

LEASE AGREEMENT
Twin Cities Orthopedics
Dryland Space (Shakopee Ice Arena)

This LEASE AGREEMENT (“Lease”) is made as of _____, 2022 (the “Commencement Date”), by and between the City of Shakopee, a municipal corporation (“Landlord”), whose address for notice purposes hereunder is 1225 Fuller Street South, Shakopee, MN 55379, and Infinite Health Collaborative, P.A., a Minnesota corporation, dba Twin Cities Orthopedics (“Tenant”) whose address for notice purposes hereunder is 4200 Dahlberg Drive, Suite 300, Golden Valley, MN 55422, Attn: Aaron Johnson.

IN CONSIDERATION OF the mutual agreements herein expressed, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord, for the term and upon the conditions hereinafter provided, a portion of the Shakopee Ice Arena located at 1225 Fuller Street South, Shakopee, Minnesota consisting of approximately 6100 square feet of off-ice space (the “Premises”). The Premises are depicted on the attached Exhibit A. Tenant and its agents, employees and invitees have the non-exclusive right, along with Landlord and others designated by Landlord, to the free use of the common areas in the Shakopee Ice Arena and the land on which it is located, including the parking lot, main entrance, lobby, hallways, bathrooms, and other similar public areas and access ways. Landlord may change the common areas if the changes do not materially and unreasonably interfere with Tenant’s access to the Premises or use of them, provided that in no event shall the exterior door at the south end of the Shakopee Ice Arena be changed. Tenant agrees to abide by Landlord’s commercially reasonable rules and regulations with respect to the Premises and common areas in the Shakopee Ice Arena and the Landlord’s property, including but not limited to parking regulations.

2. Term. The lease term (“Lease Term”) shall commence on April 1, 2022 and end on July 31, 2027, upon expiration of the Lease Term, this Lease shall be null, void and of no effect, Tenant shall immediately vacate the Premises, and neither party shall have any further liability under this Lease.

Notwithstanding any contrary provision contained in this Lease. Tenant may terminate this Lease effective March 31, 2025, by providing written notice of such termination to the Landlord on or before April 1, 2024. If Tenant fails to provide such written notice to the Landlord, the Lease Term stated above remains in effect.

Notwithstanding any contrary provision contained in this Lease, Landlord may terminate this Lease effective March 31, 2025, by providing written notice of such termination to Tenant on or before April 1, 2024. If Landlord fails to provide such written notice to Tenant, the Lease Term stated above remains in effect. Upon termination by either party, this Lease shall be null, void and of no effect. Tenant shall immediately vacate premises, and neither party shall have any further liability under this Lease.

3. Monthly Rent. For the Lease Term, Tenant shall pay to Landlord as monthly rent, without deduction, setoff, prior notice, or demand, the sum as set forth in Exhibit B. Payment must be received on the first day of each month, commencing on the Commencement Date and continuing until March 31, 2027, unless terminated earlier as provided above.

4. Tenant Improvements. Tenant shall construct, at Tenant's sole expense, an off-ice training facility on the Premises with fitness equipment, office equipment, trade fixtures, furniture and other portable or movable property ("Movable Equipment"). Tenant shall deliver to Landlord a complete set of plans and specifications in the form of working drawings or construction drawings identifying Tenant's interior layout of the Premises, including complete sets of detailed architectural, structural, mechanical, electrical, and plumbing working drawings for any and all Tenant Improvements ("Tenant Improvement Plans"). Landlord shall have fifteen (15) days to review the Tenant Improvement Plans and notify Tenant whether Landlord approves the same (which approval shall not be unreasonably withheld or delayed) or the reasons Landlord does not approve them. If Landlord provides its reasons for disapproval, Landlord and Tenant shall work together in good faith to address Landlord's concerns and finalize the Tenant Improvement Plans. Any alteration, addition or improvement made to the Premises (other than Movable Equipment, furniture and other trade fixtures owned by Tenant) will be Tenant's property during the Lease Term and will be surrendered to Landlord upon expiration or earlier termination of this Lease. The rights granted to Tenant under this section are exclusive and personal to Tenant and may not be assigned or transferred to any other party. Unless amended by agreement of the parties, Tenant shall commence work on the initial Tenant Improvements on or before August 1, 2022.

5. Tenant's Use of Premises. Tenant shall use the Premises for athletic performance coaching services to the general public. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purposes. Landlord retains the right to review and approve any retail items to be sold by Tenant on the Premises. Landlord's approval thereof will not be unreasonably withheld or delayed.

ICE TIME: Tenant's clients and customers may purchase monthly freestyle ice passes from Landlord that can be used each day that freestyle skating is offered for on-ice coaching with one skater and a coach (see ice arena monthly schedule for scheduled times and prices). Monthly ice passes are purchased outside of this Lease. (Passes can be purchased monthly online).

6. Compliance with Laws. Landlord warrants that on the Commencement Date, the physical condition of the Premises will comply with all applicable laws, ordinances, rules and governmental regulations ("Applicable Laws"). During the Lease Term, Landlord shall comply with all Applicable Laws regarding the physical condition of Premises, except to the extent Tenant must comply with Applicable Laws as provided in the next sentence. Tenant shall comply with all Applicable Laws regarding the physical condition of the Premises to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises or to the lawful use of the Premises, such as laws governing maximum occupancy and illegal business operations. In addition:

- a. Tenant shall follow applicable laws regarding age, discrimination policies for staff hired to work within the Premises.
- b. Tenant shall fully comply with all applicable acts and regulations relating in any way to worker's compensation, social security, unemployment insurance, hours of

labor, wages, working conditions, Immigration Reform and Control Act of 1986, and other employer-employee related subjects.

- c. Tenant shall comply with all applicable laws when providing all services authorized hereunder to its customers and patrons.
- d. Tenant shall ensure all furnishings, fixtures and equipment comply with local laws, Building Codes and regulations for installations, as applicable.

7. Services and Utilities. Landlord shall provide at its expense:

- a. Heating, ventilation and air conditioning (HVAC) for the Premises to maintain comfortable temperatures for Tenant's use of the Premises;
- b. Electricity to the Premises in reasonable amounts necessary for Tenant's use of the premises, storage, lighting, and HVAC;
- c. Trash disposal from building receptacles; and
- d. Maintenance of common areas in the Shakopee Ice Arena, not part of the Premises.

8. Tenant Access to Premises. Tenant and its employees, agents and invitees shall have access to the Premises on a 24/7 basis except for times when Landlord and Tenant mutually agree in writing to use by other parties of the Premises, both parties agreeing to act reasonably in determining the schedule for such use. Upon termination of this Lease, Tenant must return to Landlord all keys and locking devices for the Premises and the Shakopee Ice Arena.

9. Interruption of Services. Landlord explicitly does not warrant that any services Landlord supplies to the Premises under this Lease will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. No interruption shall be considered an eviction or disturbance of Tenant's use and possession of the Premises, shall make Landlord liable to Tenant for damages, shall be a cause for Tenant's abatement of rent, or shall relieve Tenant from performing any of Tenant's Lease obligations. Notwithstanding the foregoing, to the extent the Premises are rendered unusable for three (3) consecutive days by reason of an event within the control of Landlord (in all cases payment is deemed to be within Landlord's control), the monthly rent will be thereafter reduced until the Premises are again able to be used.

10. Tenant's Use and Care of Premises. Tenant shall:

- a. Except for the Landlord's obligations as set forth in this Lease, keep the Premises and fixtures in good order.
- b. Comply with all applicable environmental laws.
- c. Tenant shall maintain and clean the Premises on a regular daily basis based on customer usage.
- d. Tenant shall collect all deposits and fees for the services that Tenant provides from its customers.

- e. The Tenant shall cooperate in a commercially reasonable manner with the Landlord's Staff assigned to oversee the Shakopee Ice Arena.
- f. Public WIFI will be available with no guarantee of up time.
- g. Tenant shall pay for and provide any security measures necessary to secure its equipment, appliances and space (e.g. locks, gates, etc.) and provide access to the Shakopee Facilities Manager.
- h. Tenant shall follow the City's no smoking and tobacco policy and premises policies, which regulate permissible activities and does not allow any smoking within the Shakopee Ice Arena building or surrounding property.
- i. Tenant shall be responsible to hire, train and supervise appropriate and adequate staffing to operate the training area.
- j. Since Tenant shall be in contact with minors at the Shakopee Ice Arena, Tenant shall maintain and implement a hiring process that provides for a criminal background check for Tenant's staff working at the Premises throughout the Lease Term.

11. Landlord Retained Right. Landlord retains the right to operate ice sales, dry floor special events, concessions, vending and to provide vendor retail space in the part of the Shakopee Ice Arena that is not located in the Premises.

12. Landlord Repairs. Except for repairs and replacements Tenant is required to make under Section 10, Landlord shall pay for and make all other repairs and replacements to the Premises which shall include, without limitation, keeping the roof, structure, mechanical, electrical, plumbing, heating, ventilation and air conditioning systems and the common areas in good condition and repair.

13. Time for Repairs. Landlord repairs shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after Landlord receives notice or has actual knowledge of the need for a repair or replacement.

14. Surrender of the Premises. Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in the same broom clean condition except for:

- a. Ordinary wear and tear;
- b. Damage by the elements, fire, and other casualty unless Tenant would be required to repair such damage under Section 10;
- c. Damage arising from any cause not required to be repaired or replaced by Tenant; and
- d. Alterations as permitted by this Lease.

Upon surrender, Tenant shall remove from the Premises its personal property and trade fixtures, and shall repair any damage to the Premises caused by their removal. Any items not removed by

Tenant as required shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord from their disposal.

15. Alterations. Except with respect to the Tenant Improvements, Tenant shall not make alterations without Landlord's advance written consent, following the same process as provided in Section 4. "Alterations" means additions, substitutions, installations, improvements, and similar changes to the physical condition of the Premises. Landlord's consent shall not be unreasonably withheld or unduly delayed for nonstructural Alterations to the Premises that do not adversely affect the Shakopee Ice Arena appearance, value, and structural strength. Alterations shall be made solely at Tenant's expense. Alterations shall belong to Landlord when this Lease ends.

16. Assignment and Subleasing. Tenant shall not mortgage or encumber all or any part of the Premises. Tenant shall not assign or sublease all or any part of the Premises without Landlord's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or anything contained herein to the contrary, Tenant may with prior notice to (provided that if the transaction is confidential, the notice will be provided following the transaction), but without the prior consent of, Landlord assign this Lease, or sublease of all or part of the Premises, to an entity (i) controlled by, controlling or under common control with the Tenant, (ii) into or with which Tenant is merged or consolidated, (iii) to which substantially all of Tenant's assets or membership interests are transferred, (iv) any other affiliated entity receiving comprehensive administrative support services from Tenant or an affiliate of Tenant, or (v) the admission of new physician members or retirement of existing physician members or transfer of membership interests to a trust created by any physician members for estate planning purposes.

17. Insurance. The Tenant shall provide the Landlord a Certificate of Insurance naming the Landlord as an additional insured and have liability insurance in place in an amount equal to the statutory maximum liability of a government unit with the State of Minnesota as set forth in state law, which is currently \$1,000,000 for each occurrence and \$1,000,000 general aggregate. In addition, Tenant shall maintain special causes of loss (so-called "all-risk") coverage in amounts sufficient to fully cover all leasehold and other improvements in or about the Premises installed by or on behalf of Tenant and all personal property and equipment in or about the Premises owned by Tenant.

Throughout the Lease Term, Landlord shall maintain a policy or policies of insurance covering loss or damage to the Shakopee Ice Arena under a standard form of special cause of loss insurance policy, in the amount of the full replacement value thereof, exclusive of footings and foundations.

Anything in this Lease to the contrary notwithstanding, Tenant waives any right of recovery, claim, action or cause of action that Tenant (or any party claiming by, through or under Tenant) may now or hereafter have, against any of the Landlord, and Landlord waives any right of recovery, claim, action or cause of action that Landlord (or any party claiming by, through or under Landlord) may now or hereafter have against Tenant for any loss or damage that may occur to the Premises or any improvements or property of Tenant in or about the Shakopee Ice Arena, or to the Shakopee Ice Arena or any improvements or property of Landlord in or about the Shakopee Ice Arena Project, by reason of fire or other cause which would be insured under the terms of a Causes of Loss-Special Form property insurance policies (whether or not such policies have been obtained as may be required under this Lease), regardless of cause or origin, including negligence of the other party,

and their respective agents, officers and employees and agrees that no insurer will hold any right of subrogation against the other party. The foregoing waiver will also apply to any deductibles and any self-insurance retention as if they were a part of the insurance coverage.

18. Damage to Shakopee Ice Arena. If that portion of the Shakopee Ice Arena in which the Premises are located is damaged or destroyed by fire or other casualty and Landlord is unable, using normal construction procedures to repair and restore the Premises within one hundred eighty (180) days after the damage or destruction, Tenant may terminate this Lease by giving written notice to Landlord within ninety (90) days after the damage or destruction. If the Shakopee Ice Arena or any part thereof is damaged or destroyed (whether or not the Premises are affected thereby) and Landlord determines that substantial alteration, reconstruction or demolition of all or a substantial part of the Shakopee Ice Arena is necessary or desirable, Landlord may terminate this Lease by giving written notice to Tenant within ninety (90) days after the damage or destruction. If a portion of the Premises or Shakopee Ice Arena is damaged by fire or other casualty and this Lease is not so terminated, Landlord will promptly restore the Premises and/or Shakopee Ice Arena to as near the condition which existed prior to such damage or destruction as reasonably possible, and the monthly rent will be reduced during the time the Premises are untenantable in the proportion that the untenantable portion of the Premises bears to the entire Premises. Landlord will not be responsible to Tenant for damages to or destruction of trade fixtures and personal property in or about the Premises regardless of the cause of damage or destruction, and Tenant will promptly repair and replace those items to as near the condition which existed prior to the damage or destruction as reasonably possible.

19. Tenant Indemnification. Tenant shall indemnify and hold Landlord harmless from claims for any personal injury, death, or property damage for incidents occurring in, on, or about the Premises or Shakopee Ice Arena that are caused by the negligence or willful misconduct of Tenant, its agents, or employees. When a claim is the result of joint negligence or willful misconduct of Tenant and Landlord or Tenant and a third party unrelated to Tenant, except Tenant's agents, employees, Tenant's duty to indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct.

20. Landlord Indemnification. Subject to the maximum liability of Landlord under Minnesota Statutes, Section 466.04 and exceptions to liability under Minnesota Statutes, Section 466.03, Landlord shall indemnify and hold Tenant harmless from claims for personal injury, death or property damage for incidents occurring in, on or about the Premises or Shakopee Ice Arena that are caused by the negligence or willful misconduct of Landlord, its agents or employees. When a claim is the result of the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents or employees, Landlord's duty to indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.

21. Tenant's Default. Any of the following events shall constitute a default by the Tenant ("Default"):

- a. Tenant's failure to pay Rent within five (5) business days after notice of such failure from Landlord;
- b. Tenant's failure to perform any other Tenant obligation after a period of thirty (30) days from the date Tenant is notified by the Landlord that such obligation must be

performed or such longer period of time as is reasonably necessary to cure such default, so long as Tenant initiates its efforts to cure such default within the initial thirty (30) days and thereafter proceeds to complete such cure with reasonable diligence;

- c. Tenant's abandoning or vacating the Premises if Tenant fails to timely pay the Rent by the due date; or
- d. Tenant's failure to vacate or stay any of the following within thirty (30) days after they occur:
 - i. A petition in bankruptcy is filed by or against Tenant;
 - ii. Tenant is adjudicated as bankrupt or insolvent;
 - iii. A receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property; or
 - iv. Tenant makes an assignment of this Lease for the benefit of creditors.

22. Landlord's Remedies. In addition to the remedies given in this Lease or under the law, Landlord may do any one or more of the following if Tenant commits a default under Section 20:

- a. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord;
- b. Enter and take possession of the Premises either with process of law and remove Tenant, with or without having ended the Lease; and
- c. Alter locks and other security devices at the Premises or the Shakopee Ice Arena.

Tenant waives any and all claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process.

23. No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance of surrender of the Premises by Tenant. A surrender must be agreed to in a writing signed by both parties.

24. Tenant's Liability for Rent Upon Act of Default. If Landlord terminates this Lease or ends Tenant's right to possess the Premises because of a Default by Tenant, Landlord may hold Tenant liable for Rent and other indebtedness accrued until the date the Lease ends. Tenant shall also be liable for the Rent and other indebtedness that otherwise would have been payable by Tenant during the remainder of the Lease Term had there not been a Default, reduced by any sums Landlord receives by reletting the Premises during the Lease Term.

In addition to its responsibility for Monthly Rent, Tenant shall also be liable for the following expenses incurred by Landlord in the event of a Default by Tenant:

- a. The cost of removing and storing Tenant's property;

- b. The cost of repairs necessary to put the Premises in a condition reasonably acceptable to a new tenant; and
- c. Other necessary and reasonable expenses incurred by Landlord in enforcing its remedies, including attorney or collection fees.

25. Default by Landlord. Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) business days from the date of Landlord's receipt of written notice of its failure to perform a Lease obligation shall constitute an event of Landlord Default. If such obligation cannot reasonable be completed within thirty (30) business days, Landlord shall not be in default if Landlord takes affirmative steps to address the problem in a reasonable time period. An event of Landlord Default shall result in Tenant's ability to pursue any remedies given in this Lease or under the law or in equity.

26. Self Help in Event of Default. If Tenant commits an act that constitutes an act of default under this Lease, Landlord may, without being obligated and without waiving the default, cure the default. Landlord may enter the Premises to cure the default. Tenant shall pay the Landlord upon demand, all commercially reasonable costs, expenses, and disbursements incurred by the Landlord, to cure the default.

27. Survival of Rights and Remedies. The remedies permitted by Sections 21, 23 and 25, and the parties' indemnities in Section 18 and 19 shall survive the termination of this Lease.

28. Covenant of Quiet Enjoyment. Landlord covenants that it has the right to make this Lease for the Lease Term and covenants that as long as Tenant is not in default under this Lease beyond the expiration of applicable notice and cure periods, Tenant shall, during the Lease Term, freely, peaceably, and quietly occupy and enjoy the full possession of the Premises.

29. Mechanics Liens. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf or at Tenant's request, discharge the lien, or post a bond equal to the amount of the disputed claim with companies reasonably satisfactory to Landlord. If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred from any mechanics liens. If Tenant does not discharge the lien or post bond within the twenty-day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord, and Tenant shall reimburse Landlord, in full, within thirty (30) days after receipt of notice from Landlord.

30. Landlord's Right of Entry. Landlord and its agents, officials, and employees, may enter the Premises at reasonable times, and at any time in the case of an emergency, without charge, liability, or abatement of Rent, to:

- a. Make repairs, alterations, improvements, and additions either required by the Lease or advisable to preserve the safety and physical condition of part or all of the Premises or Shakopee Ice Arena;
- b. Post notices of non-responsibility during any period that Tenant is doing construction in the Premises; and

- c. Remove alterations made by Tenant in violation of the Lease.

Notwithstanding the foregoing, Landlord's entry is conditional upon Landlord:

- d. Giving Tenant at least twenty-four (24) hours advance notice, except in an emergency;
- e. Promptly finishing any work for which it entered;
- f. Causing the least practical interference to Tenant's use; and
- g. Notwithstanding the foregoing, Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records and other protected health information ("PHI"). Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to certain portions of the Premises where patient medical records are kept or stored. In order to facilitate Tenant's compliance with HIPAA, Landlord agrees to comply with Tenant's reasonable restrictions regarding access to the Premises in regards to HIPAA compliance.

31. Signs. With respect to the Premises, Tenant may affix signage at a location agreed to by the parties. The signage shall be approved by Landlord, whose approval shall not be unreasonably withheld or delayed. Tenant shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in the Shakopee Ice Arena. **[Note to Landlord: discuss signage on south door, entrance to Premises and building directory]**

32. No Third-Party Beneficiaries. Neither this Lease nor any provision of this Lease shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

33. Headings. The section headings used in this Lease are used for convenience only, are not a part of the Lease and shall not be used in construing it.

34. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the Premises and supersedes and terminates all prior discussions, negotiations, understandings, arrangements, and agreements between the parties relating to this Lease. This Lease may be modified only by a writing executed by and delivered to both parties.

35. Counterparts. This Lease may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

36. Landlord's Negative Warranties. Landlord makes no warranties, express or implied, as to the suitability of the Premises for Tenant's purposes. Except as expressly provided in this Lease, it is agreed that Tenant has either inspected the Premises, or been afforded reasonable opportunity to inspect them, and accepts the Premises "As Is." Landlord makes no warranty, express or implied, as to the economic viability of the Tenant's use of the Premises.

37. Survival of Remedies. The representations and covenants of the parties under this Lease and the remedies of either party for a breach of such representations and covenants shall survive the termination of this Lease.

38. Waiver. The waiver of any of the rights or remedies arising under the terms of this Lease on any one occasion by any party shall not constitute a waiver of any rights or remedies with respect to any subsequent breach or default of the terms of this Lease. The rights and remedies provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

39. Governing Law. This Lease shall be interpreted and construed according to the laws of the State of Minnesota.

40. Conflict of Interest. Tenant represents and warrants that no member, official, officer, or employee of Landlord has or shall have any interest, direct or indirect, in this Lease.

41. Severability. If any provision of this Lease is found to be invalid or unenforceable to any extent, such provision shall be stricken from the Lease. The invalidity of any provision of this Lease shall not affect the remaining portions of this Lease.

42. Effective Date. This Lease shall be effective on the Commencement Date.

43. Taxes and Other Charges. Tenant shall pay when due all taxes, assessments, license fees, permit fees or other charges or fees that may be levied or assessed during the Lease Term on account of the transaction of business by Tenant on the Premises. Tenant recognizes and agrees that the word “taxes” as used in this Section includes any tax which may be imposed and required to be collected pursuant to Minnesota Statutes, Section 272.01, subd. 2, or similar successor statute, for the privilege of using and possessing the Premises, in the same amount and to the same extent as though Tenant were the owner of the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

INFINITE HEALTH COLLABORATIVE, P.A., a
Minnesota corporation dba TWIN CITIES
ORTHOPEDICS

Date: _____

Authorized Signature

CITY OF SHAKOPEE

Date: _____

Mayor

City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Mayor and City Administrator of the City of Shakopee, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

TENANT

By: _____
Name:
Title:

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ the _____, of Infinite Health Collaborative, P.A., a Minnesota corporation on behalf of the corporation.

Notary Public

EXHIBIT A
Premises

To be attached

EXHIBIT B
Payment Terms

Year 1 (April 1, 2022-March 31,2023)

- Base rent of \$2,000 per month plus 5% of gross sales of all services provided by unlicensed athletic training coaches at the Premises (not to exceed a total of \$8,000 per month based on the total of the base rent and the rent determined by a percentage of sales). Tenant shall supply Landlord with quarterly financial statements demonstrating the amount of such gross sales for the prior quarter within thirty (30) days of the end of the quarter and will pay the portion of the rent based on a percentage of sales for such quarter at the time of submission of the statement.

Years 2-5

- Monthly base rent equal to 102.5% of the previous year's monthly base rent, plus 5% of the gross sales of services provided by unlicensed athletic training coaches at the Premises (not to exceed a total of the prior year's cap per month (which will be increase by 2.5% each year over the prior year) based on the total of the base rent and the rent determined by a percentage of sales). Tenant shall supply Landlord with quarterly financial statements demonstrating the amount of such gross sales for the prior quarter within thirty (30) days of the end of the quarter and will pay the portion of the rent based on a percentage of sales for such quarter at the time of submission of the statement.

The parties agree that the rent for the Premises as set forth above reasonably reflects the fair market rental value of the Premises. The rent is not intended to relate to and does not reflect the volume of or value of referrals between the parties.