

LEASE

This Lease is effective as of November 3, 2011, and is made by and between the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey, MN 55303 ("Landlord") and Todd N. Bialon, 7751 Highway 10 NW, Ramsey, MN 55303 ("Tenant").

DATA SHEET

1. Premises. The two unimproved parcels (Parcels 1 and 2, hereinafter described) immediately east of 7551 Highway 10 NW, Ramsey, MN 55303 and which parcels are legally described as follows:

Parcel 1 – PIN 28-32-25-31-0004

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence southeasterly along said northerly right-of-way line of said U.S. Trunk Highway No. 10 a distance of 330.05 feet to the actual point of beginning of the tract to be herein described; thence continuing along the northerly right-of-way of said highway a distance of 154.95 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad distant 551.80 feet southeasterly from the west line of said Northeast Quarter of the Southwest Quarter, as measured along said southerly right-of-way line of the Burlington Northern Railroad; thence northwesterly along said southerly right-of-way line of the Burlington Northern Railroad a distance of 155.00 feet; thence southwesterly to the point of beginning.

Together with an easement for ingress and egress purposes over and across the southeasterly 40 feet of the southwesterly 60 feet of the following described property:

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Beginning at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence Southeasterly along said northerly right-of-way line of said U.S. Trunk

Highway No. 10 a distance of 330.05 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad, distant 396.80 feet southeasterly from the point of beginning; thence northwesterly along said southerly right-of-way line of said Burlington Northern Railroad to the point of beginning.

Parcel 2 – PIN 28-32-25-31-0007

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence southeasterly along said northerly right-of-way line of said U.S. Trunk Highway No. 10 a distance of 485.00 feet to the actual point of beginning of the tract to be herein described; thence continuing along the northerly right-of-way of said highway a distance of 140 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad distant 691.80 feet southeasterly from the west line of the Northeast Quarter of the Southwest Quarter, as measured along the southerly right-of-way of the Burlington Northern Railroad; thence northwesterly along said southerly right-of-way line of said Burlington Northern Railroad a distance of 140 feet; thence southwesterly to the point of beginning.

Parcel 3 - PIN 28-32-25-31-0003

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Beginning at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence southeasterly along said northerly right-of-way line of said U.S. Trunk Highway No. 10 a distance of 330.05 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad, distant 396.80 feet southeasterly from the point of beginning; thence northwesterly along said southerly right-of-way line of said Burlington Northern Railroad to the point of beginning.

Subject to an easement for ingress and egress purposes over and across the southeasterly 40 feet of the southwesterly 60 feet of the above described property.

2. Terms. Parcel 1 - 5 years beginning on the Commencement Date (the "Initial Term").

Parcel 2 - 5 years beginning on the Commencement Date (the "Initial Term").

3. Scheduled Commencement Date. November 3, 2011 (the "Commencement Date").

4. Options.

Parcel 1 – consecutive two (2) year options upon agreement of both Tenant and Landlord.

Parcel 2 – consecutive two (2) year options upon agreement of both Tenant and Landlord.

5. Termination. Tenant shall have the right to terminate the Lease on Parcels 1 and 2, or on Parcel 1, or on Parcel 2, upon providing to Landlord, a written notice at least one (1) year prior to the proposed date of termination of the Lease.

Tenant and/or Landlord shall have the right to terminate the Lease at the end of the initial five (5) year term or the two (2) year option terms on Parcels 1 and 2, or on Parcel 2, upon providing to Landlord and/or Tenant a written notice at least one (1) year prior to the proposed date of termination of the Lease.

6. Rental Rate. \$2,560.00 per month for both Parcels 1 and 2.

\$1,146.00 per month if only Parcel 1 is rented.

The above Rental Rate is subject to rent increase pursuant to the following:

- a. Market Rate. After the first five (5) years at which point the first Option, or consecutive option, is exercised the Landlord may increase the Rent by an amount not to exceed three percent (3%) for the Term of the Option.
- b. Taxes. After the first three (3) years of the Lease the Landlord may increase the Rent by the amount that the real estate taxes for the current year for the respective parcels have increased over the prior year, for the year.

The above rent increase provisions are also found in paragraph 7.4 of the Lease Terms below.

7. Permitted Use. Outdoor areas displaying auto, truck and recreational vehicles for sale or rent, or other uses permitted by Ramsey City Ordinances, all being located on paved surfaces.

8. Landlord Address:

City of Ramsey
Attention: City Administrator
Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303

9. Tenant Address:

Todd N. Bialon
7751 Highway 10 NW
Ramsey, MN 55303

LEASE TERMS

1. PREMISES:

Landlord hereby leases to Tenant, and his successors and assigns, and Tenant hereby leases from Landlord, for the Terms described in Item 2 of the Data Sheet and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet.

2. RENTABLE AREA:

The Rentable Area of the Premises is estimated to be the paved surface area as part of the land set forth in Item 1 of the Data Sheet. The actual Rentable Area of the Premises consists of 18611 square feet in Parcel 1 and 14,015 square feet in Parcel 2, totaling 32,626 square feet.

3. LEASEHOLD IMPROVEMENTS:

Tenant is taking the premises "AS IS" and Landlord shall not be obligated to do any work in the Premises. The Tenant shall maintain the Premises as an outdoor storage facility and parking lot and shall not make any structural changes or make any alteration, decoration, addition or improvement to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

4. TERM:

The term of this Lease shall be as described in Item 2 of the Data Sheet above (the "Initial Term") and shall commence upon the "Commencement Date" as described in Item 3 of the Data Sheet above.

5. OPTIONS:

Provided Tenant is not in default hereunder and has performed all of its covenants and obligations hereunder, Tenant may extend the Initial Term of this Lease (hereinafter, the "Options") for an indefinite number of two (2) year Options as to Parcel 1 and an indefinite number of two (2) year Options as to Parcel 2, subject to Landlord and Tenant Agreement. Each Option period shall commence on the first day after the expiration of the Initial Term (the "Expiration Date") upon the terms and conditions, of the Lease, except as set forth below.

Tenant shall exercise the first two (2) year Option only by giving written notice to Landlord not later than 90 days prior to the expiration of the Initial Term ("Expiration Date"), and a similar 90 days notice for each Option thereafter.

6. TERMINATION.

Tenant shall have the right to terminate the Lease on Parcels 1 and 2, or on Parcel 1, or on Parcel 2, upon providing to Landlord a written notice at least one-year prior to the proposed date of termination of the Lease.

Tenant and/or Landlord shall have the right to terminate the Lease at the end of the initial five (5) year term or the two (2) year option terms on Parcels 1 and 2, or on Parcel 2, upon providing to Landlord and/or Tenant a written notice at least one (1) year prior to the proposed date of termination of the Lease.

7. RENT:

7.1 During the Initial Term, Tenant shall pay \$2,560.00 per month as and for the rent of the Premises (the "Base Rent"). Tenant will pay all of his operating costs associated with maintenance of the Premises as an outdoor storage facility and parking lot. Rent is due in advance on the fifteenth day of each month with the first rental period payment due on the fifteenth day of November 2011 and continuing on the fifteenth day of each month thereafter during the term. Tenant shall NOT be required to pay rent from the Commencement Date through November 14, 2011.

7.2 In the event Parcel 2 is not being rented then the Tenant shall pay \$1,460.00 per month as the Rent for Parcel 1.

7.3 Landlord shall pay the real estate taxes, special assessments or any other charges the Landlord makes against the Premises, EXCEPT for the City's Storm Water Management which shall be the Tenant's responsibility.

7.4 Rent Increase:

(i) Market Rate. After the first five (5) years at which point the first Option, or consecutive option, is exercised the Landlord may increase the Rent by an amount not to exceed three percent (3%) for the Term of the Option.

(ii) Taxes. After the first three (3) years of the Lease the Landlord may increase the Rent by the amount that the real estate taxes for the current year for the respective parcels have increased over the prior year, for the year. The real estate taxes due on Parcel 1 in 2011 are \$8,356.00 (PIN: 28-32-25-31-0004). The real estate taxes due on Parcel 2 in 2011 are \$6,324.00 (PIN: 28-32-25-31-0007).

8. USE:

Tenant will use and occupy the Premises solely as a parking lot or outdoor operable auto, truck and recreational vehicles storage facility, or other uses permitted by Ramsey City Ordinance.

9. ASSIGNMENT AND SUBLETTING:

9.1 Tenant previously owned the Premises and leased the Premises to Barry Gallati, EZ Auto Sales, Inc., Ryan Plonske, Orlando Holden and Kenyatta Holden and Anatoliy Loginov ("Existing Tenants"). Tenant's leases with Existing Tenants do not terminate until January 21, 2013, December 31, 2014, May 31, 2014, August 14, 2014 and October 31, 2014. The lease

relationships between Tenant and the Existing Tenants are acceptable to Landlord, and will continue and may be renewed.

9.2 Tenant shall have the right to sublease the Premises. Tenant shall notify the Landlord of the said subtenant's name and contact information prior to signing a sublease with any new subtenant. Tenant shall notify any prospective subtenant of the Landlord's pending Highway 10 Improvement project. Tenant shall require its subtenants to execute the attached Exhibit A, titled Lease Addendum Subsequent Tenant, and attach said Exhibit A as an addendum to any future Premises subleases. Tenant agrees to indemnify and hold harmless the City of Ramsey (Landlord) from any relocation expenses the said City is required by law to pay as a result of Tenant's failure to obtain the execution of Exhibit A. Tenant does not guarantee the effectiveness of the provisions contained in Exhibit A.

9.3 In the event Tenant sells Parcel 3, the Tenant and his successors in interest shall also have the right to assign this Lease to the new owner of Parcel 3.

10. MAINTENANCE:

Tenant agrees to keep and maintain the Premises and the fixtures and equipment in a properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Term, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date.

Tenant shall keep all rubbish, garbage or other refuse in proper containers and shall promptly empty same into the collection area designated from time to time by Landlord.

11. ALTERATIONS; EQUIPMENT; MOVING:

11.1 Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

11.2 Tenant shall not install any equipment containing Hazardous Materials or any equipment which will or may necessitate any changes, replacements or additions to the Premises.

11.3 The pylon sign on the Premises is owned by the Tenant and at the end of the lease term shall be removed by the Tenant.

12. RIGHT OF ENTRY:

Tenant will permit Landlord, or its representatives, to enter the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations, restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises.

13. SERVICES AND UTILITIES:

Landlord shall continue to maintain any utility service, if any, which is currently supplied to the Premises. The Tenant shall pay for the use of such utility services, if any, during the Term.

14. WAIVER AND INDEMNITY:

14.1 Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers and employees and property manager from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

14.2 Tenant agrees to indemnify, defend and hold Landlord and its partners, officers and employees and property manager harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the Premises, except to the extent caused by the negligent act or intentional misconduct of Landlord or its partners, officers of employees or property manager.

15. INSURANCE:

Tenant agrees to purchase, in advance, and to carry in full force and effect general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$1,000,000.00 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combination with umbrella excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. The tenant shall provide an insurance certificate naming the City of Ramsey as an additional insured. The City of Ramsey shall receive a written notice of insurance termination 30 days prior to cancellation.

If the above insurance policy ceases to be available, or is available on terms so unacceptable that prudent landlords or tenants, as the case may be, generally do not carry such insurance, then in lieu of such insurance the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties.

16. DEFAULT:

16.1 Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of five (5) days after the due date therefor;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for fifteen (15) days after notice from Landlord; provided, however, that if the nature of such default is such that Tenant can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as Tenant commences cure within fifteen (15) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Project or to persons using the Project;

(iii) Tenant shall file or have filed against it or any guarantor of this Lease any bankruptcy or other creditor's action, or make an assignment for the benefit of his creditors.

16.2 If an Event of Default shall have occurred and be continuing, landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 16.2.

16.3 If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

16.4 From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

16.5 No termination of this Lease pursuant to Section 16.2 and no Repossession of the Premises pursuant to Section 16.3 or otherwise shall relieve Tenant of his liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent payable under this Lease by Tenant if this Lease were still in effect,

less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.4 after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorney's fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. At any time after such termination or Repossession, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Premises for the same period, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.

16.6 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

17. WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

18. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Premises, or in the case of a sale-leaseback, the lessee of the underlying land, at the relevant time. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Premises and any insurance proceeds payable to Landlord with respect to the Premises, and with respect to any liability accrued prior to a transfer, any net proceeds received by the transferor Landlord in consideration of the transfer.

19. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that he is leasing the Premises on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon his own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by Landlord. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, THE PROJECT OR ANY PART THEREOF, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, THE PROJECT OR ANY PART THEREOF.

20. NOTICES:

All notices or other communications hereunder shall be in writing and shall be effective if hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight express service which maintains confirmation of delivery, (i) if to Landlord at Landlord Address set forth on Item 9 of the Data Sheet, and (ii) if to Tenant, at Tenant Address set forth in Item 10 of the Data Sheet, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the Postal Service or overnight delivery service, notice shall be deemed given on the date acceptance is refused.

21. ESTOPPEL CERTIFICATES:

Tenant agrees at any time and from time to time, upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, (iv) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than thirty (30) days in advance, and (v) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Project or any prospective purchaser of the Project. Tenant acknowledges that failure to comply with this Section 21 on a timely basis

could result in loss of a favorable sale and Tenant agrees to be liable for any consequential damages resulting from Tenant's breach hereunder.

22. SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of his property therefrom, remove any Hazardous Materials installed, used, generated, stored or disposed of by Tenant, and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal and Tenant shall indemnify, defend and hold Landlord harmless from any cost or liability due to disposition of any property in the Premises in which a person other than Tenant has in interest. Should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Term, whether with or without the consent of Landlord, such tenancy shall be from month to month and the monthly Rent set forth in the term sheet shall be payable if Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

23. BROKERS:

Tenant warrants that he has not engaged or dealt with any broker in connection with this Lease and Tenant agrees to indemnify and hold Landlord harmless from and against any claim for broker's fees or finder's fees asserted by anyone on account of any dealings with Tenant in connection with this Lease.

24. MISCELLANEOUS:

- (a) This Lease is governed by and shall be construed according to the laws of the State of Minnesota.
- (b) The captions in this Lease are for convenience only and are not a part of this Lease.
- (c) Time is of the essence.
- (d) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.
- (e) If any provision of this Lease is invalid or unenforceable to any extent, then such provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.
- (f) This Lease contains the entire agreement of the parties hereto with respect to the Premises and Project. This Lease may be modified only by a writing executed and delivered by both parties.

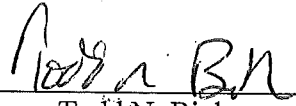
- (g) Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of landlord and tenant.
- (h) This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.
- (i) Tenant shall have the right to plow snow off the parking lot and onto the adjacent property owned by Landlord.

LANDLORD

TENANT

THE CITY OF RAMSEY, A MINNESOTA
MUNICIPAL CORPORATION

By: 
Its: Mayor


Todd N. Bialon

ATTEST:
By: 
Its: City Administrator

Exhibit A

**Lease Addendum to
Subsequent Tenant**

NOTICE OF RELOCATION INELIGIBILITY

This addendum to lease is made this ____ day of _____, 20__ by and between Todd N. Bialon dba EZ Auto, ("Tenant/Landlord"), and _____, ("Subtenant") and is regarding the property located at 7551 Highway 10 NW, Ramsey, Minnesota.

RECITALS

- A. The City of Ramsey (the "City") is the fee title owner of two parcels of property lying directly east of the property commonly known as 7551 Highway 10 NW Ramsey, Minnesota which two parcels are legally described on attached Exhibit A. (the "Premises").
- B. The City purchased the Premises for the future purposes of a U.S. Highway 10 Road Improvement Project (the "Project"). Tenant/Landlord has leased the Premises from the City. The Project will require all occupants including any of Tenant/Landlord's Subtenants of the Premises to vacate the Premises as of yet on an undetermined date in the future. At a minimum, any Subtenant will receive a 90 Day written Notice to vacate the Premises from the City.
- C. The Tenant/Landlord's lease of a part of the Premises described on attached Exhibit B with Subtenant (Name of Subtenant), is conditioned upon the following terms:
1. The Subtenant understands that, it/he/she is leasing the Premises after the City has acquired and became fee owner of the Premises.
 2. The Subtenant is a "subsequent tenant" to the acquisition by the City and as such, WILL NOT be considered a "displaced person" as defined by Minnesota Statute §117.52, the Minnesota Uniform Relocation Assistance Act and as Amended.
 3. Pursuant to Minnesota Statute, "Subsequent tenants" ARE NOT eligible to receive any relocation assistance, such as actual moving costs or business reestablishment expenses from the City at the termination of this sublease.
 4. This Lease Addendum is a **NOTICE OF RELOCATION INELIGIBILITY**, and it is not a waiver of benefits.
 5. By signing this document Subtenant acknowledges receipt of the above disclosures. In addition, Subtenant is advised that this is a binding legal document and that Subtenant may want to seek legal advice prior to signing this document.

Todd N. Bialon dba EZ Auto

Landlord – Todd N. Bialon

Subtenant

Date: _____

Date: _____

City of Ramsey fee owner of the Premises acknowledges this Sublease Addendum

By: _____

Date: _____

Its: _____

EXHIBIT A – LEGAL DESCRIPTION

Parcel 1 – PIN 28-32-25-31-0004

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence southeasterly along said northerly right-of-way line of said U.S. Trunk Highway No. 10 a distance of 330.05 feet to the actual point of beginning of the tract to be herein described; thence continuing along the northerly right-of-way of said highway a distance of 154.95 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad distant 551.80 feet southeasterly from the west line of said Northeast Quarter of the Southwest Quarter, as measured along said southerly right-of-way line of the Burlington Northern Railroad; thence northwesterly along said southerly right-of-way line of the Burlington Northern Railroad a distance of 155.00 feet; thence southwesterly to the point of beginning.

Together with an easement for ingress and egress purposes over and across the southeasterly 40 feet of the southwesterly 60 feet of the following described property:

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Beginning at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence Southeasterly along said northerly right-of-way line of said U.S. Trunk Highway No. 10 a distance of 330.05 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad, distant 396.80 feet southeasterly from the point of beginning; thence northwesterly along said southerly right-of-way line of said Burlington Northern Railroad to the point of beginning.

Parcel 2 – PIN 28-32-25-31-0007

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the point of intersection of the west line of said Northeast Quarter of the Southwest Quarter with the southerly right-of-way line of the Burlington Northern Railroad; thence southerly along said west line of said Northeast Quarter of the Southwest Quarter to its intersection with the northerly right-of-way line of U.S. Trunk Highway No. 10; thence southeasterly along said northerly right-of-way line of said U.S. Trunk Highway No. 10 a distance of 485.00 feet to the

actual point of beginning of the tract to be herein described; thence continuing along the northerly right-of-way of said highway a distance of 140 feet; thence northerly to a point on said southerly right-of-way line of said Burlington Northern Railroad distant 691.80 feet southeasterly from the west line of the Northeast Quarter of the Southwest Quarter, as measured along the southerly right-of-way of the Burlington Northern Railroad; thence northwesterly along said southerly right-of-way line of said Burlington Northern Railroad a distance of 140 feet; thence southwesterly to the point of beginning.