

GROUND LEASE

THIS GROUND LEASE ("Lease") effective as of _____, is made and entered into by and between ST. OLAF COLLEGE, a Minnesota non-profit corporation ("Lessor") and BENEDICTINE LIVING COMMUNITY OF NORTHFIELD LLC, a Minnesota non-profit limited liability company ("Lessee").

Lessor and Lessee, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agree as follows:

Article I

Demised Premises

1. Lessor's Demise. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by Lessee of the covenants and agreements, to be kept and performed by Lessee, Lessor does lease, let, and demise to Lessee and Lessee hereby leases from Lessor, the premises, situate, lying, and being in Dakota County, State of Minnesota, legally described on Exhibit A attached hereto and incorporated herein ("Demised Premises"), together with certain easements, if any, for the benefit of the Demised Premises, and all other rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Demised Premises. A depiction showing the location of the Demised Premises is attached hereto as Exhibit A-1 and incorporated herein.

2. Conditions. Lessee leases the Demised Premises subject to the following:

- a. Building and zoning codes and ordinances of the City of Northfield, the County of Dakota, State of Minnesota, and any other governmental body now existing or which may hereafter exist during the life of this Lease having jurisdiction over the Demised Premises;
- b. Any questions of survey, Lessee having satisfied itself as to the boundary lines and contents of the Demised Premises as well as with the sufficiency of Lessor's present title;
- c. Lessee's proper performance of all the terms and conditions contained in this Lease;
- d. Terms and provisions of that certain Development Agreement (the "Development Agreement") between Lessee and the City of Northfield, dated February 13, 2018;
- e. Terms and provisions of that certain Ground Lease (the "City Lease") between Lessor and the City of Northfield (the "City") dated November 17, 1999, as amended by a First Amendment dated January 16, 2018, as further amended by a Second Amendment dated _____, and

as further amended by a Third Amendment dated _____.

- f. Terms and provisions of the Agreement to Use Sewer and Stormwater Lines dated _____, 2018.
- g. Terms and provisions of the Agreement to Use and Maintain Hospital Drive dated _____, 2018.
- h. Terms and provisions of the Declaration of Covenants and Agreement For Maintenance of Stormwater Facilities dated _____, 2018;

Article II

Term

1. Term. The term of this Lease shall be ninety-nine (99) years (the "Term"). The term shall commence upon the earlier to occur of: (a) the date of actual and visible beginning of improvements to the Demised Premises by the Lessee, or (b) August 1, 2018 (the "Commencement Date"). The Term shall expire on July 31, 2117, unless terminated sooner as provided herein.

Article III

Rent

1. Annual Base Rent. Lessee shall pay Lessor base rent in annual installments in advance on the Commencement Date and on each anniversary of the Commencement Date in each year during the term of this Lease as follows:

Years:	Annual base rent:
Year 1 through 5	\$36,000
Year 6 through 10	\$36,000 x 1.10
Year 11 through 15	The annual base rent for Year 6 through 10 x 1.10
Year 16 through 20	The annual base rent for Year 11 through 15 x 1.10
Year 21 through 25	The annual base rent for Year 16 through 20 x 1.10
Year 26 through 30	The annual base rent for Year 21 through 25 x 1.10
Year 31 through 35	The annual base rent for Year 26 through 30 x 1.10
Year 36 through 40	The annual base rent for Year 31 through 35 x 1.10
Year 41 through 45	The annual base rent for Year 36 through 40 x 1.10

Thereafter annual base rent will continue to be adjusted each five years on the same basis.

In the event the term of this Lease commences prior to August 1, 2018 and therefore Year 99 ends prior to July 31, 2117, the Lessee shall pay Lessor base rent from the end of Year 99 through July 31, 2117 based on the daily prorated amount of the annual base rent in effect on the last day of Year 99. This payment shall be due in full on the last day of Year 99.

2. Place of Payment. Rent shall be payable at such place as Lessor may specify, in writing, from time to time.

3. Net Lease. All rent shall be absolutely net to Lessor, so that except as in this Lease expressly provided to the contrary, this Lease shall yield net to Lessor the rent, to be paid each year during the term of this Lease. Accordingly, except as otherwise provided in this Lease, Lessee shall pay, as additional rent, all costs, expenses, and obligations of every kind or nature, relating to the Demised Premises, or any improvements thereof, which may arise or become due during the term of this Lease, and shall indemnify and hold harmless Lessor from and against the same. Nothing in this Lease shall be deemed to require Lessee to pay or discharge any liens or mortgages of any character which may later be placed upon the Demised Premises by Lessor's affirmative acts. However, Lessee shall pay and discharge all other temporary and permanent mortgages referred to in Article XIII hereof.

Article IV

Use and Related Covenants and Restrictions

1. Permitted Uses. Lessee may use the Demised Premises solely for a senior living complex, which may include, without limitation, independent senior living, assisted living, nursing home and memory care facilities, and purposes ancillary thereto (the "Permitted Use"). If Lessee reasonably determines that market or other conditions make it impractical to use the Demised Premises for the Permitted Use, then Lessee may change the use with Lessor's consent (which will not be unreasonably withheld, conditioned or delayed).

2. Prohibited Uses. Lessee may not use the Demised Premises for the following uses: hospital, medical and dental offices or clinics, medical office building, urgent care center, pharmacy, medical imaging center, outpatient ambulatory surgery, laboratory or other healthcare or healthcare related use without the consent of the Lessor and the Northfield Hospital, provided, however, that nothing in this Lease prohibits Lessee from providing customary services to its residents as a part of conducting a use permitted pursuant to Article IV, Section 1.

3. Commencement and Completion of Development. The following terms shall apply to the commencement and completion of Lessee's senior living complex:

3.1 Parcel 1. Lessee shall commence development of its senior living complex [as evidenced by a City approved and issued building permit for the senior living complex] no later than August 1, 2018 and shall complete the senior living complex by no later than December 31, 2020. If Lessee does not commence development or complete development of the senior living complex by the dates provided, Lessor may, with the consent of City, at its option, provide an extension for good cause shown by the Lessee, and if an extension is granted, such extension (i) shall be to a date certain, and (ii) may be conditioned by Lessor, as directed by City, to protect

the public interest. If Lessee terminates Lessee's development rights with respect to the Demised Premises for any reason or fails to commence development of the senior living complex on the Demised Premises on or before August 1, 2018, Lessor may terminate this Lease and the City may recapture Parcel 1 as part of the demised premises under the City Lease by further amendment of the City Lease, in which event, the City shall have the right to develop and use the recaptured Parcel 1 in accordance with the City Lease. If Lessee fails to complete the senior living complex on the Demised Premises on or before December 31, 2020, or, if an extension has been granted by Lessor, on or before the extended date, City shall be entitled to liquidated damages in the amount of \$250.00 per day until the senior living complex is completed. Lessee shall be deemed to have completed its senior living complex when construction of the senior living complex has reached a point that the senior living complex can be lawfully occupied for its intended purpose and has received a Certificate of Occupancy from the City of Northfield.

3.2 Parcel 2. Assuming that Lessee exercises its right to enter into a lease with respect to Parcel 2 pursuant to Article XXI, Lessee shall commence development of the second senior living complex [as evidenced by a City approved and issued building permit for the senior living complex] by no later than December 31, 2026. If Lessee does not commence development of the second senior living complex by the date provided, Lessor may, at its option and with the consent of the City, provide an extension for good cause shown by the Lessee, and if an extension is granted, such extension (i) shall be to a date certain, and (ii) may be conditioned by Lessor and the City to protect the public interest. If Lessee or Lessor terminates Lessee's development rights with respect to Parcel 2 for any reason or Lessee fails to commence development of the senior living complex on Parcel 2 on or before December 31, 2026 or, if an extension has been granted, on or before the extended date, Lessor may terminate this Lease with respect to Parcel 2 and the City may recapture Parcel 2 as part of the demised premises under the City Lease by further amendment of the City Lease, in which event, the City shall have the right to develop and use the recaptured Parcel 2 in accordance with the City Lease.

4. City and Hospital Development Standards. Any development on the Demised Premises shall be developed, maintained and used in a manner that is consistent in design and quality with the Northfield Hospital development on the City's premises (the "City Premises") pursuant to the City Lease as of the date of this Lease and shall comply with such performance standards and requirements as are applicable under Northfield City Code as the same may be amended from time to time.

5. Construction Activities. Development and construction work on the Demised Premises, including initial construction and any subsequent repairs, renovations or additions, shall be performed in a manner that will not interfere with the access to or use of the City's Premises, including the public roads to provide access to the City Premises. Such public access roads shall be maintained in good condition and repair during construction by Lessee and shall be restored to pre-construction condition or better by Lessee at Lessee's cost to the satisfaction of the City Engineer, when construction is complete. Lessee shall not have the right to use the existing private access drive within the Northfield Hospital & Clinics parcel for construction or permanent access without the written consent of City, which City may grant, condition, or deny in its sole discretion.

6. Development Cost. Lessee shall be responsible for all development costs of every kind and nature whatsoever including, without limitation, building permit and inspection fees, utility connection fees, sewer and water access fees, assessments related to Lessee's improvements, and all of Lessee's design and construction costs.

Article V

Payment of Taxes and Utilities

1. Lessee's Obligations.

- a. Lessor and Lessee acknowledge that the Demised Premises constitutes a portion of a larger parcel of property legally described as Outlot A, St. Olaf College North Avenue Development, according to the recorded plat thereof, Dakota County, Minnesota ("Outlot A"). Outlot A is one parcel for property tax purposes. As of the effective date of this Lease, the improvements to be made by Lessee to the Demised Premises are the only immediately planned improvements on Outlot A, and the remainder of Outlot A is bare land. As a result of the Lessee's planned improvements to the Demised Premises, it is anticipated that the real estate taxes on Outlot A will increase substantially. Therefore, Lessee agrees that so long as there are no other improvements on Outlot A (other than the anticipated improvements on the Demised Premises) which affect the property tax value of Outlot A, Lessee shall be responsible for all of the property taxes and assessments due and payable on Outlot A. In the event other improvements are constructed on Outlot A which affects the property tax value of Outlot A, then the Lessor and Lessee shall mutually select a licensed appraiser who shall determine the value of: (i) the Lessee's improvements on Outlot A, and (ii) any other party's improvements on Outlot A. The property taxes and assessments payable on Outlot A shall then be divided between the Lessee and the other parties with improvements on Outlot A based on the relative value of the improvements as determined by the appraiser. In the event the Lessor and Lessee fail to mutually agree upon an appraiser, the Lessor shall select one appraiser, the Lessee shall one appraiser, and the values shall be the average of the two appraisals. Any such appraiser shall be a licensed appraiser knowledgeable in the value of senior living facilities in the Dakota County and Rice County areas.
- b. Except as otherwise provided in Section 6 of this Article and in addition to Lessee's obligations set forth in paragraph a. above, Lessee shall pay, as additional rent, before any fine, penalty, interest, or cost may be added, become due, or be imposed for nonpayment thereof, the following: all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for water, electricity, lights, heat, gas, steam, power and other utilities furnished to the Demised Premises whether by public or private

suppliers including Lessor, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Demised Premises, or any improvements, thereon, or any part thereof or any appurtenance thereto, or otherwise arising out of the rent and income received by Lessee from subleases, any use or occupation of the Demised Premises, and such franchises as may be appurtenant to the use of the Demised Premises, or any document (to which Lessee is a party) creating or transferring an interest or estate in the Demised Premises. Notwithstanding the foregoing, any "green acres" deferred real estate taxes assessed against the Demised Premises but which are attributable to periods prior to the term of this Lease shall be the obligation of Lessor.

2. Obligations Altered. Nothing herein shall require Lessee to pay municipal, state, or federal income taxes assessed against Lessor, Lessor's municipal, state, or federal capital levy, estate, succession, inheritance, transfer, excess profits or revenue taxes, or franchise taxes imposed upon any owner of the fee of the Demised Premises. However, if at any time during the term of this Lease the methods of taxation prevailing at the commencement of the term of this Lease are altered so as to cause the whole or any part of the taxes, assessments, levies, impositions, or charges now levied, assessed and imposed against the Demised Premises and/or the improvements located thereof, to be imposed wholly or partially as a capital levy, or otherwise, on the rents received therefrom, or if any tax, corporation franchise tax, assessments, levy (including, but not limited to any municipal, state, or federal levy), imposition or charge, or any part thereof, are measured by or based in whole or in part upon the Demised Premises and/or the improvements located thereof and is imposed upon Lessor, then all such taxes, assessments, levies, impositions, or charges, or the part thereof so measured or based, shall be paid and discharged by Lessee.

3. Mode of Payment. Lessee shall pay the taxes and other charges Lessee has agreed to pay in this Article directly to the applicable taxing authority or utility company and, upon written request by Lessor in such instance, deliver to Lessor official receipts evidencing payment by the later of (i) the date thirty (30) days after written request by Lessor, or (ii) the date the tax or other charge itself would become delinquent in accordance with the then applicable law or contract governing such payments. If, however, Lessee desires to contest the validity of any tax, tax claim or other charge which if not paid would be a lien against the Demised Premises and/or the improvements thereof, it may do so without being in default hereunder, provided it gives Lessor written notice of its intention to contest the tax, tax claim or charge, and pays to the proper taxing authority or utility provider, as applicable, the amount of such taxes or charge required by law to be paid to contest such tax, tax claim or charge. The payment of any special assessments will be spread over the longest period possible unless Lessee agrees to a shorter period.

4. Lessee's Default. If Lessee fails, refuses, or neglects to make any payment Lessee has agreed to pay in this Article, Lessor may do so. In that event, Lessee shall, upon Lessor's demand, repay to it the amounts so paid, including reasonable attorneys' fees and all other expenses reasonably incurred because of or in connection with the payments, together with interest thereon from the date of payment by Lessor at the Default Rate specified herein. Lessor may collect or enforce any payment in the same manner as though it were an installment of rent specifically required by the terms of the Lease to be paid by Lessee, on the day when Lessor demands repayment of or reimbursement therefore. However, Lessor's election to make a payment shall not waive Lessee's default.

5. Proration. Notwithstanding the above, the taxes and other charges due and payable in the first and last calendar years of this Lease shall be prorated proportionately between Lessor and Lessee based upon the days during each such calendar year that the Lease is in effect.

6. Tax Exempt Status. Lessor makes no representation that the Demised Premises or any part thereof will qualify for real estate tax exemption during the term of this Lease or any part thereof and this Lease is not conditioned on any real estate tax exemption being available to the Demised Premises and the improvements hereafter located thereon. Lessee shall be responsible for securing and maintaining any real estate tax exemption on the Demised Premises and the improvements located thereon to which they may be at any time or from time to time qualify. Lessor shall execute such applications or other documents reasonably required of the fee owner by Lessee in seeking any real estate tax exemption for the Demised Premises.

7. Development Related Special Assessments and Other Charges. It is anticipated that Lessee's development of the Demised Premises will involve sewer and water construction charges ("SAC/WAC charges"). Lessee shall be responsible for all SAC/WAC charges and/or associated assessments applicable to the Demised Premises.

Except as specifically set forth above, Lessee shall not seek or accept public financing in connection with or related to the development of the Demised Premises in the form of special assessments, tax increment financing or otherwise which obligates Lessor for its repayment or subjects Lessor's fee interest in the Demised Premises, to liens, assessments or deferred charges in connection therewith. If requested by Lessor, Lessee will cooperate in opposing such public financing. The foregoing shall not limit Lessee in seeking or accepting private or public financing including, without limitation, a Leasehold Mortgage for the development of the Demised Premises which only obligates Lessee for its repayment and/or only subjects Lessee's interest in the Demised Premises to liens, assessments or deferred charges.

Article VI

Ownership of Improvements

1. While Lease is in Effect. Lessee shall at all times during the term of this Lease have title to all buildings, other improvements and fixtures (collectively, "Improvements") which the Lessee hereafter makes or installs on the Demised Premises.

2. At End of Lease. Upon the expiration, termination or forfeiture of this Lease by any cause whatsoever, title to all Improvements then located on the Demised Premises shall automatically vest in and be the sole and absolute property of Lessor. In the event Lessee exercises its option to purchase the Demised Premises pursuant to Article XXII, this Article VI Section 2 shall not apply and title to all Improvements located on the Demised Premises shall vest in and be the sole and absolute property of Lessee.

ARTICLE VII

Prohibition Against Certain Liens

1. No Lien. Lessee shall not permit any mechanics' or material suppliers' liens or other lien of any kind to be filed against the Demised Premises except for Leasehold Mortgages contemplated by Article XIII of this Lease and real estate taxes and special assessments not yet due and payable. Lessee shall give Lessor not less than thirty (30) day prior written notice before commencement of any activity or series of related activities costing in excess of one hundred thousand dollars (\$100,000) (subject to adjustment as provided in Article XXIII, Section 19) which would give rise to lien rights. Lessor shall have the right to post the Demised Premises purchased with notices of non-responsibility for Lessee's improvements.

2. Release or Security for Payment of Liens. If any lien other than Leasehold Mortgages contemplated by Article XIII of this Lease or real estate taxes and special assessments not yet due and payable is claimed or filed against the Demised Premises, Lessee shall cause the Demised Premises to be released from the claim within ninety (90) days after the claim has been filed, either by paying to the court the amount necessary to relieve and release the Demised Premises from the claim, or in any other manner which, as a matter of law, will result, within the ninety (90) day period, in releasing the Demised Premises from the claim; provided, however, Lessee may contest such lien without causing the Demised Premises to be released if Lessee, during said ninety (90) day period, shall post with Lessor cash, a bond, a letter of credit or other security acceptable to Lessor in an amount equal to at least 125% of the amount of the lien claim to insure payment thereof and to prevent any foreclosure or forfeiture of the Demised Premises by reason of such non-payment. Upon final determination of such lien action, Lessee shall immediately pay any judgment rendered.

Article VIII

Release/Indemnification

1. Release of Lessor. Except as provided in Section 3 of this Article VIII, Lessor, its agents, employees and servants shall not be liable, and Lessee waives all claims for damage to property and business sustained during the term of this Lease by Lessee occurring in or about the Demised Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Demised Premises, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrences or act or omission of Lessor, its agents, employees or any other person.

2. Indemnification by Lessee. Lessee agrees to indemnify and hold Lessor harmless against and from any and all claims, loss, damage and expense (collectively, "Claims") by or on behalf of any person or entity arising out of the development, use or occupancy of the Demised Premises by Lessee or any person or entity claiming by, through or under Lessee, any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease or arising from any act or negligence or willful misconduct on the part of Lessee, any person or entity claiming by, through or under Lessee or its or their agents, contractors, employees or invitees, occurring during the term of this Lease or any extension thereof, in or about the Demised Premises, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any Claim or action or proceeding brought thereon against Lessor. If it becomes necessary for Lessor to defend any action seeking to impose any such liability, Lessee will pay Lessor all costs of court and reasonable attorneys' fees incurred by Lessor in effecting such defense in addition to all other sums that Lessor may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such Claim is asserted, or, at Lessor's election and at Lessee's sole expense, Lessee shall supply the defense for Lessor, utilizing counsel reasonably satisfactory to Lessor.

3. Indemnification by Lessor. Lessor agrees to indemnify and hold Lessee harmless against and from any and all Claims by or on behalf of any person or entity (i) arising out of any breach or default on the part of Lessor in the performance or any covenant or agreement to be performed by Lessor pursuant to this Lease; or (ii) arising from any act or negligence or willful misconduct of the part of Lessor, any person or entity claiming by, through or under Lessor or its or their agents, contractors, employees or invitees, occurring during the term of this Lease or any extension thereof, in or about the Demised Premises; and (iii) from and against all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any Claim or action or proceeding brought against Lessee with respect to a matter described in clause (i) or (ii) of this Section 3. If it becomes necessary for Lessee to defend any action seeking to impose any such liability, Lessor will pay Lessee all costs of court and reasonable attorneys' fees incurred by Lessee in effecting such defense, in addition to all other sums that Lessee may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such Claim is asserted, or, at Lessee's election and at Lessor's sole expense, Lessor shall supply the defense for Lessee utilizing counsel reasonably satisfactory to Lessee.

Article IX

Insurance

1. Liability Insurance. Lessee, at all times during the term of this Lease, at its sole cost and expense, shall procure and maintain in force and effect a commercial general liability policy or policies issued by an insurance carrier reasonably approved by Lessor, insuring against injury or death to persons and loss or damage to property occurring from any cause whatsoever in, upon or about the Demised Premises. Such liability insurance shall be in an amount as then generally being maintained by owners or operators of properties of similar use in Minneapolis/St. Paul metropolitan areas, but in all events not less than One Million and no/100ths Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million and no/100ths Dollars

(\$3,000,000.00) aggregate, together with One Million and no/100ths Dollars (\$1,000,000.00) in umbrella coverage.

2. Lessee's Casualty Insurance. Lessee at all times during the term of this Lease, at its sole cost and expense, shall keep insured any and all Improvements now or hereafter located upon the Demised Premises against all loss or damage by fire and other casualties covered, from time to time, by a special forms peril insurance policy or equivalent. The amount of insurance shall at all times be in the amount not less than ninety percent (90%) of the full insurable value thereof on a replacement cost basis, with a deductible not to exceed Twenty-Five Thousand Dollars (\$25,000.00) subject to adjustment as provided in Article XXIII, Section 19. All of the insurance policies shall include Lessor as one of the insured parties and shall protect both Lessor and Lessee, as their respective interests may appear. Upon the request of Lessor from time to time, but not more often than once during any three (3) year period, Lessee at its sole cost, shall cause an appraisal or evaluation to be performed to establish the replacement cost of the Improvements. In addition, Lessee at all times during the term of this Lease, at its sole cost and expense, shall keep insured any of its personal property which may be now or hereafter located upon the Demised Premises against such losses and in such amount as it may deem appropriate from time to time.

3. Payment of Insurance Premiums. Lessee shall pay when due premiums for all of the insurance policies it is required to carry under the terms of this Lease, and shall deliver to Lessor evidence of such payment promptly after written request by Lessor. Lessee shall deliver to Lessor copies of the originals of all policies of insurance required of Lessee under this Lease prior to the Commencement Date of this Lease and shall cause renewals of expiring policies to be written and copies to be delivered to Lessor at least fifteen (15) days before expiration dates of then current policies.

4. Waiver of Subrogation. Notwithstanding any other provision of this Lease, Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard coverable at the time of loss or damage by a standard special forms peril insurance policy, whether or not the loss or damage results from the negligence of the Lessor, the Lessee or their agents or employees, and Lessor and Lessee waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. Lessee will use reasonable efforts to obtain policies of insurance which provide that this release will not adversely affect the rights of the insured under the policies. The release in this Section 4 will be effective whether or not the loss or damage is actually covered by insurance.

5. Acceptable Insurance Companies. All policies of insurance required to be maintained by Lessee under this Lease shall be issued by companies having a rating of "A" or better from A.M. Best insurance rating service, or otherwise be reasonably acceptable to Lessor. If A.M. Best ceases to rate insurance companies, Lessor shall have the right to select a substitute rating service and comparable minimum rating, which service and minimum rating shall be subject to the approval of Lessee, which approval will not be unreasonably withheld or delayed. Lessor agrees that Benedictine Health System Insurance Services SPC, Ltd., is an acceptable issuer.

Article X

Casualty

1. Removal of Damaged Improvements. If any of the Improvements are damages or destroyed, Lessee shall give written notice thereof to Lessor generally describing the nature and extent of such damage, and shall at Lessee's expense promptly remove any rubble and any damaged Improvements which are not to be immediately repaired or restored and cause the portion of the Demised Premises formerly occupied by the damaged Improvements to be returned to a safe condition.

2. Restoration/Use of Proceeds. Lessee shall not be required to restore any Improvements which are damaged or destroyed. However, Lessee may, at its sole cost and expense cause the damaged Improvements to be repaired and restored or construct other alternative improvements desired by Lessee, so long as the improvements are consistent with the permitted uses of the Demised Premises described in Article IV and are in compliance with all other terms of this Lease. Lessee shall comply with Article XIV in connection with any repair, restoration or new construction. All proceeds from the casualty insurance policies required to be maintained by Lessee pursuant to this Lease ("Proceeds") shall be paid to Lessee. If Lessee elects to restore or elects to consult alternative Improvements, Lessee shall effect such restoration or construction of alternate Improvements whether or not the Proceeds are sufficient to pay the entire cost thereof.

3. Lessee's Election Not to Restore. If more than fifty percent (50%) by area of Improvements located on the Demised Premises shall be destroyed or damaged by fire or other casualty, and Lessee elects not to repair, restore or construct other Improvements pursuant to Article XIV of this Lease, Lessee may terminate this Lease by giving Lessor written notice thereof within one hundred eighty (180) days after the date of any casualty, in which event Lessee, at its sole cost and expense, shall complete the work required under Section 1 of this Article to the reasonable satisfaction of Lessor within six (6) months after giving Lessor written notice terminating this Lease, and upon completion of such work this Lease shall terminate.

4. Lessor's Election to Terminate. If more than fifty percent (50%) of the Improvements located on the Demised Premises shall be destroyed or damaged by fire or other casualty and the unexpired portion of the term of this Lease shall be three (3) years or less at the date of the damage, Lessor at its option may terminate this Lease by giving Lessee written notice thereof within sixty (60) days after the date Lessee notifies Lessor in writing of such casualty, in which event Lessee, at its sole cost and expense, shall complete the work required under Section 1 of this Article to the reasonable satisfaction of Lessor within six (6) months after Lessor gives Lessee written notice terminating this Lease, and upon completion of such work this Lease shall terminate.

5. Distribution of Proceeds. If this Lease is terminated under Section 3 or 4 of this Article, the Proceeds of Lessee's casualty insurance shall be distributed as follows: (a) first, to pay the principal, accrued interest, prepayment premiums, and other amounts due, if any, on any leasehold mortgage; (b) second, to pay for or to reimburse Lessee for the work performed under

Section 1 of this Article; (c) third, to pay the Lessee (after deducting the amount of the payments of Proceeds in (a) and (b) above) the fair market value of the Improvements immediately prior to the casualty; and (d) fourth, to pay the balance (if any) to Lessor. If the parties cannot agree on the fair market value of the Improvements within six (6) months after written notice terminating this Lease under Section 3 or 4 of this Article, the fair market value of the Improvements shall, by appropriate proceedings, be determined by the Dakota County District Court.

Article XI

Assignment and Subletting

1. Prohibition on Assignment, Etc. Except as otherwise expressly provided in this Article XI or with respect to the foreclosure of mortgages as provided in Article XIII, no portion of the Demised Premises or of Lessee's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, by operation of law or act of Lessee, without Lessor's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Any attempted transfer without such consent shall be voidable and shall, at Lessor's option, constitute a non-curable breach of this Lease. In making its determination whether to withhold or condition its consent, Lessor may, among other reasonable criteria, consider whether such person or entity (i) will confirm in writing that it will continue using the Demised Premises for the Permitted Use and (ii) whether such person or entity (a) itself or by and through its management agent, demonstrated experience successfully operating facilities of similar size, age, and use and (b) has the financial wherewithal to assume and perform all of the obligations of the Lessee under this Lease including, without limitation, using the Demised Premises for the Permitted Use. In addition, Lessor will not unreasonably withhold, condition or delay its consent to an assignment, sublease, or transfer to a Permitted Assignee, as defined hereafter. A "Permitted Assignee" shall mean an entity which is either (a) a "government agency" within the meaning of Code Section 42(i)(7)(A), or (b) a qualified nonprofit organization as defined in Code Sections 42(i)(7)(A) and 42(h)(5)(C) (a "Qualified Nonprofit Organization") or (c) an entity owned by Lessee, Benedictine Health System, or an affiliate of Lessee or Benedictine Health System. Lessee shall give Lessor not less than ten (10) days' prior written notice of any assignment which it intends to make pursuant to this Lease. Concurrently with executing an assignment of its rights under this Lease, Lessee shall cause its assignee to execute an assignment and assumption agreement wherein the assignee assumes and agrees to perform the rights and obligations of Lessee. The requirements of this Section do not apply to the foreclosure of a Leasehold Mortgage.

2. Right of First Refusal. If, Lessee receives a bona fide third party offer (a "Third Party Offer") in writing to purchase the Leasehold Estate and Lessee desires to accept the Third Party Offer, then Lessee shall promptly give Lessor written notice (the "Option Notice") of the Third Party Offer. The Option Notice shall include a complete and legible copy of the Third Party Offer. Lessor shall have 10 business days after delivery of the Option Notice and Third Party Offer to elect to purchase the Leasehold Estate on the same terms as are set forth in the Third Party Offer by delivering written notice (the "Acceptance Notice") to Lessee of Lessor's election. If Lessor provides an Acceptance Notice, then Lessor shall be deemed to have entered into an enforceable agreement to purchase the Leasehold Estate. To be effective, the Acceptance

Notice must also include cash or certified funds, payable to Lessee or to the holder of funds identified in the Third Party Offer, in the full amount of any earnest money deposit to be posted pursuant to the Third Party Offer.

2.1 Continuing Right of First Refusal. If Lessor does not elect to exercise its right of first refusal and Lessee fails to close the purchase and sale contemplated by the Third Party Offer, the right of first refusal shall remain in full force and effect.

2.2 Amendments to the Third Party Offer. If Lessor does not elect to exercise its right of first refusal and Lessee and the third party buyer thereafter substantially amend the terms or conditions of the Third Party Offer, Lessee shall re-offer the Third Party Offer as amended to Lessor pursuant to Section 2. Without limitation, the following are not substantial amendments: (i) an extension of time for due diligence, closing or any other matter, (ii) price reductions or concessions that do not, in the aggregate, effectively decrease the purchase price by 5% or less, (iii) any increase in the purchase price, (iv) any addition to the buyer's obligations, or (v) any assignment to an entity owned or controlled by the buyer identified in the Third Party Offer.

2.3 Termination or Cancellation After Lessor Exercises the Right of First Refusal. If Lessor elects to purchase the Leasehold Estate pursuant to the Third Party Offer, but thereafter elects to terminate its agreement to purchase the Leasehold Estate pursuant to the Third Party Offer or if the Third Party Offer is terminated by Lessee as permitted in the Third Party Offer, then the right of first refusal will terminate.

2.4 Right to Enter Into Purchase Agreements. Nothing in this Agreement prohibits Lessee from entering into a purchase agreement or agreements to sell the Leasehold Estate as long as the agreement includes a contingency with respect to the right of first refusal granted in this Agreement.

2.5 No Obligation to Market. Nothing in this Agreement requires Lessee to actively seek or to accept any Third Party Offer.

2.6 Exceptions to Right of First Refusal. The right of first refusal does not apply to the transfer or other conveyance of the Leasehold Estate to Benedictine Health System ("BHS") or, if BHS is merged into or consolidated with another entity (a "BHS Surviving Entity") to a BHS Surviving, or if a substantial portion of the assets of BHS or a BHS Surviving Entity are acquired by another entity ("BHS Acquiring Entity") to a BHS Acquiring Entity, or to any entity owned or controlled by Lessee, BHS, a BHS Surviving Entity, or a BHS Acquiring Entity. The right of first refusal does not apply to (i) Occupancy Agreements, (ii) the grant of a license, (iii) any condemnation or conveyance in contemplation of condemnation, (iv) any foreclosure or conveyance in lieu of foreclosure, or (v) any conveyance of the Leasehold Estate to any government entity or any charitable organization for less than 50% of the fair market value of the portion of the Leasehold Estate.

3. No Release of Lessee. No transfer, whether with or without Lessor's consent, shall release Lessee or change Lessee's primary liability to pay the rent and to perform all other obligations of Lessee under this Lease. Lessor's acceptance of rent from any other person is not a

waiver of any provision of this Article XI. Consent to one transfer is not a consent to any subsequent transfer. If Lessee's transferee defaults under this Lease, Lessor may proceed directly against Lessee without pursuing remedies against the transferee.

4. Occupancy Agreements. Notwithstanding the provisions of Section 1 of this Article, Lessee may from time to time without the prior consent of Lessor enter into occupancy agreements ("Occupancy Agreements") with occupants, residents, or tenants of space in the Improvements on the Demised Premises of a nature reasonably foreseeable as being in the ordinary course of Lessee's business as contemplated in the permitted uses in Section 1 of Article IV.

5. Assignment by Lessor. Lessor may sell, convey, transfer or assign its interest in this Lease and the Demised Premises only to a party who assumes in writing the obligations of Lessor under this Lease. This Lease will not be affected by any such sale, conveyance, transfer or assignment.

6. Lessee's Exercise of Option to Purchase. Notwithstanding the foregoing, this Article XI, Section 3 shall not apply in the event Lessee exercises its option to purchase the Demised Premises pursuant to Article XXII.

Article XII

Condemnation

1. Eminent Domain; Cancellation. If at any time during the continuance of this Lease, all or substantially all of the Demised Premises and the Improvements located thereon are taken, appropriated, or condemned by reason of eminent domain, this Lease shall terminate at the time after the date title vests in the condemning authority. A taking of substantially all of the Demised Premises and Improvements means a taking of such portion of the Demised Premises or Improvements so as to prevent Lessee, in Lessee's reasonable judgment, from using the remaining portion of the Demised Premises for the uses permitted under Article IV.

2. Partial Taking. If a portion of the Demised Premises or the Improvements located thereon is taken, appropriated or condemned by reason of eminent domain and this Lease is not terminated as provided under Section 1, this Lease shall remain in full force and effect as to that portion of the Demised Premises remaining after such taking except that the rent payable under Article III, Section 1, will be reduced in proportion to the reduction in the square footage of the Demised Premises.

3. Application of Award for a Partial Taking. If the partial taking only involves a taking of part of the Demised Premises and does not involve a taking of Improvements, all proceeds and awards in the condemnation proceedings shall belong to Lessor. If the partial taking involves a taking of part of the Demised Premises and Improvements, any proceeds and awards in the condemnation proceedings (other than amounts payable to Lessee for relocation, loss of business, leasehold improvements, and similar benefits) will be applied as follows:

- a. First, to pay for or reimburse Lessee for any reconstruction or repair of the Improvements on the remainder of the Demised Premises as may be required due to such taking;
- b. Second, to the Lessor that portion of proceeds and awards representing the fair market value of that part of the Demised Premises taken in condemnation as vacant land but with access to roadways and utilities in place without taking into account this Lease or any Improvements; and
- c. Third, the remainder to Lessee.

It shall be the obligation of Lessor to satisfy claims of any holder of a mortgage or security interest in the Lessor's fee interest in the Demised Premises or in Lessor's interest in this Lease affected by the partial taking and it shall be the obligation of Lessee to satisfy claims of any holder of a mortgage or security interest in Lessee's interest in this Lease.

4. Application of Awards When Lease Terminated. If this Lease is terminated on account of a taking, any proceeds and awards in the condemnation proceedings (other than amounts payable to Lessee for relocation, loss of business, leasehold improvements, and similar benefits) will be applied as follows:

- a. First, to the Lessor that portion of proceeds and awards representing the fair market value of the Demised Premises as vacant land but with access to roadways and utilities in place without taking into account this Lease or any Improvements; and
- b. Second, the remainder to Lessee.

Lessee shall be entitled to amounts payable for relocation, loss of business, leasehold improvements, and similar benefits.

It shall be the obligation of Lessor to satisfy claims of any holder of a mortgage or security interest in the Lessor's fee interest in the Demised Premises or in Lessor's interest in this Lease and it shall be the obligation of Lessee to satisfy claims of any holder of a mortgage or security interest in Lessee's interest in this Lease.

If the parties cannot agree on the division of the award pursuant to the foregoing provisions within 30 days after the award has been made, the disputed matter shall, by appropriate proceedings, be determined by the Dakota County District Court.

Article XIII

Mortgage Financing

1. Lessee's Right to Encumber. Lessee may, at any time, encumber all or any portion of its interest in this Lease and the buildings and other Improvements located on the

Demised Premises (the "Leasehold Estate") by one or more deeds of trust, mortgages, or other security instruments (each a "Leasehold Mortgage"). Each holder of a Leasehold Mortgage ("Leasehold Mortgage") shall be subject to the terms and provisions of this Lease.

The lien and other rights acquired by any Leasehold Mortgagee under a Leasehold Mortgage, and any renewals, modifications, replacements and extensions thereof, shall be a first lien upon the Leasehold Estate of the Lessee; provided, however, that no Leasehold Mortgagee, nor anyone who claims by, through or under such Leasehold Mortgage shall acquire any greater or more extended rights in the Demised Premises and the buildings and other Improvements thereof than Lessee. Any such Leasehold Mortgage shall provide that the Leasehold Mortgagee give to Lessor (i) copies of all notices such Leasehold Mortgagee gives to the Lessee and, (ii) in the event of a default by the Lessee the right, but not the obligation, to cure any default within the same number of days after receiving such notice as the Lessee has under the Leasehold Mortgage. The Leasehold Mortgage shall further provide that the Leasehold Mortgagee will not exercise any rights or remedies it may have as a result of such default until Lessor's cure period has expired.

2. Limitations on Leasehold Mortgage. Each Leasehold Mortgage must meet at least one of the following requirements:

- a. The proceeds of the loan are used or reserved for the cost of acquiring the Lessee's leasehold interest in this Lease and obtaining such financing and the cost of design, construction, development, management, financing, equipping and improving the Demised Premises and related reserves and all development costs such as capitalized interest and third party development fees, or any Improvement by Lessee, including without limitation the cost of any real estate taxes and special assessments and other costs of leasing, operating and maintaining the Demised Premises prior to substantial completion of the Improvements; or
- b. The principal amount of the loan plus accrued and unpaid interest thereon (when taken together with the principal and accrued and unpaid interest of all other loans then secured by a mortgage or other security interest on the Lessee's interest in this Lease or the Improvements) does not exceed 90% of the amount by which (A) the market value of the Demised Premises and Improvements as of the date such loan is made and any Improvements to be thereafter constructed thereon with the proceeds of such loan exceeds (B) the market value of the Demised Premises as of the date such loan is made determined as though the Demised Premises did not contain any Improvements all as determined by an appraisal approved by the institutional lender making such loans; or
- c. The proceeds of the loan are used to refinance the unpaid principal amounts of any loan plus accrued and unpaid interest thereon secured by any then-existing Leasehold Mortgages on the Lessee's interest in this

Lease or the Improvements (including any prepayment premiums and the out-of-pocket cost of obtaining such replacement financing); or

- d. In the event of a fire or other damage or any taking in eminent domain, the proceeds of the loan are used to repay the unpaid principal amount of any loan plus accrued and unpaid interest thereon secured by any then-existing Leasehold Mortgages on the Lessee's interest in this Lease or the Improvements (including any prepayment penalties), pay any out-of-pocket cost of obtaining such replacement financing, and pay out-of-pocket cost to repair, restore or replace the Improvements located thereon; provided that the amount of the loan will be reduced by the amount of any insurance proceeds collected by Lessee (net of the out-of-pocket costs of collection) which are not applied to prepayment of any then-existing Leasehold Mortgages on the Lessee's interest in this Lease, payment of any out-of-pocket cost of obtaining such replacement financing, or payment of the out-of-pocket cost to repair, restore or replace such Improvements; or
- e. Any other mortgage or security interest which Lessor agrees in writing in its sole discretion otherwise qualifies as a Leasehold Mortgage.

In addition to the requirements set out above, each Leasehold Mortgage may also secure any costs incurred by the holder thereof in protecting its security and interest accruing thereon which, under the terms of such Leasehold Mortgage may be added to the indebtedness secured by such Leasehold Mortgage.

3. Notices to Leasehold Mortgagees. If Lessor receives written notice from Lessee or a Leasehold Mortgagee that Lessee has placed a Leasehold Mortgage against the Demised Premises and such notice specifies the name and address of the Leasehold Mortgagee or trustee, in the event of a default by Lessee hereunder, Lessor will give to such Leasehold Mortgagee or trustee copies of all notices given to Lessee pursuant to Article XVI hereof and allow such mortgagee or trustee to cure such default within the time permitted by Article XVI after Lessor gives notice to such mortgagee or trustee.

4. Mortgages by Lessor. Any mortgage, deed of trust or lien presently or at any time hereafter placed or suffered to be placed against the fee interest in the Demised Premises by Lessor shall be subject to any and all rights and interests conferred by this Lease so that any mortgagee of the fee will not acquire an interest on foreclosure greater than Lessor's fee interest subject to this Lease.

5. Performance by Lessee. Lessee covenants and agrees to make all payments and perform all obligations to be paid or performed by it under any Leasehold Mortgage granted pursuant to this Article XIII when due and indemnify and hold Lessor harmless from any and all expenses, costs or liabilities including court costs and reasonable attorney's fees arising out of its failure to do so.

6. No Mortgage by Lessee on Fee. It is expressly understood and agreed that Lessee shall not have any authority, express or implied, to create any lien, charge or encumbrance upon the leasehold estate and the Improvements on the Demised Premises other than that provided in Section 1 of this Article XIII and real estate taxes and special assessments not yet due and payable and that Lessee shall not have any authority, express or implied, to create any lien, charge or encumbrance against Lessor's fee interest in the Demised Premises, or Lessor's interest in the buildings and other Improvements located thereon upon expiration or termination of this Lease; provided, however, that if the Lessee exercises its option to purchase fee title to the Demised Premises under Article XXII, this Section does not apply.

7. Performance by Mortgagee. If Lessee fails to make any payment or perform any act required of Lessee under this Lease, then the Leasehold Mortgagee may (but shall not be obligated to) to the extent permitted under its Leasehold Mortgage, make such payment or perform such act with the same effect as if made or performed by Lessee. Entry by such Leasehold Mortgagee upon the Demised Premises for such purpose or partial performance of the Leasehold Mortgage shall not waive or release Lessee from any obligation or default under this Lease except for an obligation or default fully performed or cured by such Leasehold Mortgagee.

8. No Modification. This Lease shall not be modified, amended, or altered without the prior written consent of the Leasehold Mortgagee with the highest priority (the "First Leasehold Mortgagee").

9. Forbearance. If there is a Leasehold Mortgage on the Leasehold Estate, Lessor will not terminate this Lease or Lessee's right of possession of the Demised Premises in connection with a default by Lessee if:

- a. As to a default in the payment of any amounts owing under this Lease, the Leasehold Mortgagee shall, within 60 days after the written notice to such Leasehold Mortgagee of such default, pay to Lessor all such amounts; and
- b. As to any other default,
 - i. The Leasehold Mortgagee shall, within 180 days after the written notice to the Leasehold Mortgagee of the default, give written notice to Lessor of the Leasehold Mortgagee's intent to foreclose its Leasehold Mortgage, and
 - ii. The Leasehold Mortgagee shall, within the same 180 days, begin foreclosure or similar proceedings under the Leasehold Mortgage to acquire Lessee's interest in this Lease and the Demised Premises and thereafter diligently prosecute such foreclosure or acquisition, and
 - iii. The Leasehold Mortgagee shall, within the same 180 days, cure all defaults susceptible of being cured without possessory rights by such entity (or, if such cure would reasonably require more than

180 days to rectify, commence cure within such 180 days and thereafter promptly, effectively and continuously proceed to cure such default), and

- iv. The Leasehold Mortgagee, any receiver, or any purchaser or transferee of Lessee's interest in this Lease or the Demised Premises by reason of foreclosure or other proceedings or by deed or assignment in lieu of such proceedings shall, within 60 days after acquiring Lessee's interest in this Lease or the Demised Premises, cure all defaults susceptible of being cured by such entity (or, if such cure would reasonably require more than 60 days to rectify, commence cure within such 60 days and thereafter promptly, effectively and continuously proceed to cure such default); and
- v. The Leasehold Mortgagee shall, within 60 days after the written notice by Lessor of the default, pay all amounts then owing and all amounts thereafter accruing under this Lease.

Nothing in the Section shall affect Lessor's right to enforce any remedy under this Lease for a default by Lessee except, so long as the Leasehold Mortgagee is in the process of curing such default or foreclosing its mortgage or deed of trust under this Section, the right to terminate this Lease or Lessee's right of possession of the Demised Premises.

10. New Lease. If this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights and the Leasehold Mortgagee of a Leasehold Mortgage cures all defaults under this Lease other than personal defaults which are susceptible of being cured only by the defaulting Lessee, the Lessor shall, at the request of Leasehold Mortgagee given not later than the effective date of such rejection or disaffirmance, execute and deliver a new lease with the mortgagee or trustee or its nominee, purchaser, assignee or transferee, as the case may be, for the remainder of the term of this Lease with the same terms as are contained in this Lease. Any new lessee, other than the mortgagee or trustee, shall be considered an assignee requiring Lessor's consent under Article XI of this Lease.

11. Participation in Condemnation Proceedings. If any proceeding in condemnation is filed, each Leasehold Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Lessor and Lessee will deliver or cause to be delivered to each Leasehold Mortgagee such instruments and documentation as may be requested by each Leasehold Mortgagee from time to time to permit such participation.

12. Foreclosure. A Leasehold Mortgagee may become the holder of the Leasehold Estate and succeed to the Lessee's interest in this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to the Leasehold Mortgage may become the holder of the Leasehold Estate and succeed to the Lessee's interest in this Lease by such foreclosure proceedings. After any foreclosure of a Leasehold Mortgage or any assignment of this Lease in lieu of foreclosure, the Leasehold Mortgagee or purchaser at foreclosure shall,

except as expressly provided in this Article XIII, be subject to all provisions of this Lease including, without limitation, those provisions relating to the approval of any change in the Permitted Use and of any assignment, mortgage, sublease, or transfer.

12. Assignment by Leasehold Mortgagee. A Leasehold Mortgagee's lien and security interest in the Leasehold Estate is assignable by the Leasehold Mortgagee to any successor or assign without the need to obtain the consent of Lessor for such transfer and without the execution of any other documentation.

13. Subordination by Lessor. While the parties continue to specifically acknowledge Lessor's priority in the fee interest, Lessor hereby subordinates its security interest (but not other rights) pursuant to this Lease or by law to the lien and security interests of each Leasehold Mortgage and any extension, modification or amendment thereof.

14. Entry by Leasehold Mortgagee. A Leasehold Mortgagee or its agents shall be entitled to enter upon the Demised Premises to inspect or to cure at any time.

15. Limits on Leasehold Mortgagee Obligations. If a Leasehold Mortgagee, its designee or a purchaser at a foreclosure proceeding undertaken in regard to a Leasehold Mortgage becomes the holder of the Leasehold Estate or succeeds to the Lessee's interest in this Lease or enters into a new lease, then the Leasehold Mortgagee, its designee or the purchaser at the foreclosure proceedings and their successors and assigns:

- i. May sell, lease, assign or sublet the Leasehold Estate, the Lessee's interest in the Lease, the new lease or the interest in the Premises pursuant to the new lease.
- ii. Shall not be required to cure any Lessee Default which is not amenable to cure by the Leasehold Mortgagee, its designee, or purchaser at a foreclosure sale, including, without limitation, any misrepresentation or breach of warranty.
- iii. May cease operations while it is seeking a buyer, lessee, assignee or subleter for the Leasehold Estate, the Lessee's interest in the Lease, the new lease or the interest in the Premises pursuant to the new lease and for a reasonable time, not to exceed 180 days, after any sale, lease, assignment, or subletting.
- iv. Shall have no obligation to perform any obligations that have already been performed by the Lessee pursuant to this Lease.
- v. Shall be the assignee of all rights of the Lessee to receive insurance proceeds or condemnation awards.

Article XIV

Construction/Alterations/Exterior Signage/Maintenance

1. Construction. It is contemplated by the parties that Lessee will construct Improvements upon the Demised Premises substantially as set forth in the Benedictine Living Community of Northfield brochure dated Spring 2018, the Northfield Senior Living Outline Specifications by Division dated September 13, 2017, and the Northfield Senior Housing site and elevation plans dated August 29, 2017 (the "Construction Plans"). Lessee acknowledges that Lessor has an interest in the proposed Improvements being compatible in design, style, materials, height, color, quality and land use density with Lessor's adjacent college campus and the Northfield Hospital on the adjacent land. Lessee further acknowledges that Lessor has an interest in the Demised Premises being developed, graded and landscaped in a manner which maximizes and allows flexibility for future development consistent with the intended use of the Demised Premises as permitted in Article IV and which is compatible with Lessor's Campus Framework Plan referenced on Exhibit B attached hereto and incorporated herein by reference. Lessee has submitted and Lessor has approved the Construction Plans. Lessee shall not substantially revise the Construction Plans without Lessor's consent. Lessor shall respond in writing to Lessee within fifteen (15) days following receipt of Lessee's materials setting forth any revision, giving Lessor's approval or specifying matters of concern. If Lessor specifies matters of concern, Lessee shall use reasonable efforts to satisfy Lessor's specified concerns prior to proceeding with the revision.

Similarly, following initial construction on the Demised Premises, whenever during the term of this Lease Lessee undertakes any reconstruction, alteration, addition or new project which adds new Improvements or materially affects the exterior of any existing Improvements or the grading or landscaping of the Demised Premises, Lessee shall again seek Lessor's written consent under this Section 1.

2. Adequate Financing. Before commencing construction of any Improvements on the Demised Premises reasonably expected to cost in excess of One Hundred Thousand Dollars (\$100,000.00) (subject to adjustment as provided in Article XXIII, Section 19) either alone or when aggregated with related construction projects, Lessee shall submit to Lessor reasonable evidence showing that Lessee has the funding for the proposed construction project or that it is unconditionally available and that Lessee has binding construction contracts in place to complete the construction project within the amount of available funding. Lessee will disburse all funding for the construction project through First American Title Insurance Company – National Commercial Services or another title company satisfactory to Lessor in a manner sufficient to assure that no liens attach to Lessor's fee interest in the Demised Premises.

3. Demolition/Alterations. As owner of the Improvements located on the Demised Premises, Lessee shall have the right, subject to Sections 1 and 2 above and the other provisions of this Lease, without Lessor's approval, to (i) demolish all or part of the Improvements from time to time or (ii) make any alterations to the Improvements.

4. Compliance with Laws. All of Lessee's Improvements on the Demised Premises, whether new construction or alterations or repairs shall comply with all applicable laws, ordinances, rules and regulations including but not limited to building codes, wetlands regulations, and the Americans with Disabilities Act in effect at the time of performance thereof

of the City of Northfield or any other governmental body now existing or which may hereafter exist during the term of this Lease having jurisdiction over the Demised Premises.

5. Exterior Signage. Exterior signage on the Demised Premises shall be erected and affixed in accordance with all applicable laws, codes and regulations and shall be architecturally compatible with the Lessor's adjacent college campus and the adjacent Northfield Hospital. In no event, however, shall Lessee erect any exterior signage for the purposes of advertising the services or products of parties other than Lessee or other permitted occupants of the Demised Premises.

Signs placed on the Demised Premises or the Improvements shall be removed by Lessee, at its sole expense, upon expiration of this Lease or sooner termination thereof unless Lessor and Lessee otherwise agree in writing; and upon removal of any such signs, Lessee shall repair at Lessee's sole cost and expense, any damage to the Demised Premises or the Improvements caused by the signs or their removal.

6. Maintenance Obligations. During the continuance of this Lease and subject to Lessee's right to demolish or alter the Improvements pursuant to Article XIV, Section 3., Lessee shall at its sole cost and expense keep the Demised Premises and Improvements, furnishings, equipment, and landscaping (including but not limited to lawn watering and mowing, tree, shrub and flower maintenance and snowplowing) now or hereafter located on the Demised Premises in a good state of repair and condition, consistent with facilities of similar size and age in the Minneapolis/St. Paul metropolitan area, reasonable wear and tear and damage from casualty expected, and in compliance with all applicable laws and regulations, whether now existing or established in the future. If the use of the Improvements change, Lessee shall keep the Improvements in good state or repair and condition consistent with properties used for the same purpose of similar size and age in the Minneapolis/St. Paul metropolitan area, reasonable wear and tear and damage from casualty expected and in compliance with all applicable laws and regulations, whether now existing or established in the future. Lessee shall not suffer or permit any waste or neglect of the Demised Premises, or of any Improvements now or hereafter located on the Demised Premises.

Article XV

Environmental

Lessee agrees that it will not use the Demised Premises or Improvements now or hereafter located thereon for the purposes of transporting, storing, using, generating, treating or disposing of any toxic or hazardous substances, pollutants or contaminants, except for such transporting, use, storage and offsite disposal as is customary in the ordinary course of operating a senior living facility, or as is customary in the ordinary course of operating any other permitted use for which the Demised Premises is then being used and that all such storage, usage and offsite disposal will be in compliance with all applicable local, state and federal environmental laws and regulations now or hereafter in effect.

As used in this Lease, "toxic or hazardous substances, pollutants and contaminants" shall include any dangerous, toxic or hazardous pollutants, petroleum products, solvents, chemicals, radioactive materials, wastes or substances including (but not limited to) those defined under the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Federal Resource Conservation and Recovery Act of 1976, the Superfund Amendment and Reauthorization Act of 1986, Chapter 115B of the Minnesota Statutes, or any other federal, state or local statutes, regulations, rules, requirements and ordinances relating to human health or the environment.

Lessee agrees to indemnify, defend and hold Lessor harmless from any loss, damage, costs, expenses, including all court costs, consultants' fees and attorneys' fees, arising out of or in any manner related to the generation, transportation, treatment, storage, manufacture, emission, use or disposal of any toxic or hazardous substances, pollutants or contaminants in, from, to or about the Demised Premises or the Improvements now or hereafter located thereon, to the extent arising out of the acts or omissions of Lessee, its assignees, or its or their employees, agents or invitees, during the term, whether or not such activity is permitted by this Article XV.

Article XVI

Lessee's Default

1. Notice and Termination, Lessor's Options. In the event that:
 - a. Lessee shall default in the payment of any sum of money required to be paid hereunder and such default continues for forty-five (45) days after written notice thereof from Lessor to Lessee; or
 - b. Lessee shall default in the performance of any other provision, covenant or condition of this Lease on the part of the Lessee to be kept and performed and such default continues for one hundred twenty (120) days after written notice thereof from Lessor to Lessee, provided, however, that if the default is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said one hundred twenty (120) day period, then such default shall be deemed to be rectified or cured if Lessee shall, within said one hundred twenty (120) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; or
 - c. Any event shall occur which shall be a breach of any provision of Article XVII hereof.

Then and in any such event, Lessor shall have the following rights:

- i. The right to declare the term of this Lease ended and to reenter the Demised Premises and Improvement and take possession thereof, and to terminate all of the rights of Lessee in and to the Demised Premises and Improvements.
- ii. The right, without declaring the term of this Lease ended, to reenter the Demised Premises and Improvements by any means permitted by applicable law and to occupy the same, or any portion thereof, or to lease the whole or any portion thereof; or
- iii. The right, even though it may have relet all or any portion of the Demised Premises and Improvements, to thereafter at any time elect to terminate this Lease for such previous default on the part of Lessee, and to terminate all of the rights of Lessee in and to the Demised Premised and Improvements.

Pursuant to said right of reentry, Lessor may remove all persons from the Demised Premises and Improvements in any manner permitted by applicable law and may, but shall not be obligated to, remove all property therefrom, including, but not limited to Lessee's personal property, and may, but shall not be obligated to, enforce any rights Lessor may have against said property, or store the same in any public or private warehouse or elsewhere at the cost and for the account of Lessee or the owners or owner thereof.

Anything contained herein to the contrary notwithstanding, Lessor shall not be deemed to have terminated this Lease or the liability of Lessee to pay any rent or other sum of money thereafter to accrue hereunder, or Lessee's liability for damages under any of the provisions hereof, by any such reentry, or by any action in unlawful detainer or otherwise to obtain possession of the Demised Premises and Improvements, unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease. Lessee covenants and agrees that the service by Lessor of any notice pursuant to the unlawful detainer statutes of the State of Minnesota and the surrender of possession pursuant to such notice shall not unless Lessor elects to the contrary at the time of, or at any time subsequent to, the service of such notice, and Lessor's election is evidenced by written notice thereof to Lessee) be deemed to be a termination of this Lease, or the termination of any liability of Lessee hereunder to Lessor.

As provided by Article XIII, Section 3. Any Leasehold Mortgagee shall have the right to receive notice and to cure any default under this Lease.

2. Right to Re-let Demised Premises.

- a. In the event Lessor elects to reenter the Demised Premises as hereinabove provided, or should Lessor take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may at its option either terminate this Lease, or it may from time to time without terminating this Lease re-let the Demised Premises and Improvements, or any portion thereof (but nothing contained herein shall be construed as obligating Lessor to re-let the whole or any portion of the Demised

Premises and Improvements) for such a term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. In addition to the foregoing, Lessor shall have the right, but not the obligation, to make such alterations and repairs to the Demised Premises and the Improvements, and to divide or subdivide the Demised Premises and Improvements, as may be required or occasioned by any such re-letting. In the event Lessor re-lets the Demised Premises or any portion thereof, it may execute any such lease in its own name as Lessor shall see fit, but the tenant in such case of re-letting shall be under no obligation whatsoever to see the application by Lessor of any rent collected by Lessor from such tenant, nor shall Lessee hereunder have any right or authority whatsoever to collect any rent from the tenant in the case of re-letting.

- b. Upon such re-letting, Lessor shall apply the rentals and sums received from such reletting in the following order: (a) first, to the payment of costs of recovering the Demised Premises and Improvements including, without limitation, court costs and reasonable attorneys' fees; (b) second, to the payment of any costs and expenses of said re-letting including, without limitation, the costs of alterations and repairs, dividing and subdividing, of the Improvements and/or the Demised Premises in connection therewith, and to the payment of any brokerage commissions or other similar expenses of Lessor in connection with such reletting; (c) third, the balance, if any, shall then be applied by Lessor, from time to time, on account of the payments of rent and other payments on the part of Lessee due and payable hereunder; and (d) fourth, the residue, if any, shall be held by Lessor and applied in payment of future rent and other payments on the part of Lessee as the same may become due and payable hereunder.

3. Costs and Attorneys Fees. Should Lessor at any time terminate this Lease for any default, breach or failure of Lessee hereunder, then, in addition to any other rights or remedies available to Lessor hereunder, Lessor may have and recover from Lessee all costs of recovering the Demised Premises and Improvements, including, without limitation, court costs and reasonable attorneys' fees for services in recovering possession.

4. Limitation on Damages. If Lessor elects to terminate this Lease, Lessee shall have no liability for rent or any sum of money thereafter to accrue. If Lessor elects not to terminate this Lease, then the liability of Lessee to pay rent or any other sum of money or to pay any other damages pursuant to this Article is limited to Base Rent for two years less the amount to be applied pursuant to Section 2.b. of this Article for the two years. Lessor shall have an affirmative obligation to mitigate its damages.

5. Waiver of Default/Cumulative Remedies. The waiver by Lessor of any default or breach of any of the provisions, covenants or conditions hereof on the part of Lessee to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same of any other provision, covenant or condition contained herein. The subsequent acceptance of rent or

any other payment hereunder by Lessee to Lessor shall not be construed to be a waiver of any preceding breach by Lessee of any provision, covenant or condition of this Lease other than the failure of Lessee to pay the particular rental or other payment or portion thereof so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rental or other payment. All rights and remedies accruing to Lessor shall be cumulative; that is, Lessor may pursue all rights and remedies that the law, equity and this Lease afford to it, in whatever order Lessor desires without being compelled to resort to any one right or remedy in advance of any other.

Article XVII

Insolvency Etc. of Lessee

1. Breach of Lease. The filing of any petition in bankruptcy, or the adjudication of Lessee as a bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of the assets of the Lessee, or a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of any petition for or in reorganization, or should the Demised Premises or any portion thereof be taken or seized under levy of execution or attachment against Lessee, and the continuance of the same for a period of ninety (90) days, shall constitute a breach of this Lease by Lessee and in such event Lessor may at its option terminate this Lease upon written notice to Lessee and any Leasehold Mortgagee.

2. Operation of Law. It is understood and agree that neither this Lease, nor any interest herein or hereunder, nor any estate hereby created, in favor of Lessee, shall pass by operation of law under any state and federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, to any trustee, receiver, assignee for the benefit of creditors, or any other person whomsoever without the prior express written consent of Lessor. Any purported transfer in violation of the provisions of this Section 2 shall constitute a breach of this Lease by Lessee.

Article XVIII

Additional Covenants of Lessee

1. Insurance Claims. If the Lease is terminated because of Lessee's default while any obligation from an insurance company to pay for all or any part of the damage remains outstanding, the claim against the insurance company shall, upon cancellation of this Lease, be deemed immediately to become the absolute and unconditional property of Lessor; provided, however, any amount obtained by Lessor in excess of amounts due Lessor under Article X shall be applied by Lessor against all obligations of Lessee under this Lease including but not limited to damages under Article XVI, Sections 2 and 3, with any amounts remaining thereafter to be paid by Lessor to Lessee.

2. Termination. Upon termination of this Lease, Lessee shall peaceably and quietly deliver to Lessor possession of the Demised Premises and Improvements (but Lessee may remove any equipment, furnishing, trade fixtures, inventory or other personal property) then located on the Demised Premises.

Article XIX

Quiet Enjoyment

Lessor warrants that Lessor is the fee owner of the Demised Premises. Lessor agrees not to create or suffer to be created, as a result of Lessor's acts or omissions (or those of anyone claiming under, by or through Lessor), any liens or encumbrances against the Lessee's interest in the Demised Premises during the term of this Lease. Lessor disclaims any lien arising out of this Lease, statutory or otherwise, (but not out of any separate security agreement, pledge, mortgage or other agreement between Lessee and Lessor) on any of Lessee's equipment, furnishing, trade fixtures, inventory or any other personal property. So long as Lessee keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Demised Premises, free from all claims against Lessor and all persons claiming under, by, or through Lessor.

Article XX

Right of Entry

Lessor and its agents may enter upon the Demised Premises at all reasonable times upon reasonable prior notice to Lessee and, at Lessee's option, accompanied by an escort provided by Lessee, to examine their condition and use so long as that right is exercised in a manner that does not interfere with Lessee in the conduct of its business on the Demised Premises. If Improvements located on Demised Premises are damaged by fire or other casualty which caused them to be exposed to the elements, Lessor may enter upon them to make emergency repairs if Lessee fails to do so within a reasonable time after the fire or other casualty, as required by the circumstances. However, if Lessor does so, the act or acts shall not be deemed to excuse Lessee from its obligation to keep the Improvements located on the Demised Premises in repair, and Lessee shall, upon Lessor's demand, immediately reimburse Lessor for the cost of the emergency repairs together with interest at the Default Rate from the date of advance until payment in full.

Article XXI

Option to Rent Additional Land

1. Option. Provided the Lessee has complied in all material respects with the terms and conditions of this Lease, Lessee shall have the option to rent that certain real property which is legally described on the attached Exhibit C and depicted as "Parcel 2" on the attached Exhibit C-1 (hereinafter referred to as "Parcel 2") upon the following terms and conditions:

- a. Parcel 2 shall be used for a senior living complex consistent with the permitted uses for the Demised Premises described in Article IV above.
- b. In the event the City of Northfield has retaken possession of the Demised Premises, then the Lessee's option to lease Parcel 2 shall immediately terminate.
- c. Lessee shall exercise its option by providing written notice to Lessor no less than six (6) months prior to the desired effective date of the commencement of the lease term for Parcel 2. The commencement of the lease term shall be no later than December 31, 2026. Therefore, in the event Lessee fails to provide written notice of its desire to exercise this option prior to June 30, 2026, Lessee's option shall expire and terminate.
- d. The base rent for Parcel 2 shall be equal to the base rent for the Demised Premises described in Article III.1. above. For example purposes only, if the Lessee exercises its option to lease Parcel 2 in Year 3 of the term of this Lease, then the base rent for Parcel 2 would be \$36,000 per year until such time as the base rent for the Demised Premises increased in accordance with the rent schedule in Article III.1, at which time the base rent for Parcel 2 would also increase accordingly.
- e. The term of the lease for Parcel 2 shall commence on the desired effective date set forth in Lessee's written notice to exercise this option, or such other date as may be mutually agreed upon by Lessor and Lessee. The term of the lease for Parcel 2 shall end on the May 31, 2117.
- f. If the Lessor is leasing Parcel 2 to a third party for agricultural purposes at the time Lessee exercises its option, Lessee shall, at Lessee's election and prior to the Lessee taking possession of Parcel 2, either (i) allow the third party agricultural tenant to remove his/her growing crops from the property at the conclusion of the current growing season or (ii) purchase the third party agricultural tenant's current crop based upon the reasonably expected yield (in acres) and then current cash prices for the type of crop being grown. Lessor will include a right of termination and the options set forth in this paragraph in any lease of Parcel 2 to a third party for agricultural purposes.
- g. The lease for Parcel 2 shall be subject to the terms and conditions of the City Lease which includes certain rights of the City of Northfield to retake

possession of Parcel 2 if the Lessee fails to commence development on Parcel 2 by December 31, 2026.

- h. All other terms and conditions of this Lease shall apply to the lease for Parcel 2.
- i. The lease for Parcel 2 shall include an option to purchase substantially the same as the option to purchase provided in Article XXII with respect to Parcel 1. The option price for Parcel 2 will be \$645,920.
- j. Upon exercise of the option, the parties shall execute a separate lease agreement for Parcel 2 incorporating these terms, in the same general form as this Lease.

Article XXII

Lessee's Option to Purchase Demised Premises

1. Option to Purchase. Upon issuance of the Certificate of Occupancy following completion of the construction of the Improvements, and for a period of ten years thereafter (the "Option Term"), Lessee shall have the exclusive option ("Option") to purchase the Demised Premises.

2. Exercise of Option. To exercise the Option, Lessee must deliver written notice (the "Option Exercise Notice") of exercise to Lessor during the Option Term. The Option Exercise Notice shall state that the Option is exercised without condition or qualification except it shall be subject to the terms hereof. The date the Option Exercise Notice is given shall be the "Option Exercise Date." Upon exercise of the Option, Lessee shall be obligated to buy the Demised Premises from Lessor, and Lessor shall be obligated to sell the Demised Premises to Lessee at a purchase price equal to the Option Price. If Lessee exercises the Option but fails to consummate the acquisition of the Demised Premises in accordance with this Lease for any reason other than a breach of this Lease by Lessor or the failure of a Lessee Contingency, the Option shall terminate, neither party hereto shall have any further rights or obligations to the other with respect to the Option, and this Lease shall continue. The consummation of the acquisition may occur after the end of the Option Term, provided the Option Exercise Date occurs prior to the expiration of the Option Term.

3. Option Price. The price to be paid by Lessee (the "Option Price") will be \$643,280. If the Option is exercised within one year after the issuance of a Certificate of Completion for the improvements for a senior living complex on the Demised Premises, the Option price will be reduced by an amount equal to the first payment of base annual rent actually paid by Lessee.

4. Lessee's Contingencies. The Lessee's obligation to close after providing the Option Exercise Notice is contingent upon the following:

(a) Lessor's Closing Documents. Delivery by Lessor to Lessee of each of the Lessor's Closing Documents (as defined in Article XXII, Section 6).

(b) Representations and Warranties. All representations and warranties made by Lessor pursuant to this Lease shall be true in all material respects as of the Closing Date.

(c) Lessor Performance. Lessor shall have performed all of Lessor's obligations and covenants pursuant to this Lease.

(d) Title. There shall be no change in title after the Lessee exercises the Option.

The contingencies set forth in this Article XXII Section 4 are solely for the benefit of Lessee and may only be waived by Lessee.

4.1 Mutual Contingencies. The obligations of Lessor and Lessee to close after Lessee provides the Option Exercise Notice are contingent upon the following:

(a) Subdivision. Lessee shall have obtained approval from the City for the subdivision of Parcel 1 from Outlot A. Lessee shall be solely responsible for any such approval at Lessee's expense.

The contingencies set forth in this Article XXII Section 4.1 are for the benefit of both Lessor and Lessee and may only be waived by both Lessor and Lessee.

5. Closing. The closing on the purchase and sale contemplated by this Lease (the "Closing") shall occur on a date not more than 90 days after the date on which the Option Exercise Notice is given, designated by Lessee (the "Closing Date"), at the offices of First American Title Insurance Company National Commercial Services or its successors or assigns ("Title") in Minneapolis, Minnesota, which shall act as closing agent, at such time as the parties shall mutually agree. The parties shall deliver to Title an executed copy of this Lease, which shall constitute instructions. If required by Title, the parties shall execute any printed form escrow instructions used by Title, but any provisions of such instructions which conflict with this Lease shall be governed by this Lease.

6. Lessor's Closing Documents. On the Closing Date, Lessor shall execute and/or deliver to Lessee the following (collectively, "Lessor's Closing Documents"):

(a) Owner's Affidavit. Such standard Seller's affidavit and/or indemnity as is normally required from an owner to issue a Seller's policy of title insurance with the standard exceptions waived.

(b) FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.

(c) Warranty Deed. A Warranty Deed in substantially the form of the Minnesota Uniform Conveyancing Blank conveying the Demised Premises to Lessee free and clear of any

lien, claim, encumbrance or interest EXCEPT liens, encumbrances, adverse claims, or other matters shown in the owners policy of title insurance from Title dated _____ and liens, encumbrances, adverse claims, and other matters which Lessee has created, suffered, or permitted to accrue after the date of this Lease.

7. Lessee's Closing Documents. On the Closing Date, Lessee shall execute and/or deliver to Lessor the following (collectively, "Lessee's Closing Documents"):

(a) Option Price. The Option Price.

(b) Declaration. A declaration of covenants, conditions and restrictions preserving and allowing Lessor to enforce the provisions of Article IV, Sections 1 and 2; Article XI, Section 2; and Article XIV, Section 1 with respect to reconstruction, alterations, additions, or new projects; and preserving and allowing City to enforce Article IV, Sections 2., 3., 4., 5., and 6.

(c) Title Documents. Such affidavits of purchaser or other documents as may be reasonably required by Title in order to record the Lessor's Closing Documents and issue the title insurance policy required by this Lease.

8. Settlement. Lessee agrees that except as expressly provided in this Lease, any closing costs in their entirety shall be the sole responsibility of the Lessee. The only expense related to the closing costs apportioned to the Lessor shall be the pro-rated share of any taxes for which Lessor was solely responsible under the Lease and the deed tax.

9. Additional Encumbrances. Lessor shall not encumber the Demised Premises or permit the Demised Premises to be encumbered after the date of this Lease by any lien or security interest not approved by Lessee.

10. Representations and Warranties by Lessor. Lessor represents and warrants to Lessee, as of the date of execution of this Lease and as of the Closing Date, unless otherwise specified herein, as follows:

(a) Title. Lessor owns the Demised Premises.

(b) Rights of Others to Purchase Property. Lessor has not entered into any other contracts for the sale of the Demised Premises or any portion thereof, nor are there any rights of first refusal or options to purchase the Demised Premises or any other rights of others that might prevent the consummation of the Closing on the Option on the terms herein.

(c) FIRPTA. Lessor is not a "foreign person", "foreign partnership", "foreign trust", or "foreign corporation" as those terms are defined in Section 1445 of the Internal Revenue Code or any other federal statute or regulation requiring filing or notification of such identity.

(d) Lessor's Power and Authority. Lessor has full legal power and authority to enter into this Lease, the execution and delivery of which requires no further action or approval in order to render this Lease a binding and enforceable obligation of Lessor.

(e) Organization. Lessor has been duly formed, validly exists and is in good standing in the State of Minnesota.

(f) Bankruptcy. Lessor is not insolvent or bankrupt, nor has there been an assignment made for the benefit of the creditors of Lessor, nor has there been a trustee or receiver appointed for Lessor, or for any of the properties of Lessor, nor have any bankruptcy, reorganization or liquidation proceedings been instituted by or against Lessor.

Lessor shall indemnify (and, at Lessee's option, defend) Lessee, its successors and assigns, against, and will hold Lessee, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Lessee shall incur because of the breach of any representations or warranties made by Lessor in Article XII, Section 10 of this Lease. Each of the representations and warranties herein contained shall survive the Closing.

LESSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHICH WILL SURVIVE THE CLOSING WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY OR CONDITION OF THE DEMISED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; OR (b) ANY OTHER MATTER WITH RESPECT TO THE DEMISED PREMISES.

LESSEE ACKNOWLEDGES, REPRESENTS, WARRANTS AND AGREES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, (i) THAT LESSEE IS PURCHASING THE DEMISED PREMISES IN ITS EXISTING PHYSICAL CONDITION "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, (ii) LESSOR HAS NO OBLIGATION TO INSPECT FOR, REPAIR OR CORRECT ANY CONDITION OR DEFECT OR TO COMPENSATE LESSEE FOR SAME, (iii) LESSOR HAS SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY LESSEE OF ALL RESPONSIBILITY TO INSPECT AND INVESTIGATE THE DEMISED PREMISES AND OF ALL RISKS OF ADVERSE CONDITIONS, (iv) LESSEE IS NOT RELYING UPON ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE MADE BY LESSOR OR LESSOR'S REPRESENTATIVES, AGENTS OR EMPLOYEES, AND LESSEE AGREES THAT ANY REPRESENTATIONS, REPORTS, SURVEYS OR STATEMENTS PROVIDED BY LESSOR, OR LESSOR'S REPRESENTATIVES, AGENTS OR EMPLOYEES RELATING TO THE DEMISED PREMISES WERE PROVIDED AS AN ACCOMMODATION TO LESSEE AND NOT FOR LESSEE'S RELIANCE.

11. Effect of Closing on Parcel 2 Option. Closing on the Option relating to the Demised Premises will not terminate Lessee's Option to enter into a Lease with respect to Parcel 2 pursuant to Article XXI and Lessee's Option shall survive the Closing and shall not merge into or be effected by the delivery by Lessor and acceptance by Lessee of the deed and other closing documents relating to the Closing.

Article XXIII

Miscellaneous

1. Estoppel Certificates. Either party, without charge, at any time and from time to time hereafter, within twenty (20) days after the written request of the other and also at the time of funding of Lessee's financing of the senior living complex, shall certify by instrument duly executed and acknowledged to any mortgagee or purchaser or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified in the request as to:

- a. Whether this Lease has been supplemented or amended, and, if so, the substance and manner of the supplement or amendment;
- b. The validity and force and effect of this Lease, in accordance with its tenor as then constituted;
- c. The existence of any default under this Lease;
- d. The existence of all offsets, counterclaims or defenses thereto on the part of the other party;
- e. The commencement and expiration dates of the term of this Lease; and
- f. All other matters that may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm or corporation to whom it is addressed, and the contents of the certificate shall be binding on the party executing it.

2. Income Tax Deductions and Credits. Only Lessee may take deductions and credits on its tax returns for the buildings, structures, Improvements, changes, alterations, repairs, additions, and installations, and for their depreciation or cost recovery for the period that this Lease is in effect.

3. Covenants Run with Land; Binding Effect. All covenants, conditions, and obligations contained herein or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein. The Option is intended to run with and burden the Demised Premises and the interests of the Lessor, its successors and assigns therein and is not a mere personal right. The Lessee shall be entitled to the specific enforcement of the Option against the Lessor and any successors or assigns of the Lessor.

4. Non-waiving. No waiver of a breach of any covenant in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure by

either party to exercise any right under this Lease, and no partial or simple exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

5. Arrears/Default Rate. All arrearages in the payment of rent or other sums payable under this Lease shall bear interest from the date five (5) days after receipt of notice of non-payment until paid at three percent (3%) per annum above the rate publically announced from time to time by U.S. Bank National Association ("US Bank") as its "prime" or "reference rate" or the highest rate permitted by applicable law, whichever is less ("Default Rate"). If US Bank shall cease to exist, Lessor shall select a similar institution as a substitute, which selection shall be subject to the approval of Lessee, which approval shall not be unreasonably withheld.

6. Written Modifications. No modifications, release, discharge or waiver of any provision hereof shall be of any force and effect or value unless signed in writing by Lessor and Lessee with respect to the subject matter thereof.

7. Rule of Construction. Both Lessor and Lessee participated in the preparation of this Lease. Accordingly, no provision of it shall be construed in favor of one party because it was drafted by the other party.

8. Notices. All notices shall be in writing and given by registered or certified mail, deposited in the United States mail with postage prepaid. All mailed notices shall be deemed given on the date deposited. The notices shall be addressed as follows:

Notices to Lessor: St. Olaf College
 1520 St. Olaf Avenue
 Northfield, MN 55057
 Attention: Treasurer

Notice to Lessee: Benedictine Living Community of
 Northfield LLC
 c/o Benedictine Health System
 4000 Lexington Avenue N., Ste. 201
 Shoreview, MN 55126
 Attention: Treasurer

Either Lessor or Lessee may change the address for giving notice to it by written notice in the manner set for in this Section 9 by giving ten (10) days' notice to the other.

9. Construction; Governing Law. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Liability Continued. All references to Lessor and Lessee mean the persons and entities who, from time to time, occupy the positions, respectively, of Lessor and Lessee.

However, this Section shall not be construed as relieving a person or entity of any liability incurred by reason of or in connection with it having been Lessor or Lessee at one time.

11. No Brokers. Lessor and Lessee each warrant to the other that it has dealt with no agent or broker in connection with this Lease.

12. Headings. Headings in this Lease are for convenience of reference only and shall not be used to interpret or construe its provisions.

13. Relationship between Parties. This Lease shall not be deemed or construed to create or establish any partnership, joint venture or other relationship between Lessor and Lessee except that of lessor and lessee.

14. Time of Essence. Time is expressly declared to be of the essence of this Lease.

15. Attorneys' Fees. In any dispute between Lessor and Lessee, the reasonable attorneys' fees of the prevailing party will be paid by the non-prevailing party.

16. Counterparts. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

17. Survival. The indemnification provisions contained in this Lease shall survive its expiration, termination or forfeiture.

18. Entire Agreement. This Lease contains the entire agreement between the parties as of this date. The execution has not been induced by either party by representations, provisions or understandings not expressed herein. There are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties in any way touching the subject matter of this Lease which are not expressly contained in it.

19. Inflation. All specified dollar amounts set forth in Article VII, Section 1 (no liens), Article IX, Section 2 (casualty insurance) and Article XIV, Section 2 (adequate financing), of this Lease shall be increased or decreased each five (5) years during the term of this Lease including any extensions as measured from the Commencement Date of this Lease by multiplying the specified dollar amount by a fraction, the numerator of which is the most recently published Building Cost Index, as of the time in question and the denominator of which is the most recently published Building Cost Index as of the commencement date of this Lease. "Building Cost Index" means ENR 20 – Cities Building Cost Index (1913 = 100) of the Engineering News – Record, a McGraw-Hill, Inc. publication or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Lessor.

20. Intended Beneficiary. The City of Northfield is the intended beneficiary of and shall be entitled to directly enforce the provisions of Article IV, Sections 2., 3., 4., 5., and 6., and Article XXII, Section 7.(b) against Lessee, and the City of Northfield's remedies may include

specific performance and injunctive relief. In any dispute between the City of Northfield and the Lessee, the reasonable attorneys fees of the prevailing party shall be paid by the non-prevailing party.

21. Memorandum of Lease. Contemporaneously with the execution of this Lease, Lessor and Lessee shall execute and Lessee shall record a Memorandum of Lease in substantially the form provided at Exhibit D.

[Signature Pages to Follow.]

M:\DOCS\13967\000008\LEA\16S959804.DOCX

BENEDICTINE LIVING COMMUNITY
OF NORTHFIELD LLC, a Minnesota non-
profit limited liability company

By: _____
_____ its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, the _____ of Benedictine
Living Community of Northfield LLC, a Minnesota non-profit limited liability company, on
behalf of said company.

Notary Public

This instrument was drafted by:
Ryan L. Blumhoefer (#391033)
Schmitz, Ophaug & Blumhoefer, LLP
220 Division St. S.
Northfield, MN 55057
507-645-9541

EXHIBIT A

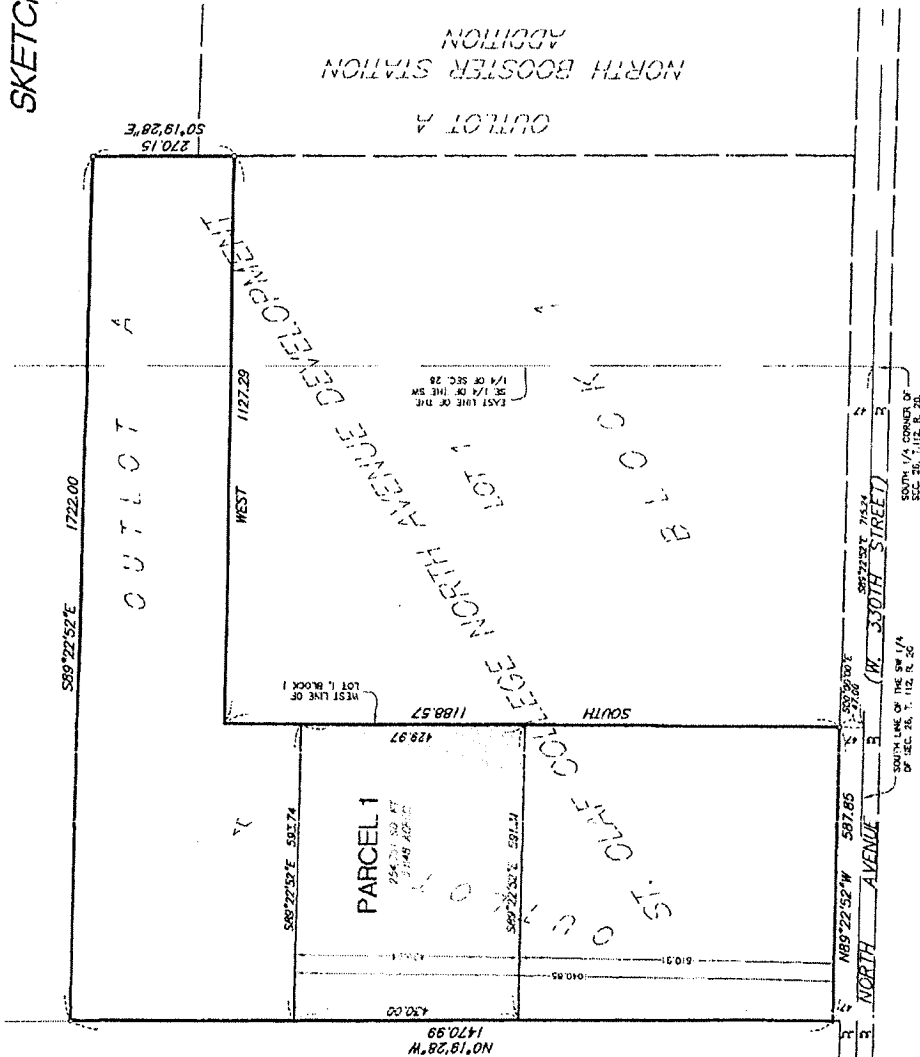
PARCEL 1 DESCRIPTION

The North 429.94 feet of the South 1040.85 feet of Outlot A, ST. OLAF COLLEGE NORTH AVENUE DEVELOPMENT, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT A-1
PARCEL 1 DEPICTION

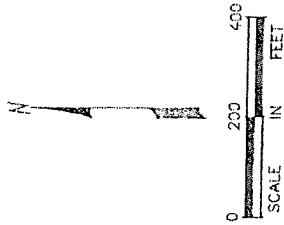
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A-1



DESCRIPTION OF PARCEL 1

The north 429.94 feet of the south 1040.85 feet of
Outlot A, ST. OLAF COLLEGE NORTH AVENUE
DEVELOPMENT, according to the recorded plat thereof,
Dakota County, Minnesota.



I hereby certify that this sketch, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 31st day of January, 2018

SUNDE LAND SURVEYING, LLC.

Sy. Hyilee J. Calmon Arlee J. Carlson, P.L.S. Minn. Lic. No. 44900

SUNDE
LAND SURVEYING

EXHIBIT B
CAMPUS FRAMEWORK PLAN

ST. OLAF COLLEGE

FRAMEWORK PLAN 2016

OCTOBER 2016



PERKINS+WILL

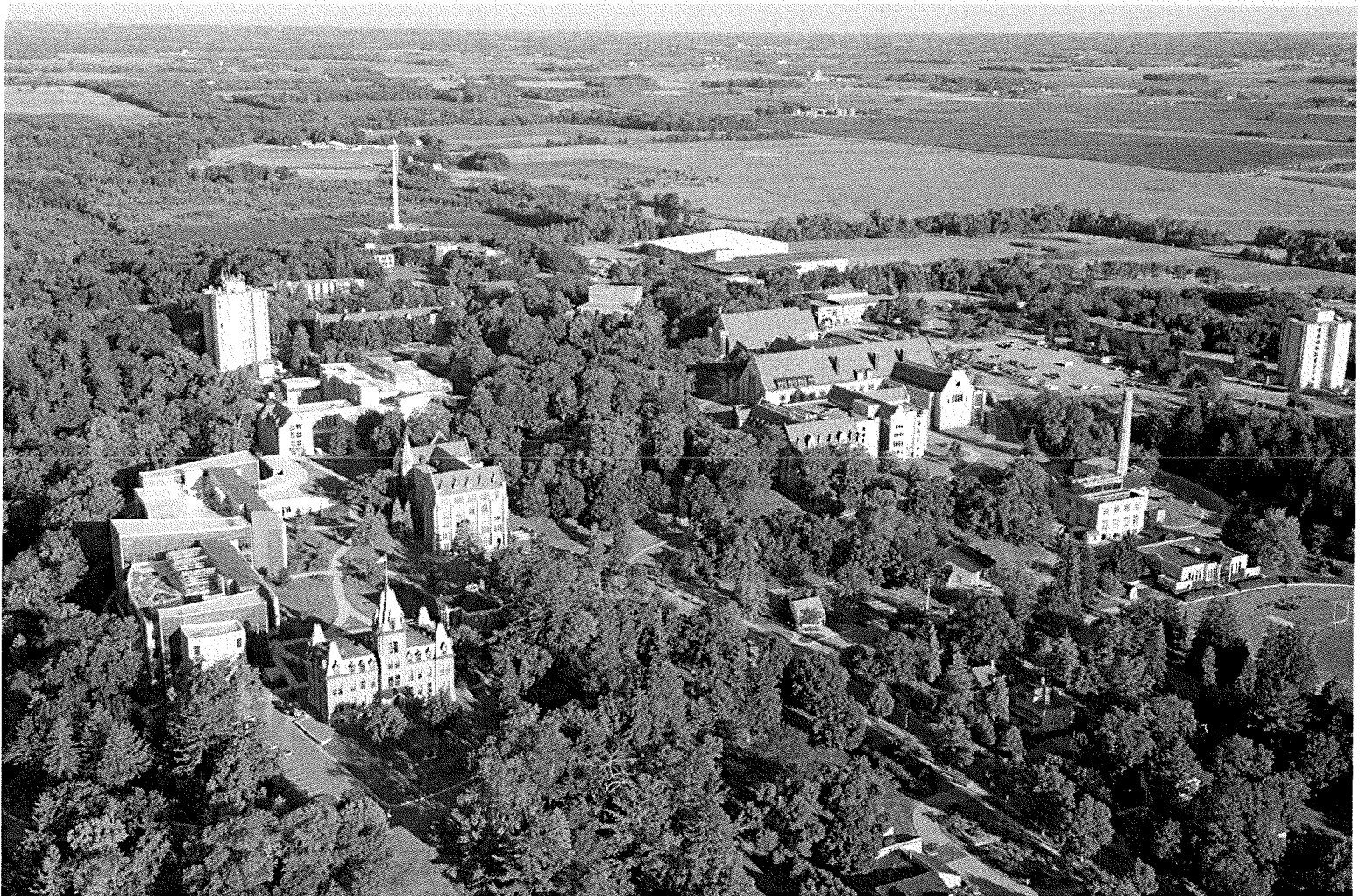


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LIST OF TERMS

Arts Corridor

Northfield stakeholders, including College representatives, have been engaged in discussions about the future of the city, including its cultural life and an "arts corridor." These discussions are intended to shape the future livability of the city and its built environment. One of the main sponsors is the Arts and Culture Commission, which works with the City Council to advance the arts as a vital part of city identity.

Campus core

The developed campus open space and buildings that are located on Manitou Heights – largely within the campus Loop Road.

Central quad

The central open space in the campus core that is framed by the following buildings: Boe Chapel, Buntrock Commons, Rolvaag Library, Holland Hall, Regents Hall, Tomson Hall, Larson Hall, Melby Hall and the Theater Building.

The Commons

More accurately referred to as Buntrock Commons – is the St. Olaf College student center. It is the community center for the St. Olaf campus, serving all of the members of the college family – students, faculty, staff, alumni, parents, friends and supporters – with dining, meeting, entertainment, retail and other support spaces.

Distributed Energy Generation

Distributed Energy Generation refers to power generation at the point of consumption. Generating power on-site, rather than centrally, eliminates the cost, complexity, interdependencies, and inefficiencies associated with transmission and distribution.

Dittman quad

The western open space in the campus core that is framed by the following buildings: Alumni Hall, Hall of Music, Dittman Center, Boe Chapel, Theater Building, Skifter Hall, and Christiansen Hall

Makerspace

A place in which people with shared interests, especially in computing or technology, can gather to work on projects while sharing ideas, equipment, and knowledge. Makerspace is frequently equipped with 3D printers, laser cutters and various milling devices. It is a creative space with no precise or prescriptive recipe, defined instead by its users. In addition to the above description, it may be like a black box theater, or a space equipped to work with textiles, or a physics/engineering lab related to a Rube Goldberg experiment. Its purpose is to foster creative exploration, facilitate informal learning and support collaborative discovery.

Manitou Heights

In 1876, the College purchased the land that comprises the developed campus in order to relocate from downtown to a high hill far to the west of town, one hundred and thirty feet above the Cannon River, still covered with big woods. The name "Manitou Heights" was proposed by a group of faculty members at the time Old Main was occupied and it has been used to refer to the campus since 1876.

Natural Lands

St. Olaf College is fortunate to be richly endowed in land holdings. In addition to the 300 acre developed campus of Manitou Heights, the College maintains and preserves 350 acres of restored prairie, woodlands and wetlands adjacent to Manitou Heights. Natural lands provide a resource for student research and recreation.

Old Main quad

The eastern open space in the campus core that is framed by the following buildings: Holland Hall, Steensland Hall, Old Main, and Regents Hall

Performing Arts Center

Abbreviated as PAC, the Performing Arts Center refers to a multi-use performance space that is intended for use by various types of the performing arts, including dance, music and theater. This is different from a single-purpose concert hall whose actual use may vary from its intended use. This sort of space has a long history extending to the Roman Colosseum and Greek amphitheater. Most PACs also frequently rent their performance spaces to other performing arts presenters or self-presenting performing arts groups.

Resiliency

According to the actionable definition of the Rockefeller Foundations and campuses to be shock resistant, healthy, adaptable and regenerative, through a combination of diversity, foresight, and capacity for self-organization and learning.

1

SECTION 1

EXECUTIVE SUMMARY

Introduction

Planning Objectives and Principles

Program Elements for 2036

ING PRINCIPLES

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ST. OLAF COLLEGE FRAMEWORK PLAN 2016

OCTOBER 2016



PERKINS+WILL

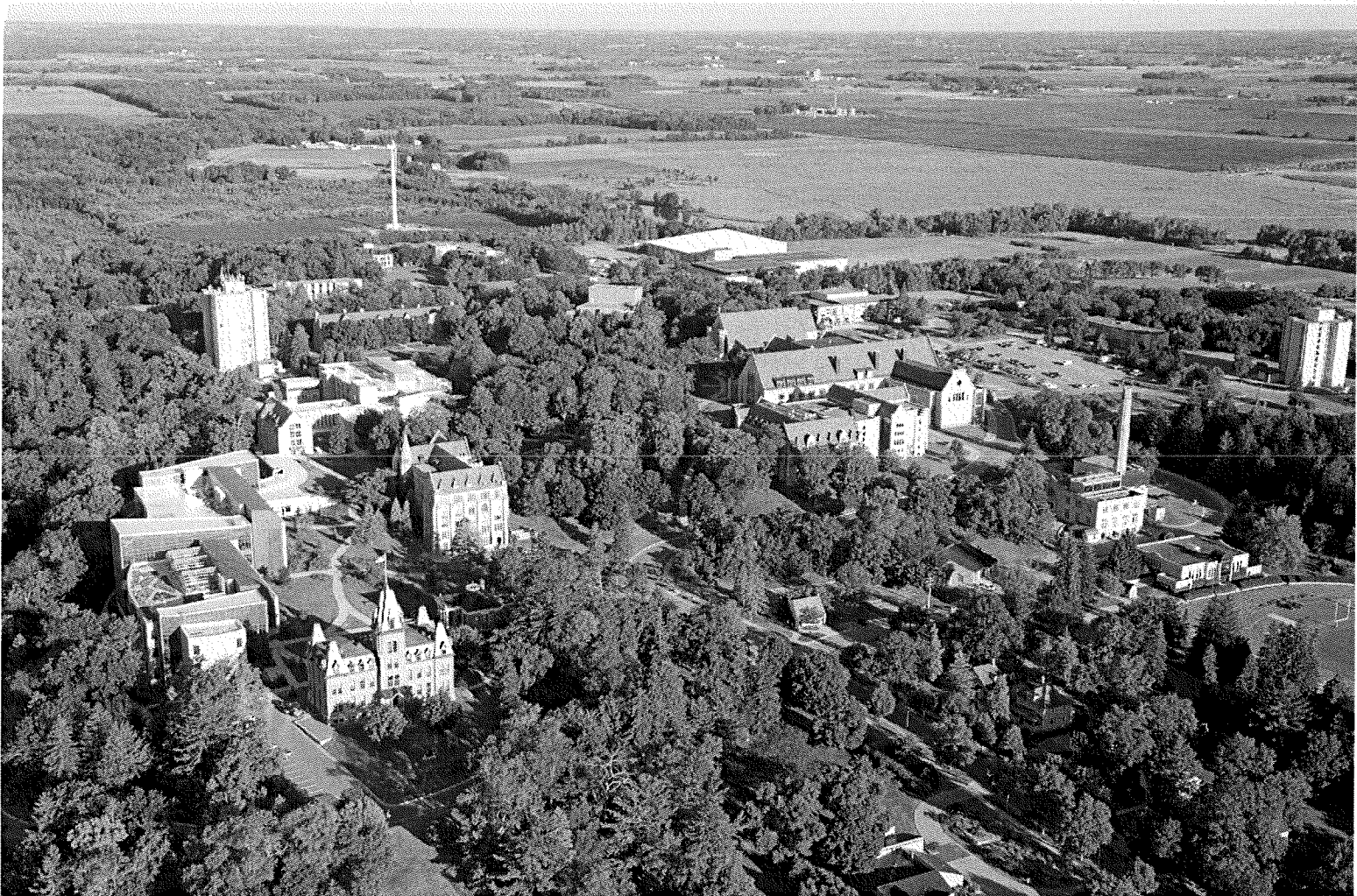


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LIST OF TERMS

Arts Corridor

Northfield stakeholders, including College representatives, have been engaged in discussions about the future of the city, including its cultural life and an "arts corridor." These discussions are intended to shape the future livability of the city and its built environment. One of the main sponsors is the Arts and Culture Commission, which works with the City Council to advance the arts as a vital part of city identity.

Campus core

The developed campus open space and buildings that are located on Manitou Heights – largely within the campus Loop Road.

Central quad

The central open space in the campus core that is framed by the following buildings: Boe Chapel, Buntrock Commons, Rolvaag Library, Holland Hall, Regents Hall, Tomson Hall, Larson Hall, Mellby Hall and the Theater Building.

The Commons

More accurately referred to as Buntrock Commons – is the St. Olaf College student center. It is the community center for the St. Olaf campus, serving all of the members of the college family – students, faculty, staff, alumni, parents, friends and supporters – with dining, meeting, entertainment, retail and other support spaces.

Distributed Energy Generation

Distributed Energy Generation refers to power generation at the point of consumption. Generating power on-site, rather than centrally, eliminates the cost, complexity, interdependencies, and inefficiencies associated with transmission and distribution.

Dittman quad

The western open space in the campus core that is framed by the following buildings: Alumni Hall, Hall of Music, Dittman Center, Boe Chapel, Theater Building, Skifter Hall, and Christiansen Hall

Makerspace

A place in which people with shared interests, especially in computing or technology, can gather to work on projects while sharing ideas, equipment, and knowledge. Makerspace is frequently equipped with 3D printers, laser cutters and various milling devices. It is a creative space with no precise or prescriptive recipe, defined instead by its users. In addition to the above description, it may be like a black box theater, or a space equipped to work with textiles, or a physics/engineering lab related to a Rube Goldberg experiments. Its purpose is to foster creative exploration, facilitate informal learning and support collaborative discovery.

Manitou Heights

In 1876, the College purchased the land that comprises the developed campus in order to relocate from downtown to a high hill far to the west of town, one hundred and thirty feet above the Cannon River, still covered with big woods. The name "Manitou Heights" was proposed by a group of faculty members at the time Old Main was occupied and it has been used to refer to the campus since 1878.

Natural Lands

St. Olaf College is fortunate to be richly endowed in land holdings. In addition to the 300-acre developed campus of Manitou Heights, the College maintains and preserves 350 acres of restored prairie, woodlands and wetlands adjacent to Manitou Heights. Natural lands provide a resource for student research and recreation.

Old Main quad

The eastern open space in the campus core that is framed by the following buildings: Holland Hall, Steensland Hall, Old Main, and Regents Hall

Performing Arts Center

Abbreviated as PAC, the Performing Arts Center refers to a multi-use performance space that is intended for use by various types of the performing arts, including dance, music and theater. This is different from a single-purpose concert hall whose actual use may vary from its intended use. This sort of space has a long history extending to the Roman Colosseum and Greek amphitheater. Most PACs also frequently rent their performance spaces to other performing arts presenters or self-presenting performing arts groups.

Resiliency

According to the actionable definition of the Rockefeller Foundation resilient planning positions buildings, communities and campuses to be shock resistant, healthy, adaptable and regenerative, through a combination of diversity, foresight, and capacity for self-organization and learning.

1

SECTION 1

EXECUTIVE SUMMARY

Introduction

Planning Objectives and Principles

Program Elements for 2036

INTRODUCTION

The 2016 Framework Plan is specifically charged with integrating capital planning and campus improvement opportunities for buildings, circulation, parking, infrastructure and open space. The plan strives to be flexible by documenting solutions which can be mixed, matched, and implemented as funding opportunities arise rather than determining a single implementation strategy or defining a targeted phasing path. The proposed planning ideas outlined in this section create a flexible framework for development at St. Olaf College over the next 20 years.

Phasing of projects will be based on Strategic Plan goals and objectives, with consideration given to the time it may take to identify funding sources and the urgency of deferred maintenance. The projects include those that are either currently under programming, design or construction, address programmatic needs that impact student success, recruitment and retention, and are likely to be funded in the near future. Other identified projects may need to be completed as companion campus improvements that allow for related projects to be completed. Projects that provide supportive campus open space, circulation and replacement parking, or utility work to provide sustainable infrastructure are also included.

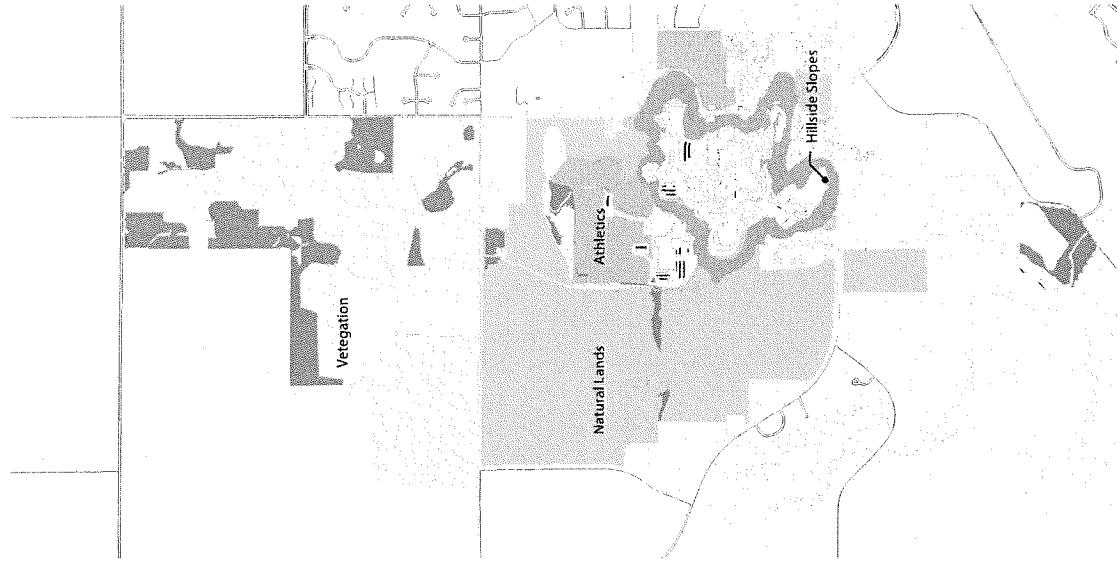
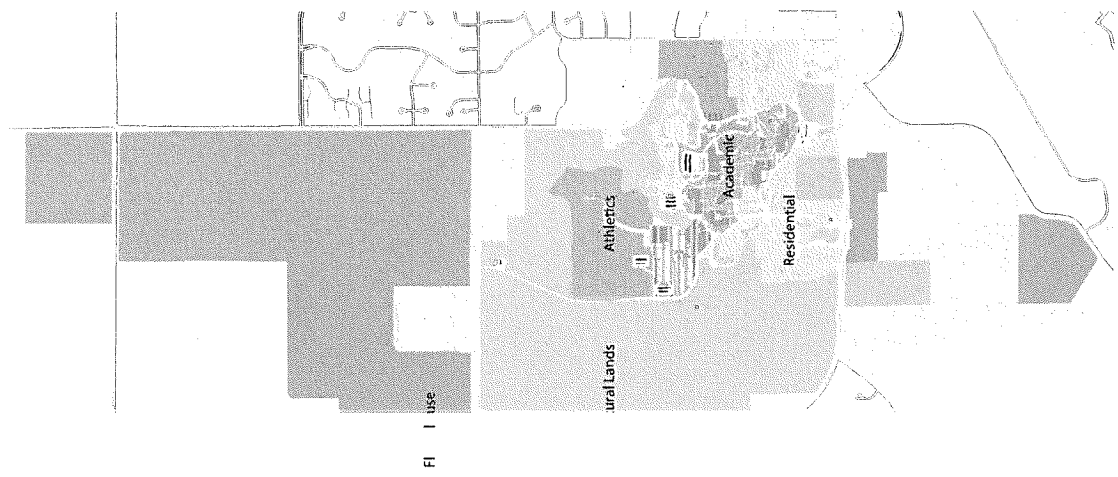
PLANNING OBJECTIVES

- ANALYZE EXISTING CAMPUS (site, buildings, space needs, utilization)
- Support ACADEMIC MISSION and align with current planning
- Provide a compelling VISION FOR FUTURE GROWTH
- Use funds efficiently to MAINTAIN AND ENHANCE PROPERTY
- Enhance campus SUSTAINABILITY

PLANNING PRINCIPLES

1. Establish land use zones for similar functions
2. Preserve the campus' existing natural lands / vegetation
3. Concentrate academic facilities around campus open space
4. Site residential facilities on periphery of campus
5. Concentrate athletic facilities below campus core
6. Create welcoming campus entrances
7. Maintain a welcoming Loop Road with access drives and drop-offs
8. Create a safe, secure, accessible pedestrian core, with parking on the edge, and safe crossings
9. Site buildings and campus amenities in informal and concentric development patterns
10. Use consistent palette of building materials - which is harmonious with campus context
11. Diversity on display - both interior and exterior
12. Adaptive / Resilient to change - program, climate, technology, funding, and economy
13. Sustainable water / energy / food systems and management
14. Build / renovate what can be maintained with excellence
15. Operate the campus and programs while emitting the least amount of greenhouse gases practical
16. Practice deliberate, iterative and annual scenario planning to stay current and nimble over the next few decades.

Figure 2. Preserve the campus natural lands / vegetation



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ST. OLAF COLLEGE FRAMEWORK PLAN 2016

OCTOBER 2016



PERKINS+WILL

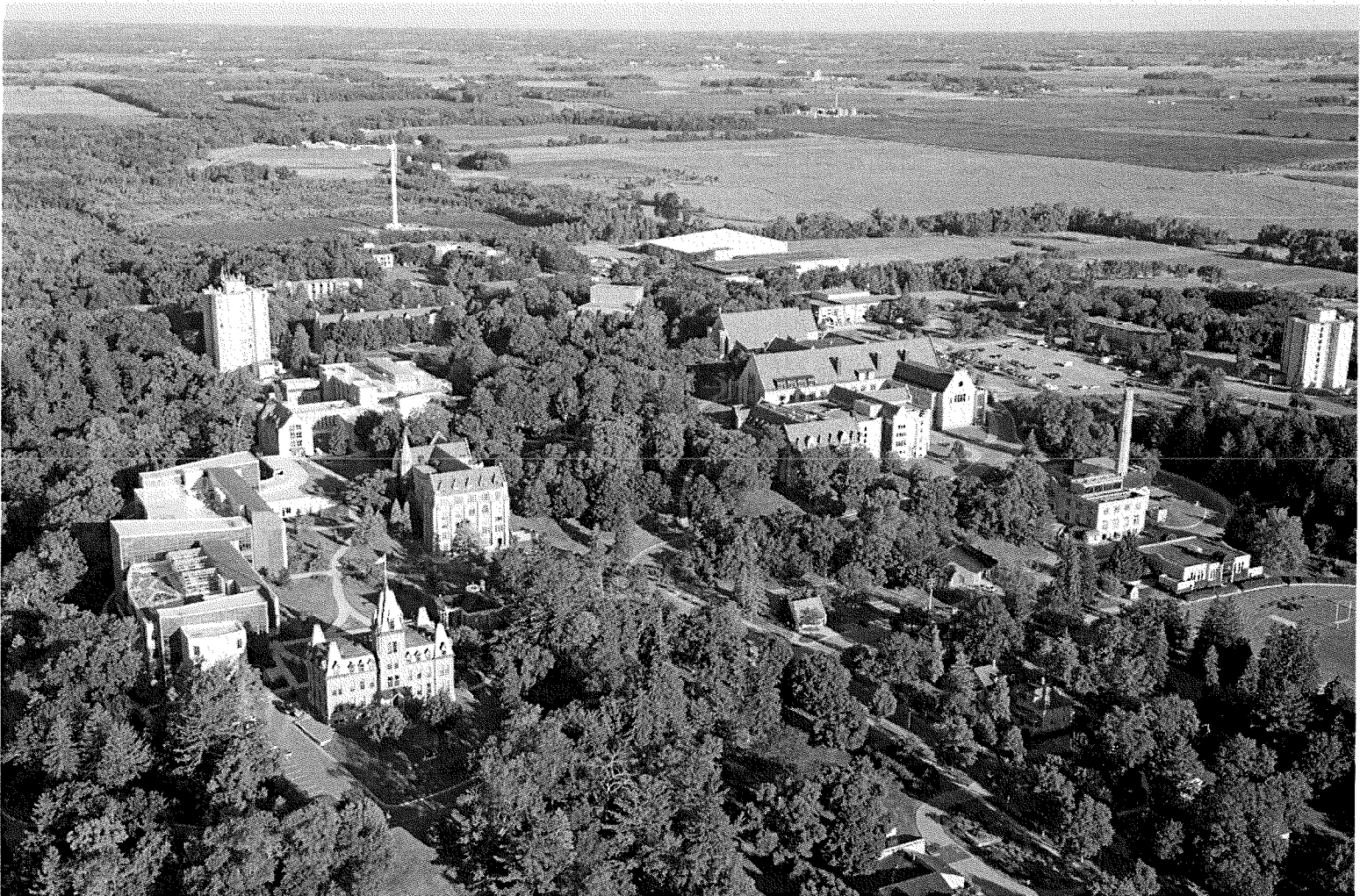


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Summary of student research from SOAN371: Informal Learning Spaces, including Outdoors
Summary of faculty survey for Framework Plan: Faculty Input for St. Olaf College's New Framework Plan
Space Needs Analysis Background Data

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LIST OF TERMS

Arts Corridor

Northfield stakeholders, including College representatives, have been engaged in discussions about the future of the city, including its cultural life and an "arts corridor." These discussions are intended to shape the future livability of the city and its built environment. One of the main sponsors is the Arts and Culture Commission, which works with the City Council to advance the arts as a vital part of city identity.

Campus core

The developed campus open space and buildings that are located on Manitou Heights – largely within the campus Loop Road.

Central quad

The central open space in the campus core that is framed by the following buildings: Boe Chapel, Buntrock Commons, Rolvaag Library, Holland Hall, Regents Hall, Tomson Hall, Larson Hall, Melby Hall and the Theater Building.

The Commons

More accurately referred to as Buntrock Commons – is the St. Olaf College student center. It is the community center for the St. Olaf campus, serving all of the members of the college family – students, faculty, staff, alumni, parents, friends and supporters – with dining, meeting, entertainment, retail and other support spaces.

Distributed Energy Generation

Distributed Energy Generation refers to power generation at the point of consumption. Generating power on-site, rather than centrally, eliminates the cost, complexity, interdependencies, and inefficiencies associated with transmission and distribution.

Dittman quad

The western open space in the campus core that is framed by the following buildings: Alumni Hall, Hall of Music, Dittman Center, Boe Chapel, Theater Building, Skiffer Hall, and Christiansen Hall

Makerspace

A place in which people with shared interests, especially in computing or technology, can gather to work on projects while sharing ideas, equipment, and knowledge. Makerspace is frequently equipped with 3D printers, laser cutters and various milling devices. It is a creative space with no precise or prescriptive recipe, defined instead by its users. In addition to the above description, it may be like a black box theater, or a space equipped to work with textiles, or a physics/engineering lab related to a Rube Goldberg experiments. Its purpose is to foster creative exploration, facilitate informal learning and support collaborative discovery.

Manitou Heights

In 1876, the College purchased the land that comprises the developed campus in order to relocate from downtown to a high hill far to the west of town, one hundred and thirty feet above the Cannon River, still covered with big woods. The name "Manitou Heights" was proposed by a group of faculty members at the time Old Main was occupied and it has been used to refer to the campus since 1878.

Natural Lands

St. Olaf College is fortunate to be richly endowed in land holdings. In addition to the 300 acre developed campus of Manitou Heights, the College maintains and preserves 350 acres of restored prairie, woodlands and wetlands adjacent to Manitou Heights. Natural lands provide a resource for student research and recreation.

Old Main quad

The eastern open space in the campus core that is framed by the following buildings: Holland Hall, Steensland Hall, Old Main, and Regents Hall

Performing Arts Center

Abbreviated as PAC, the Performing Arts Center refers to a multi-use performance space that is intended for use by various types of the performing arts, including dance, music and theater. This is different from a single-purpose concert hall whose actual use may vary from its intended use. This sort of space has a long history extending to the Roman Colosseum and Greek amphitheater. Most PACs also frequently rent their performance spaces to other performing arts presenters or self-presenting performing arts groups.

Resiliency

According to the actionable definition of the Rockefeller Foundation resilient planning positions buildings, communities and campuses to be shock resistant, healthy, adaptable and regenerative, through a combination of diversity, foresight, and capacity for self-organization and learning.

1

SECTION 1

EXECUTIVE SUMMARY

Introduction

Planning Objectives and Principles

Program Elements for 2036

INTRODUCTION

The 2016 Framework Plan is specifically charged with integrating capital planning and campus improvement opportunities for buildings, circulation, parking, infrastructure and open space. The plan strives to be flexible by documenting solutions which can be mixed, matched, and implemented as funding opportunities arise rather than determining a single implementation strategy or defining a targeted phasing path. The proposed planning ideas outlined in this section create a flexible framework for development at St. Olaf College over the next 20 years.

Phasing of projects will be based on Strategic Plan goals and objectives, with consideration given to the time it may take to identify funding sources and the urgency of deferred maintenance. The projects include those that are either currently under programming, design or construction, address programmatic needs that impact student success, recruitment and retention, and are likely to be funded in the near future. Other identified projects may need to be completed as companion campus improvements that allow for related projects to be completed. Projects that provide supportive campus open space, circulation and replacement parking, or utility work to provide sustainable infrastructure are also included.

PLANNING OBJECTIVES

- ANALYZE EXISTING CAMPUS (site, buildings, space needs, utilization)
- Support ACADEMIC MISSION and align with current planning
- Provide a compelling VISION FOR FUTURE GROWTH
- Use funds efficiently to MAINTAIN AND ENHANCE PROPERTY
- Enhance campus SUSTAINABILITY

PLANNING PRINCIPLES

1. Establish land use zones for similar functions
2. Preserve the campus' existing natural lands / vegetation
3. Concentrate academic facilities around campus open space
4. Site residential facilities on periphery of campus
5. Concentrate athletic facilities below campus core
6. Create welcoming campus entrances
7. Maintain a welcoming Loop Road with access drives and drop-offs
8. Create a safe, secure, accessible pedestrian core, with parking on the edge, and safe crossings
9. Site buildings and campus amenities in informal and concentric development patterns
10. Use consistent palette of building materials - which is harmonious with campus context
11. Diversity on display - both interior and exterior
12. Adaptive / Resilient to change - program, climate, technology, funding, and economy
13. Sustainable water / energy / food systems and management
14. Build / renovate what can be maintained with excellence
15. Operate the campus and programs while emitting the least amount of greenhouse gases practical
16. Practice deliberate, iterative and annual scenario planning to stay current and nimble over the next few decades.

Figure 1. Establish land use zones for similar functions

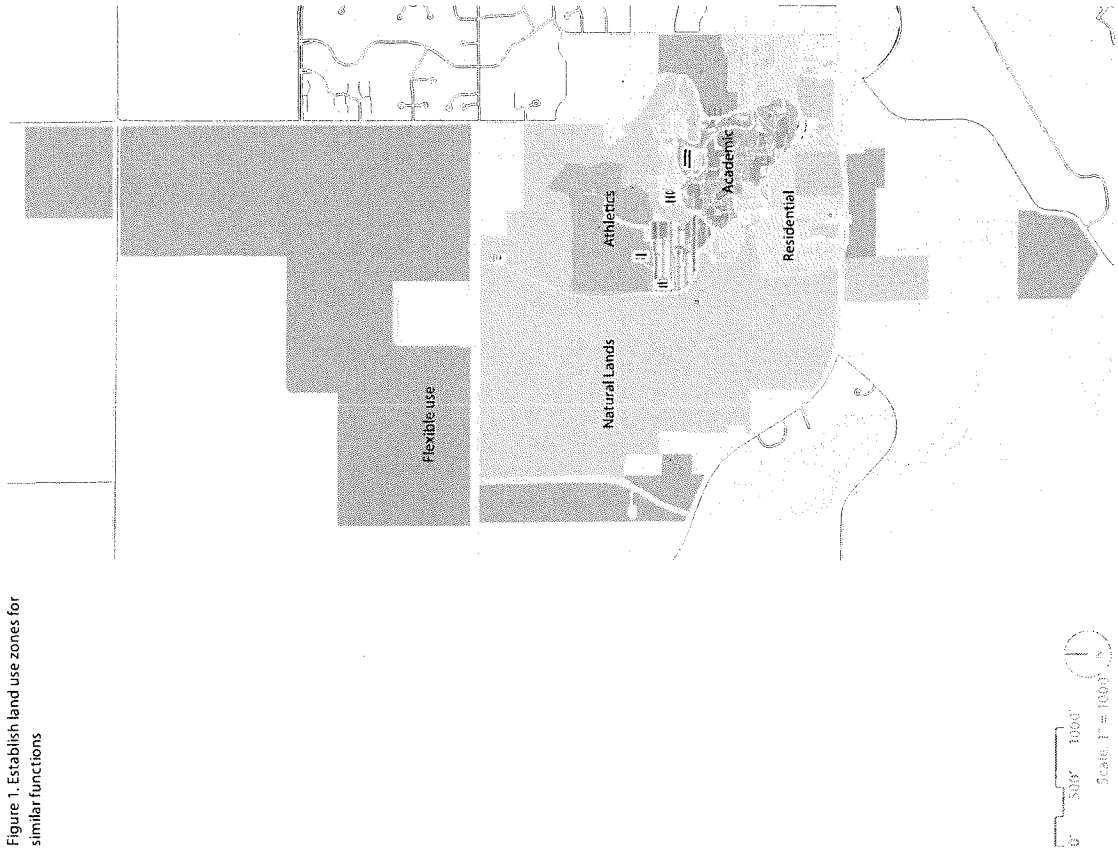


Figure 2. Preserve the campus natural lands / vegetation



Figure 3. Concentrate academic facilities around campus open space

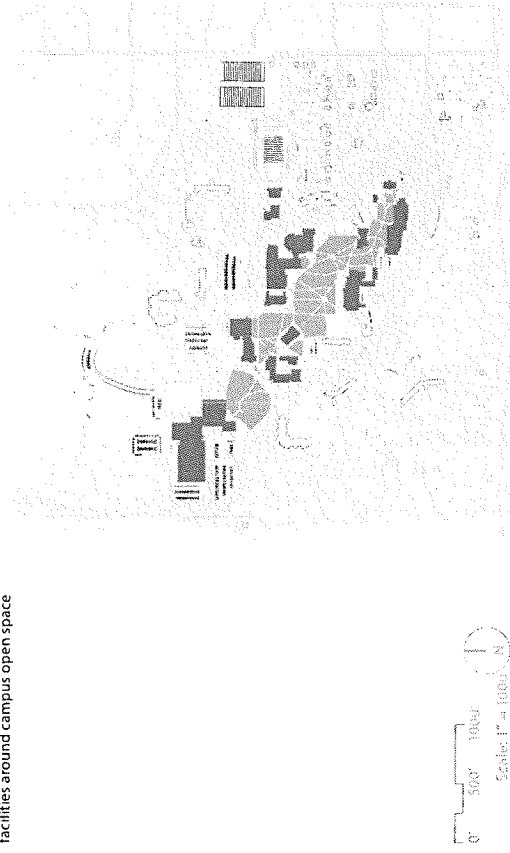


Figure 4. Site residential facilities on periphery of campus

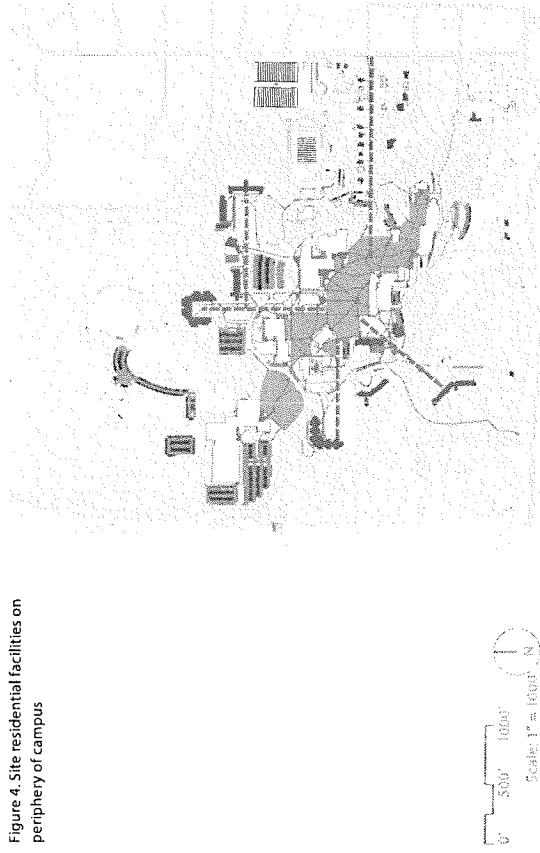


Figure 5. Concentrate athletic facilities below campus core

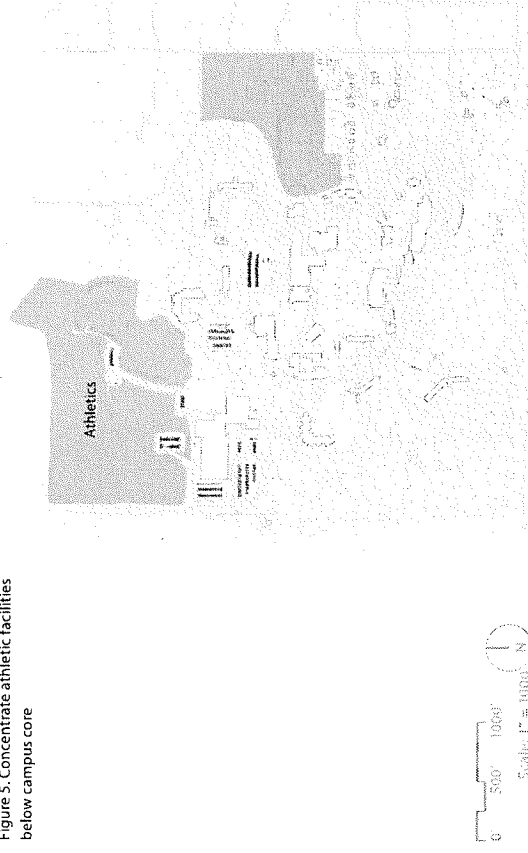


Figure 6. Create welcoming campus entrances

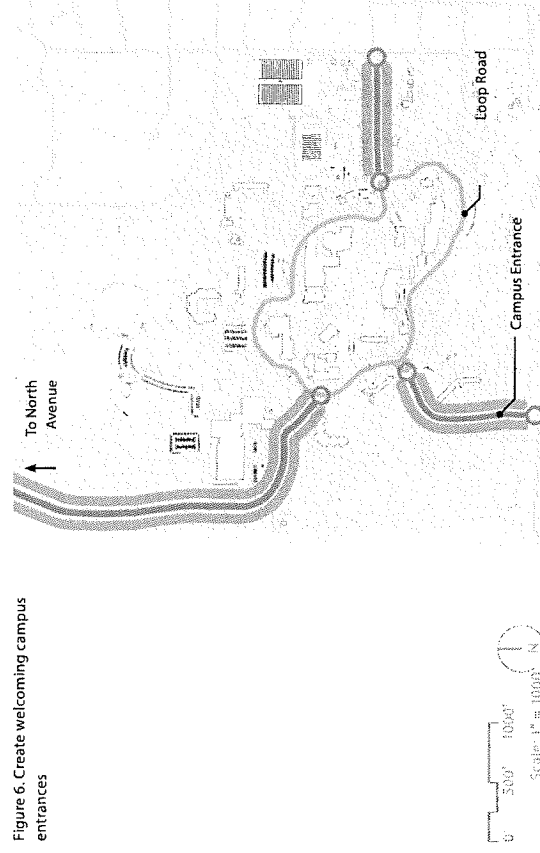


Figure 7. Maintain a welcoming Loop Road with access drives and drop-offs

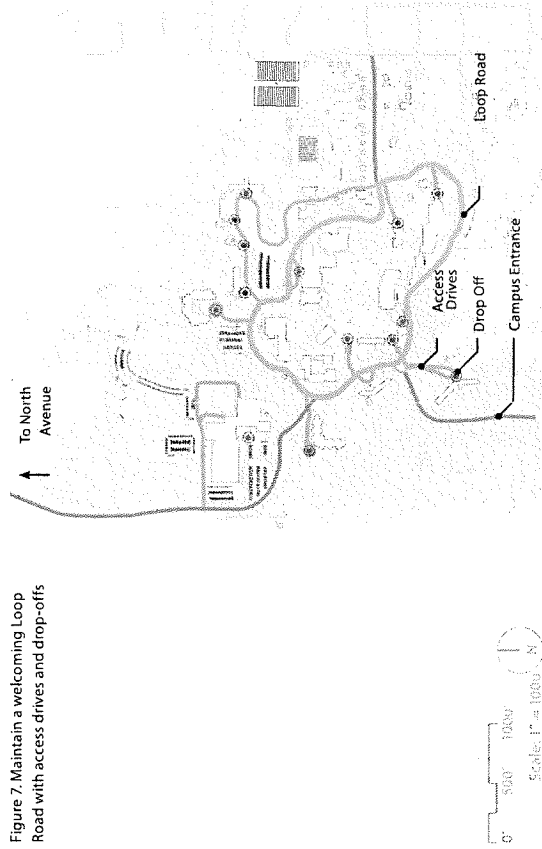


Figure 8. Create a safe, secure, accessible pedestrian core, with parking on the edge and safe crossings

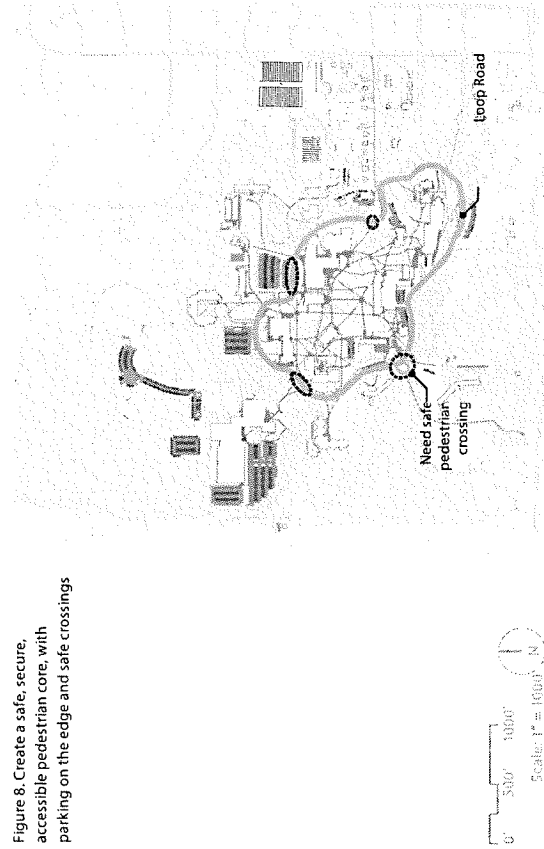


Figure 9. Site buildings and campus amenities in informal and concentric development patterns

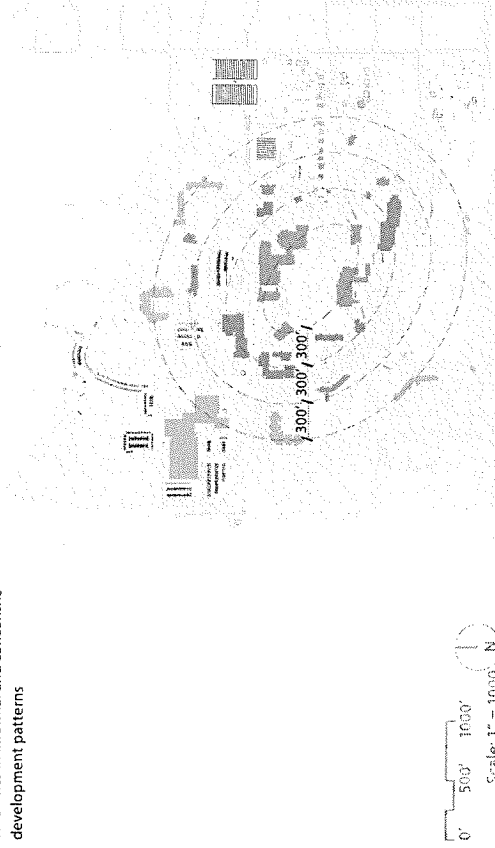
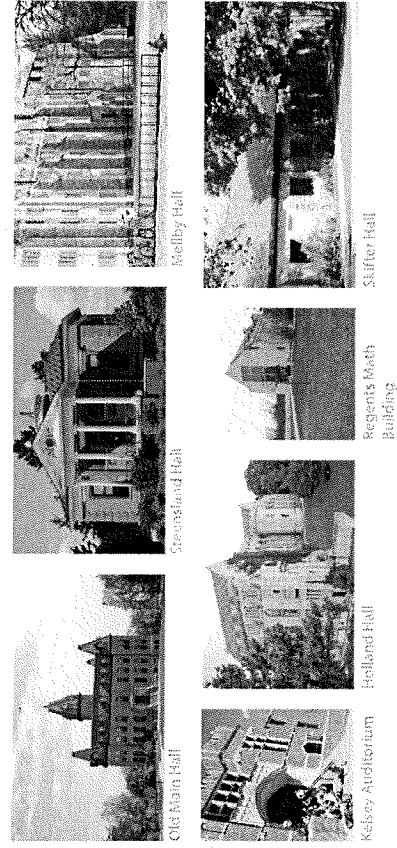


Figure 10. Use consistent palette of building materials - which is harmonious with campus context



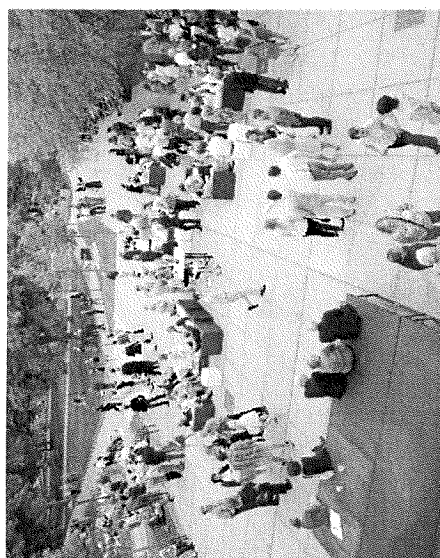


Figure 11. Diversity on display - both interior and exterior

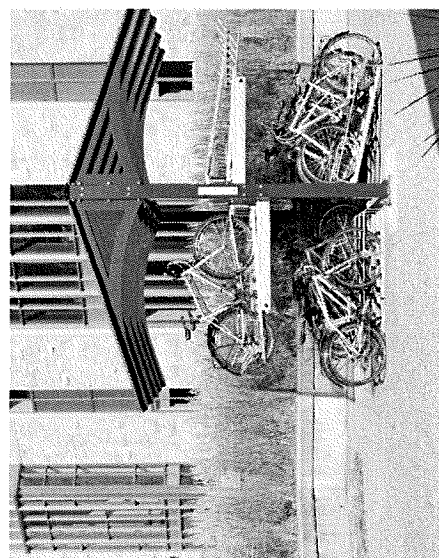
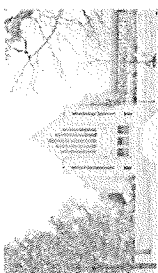
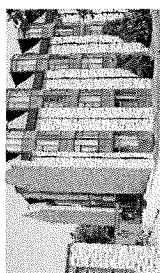


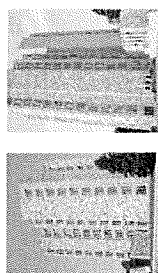
Figure 12. Adaptive / Resilient to change - program, climate, technology, funding, and economy



Bae Memorial Chapel



Ringson Hall



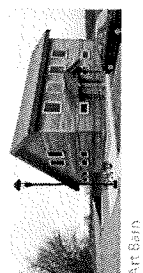
Nelson Hall



Christensen Hall of Music



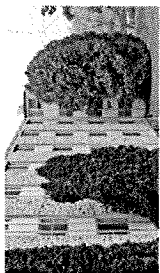
Burtrock Commons



Art Barn



Hildeboe Hall



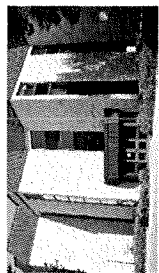
Kartelsky Hall



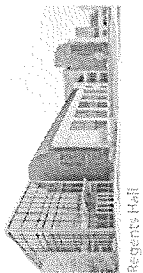
Tomson Hall



Skoglund Athletic Center



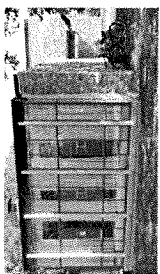
Ytterboe Hall



Regents' Hall



Holsen Hall



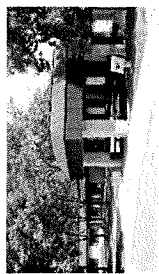
Kiddish Hall



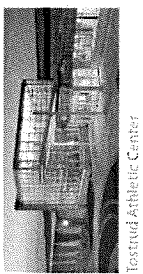
Heyman Hall



Dittman Hall



Rand Hall



Tostrud Athletic Center

Figure 13. Sustainable water / energy / food systems and management

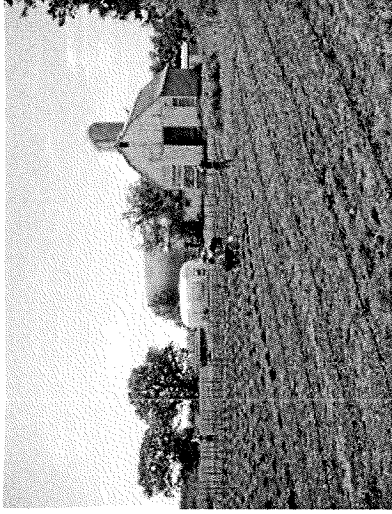


Figure 15. Operate the campus and programs while emitting the least amount of greenhouse gases practical



Figure 14. Build / renovate what can be maintained with excellence



Figure 16. Practice deliberate, iterative and annual scenario planning to stay current and nimble over the next few decades.



PROGRAM ELEMENTS FOR 2036

Facility Projects

- Aquatics Center
- Art Faculty studio space
- Highway 19 Facilities relocations
- Interdisciplinary / Creativity space
- Larson Hall renovation
- Mellby Hall renovation
- Multipurpose Fieldhouse
- Multipurpose Performing Arts Center (PAC)
- Music Library expansion
- New / Replacement student housing
- Rolvaag Library renovations
- Science Library Nursing renovation
- Skoglund ice sheet / 2nd ice sheet
- Skoglund renovations
- Special collections relocation
- Steensland renovation
- Theater Building repurposing / Demolition
- Tom Porter Hall renovations
- Urness Recital Hall renovations

Open Space

- Amphitheater
- Missing walkways
- Outdoor study hubs (4-8 seats)
- Outdoor classrooms (20 seats)
- Public Art
- Relocated football field

Infrastructure

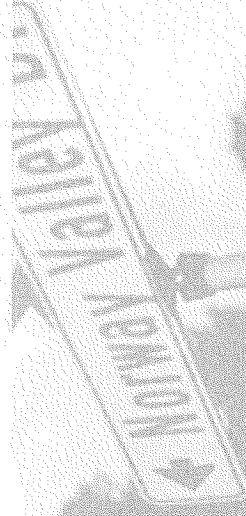
- Balanced / Reassigned Parking
- Bike / Car share hubs
- Buntrock Commons parking relocation
- Distributed Energy Generation
- Highway 19 Crossing
- Loop Road traffic calming / enhanced crosswalks
- Loop Road relocation / expanded pedestrian core
- Natural Lands trailhead
- Phased Residence Hall improvements
- Solar garden
- STOGROW Expansion
- Stormwater management features
- Transit hub

2

SECTION 2

EXISTING CONDITIONS ANALYSIS

- + PART A. FACILITIES
- + PART B. OPEN SPACE
- + PART C. CIRCULATION
- + PART D. SYSTEMS



2

SECTION 2

EXISTING CONDITIONS ANALYSIS

PART A. FACILITIES

- A.1 Building Chronology
- A.2 Facilities Condition
- A.3 Primary Facility Use
- A.4 Academic Communities
- A.5 Informal Study Space
- A.6 Residential Communities

- 1. Renovated lounge in Ellingson Hall
- 2. Lounge in Rand Hall



A.1 BUILDING CHRONOLOGY

The original construction dates of campus facilities illuminate key factors that contribute to the range of architectural style, scale, and location of campus buildings. The Building Chronology diagram groups campus facilities by construction era to highlight influences such as capital campaigns and the accomplishments of specific college presidents. The original construction year is indicated, although most of the core campus facilities have received full or partial renovation since they were built.

Over time, campus development has generally spread from east to west - extending from the original college buildings located near Old Main and responding to the topographic constraints of Manitou Heights:

The plateau was utilized first before development branched out onto the more remote peninsulas to the north and south (Thorson Hall and Hilleboe Hall).

As the plateau and peninsulas filled in, development occurred in the ravines (former tiered parking lot in front of Buntrock Commons and Hoyne Courts).

In recent eras, development has extended to the low ground around Manitou Heights and along the campus perimeter (Art Barn, Wind Turbine, Tostrud Center, Skoglund Athletic Center, Tom Porter Hall, College composting facilities and Northfield Hospital).

1878-1919: The Earliest Campus

The earliest buildings were small and grouped in a compact cluster on the ridge overlooking Northfield and Carleton College. Most buildings from this era were removed between the 1960's and the 1990's to accommodate new construction. This produced a corresponding shift of campus character from smaller scale wood and brick buildings to larger stone complexes.

1920-1942: Boe Legacy

The second wave of campus construction, led by President Boe, instituted the beloved limestone and Collegiate Gothic architecture that is a signature of the St. Olaf campus to this day. Though the Power Plant was the first building constructed in this style, Holland Hall, Old Music Hall, Skifter Hall, Melby Hall, and Rolvaag Memorial Library followed in a similar style. Rising out of the hill with their stone carvings, slate roof, and turrets, the Library and Holland Hall in particular, developed as gateway pairs across a pastoral lawn, established a strong vision for the future of the college.

1947-1963: After WWII and 1964-1974, Centennial Decade

The influence of returning WWII veterans and the "baby boomers" was clearly evident in growth patterns. The combined "After WWII" and the "Centennial Decade" groups (1947- 1974) resulted in fifteen buildings over a twenty-seven year period, doubling the dozen buildings built in the previous sixty-nine years. This growth was typical on campuses across the country. However, unlike

most campuses, there was no clear break between "After-WWII" and the baby boom construction. At St. Olaf, growth during these periods was continuous, with a new building on average of every other year. Because most of these buildings were designed by the Northfield architectural firm of Sovik, Mathre, Sathrum, and Quanbeck, (SMSQ) they had a significant impact on the current shape of St. Olaf in terms of spatial quality and cohesiveness of architectural style.

The buildings constructed during this time period have generally been massive, as can be seen comparing Melby Hall to Ytterboe Hall as residential buildings and Holland Hall to Regents Hall as science buildings. As building block size has increased, the distance between buildings has also increased.

The precedent of incremental additions to existing buildings was also established during this time, including Rolvaag Memorial Library, Hilleboe/Kittelsby Hall, and Dittmann/Granskou Complex/Link.

The buildings constructed between 1947 and 1974 will have a significant impact on maintenance and renewal programs as they age together.

1975-1995: Consolidating Growth

Though two decades from 1975-1995 saw the construction of the same number of buildings as the previous decade alone, they continued to solidify the modern limestone aesthetic pattern previously established by SMSQ.

Christiansen Hall of Music was constructed to provide a home for the Music Department. The enduring quality of the design was recognized by the AIA with a 25-year award. It has changed little since its original construction and is a fine example of SMSQ's legacy on campus.

1996-Present: Framework Plan Implementation

In 1996, a Framework Plan was undertaken to incorporate several concurrent planning activities into a single comprehensive campus plan, including the need to find an appropriate location for the New Student Center that would support future growth. The construction of Buntrock Commons in 1999 set in motion a series of substantial renovations and new construction enabled by the vacation of the previous student center (now Dittman Center).

The construction of Buntrock Commons in the campus core helped to embody the campus mission to care for the whole student by aligning the three core buildings with the three core values in the physical and figurative heart of campus: mind (library), body (student center), and spirit (chapel).

The construction during this time substantially increased the quality of campus buildings, particularly in academic facilities, ushering in a new era of campus pride.

3. Old Main looking south 4. Approaching Holland Hall from the east 5. Thorson Hall looking east

