

LEASE AGREEMENT

This Lease Agreement, dated this _____ day of February, 2011, (this "Lease") by and between the **CITY OF RAMSEY**, Anoka County, Minnesota, a Minnesota municipal corporation ("Landlord") and **ROCK SOLID REALTY MINNESOTA, LLC**, a Minnesota liability company (hereinafter referred to as "Tenant").

DEFINITION:

"Leased Property". The leased property is approximately _____ square feet of unimproved land which _____ square feet are located on a part of the Property known as 7157 Highway 10, Ramsey, Minnesota and legally described on attached Exhibit A. The approximate _____ square feet are graphically shown on the attached Exhibit B and are hereinafter referred to as the "Leased Property".

WITNESSETH THAT:

1. TERM:

a. **Term.** For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, Landlord hereby lets, leases and demises to Tenant the Leased Property for the term of Thirty six months (three (3) years) ("Term") commencing on the 1st day of May, 2011 ("the Commencement Date") and expiring the 30th day of April, 2014 ("Expiration Date"), unless sooner terminated as hereinafter provided.

2. BASE RENT:

a. **Rent.** In lieu of cash rent payments, Tenant's rent shall be in the form of installing at Tenant's expense the following improvements on the Leased Property.

1. New asphalt on the driveway and parking lot (to be installed per City specifications).
2. Striping the parking lot.
3. Maintaining in reasonable condition the landscaping on the Leased Property.
4. Installation of irrigation and electricity to the landscaping for the COR sign and its operating expenses are the tenants responsibility.

3. ADDITIONAL RENT:

a. **Operating Expenses.** Tenant shall pay all operating expenses including utilities incurred by Tenant in operating the Leased Property. The term "Operating Expenses" shall include but not be limited to maintenance, repair, operation of utilities and lighting, parking and landscaped areas, signs, snow removal, all associated with the Leased Property.

The payment of the sums set forth in this paragraph 3. shall be in addition to the Base Rent payable pursuant to paragraph 2. above. If Tenant fails to pay the Operating Expenses when due,

Landlord may pay same and the same shall be immediately due to Landlord from Tenant together with 10% interest per annum.

b. Tenant shall not be responsible for the payment of any real estate taxes. Real estate taxes shall be the sole responsibility of Landlord.

4. COVENANTS TO PAY RENT:

The covenants of Tenant to pay the Base Rent and the Additional Rent are each independent of any other covenant, condition, provision or agreement contained in this Lease. All rents are payable to Landlord at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota, or such other place as Landlord may designate.

5. UTILITIES:

Tenant shall be responsible for all utilities incurred by it in operation of the Leased Property. In addition, Tenant shall be responsible for payment of the Leased Property's pro-rata share of the City of Ramsey's Storm Water Management fee which payments are due on a quarterly basis.

6. CARE AND REPAIR OF LEASED PROPERTY:

Tenant shall, at all times throughout the term of this Lease, and at its sole expense, keep and maintain the Leased Property in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Tenant's obligations hereunder shall include but not be limited to the maintenance and repair of all parking and driveway areas and grounds on the Leased Property. The Tenant shall keep and maintain all portions of the Leased Property in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

If Tenant fails, refuses or neglects to maintain or repair the Leased Property as required in this Lease after notice shall have been given Tenant, in accordance with paragraph 24 of this Lease, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's personal property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs incurred by Landlord in making such repairs upon presentation to Tenant of bill therefore.

7. SIGNS:

Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Property and visible from the exterior of the Leased Property, or visible from the exterior of the Leased Property, must be approved in advance by Landlord and installed at Tenant's expense. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

8. ALTERATIONS, INSTALLATION, FIXTURES:

Except as hereinafter provided, Tenant shall not make any alternation, additions, or improvements on the Leased Property without the prior written consent of Landlord.

9. POSSESSION:

Landlord shall deliver possession of the Leased Property to Tenant on the Commencement Date.

10. SECURITY AND DAMAGE DEPOSIT:

Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of One Thousand and 00/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged by Landlord, which deposit is to be held by Landlord, with interest payable to Tenant accruing at the rate of one per cent (1%) per annum, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Leased Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the term of this Lease or any renewal thereof, or upon the earlier termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

11. USE:

The Leased Property shall be used and occupied by Tenant solely for vehicle parking and ingress/egress driveway purposes and such use by Tenant shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Property. Tenant shall occupy the Leased Property, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or annoyance or disturbance.

12. ACCESS TO LEASED PROPERTY:

Landlord reserves the right to enter upon the Leased Property at any time in the event of an emergency and at reasonable hours to exhibit the Leased Property to prospective purchasers or others; and to exhibit the Leased Property to prospective Tenants and to display "For Lease" or similar signs on the Leased Property during the last one hundred eighty (180) days of the term of this Lease, all without hindrance or molestation by Tenant.

13. PUBLIC LIABILITY INSURANCE:

Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Leased Property and the business of Tenant, on terms with companies approved in writing by Landlord, in Landlord and Landlord's designees are named as additional insured under prudent limits of liability not less than: \$500,000.00 for injury/death to any one person; \$1,000,000.00 for injury/death to more than one person. Such policy(ies) shall: (i) provide that such policies are primary and landlord's policy(ies) are noncontributing; (ii) include a cross-liability endorsement, and (iii) require that at least 30 days prior written notice must be given to Landlord prior to cancellation, expiration or material adverse changes to such policy(ies). Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed that such coverage is in full force and effect.

14. DEFAULT OF TENANT:

a. **Failure to Pay Rent.** In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 20 days after written notice of such failure shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's Leased Property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon the Leased Property or suffer this Lease to be taken under any writ of execution, then in any such event Tenant shall be in default hereunder, and Landlord, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all personal property from the Leased Property and such personal property be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

b. **Landlord's Rights.** Should Landlord elect to re-enter the Leased Property, as herein provided, or should it take possession of the Leased Property pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Property, and relet the Leased Property or any part thereof upon such 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 Landlord in its sole discretion may deem advisable.

c. **Landlord May Cure Default.** Landlord may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity spend such money as is reasonably necessary to cure any default of Tenant herein and the amount so spent, and costs incurred, including attorney's fees incurring such default, shall be paid by Tenant, and additional rent, upon demand.

d. **Tenant Payment.** In the event suit shall be brought for recovery of possession of the Leased Property, for the recovery of rent of any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including a reasonable attorney's fee, together with interest on all such expenses at a reasonable the rate of interest from the date of such breach of the covenants of this Lease.

e. **No Exclusive Remedy.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

15. INDEMNITY & HOLD HARMLESS:

Except to the extent that liability for damages or loss is caused by the gross negligence of Landlord, its agents or employees, Tenant shall indemnify, protect, defend (at Landlord's request and with counsel approved by Landlord) and hold Landlord and each of its respective officers and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorney's fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from: (a) any injury, loss or damage to the person or property of Tenant, or to any other person rightfully in the Leased Property, (i) occurring on or about the Leased Property, or (ii) caused by the negligence or misconduct of Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors, or (iii) resulting from the violation of any legal requirements or the provisions of this Lease by Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors. All property kept, maintained or stored on the Leased Property shall be so kept, maintained or stored at the sole risk of Tenant. If any mechanic's lien is filed against any part of the Leased Property for work claimed to have been done for, or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law or by posting a bond with such surety, in such amount and in such form as landlord deems proper. Tenant shall immediately notify Landlord of any mechanic's lien or other lien filed against the Leased Property or any part thereof by a contractor or subcontractor of Tenant or otherwise by reason of work claimed to have been done for or materials claimed to have been furnished to Tenant. If Tenant fails to remove such lien or post such bond within the ten (10) day period following the filing thereof, Landlord may, at its sole discretion and without waiving its right and remedies based on such breach by Tenant and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall, in such event, pay to Landlord at once, upon notice by Landlord, any sum paid by Landlord to remove such lien, together with interest at a reasonable rate from the date of such payment by Landlord. Landlord shall have the right at all times to post and keep posted on the Leased Property any notices permitted or required by applicable law, or that Landlord shall deem proper for the protection of Landlord, the Leased Property, the property of and any other party having an interest therein, from liens. All material suppliers, contractors, artisans, mechanics, laborers and other parties contracting with Tenant for the furnishing of any

labor, services, materials, supplies or equipment with respect to any portion of the Leased Property are hereby charged with notice that they must look solely to Tenant for payment of the same and Tenant's purchase orders, contracts and subcontracts in connection therewith must clearly state this requirement.

16. NON-LIABILITY:

Landlord shall not be liable for damage to any property of Tenant or of others located on the Leased Property, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any such damage caused by Tenants or persons on the Leased Property, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. All property of Tenant kept or stored on the Leased Property shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

17. ASSIGNMENT OR SUBLETTING:

Tenant shall have no right to the assignment or subletting this Lease to any third parties

18. QUIET ENJOYMENT:

Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Tenant, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on Tenant's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Property for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

19. OVERDUE PAYMENTS:

All monies due under this Lease from Tenant to Landlord shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of five percent (5%) of the amount due.

20. SURRENDER:

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, Tenant shall peaceably surrender the Leased Property in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, Tenant shall, at its expense, remove all personal property and equipment and signs from the Leased Property and any not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by Tenant and at its expense. If the Leased Property is not surrendered on the Expiration Date or the date of termination, Tenant shall indemnify Landlord against loss or liability, claims, without limitation, made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the Leased Property to Landlord at the place then

fixed for payment of rent and shall inform Landlord of combinations of any locks and safes on the Leased Property.

21. HOLDING OVER:

In the event of a holding over by Tenant after expiration or termination of this Lease without the consent in writing of Landlord, Tenant shall be deemed a Tenant at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by Landlord in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of Landlord shall constitute Tenant as a month-to-month Tenant.

22. ABANDONMENT:

In the event Tenant shall vacate the Leased Property or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Property for a period of more than thirty (30) consecutive days (except during any time when the Leased Property may be rendered untenable by reason of fire or other casualty), then in any such event Tenant shall be deemed to have abandoned the Leased Property and Tenant shall be in default under the terms of this Lease.

23. CONSENTS BY LANDLORD:

Whenever provision is made under this Lease for Tenant securing the consent or approval by Landlord, such consent or approval shall only be in writing.

24. NOTICES:

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Tenant at 7044 East Fish Lake Road, Maple Grove, Minnesota 55311, and to Landlord at 7550 Sunwood Drive NW, Ramsey, Minnesota 55303, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

25. RULES AND REGULATIONS:

Tenant shall observe and comply with the rules and regulations as Landlord may prescribe and as listed on Exhibit C attached hereto, on written notice to Tenant for the safety, care and cleanliness of the Leased Property.

26. INTENT OF PARTIES:

Except as otherwise provided herein, Tenant covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant and without waiving or

releasing Tenant from any obligations of Tenant in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the a reasonable rate from the date of making of such expenditure, by Landlord, shall be deemed Additional Rent hereunder, and shall be payable to Landlord on demand. Tenant covenants to pay any such sum or sums with interest as aforesaid and landlord shall have the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent payable under this Lease.

27. GENERAL:

a. **Landlord Tenant Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between the parties hereto being that of Landlord and Tenant.

b. **Effect of Waivers.** No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not then be construed as a wavier of a subsequent breach of the same covenant, term or condition. The consent to or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not waive or render necessary Landlord's consent to or approval of any subsequent similar act by Tenant. No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the Leased Property. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between Landlord and Tenant affecting the Leased Property and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:

a. **Leased Property Use.** The Leased Property shall be used by and/or at the sufferance of Tenant only for the purpose set forth in paragraph 11 above and for no other purposes. Tenant shall not use or permit the use of the Leased Property in any manner that will tend to create waste or a nuisance. Tenant, its employees and all persons visiting or doing business with Tenant in the Leased Property shall be bound by and shall observe the reasonable rules and regulations as listed on Exhibit C attached hereto, made by Landlord relating to the Leased Property, of which notice in writing shall be given to Tenant, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Property are situated, or any other body now or hereafter created with jurisdiction over the Leased Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Leased Property, or the use or manner of use of the Leased Property. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Property and the equipment thereof.

29. HAZARDOUS MATERIAL:

In the event any Hazardous material (hereinafter defined) is brought or caused to be brought into or onto the Leased Property by Tenant, Tenant shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this paragraph, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Tenant shall submit to Landlord on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if Tenant is required to prepare, file or obtain any such plans or permits. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Landlord may suffer or incur as a result of Tenant's introduction into or onto the Leased Property, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

30. CAPTIONS:

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

31. ATTACHMENTS:

See the Exhibits attached hereto and made a part hereof.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Legal Description of the Property on which the Leased Premises is located.
Exhibit B	Graphic Depiction of Leased Property
Exhibit C	Leased Property Rules and Regulations

IN WITNESS WHEREOF, landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD:

**CITY OF RAMSEY, a
Minnesota Municipal Corporation**

By: _____
Bob Ramsey, Mayor

By: _____
Kurt G. Ulrich, City Administrator

TENANT:

**Rock Solid Realty Minnesota, LLC, a
Minnesota Limited Liability Company**

By: _____
Its:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LEASED PREMISES IS LOCATED

That part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32 North, Range 25 West, Anoka County, Minnesota, described as follows:

Commencing at the intersection of the West line thereof and the Southerly right of way line of the Great Northern Railway; thence South along said West line thereof to its intersection with the Northerly right of way line of United States Highway No. 10; thence Southeasterly along said Northerly right of way line of United States Highway No. 10, a distance of 299.65 feet; thence North in a straight line to a point on the Southerly right of way line of said Great Northern Railway distant 297.57 feet Southeasterly from the West line of said Southwest Quarter of Southwest Quarter as measured along said Southerly right of way line; thence Northwesterly along said Southerly right of way line a distance of 297.57 feet to the point of beginning.

EXHIBIT C
TO LEASE AGREEMENT
DATED _____, 2011

LEASED PROPERTY RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on the Leased Property shall be installed at Tenant's sole cost and expense, and in such manner, character and style as Landlord may approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to Landlord's approval which may be withheld in Landlord's sole discretion. In the event of a violation of the foregoing by Tenant, landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

2. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and shall not directly or indirectly make any use of the Leased Property which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Property or may increase the cost of insurance or require additional insurance coverage.

3. Wherever in these Leased Property Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's associates, employees, agents, clerks, invitees, and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, and visitors.

4. Landlord shall have the right to enter upon the Leased Property at all reasonable hours for the purpose of inspecting the same.

5. Landlord shall have the right to enter onto the Leased Property at hours convenient to Tenant for the purpose of exhibiting the same to prospective tenants.

6. Tenant and Tenant's employees, agents, visitors and licensees shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord or Landlord's agent may from time to time adopt. Reasonable notice of any additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

7. Landlord reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Complex. Tenant reserves the right to refuse compliance with any subsequent additional rules and regulations added to those agreed to at the time of signing the Lease.

8. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.