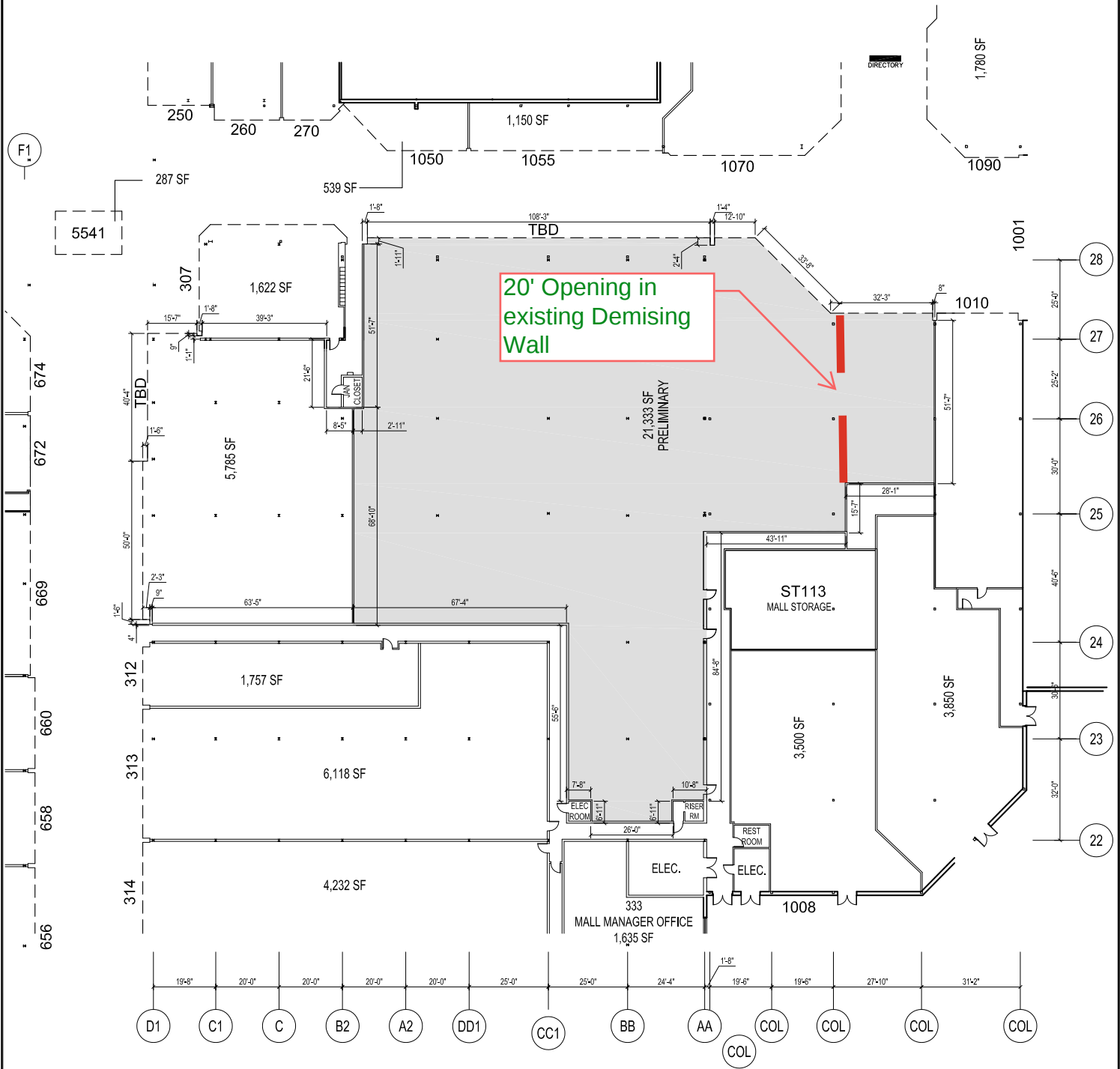




NOTE:  
LANDLORD DOES NOT GUARANTEE THAT INTERNAL CHANGES HAVE NOT OCCURRED SINCE THESE PLANS HAVE BEEN PREPARED, AND RECOMMENDS THAT THIS SPACE BE FIELD VERIFIED BY THE TENANT TO ENSURE THE ACCURACY OF THESE DRAWINGS.  
ALL TENANT LEASE AREAS ARE MEASURED FROM THE CENTERLINE OF INTERIOR PARTITION, FROM THE OUTSIDE FACE OF EXTERIOR WALL, FROM THE FULL THICKNESS OF CORRIDOR AND SHAFT WALLS AND FROM THE EDGE OF SLAB AT ANCHOR STORE WALL.

|                     |                                     |                       |              |
|---------------------|-------------------------------------|-----------------------|--------------|
| TENANT: PRELIMINARY |                                     | DATE: 09/23/25        | NOT TO SCALE |
| SPACE #: TBD        | AREA: 21,333 SF                     | DRAWN BY: AWG         |              |
| LOD                 | APACHE MALL<br>ROCHESTER, MINNESOTA | Brookfield Properties |              |

**EXHIBIT L-W**

**LANDLORD AND TENANT WORK LETTER**

**For**

***Nimbus Playworks - # TBD (305 split) (21,333SF)***

**PROJECT: *Apache Mall***

**LANDLORD SCOPE:** Landlord shall provide, as part of the base building, the following:

**Delivery Condition:** selective demolition of previous Tenant improvements only to the extent necessary in the performance of Landlord's work.

**Structure:** existing building shell in AS-IS condition as it presently exists.

**Floor Slab:** existing floor slab and any cementitious flooring underlayment in AS-IS condition as it presently exists.

**Storefronts:** existing exterior façade in AS-IS condition as it presently exists.

**Demising Walls:** metal studs and/or CMU with furring installed along the lease line to the underside of the deck or structure above, with sheetrock installed, sanded and fire-taped to Level (1) finish. All existing demising walls to be delivered AS-IS.

**Common Facilities:** all existing shared site-related hardscape, landscaping, amenities, lighting, parking, and trash enclosures in AS-IS condition as it presently exists.

**HVAC:** existing HVAC units in AS-IS condition as it presently exists and for spaces without direct roof access, existing chase to the roof for Tenant's split air conditioning system in AS-IS condition as it presently exists.

**Electrical:** existing conduits and previous Tenant electrical system in AS-IS condition as it presently exists.

**Water:** minimum three-quarter inch ( $\frac{3}{4}$ " ) domestic water supply stubbed to the Leased Premises with capped valve.

**Sanitary:** provide minimum 4" sanitary line to a point within or immediately below the leased Premises.

**Gas:** existing meter banks and mains at the designated locations throughout the Shopping Center in AS-IS condition as it presently exists.

**Fire Protection:** existing sprinkler grid in AS-IS condition as it presently exists.

**Fire Alarm:** If present and required by code, existing fire alarm system connection junction box to Leased Premises from Landlord's central fire alarm system panel in AS-IS condition.

**Communications:** existing conduit(s) or communications cabling from Landlord's telephone/communications distribution point to existing point within the Leased Premises in AS-IS condition as it presently exists.

**TENANT SCOPE:** Tenant shall provide the following and complete all required construction of the Leased Premises at Tenant's expense. Tenant improvements are to be constructed in accordance with all applicable codes, Landlord requirements and Tenant's final plans as approved by Landlord:

**Delivery Condition:** demolish all previous improvements as necessary to perform Tenant's work. Tenant may choose to reuse previous tenant utilities which are provided in AS-IS condition.

**Floor System:** At on-grade location remove and/or design, furnish and install concrete floor slab in the Leased Premises in accordance with Landlord's requirements as identified in the Tenant Criteria

Manual as necessary for Tenant's work and provide a waterproof membrane at the perimeter of the Lease Premises in all wet areas. At all upper-level locations core drill the existing slab to provide connection to all under slab utilities as may be necessary for Tenant's work and provide waterproof membranes in all wet areas.

**Storefronts:** Modify and/or design and construct exterior storefront(s) in accordance with specific design requirements as outlined in the Tenant Criteria Manual. Storefront(s) shall include, but not be limited to, framing, base curbs, finishes, storefront systems, glazing, flashing, entry doors and awnings or canopies and at exterior elevation(s) shall be weather tight. Storefronts must be entirely self-supported and meet all building code and wind loading requirements.

**Signage:** furnish and install all interior and exterior Tenant identification signage in accordance with specific design requirements as outlined in the Tenant Criteria Manual and/or REA documents.

**Interior Finishes and Construction:** furnish and install all miscellaneous metal stud bracing and framing, drywall, ceilings, finishes, fixtures, equipment, service/exit doors, etc. All Tenant improvements exclusive of ceilings and light fixtures shall be self-supporting.

**Insulation:** furnish and install throughout Leased Premises as required to meet all applicable codes and Landlord's requirements.

**HVAC:** furnish and install a complete HVAC system. Tenants shall refer to the Tenant Criteria Manual and/or REA documents for specific HVAC requirements. Rooftop equipment must be located only within designated reinforced roof areas in accordance with the Landlord's base building construction documents.

**Kitchen Exhaust:** Tenants without direct roof access shall run all exhaust ducts, vents, conduits and condenser lines through chases to the roof. All tenants are required to contract directly with the roofing contractor having warranty for the roof for all roof modification work.

**Electrical:** furnish and install a complete and fully operational electrical system for the Leased Premises including, but not limited to, conductors, wiring, disconnect switches, transformer, electrical panels, conduit and all electrical devices and distribution. If applicable, Tenant must contract with Landlord's electrical subcontractor to make the final connection to Landlord's electrical equipment. Tenant must provide Landlord with connected load calculations prepared and sealed by an electrical engineer licensed in the state. Tenant is responsible for installing systems to meet all local utility requirements and making all arrangements with local utility or provider for service. Tenant shall pay all charges for electricity usage for Leased Premises regardless of supplier.

**Water:** furnish and install all domestic water plumbing systems and fixtures throughout the Leased Premises. Tenant is responsible for installing systems to meet all local utility requirements and making all arrangements with local utility or provider for service. Tenant is responsible for all costs associated with water usage for Leased Premises regardless of supplier.

**Sanitary:** furnish and install all sanitary, waste and vent piping throughout the Leased Premises to provide a fully operational system.

**Gas:** provide complete gas distribution from Landlord's meter bank to the Leased Premises. Tenant shall be responsible for connecting to the gas service, furnishing and installing gas piping, gas meter and devices and contacting the local utility and establishing service. Tenant is responsible for all costs associated with gas usage for Leased Premises regardless of supplier.

**Fire Protection:** modify the existing sprinkler grid system as necessary to provide a fully operational fire protection system as required by all applicable codes. Tenant shall furnish and install all fire protection devices, including, but not limited to, additional sprinkler grid piping, sprinkler heads, etc. Tenant is required to contract directly with Landlord's designated fire sprinkler contractor for all fire sprinkler work.

**Fire Alarm:** furnish and install all components including, but not limited to, duct and/or smoke detection devices, speakers, strobes, horns, etc. to provide a fully operational system – refer to the Tenant Criteria Manual for this Shopping Center for additional details. Tenant is required to contract directly with Landlord's designated fire alarm contractor for all fire alarm work.

**Communications:** furnish and install complete telephone, data and security systems and devices to provide a fully operational system. Tenant is responsible for installing systems to meet all local utility requirements and making final connections to Landlord's telephone and communication distribution point.

**Barricade:** if not existing, Tenant shall provide a temporary construction barricade prior to the commencement of construction per instruction of local Brookfield Properties authority. Do not fasten to mall finish material. Furnish and install a self-adhesive vinyl barricade graphic that is a full barricade wrap including the 3' returns. This graphic must be a high-resolution photo graphic. Submit barricade graphics to local Brookfield Properties authority for review prior to installation. Installation must occur within 3 days of starting construction. Barricade must be kept in good repair for the duration of the construction and can only be removed after approval to remove is given from local Brookfield Properties authority.

**EXHIBIT L-W**

**LANDLORD AND TENANT WORK LETTER**

**For**

***Remaining Space - #TBD (305 split) (5,785 SF)***

**PROJECT: *Apache Mall***

**LANDLORD SCOPE:** Landlord shall provide, as part of the base building, the following:

**Delivery Condition:** selective demolition of previous Tenant improvements only to the extent necessary in the performance of Landlord's work.

**Structure:** existing building shell in AS-IS condition as it presently exists.

**Floor Slab:** existing floor slab and any cementitious flooring underlayment in AS-IS condition as it presently exists.

**Storefronts:** existing exterior façade in AS-IS condition as it presently exists.

**Demising Walls:** metal studs and/or CMU with furring installed along the lease line to the underside of the deck or structure above, with sheetrock installed, sanded and fire-taped to Level (1) finish. All existing demising walls to be delivered AS-IS.

**Common Facilities:** all existing shared site-related hardscape, landscaping, amenities, lighting, parking, and trash enclosures in AS-IS condition as it presently exists.

**HVAC:** Landlord shall provide one (1) existing RTU equipment adequately sized for a minimum cooling capacity of one (1) ton per three hundred fifty (350) square feet of the Leased Premises. Tenant shall provide all utility connections, controls, modify ductwork and distribution throughout the space as required.

**Electrical:** Landlord to provide temporary lightning within the Leased Premises, powered by the Mall Electrical Room.

**Water:** existing domestic water line in AS-IS condition as it presently exists.

**Sanitary:** existing sanitary line in AS-IS condition as it presently exists.

**Gas:** Intentionally Omitted.

**Fire Protection:** existing sprinkler grid in AS-IS condition as it presently exists.

**Fire Alarm:** If present and required by code, existing fire alarm system connection junction box to Leased Premises from Landlord's central fire alarm system panel in AS-IS condition.

**Communications:** in locations where free wire of communications cabling is not permitted, Landlord shall provide a minimum three-quarter inch (3/4") conduit, with pull string, stubbed to the Leased Premises from the nearest telephone DMARC or IDF cabinet.

**TENANT SCOPE:** Tenant shall provide the following and complete all required construction of the Leased Premises at Tenant's expense. Tenant improvements are to be constructed in accordance with all applicable codes, Landlord requirements and Tenant's final plans as approved by Landlord:

**Delivery Condition:** demolish all previous improvements as necessary to perform Tenant's work. Tenant may choose to reuse previous tenant utilities which are provided in AS-IS condition.

**Floor System:** At on-grade location remove and/or design, furnish and install concrete floor slab in the Leased Premises in accordance with Landlord's requirements as identified in the Tenant Criteria Manual as necessary for Tenant's work and provide a waterproof membrane at the perimeter of the Lease Premises in all wet areas. At all upper-level locations core drill the existing slab to provide connection to all under slab utilities as may be necessary for Tenant's work and provide waterproof membranes in all wet areas.

**Storefronts:** Modify and/or design and construct exterior storefront(s) in accordance with specific design requirements as outlined in the Tenant Criteria Manual. Storefront(s) shall include, but not be limited to, framing, base curbs, finishes, storefront systems, glazing, flashing, entry doors and awnings or canopies and at exterior elevation(s) shall be weather tight. Storefronts must be entirely self-supported and meet all building code and wind loading requirements.

**Signage:** furnish and install all interior and exterior Tenant identification signage in accordance with specific design requirements as outlined in the Tenant Criteria Manual and/or REA documents.

**Interior Finishes and Construction:** furnish and install all miscellaneous metal stud bracing and framing, drywall, ceilings, finishes, fixtures, equipment, service/exit doors, etc. All Tenant improvements exclusive of ceilings and light fixtures shall be self-supporting.

**Insulation:** furnish and install throughout Leased Premises as required to meet all applicable codes and Landlord's requirements.

**HVAC:** furnish and install a complete HVAC system. Tenants shall refer to the Tenant Criteria Manual and/or REA documents for specific HVAC requirements. Rooftop equipment must be located only within designated reinforced roof areas in accordance with the Landlord's base building construction documents.

**Kitchen Exhaust:** Tenants without direct roof access shall run all exhaust ducts, vents, conduits and condenser lines through chases to the roof. All tenants are required to contract directly with the roofing contractor having warranty for the roof for all roof modification work.

**Electrical:** furnish and install a complete and fully operational electrical system for the Leased Premises including, but not limited to, conductors, wiring, disconnect switches, transformer, electrical panels, conduit and all electrical devices and distribution. If applicable, Tenant must contract with Landlord's electrical subcontractor to make the final connection to Landlord's electrical equipment. Tenant must provide Landlord with connected load calculations prepared and sealed by an electrical engineer licensed in the state. Tenant is responsible for installing systems to meet all local utility requirements and making all arrangements with local utility or provider for service. Tenant shall pay all charges for electricity usage for Leased Premises regardless of supplier.

**Water:** furnish and install all domestic water plumbing systems and fixtures throughout the Leased Premises. Tenant is responsible for installing systems to meet all local utility requirements and making all arrangements with local utility or provider for service. Tenant is responsible for all costs associated with water usage for Leased Premises regardless of supplier.

**Sanitary:** furnish and install all sanitary, waste and vent piping throughout the Leased Premises to provide a fully operational system.

**Gas:** provide complete gas distribution from Landlord's meter bank to the Leased Premises. Tenant shall be responsible for connecting to the gas service, furnishing and installing gas piping, gas meter and devices and contacting the local utility and establishing service. Tenant is responsible for all costs associated with gas usage for Leased Premises regardless of supplier.

**Fire Protection:** modify the existing sprinkler grid system as necessary to provide a fully operational fire protection system as required by all applicable codes. Tenant shall furnish and install all fire protection devices, including, but not limited to, additional sprinkler grid piping, sprinkler heads, etc. Tenant is required to contract directly with Landlord's designated fire sprinkler contractor for all fire sprinkler work.

**Fire Alarm:** furnish and install all components including, but not limited to, duct and/or smoke detection devices, speakers, strobes, horns, etc. to provide a fully operational system – refer to the Tenant Criteria Manual for this Shopping Center for additional details. Tenant is required to contract directly with Landlord's designated fire alarm contractor for all fire alarm work.

**Communications:** furnish and install complete telephone, data and security systems and devices to provide a fully operational system. Tenant is responsible for installing systems to meet all local utility requirements and making final connections to Landlord's telephone and communication distribution point.

**Barricade:** if not existing, Tenant shall provide a temporary construction barricade prior to the commencement of construction per instruction of local Brookfield Properties authority. Do not fasten to mall finish material. Furnish and install a self-adhesive vinyl barricade graphic that is a full barricade wrap including the 3' returns. This graphic must be a high-resolution photo graphic. Submit barricade graphics to local Brookfield Properties authority for review prior to installation. Installation must occur within 3 days of starting construction. Barricade must be kept in good repair for the duration of the construction and can only be removed after approval to remove is given from local Brookfield Properties authority.