accordance with the laws of the State of North Dakota.

13. BINDING EFFECT OF SUBLEASE

This sublease can be assigned or underlet by TENANT with the written agreement of LANDLORD. This sublease shall not terminate by reason of any sale of the premises by the owner to third parties but shall continue throughout the entire term.

14. INDEMNITY AND INSURANCE

Each party is responsible for its own acts and agrees to assume its own liability for those acts and consequences. The liability of the state of North Dakota and its agencies and institutions is governed by North Dakota law, including N.D.C.C. ch. 32-12.2, and each party has liability insurance and property coverage as provided by state law.

LANDLORD BISMARCK STATE COLLEGE

By: Rebecca Collins Date: 5/28/21

Vice President for Operations/Chief Financial Officer

TENANT NORTH DAKOTA UNIVERSITY SYSTEM

By: [Signature] Date: 6-2-2021
Title: Chancellor

Second Sublease Agreement
BSC and NDUS

EXHIBIT A

Meadowlark Building
1700 Schafer Street
Bismarck, ND 58505

ND University System subleased space:

Room	Occupied Space
220	190
222	190
224	150
Reception B	130
Common Area Allocation	482
Total Space	1,142

(1) Common area is allocated per floor and is based on total square feet of space occupied by the NDUS divided by total space times total common area space.