

COMMERCIAL LEASE AGREEMENT
(Base Rent plus Operating Costs & Real Estate Taxes)

PARTIES:

THIS LEASE is made and entered into this 25th day of January, 2018, by and between LAKE ELMO BANK AS TRUSTEE OF TRUST B UNDER ARTICLE 3 OF THE WILL OF DARWIN L. ENGSTRAND and its successors and/or its assigns (hereinafter referred to as "**Landlord**") and Exhibitmax Inc., a Minnesota Corporation (hereinafter referred to as "**Tenant**"), collectively referred to as the "**Parties**"). For and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto do hereby mutually agree as follows:

1. BASIC LEASE PROVISIONS:

- 1.1. Demised Premises: The spaces in the Building outlined on Exhibit A and known as Suite No. 8910.
- 1.2. Building: The term "Building" shall mean the land, buildings and all other improvements to the land located at: 8910 Wentworth Avenue South, Bloomington, MN 55420 including, but not limited to: parking garage(s), parking space(s), sidewalk(s), and exterior landscaping.
- 1.3. Lease Term: Twenty-Four (24) months.
- 1.4. Commencement Date: February 1, 2018.
- 1.5. Rentable Area of Demised Premises: 13,800 square feet. (Rentable area = 46,802/sf)
- 1.6. **Tenant's** Pro Rata Share: 29.49%
- 1.7. **Tenant's** Security Deposit: \$8,153.25
- 1.8. Base Rent:

	per Month	per Year
Months 01 - 24	<u>\$5,755.00</u>	<u>\$69,060.00</u>
- 1.9. Land: Hennepin County PID 10-027-24-24-0037.
- 1.10. Termination Date: January 31, 2020.
- 1.11. Additional Rent: All amounts payable by **Tenant** under this Lease other than Base Rate.
- 1.12. **Landlord** Notice Address: Kendall Commercial Advisors, Inc., P.O. Box 385845 Bloomington, MN 55438.
- 1.13. **Tenant** Notice Address: 8910 Wentworth Avenue South, Bloomington, MN 55420.

2. PREMISES AND TERM:

- 2.1. **Landlord** does hereby lease to **Tenant**, and **Tenant** does hereby lease from **Landlord**, for the term and upon the conditions provided herein, the Demised Premises having a Rentable Area as set forth in Article 1.5 as measured from the center line of all common walls and to the outside of all exterior walls. In computing the Rentable Area of the Demised Premises no deduction or exclusion shall be made for areas or space occupied by columns, stairs, elevators interior partitions, basements, vaults or other interior construction or equipment installed, placed or employed in the Demised Premises. The Demised Premises shall include the proportionate percentage of the interior common area (if any). **Landlord** shall not make, and is under no obligation to make any structural or other alterations, decorations, additions or improvements, in or to the Demised Premises except as set forth on Exhibit B. **Landlord** reserves the right to approve **Tenant's** plans for layout of its space, which approval shall not be unreasonably withheld.
- 2.2. The term of this Lease shall commence upon the Commencement Date defined in Article 1.4 and expire on midnight on the Termination Date defined in Article 1.10. Provided, however, that in the event that on the date of execution of this Lease, **Landlord** has not completed the finishing of the Demised Premises in accordance with the provisions of Exhibit B, **Landlord** shall give at least ten (10) days prior written notice to **Tenant** of the approximate date on which the Demised Premises shall be available for occupancy by **Tenant**.
- 2.3. If **Landlord** is unable to give possession to **Tenant** by reason of delays in **Landlord's** construction or the holding over or retention of possession by any prior tenant or occupant, the Commencement Date shall be extended for such period as may be reasonably necessary to complete said construction or evict such tenant or occupant and to deliver possession of the Demised Premises to **Tenant**. This Lease shall be deemed a binding obligation of **Tenant** irrespective of occurrence of the Commencement Date provided, and **Landlord** shall not be liable to **Tenant** for any costs resulting from such delay. If the Commencement Date

shall not have occurred prior to twelve (12) months after the date hereof, either party may, without further obligation, terminate this Lease. Any postponement of the Commencement Date, shall not affect the Termination Date.

3. BASE RENT

Tenant shall pay as Base Rent for the Demised Premises, without any setoff or deduction therefrom, the amount set forth in Article 1.8 in advance, on the first day of each month and every calendar month during the term hereof. If the term of this Lease begins on a date other than the first day of a month, Base Rent from such date to the end of such month shall be prorated at the rate of one-thirtieth (1/30) of the fixed monthly rental for each day payable in advance. **Tenant** shall pay Base Rent together with Additional Rent, to the **Landlord** at the address of **Landlord** as set forth in Article 1.12, or to such other party or to such other address as **Landlord** may designate from time to time by written notice to **Tenant**, without demand and without deduction, set-off, or counterclaim. If **Landlord** shall at any time accept Base Rent after it shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as, a waiver of any or all of **Landlord's** rights hereunder.

4. CONTRIBUTION TO OPERATING COSTS AND TAXES: 2018 \$3.10/psf

4.1. **Tenant** agrees to pay as Additional Rent **Tenant's** Pro-Rata Share of all expenditures incurred by **Landlord** (hereinafter referred to as "Operating Costs") during any calendar year and shall be payable on the first day of each month and added to the monthly Base Rent. Operating Expenses shall include **Landlord's** costs of maintaining, repairing and operating the Building including, but not limited to: expenses related to provisioning, operating, maintaining, repairing and replacing any part of the Building, including basic sewer and water service, window washing, landscaping, planters, paving, curbs, sidewalks, roadways, parking facilities (including all parking lots, garages and ramps), drainage facilities, machines, equipment and lighting facilities; management fees; insurance (which may include, but not be limited to, hazard, plate glass, boiler and machinery, liability and loss of rent insurance) as well as losses not covered by insurance (i.e. insurance "deductibles," but not in excess of \$10,000.00 per claim); security expenses; costs incurred in renting equipment necessary appropriate for the smooth operation of the Building; costs of contesting the value of the Building for real estate taxation purposes; wages, salaries and related expenses of all employees engaged in the management, operation, maintenance or security of the Building; the cost of all supplies and materials used in the operation and maintenance of the Building; exterior light bulbs, ballasts and HVAC filters; the cost of maintenance and service agreements for the Building and the equipment therein; accounting and audit costs; the cost of all utilities serving the and exterior portions of the Building, including, without limitation, water, electricity and gas and the cost of heating, lighting, air conditioning and ventilating the unoccupied portions of the Building; interior and exterior maintenance expenses including expenses related to maintenance of the roofs, foundations and structural portions of the Building and the electrical, mechanical, plumbing and other systems and facilities serving the Building; amortization, on a commercially reasonable basis, of capital improvements (including interest expenses) made to: (i) reduce operating costs, (ii) comply with the requirements of **Landlord's** insurance carrier, (iii) comply with any law, rule, regulation order of any governmental authority; the annual cost of capital improvement projects performed in phases on a multi-year, and Building-wide basis, including but not limited to roof projects, where the purpose of such projects is to preserve existing improvements or prevent damage to the structure or systems serving the improvements within the Building. **Landlord's** records regarding Operating Expenses shall be made available to **Tenant**, at **Landlord's** place of business, during normal business hours upon request of **Tenant**. The Parties acknowledge that certain Operating Expenses are incurred largely based upon the occupancy of the Building. Therefore, it is agreed that in the event the Building is not fully occupied during any calendar year, a reasonable and equitable adjustment shall be made by **Landlord** in computing the Operating Expenses for that Calendar Year so that the Operating Expenses so affected by occupancy shall be adjusted to the amount that would have been incurred had the Building been fully occupied during such Calendar Year. **Tenant's** Pro-Rata Share of such amounts shall be as set forth in Article 1.6. The monthly payment shall be based on the **Landlord's** reasonable estimate of the costs made at the beginning of each year or as adjusted from time to time.

The Operating Cost estimate for 2018 is: **\$1.18/sf**

4.2. **Landlord** shall pay all "Taxes" with respect to any calendar year which shall be defined as and comprised of: (i) real property taxes and annual installments of special assessments due and payable against the Land, and the Building; (ii) any taxes levied or assessed, in whole or in part, in lieu of real estate taxes; (iii) any taxes on the stream of rental income (other than income taxes); (iv) all other taxes or any other federal, state or local governmental charges on the Land, the Building or this Lease; and (v) any sales tax or similar tax assessed or payable in connection with services provided by **Landlord** hereunder. **Tenant** shall also

pay as Additional Rent any and all Taxes levied or assessed, in whole or in part, based on the value of **Tenant's** personal property in the Premises. **Tenant** shall reimburse **Landlord** for **Tenant's** Pro-Rata Share of such payments of Taxes, as set forth above, as Additional Rent. **Tenant's** Pro-Rata Share of such costs shall be as set forth in Article 1.6. One-twelfth (1/12) of a full year's Taxes, as set forth above, of which are next payable, shall be payable on the first day of each month and added to the monthly Base Rent. This amount may be based on **Landlord's** reasonable estimate until the actual tax amounts are available and when available an adjustment shall be made and any difference shall be payable based on **Tenant's** actual Pro-Rata Share as determined. **Tenant's** Pro-Rata Share of such taxes payable in the first and last years of this Lease shall be equitably prorated based on the portion of the year included in the Lease Term.

The Taxes estimate for 2018 is: **\$1.47/sf**

- 4.3. Within sixty (60) days of after the end of the calendar year falling wholly within the term of this Lease, and each succeeding calendar year, **Landlord** shall furnish a statement of operating costs for the Building and **Tenant's** Pro-Rata Share of the operating costs and taxes described in this Article 4. If, at the end of any such year, the amount paid by **Tenant** is greater than its Pro-Rata Share, as shown on said statement, the excess shall be credited against the next payment due. If, at the end of any such year, the amount paid by **Tenant** is less than its Pro-Rata Share, as shown on said statement, the deficiency shall be payable within the next monthly Base Rent payment due hereunder. **Landlord** shall have the right to revise its estimate of operating costs in good faith during any calendar year and **Tenant's** monthly installment shall thereafter be based on the adjusted amount.
 - 4.4. Tenant's obligation to pay Additional Rent under this Article 4 for the final period of the Lease (as well as for any earlier period in arrears), shall survive the expiration or sooner termination of this Lease.
 - 4.5. Any questions, concerns or claims regarding **Landlord's** computation or allocation of Operating Costs and/or Taxes must be made by written notice delivered to the **Landlord** within ninety (90) days after the date of the Landlord's delivery of the statement in question to Tenant.
5. **USE:**
Tenant shall use and occupy the Demised Premises solely for the following purpose(s): design and production of trade show exhibits and the like in accordance with the uses permitted under all applicable regulations of all governmental authorities having jurisdiction over the Demised Premises. Without the prior written consent of **Landlord**, the Demised Premises shall not be used for any other purpose. **Tenant** shall not use or occupy the Demised Premises for any unlawful purpose, and shall comply with all present and future laws, ordinances, regulations and orders of the United States of America, the State of Minnesota and all governmental units having jurisdiction over the Demised Premises.
6. **INDEMNITY:**
Except to the extent of its willful misconduct or gross negligence, **Landlord** (including its members, managers, employees, agents and representatives) shall not be liable to **Tenant**, or those claiming through or under **Tenant**, for any injury, death or property damage occurring in, on or about the Demised Premises, or the Building, and **Tenant** shall indemnify **Landlord** and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, on or about the Building or Demised Premises to **Tenant** or to an employee, customer or invitee of **Tenant**.
7. **ASSIGNMENT AND SUBLETTING:**
Tenant shall not assign, transfer, mortgage, or encumber this Lease, or sublet or rent or permit occupancy or use of the Demised Premises, or any part thereof by any third party, without in each instance obtaining the prior written consent of **Landlord**. If **Tenant** is a corporation, partnership, limited liability company or other entity, **Tenant** agrees that a sale, transfer or assignment of such amount of any interest in such entity so as to control the entity shall be considered an assignment within the meaning of this article. The consent by **Landlord** to any assignment or subletting shall not be construed as a waiver or release of **Tenant** from the terms of any covenant or obligation under this Lease; not shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of **Tenant** from obtaining the consent in writing of **Landlord** to any further assignment or subletting.

8. MAINTENANCE:

Tenant shall at all times keep the Demised Premises and all fixtures and equipment therein in clean, safe and sanitary condition, shall take good care thereof, shall suffer no waste or injury thereto, and shall, at the expiration or other termination of the term of this Lease, surrender same with all walls, carpets and other improvements cleaned and in the same order and condition in which they are on the date of commencement of the term of this Lease, ordinary wear and tear excepted. **Landlord**, subject to **Tenant's** obligation to contribute to Operating Expenses as provided by provisions of Article 4, and further subject to the provisions hereinafter contained with regard to damage by fire or other casualty, shall make all necessary structural repairs as well as all necessary repairs to the common areas (if any) in/around the Building, the outer walls, roof, downspouts, gutters, windows and window panes. Any cost of repairs to the Building, to the Demised Premises or to any common areas, which are occasioned by the acts of **Tenant**, its officers, employees, agents, or invitees, shall be paid for by **Tenant** as Additional Rent hereunder immediately upon billing.

Additional maintenance and/or repair expenses during the term of this lease. Check on the left and initial to the right the responsible party:

- Plumbing located inside Demised Premises **Tenant** _____
- Plumbing located outside of Demised Premises **Landlord** _____ (OpExp)
- Electrical located inside Demised Premises **Tenant** _____
- Electrical located outside Demised Premises **Landlord** _____ (OpExp)
- HVAC repair and replacement **Tenant** _____
- HVAC annual preventative maintenance **Landlord** _____ (OpExp)
- Sewage located in Demised Premises **Tenant** _____
- Sewage located outside of Demised Premises **Landlord** _____ (OpExp)

9. ALTERATIONS:

Tenant shall not make or permit anyone to make any alterations, decorations, additions, or improvements, structural or otherwise, in or to the Demised Premises (less than \$5,000 in value) or the Building (of any value), without the prior written consent of **Landlord**. **Landlord** shall not unreasonably withhold consent on **Tenant's** interior decorations. As a condition precedent to such written consent of **Landlord**, **Tenant** agrees to obtain and deliver to **Landlord** such security as **Landlord** shall, in its sole discretion, request. If any mechanic's lien is filed against the Demised Premises, or the Building of which the Demised Premises are a part, 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. If **Tenant** shall fail to discharge any such mechanic's lien, **Landlord**, may at its option discharge same and treat the costs thereof as Additional Rent payable with the next monthly installment of Base Rent, it being expressly agreed that such discharge by **Landlord** shall not be deemed to waive, release the default of **Tenant** in not discharging the same. **Tenant** shall indemnify, defend and hold **Landlord** harmless from and against any and all expenses, liens, claims, or damages to person or property which may or might arise by reason of the making of such alterations, decorations, additions or improvements. If any such alteration, decoration, addition or improvement is made without the prior written consent of **Landlord**, **Landlord** may correct or remove the same and the **Tenant** shall be liable for any and all expenses incurred by **Landlord** in the performance of this work. All alterations, decorations, additions, additions or improvements in or to the Demised Premises or the Building made by either party shall immediately become the property of **Landlord** and shall remain upon and be surrendered with the Demised Premises as part thereof at the end of the term hereof without disturbance, molestation or injury; provided, however, that if **Tenant** is not in default in the performance of any of its obligations under this Lease, and further provided that any and all damage resulting therefrom be repaired, **Tenant** shall have the right to remove, prior to the expiration or termination of the term of this Lease, all moveable furniture, furnishings, or trade fixtures installed in the Demised Premises at the expenses of **Tenant** and if such property is not removed by **Tenant** prior to the expiration of the term of this Lease, the same shall become the property of **Landlord** and shall be surrendered with the Demised Premises as a part thereof. **Landlord** shall have the right to sell, consign or dispose of any surrendered items (without notice to **Tenant**) and any costs affiliated therewith may be assessed to **Tenant**, notwithstanding the expiration or termination of this Lease. In the event **Tenant** shall construct any special improvements on the Demised Premises, **Landlord** may request that **Tenant** remove the same upon termination of this Lease, and **Tenant**, shall in such event, remove same and restore the Demised Premises to their original condition all at **Tenants** expense.

10. SIGN, FURNISHINGS:

- 10.1. No sign, advertisement, or notice shall be inscribed, painted, or displayed on any part of the outside or the inside of the Building except as follows: exterior signage on the building above the Demised Premises and on the front door of the entry to the Demised Premises, "Permitted Signage"; when made available by **Landlord**. The placement, size, color and style of Permitted Signage must be approved by all governing authorities and Landlord before installation. **Tenant** is responsible for procuring all necessary permits and approval from governing authorities, and **Tenant** shall not assume that approval by Landlord is the equivalent of or a substitute for approval from governing authorities. The Permitted Signage shall be installed at **Tenant's** expense by **Landlord** or a contractor approved by **Landlord**, unless Landlord shall otherwise agree in writing. If any sign, advertisement or notice is improperly exhibited, **Landlord** shall have the right to remove the same and **Tenant** shall be liable for any and all expenses incurred by **Landlord** by said removal. **Tenant** shall also be responsible for all costs affiliated with removing its signage within ten (10) days of termination or expiration of this Lease and any damage caused to the Building during the installation or removal of the signage.
- 10.2. No furniture, equipment or other bulky matter of any description shall be received into the Building or carried in the elevators except as approved by **Landlord**. All moving of furniture, equipment and other material shall be done at other than normal business hours and be under the direct control and supervision of **Landlord** who shall, however, not be responsible for any damage to or charges for moving the same, unless damage is the result of **Landlord's** negligence. **Tenant** agrees promptly to remove from the sidewalks adjacent to the Building any of **Tenant's** furniture, equipment or other material there delivered or deposited. **Landlord** shall have the right to limit the weight and prescribe the position of safes and other heavy equipment or fixtures. Any and all damage or injury to the Demised Premises or the Building caused by moving the property of **Tenant** in or out of the Demised Premises, or due to the same being on the Demised Premises shall be repaired by, and at the sole cost of, **Tenant**.

11. RIGHT OF ENTRY:

Tenant shall permit **Landlord**, or its representative(s), to enter the Demised Premises, without charge therefor to **Landlord** and without diminution of the rent payable by **Tenant**, to collect rent which may be due, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of **Landlord** may be deemed necessary for the Demised Premises, for any other premises in the Building or the Building itself, or to exhibit the same to prospective tenants during the last 180 days of the term of this Lease and to exhibit the Building to prospective purchasers at any time. **Landlord** shall also have the right from time to time to enter into the Demised Premises to service any mechanical systems within the Demised Premises, and to adjust any mechanical controls within the Demised Premises including, but not limited to, the installation of mechanical, electrical and plumbing systems for use of other tenants in the Building. In such event, **Landlord** shall use its best efforts to not unreasonably interfere with the conduct of **Tenant's** business, and **Landlord** shall return the Demised Premises to the condition they were in prior to entry.

12. INSURANCE RATING:

Tenant shall not conduct or permit to be conducted any activity, or place any equipment in or about the Demised Premises, which shall in any way increase the rate of fire insurance or other insurance on the Building, and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of **Tenant** in or about the Demised Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, **Tenant** shall be liable for such increase as Additional Rent and shall reimburse **Landlord** therefor.

13. TENANT EQUIPMENT:

Tenant shall not install any other equipment of any kind or nature whatsoever which shall or may necessitate any changes, replacements or additions to, or in the use of, the heating system, air-conditioning system or electrical system of the Demised Premises or the Building without first obtaining the prior written consent of **Landlord**. Business machines and mechanical equipment belonging to **Tenant**, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to **Landlord** or to any tenant in the Building shall be installed and maintained by **Tenant**, at **Tenant's** expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

14. SERVICES AND UTILITIES:

Landlord shall furnish **Tenant** with access to reasonable and adequate natural gas, electricity, heat, cooling, water, sewer, rubbish and recycling service and other utilities (except telephone, data lines, etc.) during normal business hours. **Tenant** shall contract separately from Landlord, and directly pay for any and all costs associated with the provisioning, operation and consumption of the above named services and utilities (except water and

sewer, which is subject to recovery by **Landlord** as Operating Costs pursuant to the provisioning of Article 4 hereof). **Landlord** shall not be liable for failure to furnish, or for delay or suspension in furnishing, any services or utilities caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials or other causes beyond **Landlord's** control. **Tenant** shall conserve heat, air conditioning, water and electricity and shall use due care in the use of the Demised Premises and of the public areas in the Building, and, without qualifying the foregoing, shall not neglect or misuse water fixtures, electric lights and heating and air conditioning apparatus. No temporary interruption or failure of such services incidental to the making of repairs, alterations or improvements, or due to accidents or strike or conditions or events not under **Landlord's** control shall be deemed as an eviction of **Tenant** or relieve **Tenant** from any of **Tenant's** obligations hereunder.

15. LIABILITY OF LANDLORD:

Except the extent of **Landlord's** willful misconduct or gross negligence, **Landlord** shall not be liable to **Tenant**, its employees, agents, business invitees, licensees, customers, clients, family members, guests or trespassers for any damage, compensation or claims arising from the necessity of repairing any position of the Building or the amenities within or without the Building; the interruption in the use of the Demised Premises; accidents or damage resulting from the use or operation by **Landlord**, **Tenant** or any other person or persons whatsoever of elevators, or heating, cooling, electrical or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction or condemnation of the Demised Premises; any fire, robbery, theft or any other casualty; any leakage or bursting of pipes or water vessels or any roof or wall leakage, in any part or portion of the Demised Premises or the Building, from water, rain, snow or underground water that may leak into, flow on or flow from, any part of the Demised Premises or the Building; or any other cause whatsoever.

16. TENANT INSURANCE:

Tenant agrees to purchase in advance, and to carry in full force and effect during the entire term of this Lease the following insurance:

- 16.1. "All risk" fire and casualty insurance, including endorsements for extended coverage, vandalism and malicious mischief, and water damage, covering the full replacement value of all of **Tenant's** leasehold improvements in excess of building standard improvements, fixtures and trade fixtures and all of its personal property and equipment within or without the Demised Premises.
- 16.2. Liability insurance covering all acts of **Tenant**, its employees, agents, representatives and guests within the Building in a single limit amount of not less than \$1,000,000.00.
- 16.3. Property damage liability insurance in an amount of not less than \$1,000,000.00.
- 16.4. Such other or additional insurance coverage as shall from time to time may be reasonably necessary, notice of which shall be given to **Tenant**.
- 16.5. Said insurance policies shall, unless **Landlord** shall otherwise agree, include a waiver of subrogation endorsement, as set forth in Article 18 below.
- 16.6. All said insurance shall name **Landlord** as an additional insured or loss payee as appropriate, and shall not be cancelable on less than thirty (30) days written notice to **Landlord** by the insurer. **Tenant** at least thirty (30) days prior to the termination date of any existing policy and ten (10) days prior to occupancy of the Demised Premises shall deliver certificates of all such insurance to **Landlord**.

17. LANDLORD INSURANCE:

Landlord shall purchase and carry in full force and effect throughout the term of this Lease all insurance necessary to satisfy all of **Landlord's** obligations hereunder, the expense for which shall be an operating cost of the Building. Copies shall be provided to **Tenant** upon written request of **Tenant**.

18. WAIVER OF SUBROGATION:

Notwithstanding any other provision in this Lease to the contrary, each of **Landlord** and **Tenant** hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each of **Landlord** and **Tenant** agrees that its policies shall include such a clause or endorsement.

19. FIRE OR OTHER CASUALTY:

If the Demised Premises or the access thereto shall be partially or completely damaged by fire or other cause, without the fault or neglect of **Tenant**, **Landlord** may (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) undertake to repair such damage at the expense of **Landlord**. This Lease shall, except as hereinafter provided, remain in full force and effect following such damage and the Base Rent, abatement prorated to the extent that the Demised Premises are rendered untenable, shall continue to be payable during the period of repairs; provided, however, in the event the Building is damaged by

fire or other cause to such extent that damage cannot, in **Landlord's** sole judgment, be fully repaired within a reasonable time after the date of such damage, **Landlord** shall have the option (but not the obligation) to terminate this Lease by giving written notice to **Tenant** of such decision and the term of this Lease shall terminate on the day such notice is given. Such notice shall be given within ninety (90) days of the occurrence of damage, or the right to give such notice shall be deemed to be waived. In the event **Landlord** elects to repair said damage, this Lease shall remain in full force and effect subject to abatement of Base Rent, as hereinbefore provided.

20. SECURITY DEPOSIT:

Simultaneously with the execution of this Lease, **Tenant** shall deposit with **Landlord** a Security Deposit in the amount set forth in Article 1.7. The Security Deposit shall be considered as security for payment and performance by **Tenant** of all of **Tenant's** obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, **Landlord** shall, provided that **Tenant** is not in default under terms hereof, return and pay back the Security Deposit to **Tenant**, without interest, less such portion thereof as **Landlord** shall have appropriated to make good any default by **Tenant** with respect to any of **Tenant's** aforesaid obligations, covenants, conditions or agreements. In the event of any default by **Tenant** hereunder, **Landlord** shall have the right, but shall not be obligated, to apply all or any portion of the Security Deposit to cure such default, in which event **Tenant** shall be obligated to promptly deposit with **Landlord** the amount necessary to restore the Security Deposit to its original amount. In the event of the sale or transfer of **Landlord's** interest in the Building, **Landlord** shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event **Tenant** shall be entitled to look only to the new owner for the return of the Security Deposit, and **Landlord** shall thereupon be released from all liability to **Tenant** for the return of the Security Deposit.

21. DEFAULT:

If **Tenant**: (i) shall fail to pay any monthly installment of Base Rent or Additional Rent as herein provided within five (5) days of notice that same is due; or (ii) shall violate or fail to perform any of the other conditions, covenants or agreements herein made by **Tenant**; or (iii) shall violate or fail to obey any reasonable rules from time to time promulgated by **Landlord**, within five (5) days of notice of such default to **Tenant**, then, in such event, **Landlord** shall, at the option of **Landlord**, have the following remedies: (1) terminate this Lease and said notice of termination shall operate as a notice to **Tenant** to quit (any further notice to quit, or of **Landlord's** intention to reenter being hereby expressly waived); or (2) with or without terminating this Lease, **Landlord** may proceed to recover possession of the Demised Premises under and by virtue of the provisions of the laws of the State of Minnesota, or by such other proceedings, including an unqualified right of reentry and possession, as may be applicable. If **Landlord** elects to terminate this Lease, all obligations herein contained on the part of **Landlord** to be done and performed shall cease, but without prejudice to the right of **Landlord** to recover from **Tenant** all past or future rentals and damages. Should this Lease be terminated before the expiration of the term of this Lease by reason of **Tenant's** default, as hereinbefore provided, or if **Tenant** shall abandon or vacate the Demised Premises before the expiration or termination of the term of this Lease, **Landlord** may accelerate **Tenant's** entire rental obligation hereunder, including Base Rent and Additional Rent, and upon notice thereof the entire rent due for the balance of the term hereof shall immediately become due and payable. The Demised Premises may be relet by **Landlord** for such rent and upon such terms as are reasonable under the circumstances, and **Tenant** shall be liable for all damages sustained by **Landlord**, including, without limitation, deficiency in rent, reasonable attorneys' fees and/or management company fees, and expenses of placing the Demised Premises in first-class rentable condition and expenses of renting same, including, but not limited to, the payment of brokerage fees, tenant allowances or any other tenant inducement. Any and all attorneys' fees and/or management company fees and costs of collection incurred by **Landlord** in the enforcement of the terms or provisions of this Lease shall be payable by **Tenant** in the event of any default, and the amount of such costs shall be deemed Additional Rent and shall, upon notice by **Landlord** given at any time prior to and including the service of notice of any legal action, be immediately due hereunder. In the event **Landlord** shall commence legal action, or any unlawful detainer proceeding or other summary proceeding for collection of rent due hereunder, said Additional Rent shall be deemed a past-due obligation to pay rent in connection with said proceeding. **Tenant** hereby waives any right of offset, counterclaim or any other claim in any such proceeding. **Landlord** shall have a right to commence one or more actions to enforce the terms of this Article, and the commencement and prosecution of one action shall not be deemed a waiver or an estoppel from commencing one or more actions from time to time in the future. All rights and remedies of **Landlord** under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to **Landlord** under applicable law.

22. WAIVER:

If, under the provisions hereof, either party shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of either party's rights hereunder. No waiver by **Landlord** of any breach of any covenant, condition or agreement herein contained

shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach hereof. No payment by **Tenant** or recipient by **Landlord** of a lesser amount than the monthly installments of Base 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, and **Landlord** may accept such check or payment without prejudice to **Landlord's** right to recover the balance of such rent 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 this Lease.

23. SUBORDINATION:

This Lease is subject and subordinate to the lien of all and any mortgages (which term "Mortgage" shall include mortgages to secure any financing or debt of any nature whatsoever) and/or master leases which may now or hereafter encumber or otherwise affect the Building, and to all and any renewals, extensions, modifications, recasting or refinancing thereof. In confirmation of such subordination, **Tenant** shall, at **Landlord's** request, promptly execute any requisite or appropriate certificate or other document. **Tenant** agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, or any such master lease is terminated, **Tenant** shall attend to the purchaser at such foreclosure sale, or to the lessor under such master lease, if requested to do so by such purchaser or master lessor as the **Landlord** under this Lease, and **Tenant** waives the provisions of any statute or rule of law, now or hereinafter in effect, which may give or purport to give **Tenant** any right to terminate or otherwise adversely affect this Lease and the obligations of **Tenant** hereunder in the event that any such foreclosure proceeding is prosecuted or completed or any such master lease is terminated.

24. CONDEMNATION:

If the whole or any part of the Demised Premises shall be taken or condemned by any governmental authority for any public or quasipublic use or purpose, then the term of this Lease shall cease and terminate as of the date when the interference, under the right of eminent domain, with possession, enjoyment or value of the Demised Premises occurs. Base Rent shall be abated as of the date when and to the extent the interference, under the right of eminent domain, with possession, enjoyment or value of the Demised Premises occurs.

Tenant shall have the right to make a claim for its unamortized cost of its fixtures and leasehold improvements to the extent paid for by **Tenant**, and moving expenses, all to the extent such damages are allocable provided that such claim is made in a separate action from **Landlord's** claim and provided further that any award therefor can be made separately to **Tenant** without diminution of any award to be made to **Landlord**. Other than the foregoing, **Tenant** shall not be entitled to claim, or have paid to **Tenant**, any compensation or damages whatsoever for or on account of any loss, injury, damages or taking of any right, interest or estate of **Tenant**, and **Tenant** hereby relinquishes and assigns to **Landlord** any rights to have damages of any nature whatsoever.

25. RULES AND REGULATIONS:

Tenant agrees that the use of the Demised Premises and all decks, halls, passageways, elevators, parking areas and landscaped areas or other common areas by **Tenant** or **Tenant's** servants, employees, guests or invitees shall be subject to the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by the **Landlord** for the general safety, comfort and convenience of the owners, occupants and tenants of the Building, and **Tenant** shall cause **Tenant's** customers, employees and invitees to abide by such rules and regulations. The initial rules and regulations relating to the Building are attached hereto as Exhibit C, but the attachment thereof shall not be deemed a waiver of **Landlord's** right to promulgate new rules or change the existing rules or the location of the common areas from time to time in the future. The rules and regulations shall be enforced in a uniform nondiscriminatory fashion.

26. COVENANTS OF LANDLORD:

Landlord covenants that it has the right to make this Lease for the term referred to in Article 1.3, covenants that if **Tenant** shall pay the rental and perform all of the covenants, terms and conditions of this Lease to be performed by **Tenant**, **Tenant** shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Demised Premises without molestation or hindrance by **Landlord** or any party claiming through or under **Landlord**. In the event of any sale or transfer of the Building, the covenants and obligations of **Landlord** hereunder shall be imposed upon such successor in interest and any prior landlord shall be freed and relieved of all covenants and obligations of **Landlord** hereunder from and after the date of such conveyance.

27. NO PARTNERSHIP:

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 hereto other than that of **Landlord** and **Tenant**.

28. NO REPRESENTATIONS BY LANDLORD:

Neither **Landlord** nor any agent or employee of **Landlord** has made any representations or promises with respect to the Demised Premises or the Building, 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 Demised Premises, shall accept the same "as is" and such taking of possession shall be conclusive evidence that the Demised Premises and the Building are in good and satisfactory condition at the time of such taking of possession.

29. NOTICES:

All notices or other communication hereunder shall be in writing and shall be deemed duly given if delivered to the Demised Premises or if sent by certified mail, postage prepaid, (i) if to **Landlord** at: Kendall Commercial Advisors, Inc., P.O. Box 385845 Bloomington, MN 55438 and (ii) if to **Tenant**, at the Demised Premises, unless notice of a change of address is given pursuant to the provisions of this Article. The day of notice shall be deemed to be the day following mailing.

30. 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 at no cost 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 to the best knowledge of **Tenant**, **Landlord** is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which **Tenant** may have knowledge (iv) stating the address to which notices to **Tenant** should be sent pursuant to Article 29 hereof (v) agreeing that **Tenant** shall not encumber or assign or sublease any portion of the Demised Premises without the written consent of **Landlord** (vi) agreeing that **Tenant** and **Landlord** shall not thereafter modify the Lease without the approval of any mortgagee and (vii) agreeing that, except for the Security Deposit set forth herein, **Tenant** shall not prepay any rent more than forty-five (45) days in advance. If **Tenant** fails to deliver the certificate within the five (5) days after requested by **Landlord**, then by such failure **Tenant** shall irrevocably constitute and appoint **Landlord** as its attorney-in-fact to execute and deliver the certificate to any third party. Any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of **Landlord's** interest, or any prospective assignee of any such mortgagee may rely upon any such statement delivered pursuant hereto.

31. HOLDING OVER:

Should the **Tenant** or any person claiming through **Tenant** continue to occupy the Demised Premises, or any part thereof, after the expiration or termination of this Lease, without the consent of the **Landlord**, such tenancy shall be from month to month, subject to all the conditions, provisions and obligations of this Lease, except that **Landlord** shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the Base Rent and Additional Rent payable hereunder. **Landlord** shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of **Tenant**, and **Tenant** shall be liable to **Landlord** for any loss or damage it may sustain by reason of **Tenant's** failure to surrender possession of the Premises immediately upon the expiration or earlier termination.

32. LANDLORD'S RIGHT TO CURE DEFAULT:

If **Tenant** defaults in the making of any payment or in the doing of any act herein required to be made or done by **Tenant**, then **Landlord** may, but shall not be required to, make such payment or do such act, and the amount of the expense thereof, if made or done so by **Landlord**, with interest thereon at the rate set forth in Article 33 from the date paid by **Landlord**, shall be paid by **Tenant** to **Landlord** and shall constitute Additional Rent hereunder due and payable with the next monthly installment of Base Rate but the making of such payment shall not stop **Landlord** from the pursuit of any remedy to which **Landlord** would otherwise be entitled.

33. LATE FEES:

Any installment of rent which is not paid by **Tenant** when the same becomes due and payable shall bear interest at the rate determined herein from the date such installment became due and payable to the date of payment thereof by **Tenant**, and such interest shall constitute Additional Rent hereunder which shall be immediately due and payable. The rate of interest payable by **Tenant** hereunder shall equal fifteen percent (15%) if **Tenant** is a corporation, or a rate equal to five percent (5%) in excess of the discount rate on ninety-day (90-day) commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District encompassing Minnesota if the **Tenant** is not a corporation, but in no event shall the interest rate exceed the maximum amount permitted by law. In addition to the interest charge any payment not paid within ten (10) days after the same becomes due shall be

subject to a late fee in the amount of twenty-five dollars (\$25.00) per day to offset **Landlord's** additional administrative costs.

34. HAZARDOUS SUBSTANCES:

As used herein, the term "Hazardous Material" means any hazardous or toxic substances, material or waste which is or becomes regulated by any local government authority, the State of Minnesota, or the United States Government, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable law (ii) petroleum or (iii) asbestos.

Tenant hereby agrees that all operations or activities upon, or any use or occupancy of the Building or the Demised Premises, or any portion thereof, by **Tenant**, its assignees, subtenants and their respective agents, servants, employees, representatives, licensees, invitees and contractors (collectively, "**Tenant Affiliates**"), throughout the term of this Lease, shall be in all respects in compliance with all laws then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Material.

Tenant agrees to indemnify, defend and hold **Landlord**, its assignees, subtenants and their respective agents, servants, employees, representatives and contractors (collectively, "**Landlord Affiliates**") harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees and expert fees, together with all other costs and expenses of any kind of nature that arise during or after the term of this Lease, directly or indirectly, from or in connection with the release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Demised Premises or the Building or any portion of either by **Tenant** or **Tenant Affiliates**, or from or in connection with the failure of **Tenant** or **Tenant Affiliates** to comply with any laws or other requirements regarding protection of the environment, public health or safety.

In the event any investigation or monitoring of site conditions or any cleanup, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable law, or any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Building or the Demised Premises by **Tenant** or **Tenant Affiliates**, then, at **Landlord's** option, either **Tenant** shall perform or cause to be performed the Remedial Work in compliance with such law or **Landlord** may cause such Remedial Work to be performed and **Tenant** shall reimburse **Landlord** within ten (10) days of demand therefor. All Remedial Work performed by **Tenant** shall be performed by one or more contractors, selected by **Tenant** and approved in advance in writing by **Landlord**. All costs and expenses of such Remedial Work shall be paid by **Tenant**, including, without limitation, the charges of such contractor(s), the consulting engineers and **Landlord's** reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work.

Each of the covenants and agreements set forth in this section shall survive the expiration or earlier termination of this Lease.

35. REPAIRS:

Tenant shall promptly pay to **Landlord** as Additional Rent, upon request, an amount equal to any cost incurred by **Landlord** in repairing the Demised Premises and public areas in the Building where such repairs were made necessary by the negligence of, or misuse by, **Tenant**, its agents, customers, employees or invitees.

36. APPLICABLE LAW:

There are no understandings or agreements not incorporated by this Lease. This is a Minnesota contract and shall be construed according to the laws of Minnesota. The captions in this Lease are for convenience only and are not a part of this Lease.

37. JOINT AND SEVERAL LIABILITY:

If more than one person or entity shall sign this Lease as **Tenant**, the obligations set forth herein shall be deemed joint and several obligations of each such party.

38. CONTINUANCE OF AGREEMENT:

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.

39. Intentionally deleted.

40. SEVERABILITY:

This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and will for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the Parties, and superseding all prior negotiations, understandings and agreements of the Parties. If any term or provision of this Lease or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Lease will continue in full force and effect, but without giving effect to such term or provision.

41. RECORDING:

Tenant will not record this Lease or a short form thereof without the consent of the **Landlord**.

TENANT

By: _____

Print Name: _____

It's/Title: _____

Date: _____

LANDLORD

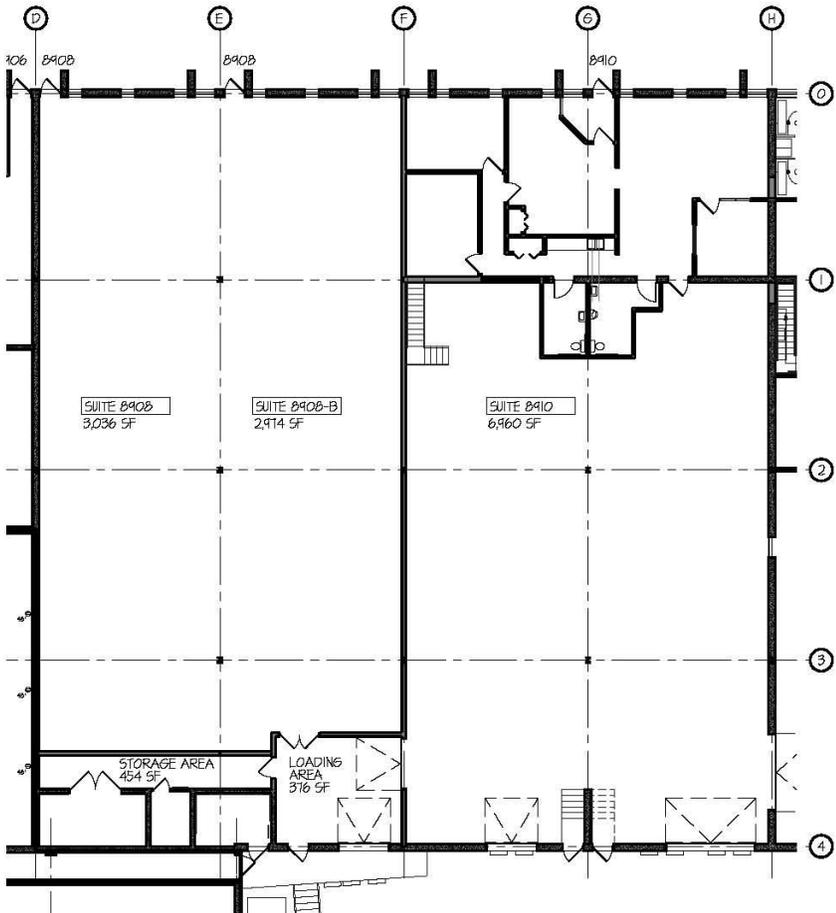
By: _____

Print Name: _____

It's/Title: _____

Date: _____

**EXHIBIT A
SKETCH OF DEMISED PREMISES**



NO.	ROOM NAME	USABLE AREA
8910	SUITE 8910	6,960 SF.
8908B	SUITE 8908B	2,914 SF.
8908	SUITE 8908	3,036 SF.
	LOADING AREA	376 SF.
	STORAGE AREA	454 SF.
	TOTAL COMBINED	13,800 SF.

HFG
architects
www.hfgmn.com

9300 Hennepin Town Road
Minneapolis, MN. 55347
Tel: 952.278.8880
Fax: 952.278.8822

KENDALL
COMMERCIAL
PHONE: 952.84.0088
www.kendallcommercial.com

WENTWORTH
INDUSTRIAL BUILDING
BLOOMINGTON, MN

PROJECT #: 11104
DATE: 1/2/2018

SHEET:
0008-00088-0710

⊙ TENANT PLAN - SUITE 8908, 8908B & 8910 (13,800 S.F.)
3/32" = 1'-0"

EXHIBIT B
RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by **Tenant** or used by any **Tenant** for any purpose other than ingress and egress to and from the Demised Premises and for going from one part of the Building to another part of the Building. Private decks shall not be used for storage or cooking purposes.
2. Plumbing fixtures and appliances shall be used for the purpose for which designated, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixture or appliances from misuse by **Tenant** shall be paid by such **Tenant**, and **Landlord** shall not in any case be responsible therefor.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building visible from the exterior or any common area or public areas of the Building. No part of the Building may be defaced by **Tenant**.
4. **Landlord** shall provide all locks for doors in **Tenant's** leased areas, and no **Tenant** shall place any additional locks or locks on any door in its leased area without **Landlord's** prior written consent. Two (2) keys to the locks on the doors in **Tenant's** leased area shall be furnished by **Landlord** to **Tenant**, and the **Tenant** shall not have any duplicated keys made. Additional keys shall be supplied by **Landlord** at **Tenant's** expense.
5. **Tenant** shall refer all contractors, contractors' representatives and installation technicians tendering any services to them to **Landlord** for **Landlord's** supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the Building, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.
6. After initial occupancy, movement in or out of the Building of furniture or office equipment, or dispatch or receipt by **Tenant** of any bulky material, merchandise or materials which require use of elevators or stairways shall be restricted to weekends and between the hours from 5:00 p.m. to 7:00 p.m. on weekdays. All such movement shall be under the supervision of **Landlord** and in the manner agreed between **Tenant** and **Landlord** by prearrangement before performance. Such prearrangement initiated by **Tenant** shall include determination by **Landlord**, and subject to its decision and control, as to the method and routing of movement and as to limitations for safety or other concern which may prohibit any article, equipment or any other item from being brought into the Building. **Tenant** is to assume all risks as to the damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of **Landlord** if damaged or injured as a result of acts in connection with carrying out this service for **Tenant** from time of entering property to completion of work and **Landlord** shall not be liable for acts of any persons engaged in, or any damage or loss of any said property or persons resulting from any act in connection with such service performed for **Tenant**.
7. **Landlord** shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall in all cases, to distribute weight, stand on supporting devices approved by **Landlord**. All damages done to the Building by taking in or putting out any property of **Tenant**, or done by **Tenant's** property while in the Building, shall be repaired at the expense of such **Tenant**.
8. **Tenant** shall notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building, and the moving shall be done under the supervision of the Building manager, after written permit from **Landlord**. Persons employed to move such property must be acceptable to **Landlord**.
9. **Tenant** shall cooperate with **Landlord's** employees in keeping its leased area neat and clean. **Tenant** shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel.
10. **Landlord** shall be in no way responsible to **Tenant**, their agents, employees or invitees for any loss of property from the leased premises or public areas or for any damages to any property thereon from any cause whatsoever.
11. Should **Tenant** require telegraphic, telephonic, enunciator or other communication service, **Landlord** shall direct the electricians where and how wires are to be introduced and placed and none shall be introduced or placed except as **Landlord** shall approve, which approval shall not be unreasonably withheld. Electric current shall not be used for power or heating without **Landlord's** prior written permission.
12. **Tenant** shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.

13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about the Building.
14. No machinery of any kind shall be operated by **Tenant** on its leased area without the prior written consent of **Landlord**; nor shall **Tenant** use, or keep, in the Building any inflammable or explosive fluid or substance, except in connection with duplicating operations and then only in accordance with procedures approved by **Landlord**.
15. No portion of **Tenant's** leased area shall at any time be used or occupied as sleeping or lodging quarters.
16. **Landlord** reserves the right to rescind any of these rules and regulations and to make such other rules and regulations as in its judgment shall, from time to time, be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to **Tenant**, shall be binding upon it in like manner as if originally herein prescribed.
17. **Landlord** shall not be responsible for lost or stolen personal property, money or jewelry from **Tenant's** leased area or public areas regardless of whether such loss occurs when area is locked against entry or not.
18. **Tenant** shall abide by all legal requirements, whether federal, state or local, regarding thermostat settings.
19. **Tenant** shall not mar or deface the walls beyond the usual and customary hooks, nails or screws used to hang pictures or other wall decorations.
20. **Tenant** and its guests, customers and employees are prohibited from smoking in the Premises, in the common areas or within 25 feet of the building.