hj development

CENTER RULES & REGULATIONS | ORCHARD PLACE

157th Street W. & Pilot Knob Road | Apple Valley, MN, 55124

The Shopping Center Rules and Regulations set forth hereunder shall pertain to Tenant and Tenant's representatives, employees, agents, contractors, vendors, customers and invitees, unless otherwise expressly designated.

1. Tenant shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at other times. All deliveries and servicers shall be made in the service and receiving areas designated by Lessor, and Tenant shall request delivery and service vehicles to use the service routes and drives designated by Lessor.

2. Tractor trailers, which must be unhooked or parked, must use steel plates under dolly wheels to prevent damage to the asphalt paving surface and, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No long-term parking or storing of such trailers will be permitted in the Shopping Center.

3. Tenant shall not obstruct any sidewalks, exits, entrances, elevators or stairways of the Shopping Center, and Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence may be prejudicial to the safety, character, reputation and interests of the Shopping Center and its tenants, provided that nothing herein shall be construed to prevent access to persons with whom any tenant normally deals in the ordinary course of its business.

4. Tenant and Tenant's representatives, employees, agents, contractors, vendors shall comply with parking rules and regulations as may be posted and/or distributed from time to time and will park in the designated Tenant/employee parking areas as shown on the Shopping Center Parking plan, in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires may be parked. Tenant will furnish to Lessor upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires. If Tenant fails to abide by any parking designations established by Lessor, then Tenant will pay a fine of $25 for each day any such car is parked in areas other than those designated by Lessor and, in addition to any other remedies available to Lessor, Lessor may tow any automobiles that are parked in areas other than those designated by Lessor at the vehicle owner's expense. Tenant shall not park on off-site adjacent property to the Shopping Center, without the consent of the property owner. Tenant must obtain Lessor's prior written consent to park vehicles overnight in the Common Areas, which shall be in locations determined by Lessor. Parking and/or idling in the designated Fire Lanes throughout the Shopping Center is prohibited.

5. Tenant shall not permit or suffer any advertising medium to be placed on walls or exterior windows, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Common Areas of the Shopping Center. Tenant shall at all times comply with the Window Signage Criteria of the Shopping Center as reasonably established by Lessor and shall be required to obtain prior written consent of Lessor and the city, as may be applicable, for installation and use of any window signage on the storefront windows and doors of the Premises (including sidewall exterior windows of the Premises, if the Premises is an endcap space).

6. Tenant shall keep the signs and display window lights of the Premises lit each day of the Term during the hours designated by Lessor.

7. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Lessor has previously given its written consent. Tenant shall not disturb any other tenant or occupant of the Shopping Center by use of flashing lights, searchlights, loud speakers, phonographs musical instruments, radios, television, the making of unreasonable noises, vibrations or any other commercially unreasonable sound or light that may be experienced within the Shopping Center. If any equipment or machines of Tenant cause noise or vibration that may be transmitted to the structure of the Shopping Center or to any other occupant space, Tenant shall, in Lessor's reasonable discretion, install and maintain vibration eliminators or other devices or mechanisms sufficient to eliminate noise or vibration at Tenant's expense. Tenant is solely liable for all damage, injury, loss, costs and expenses resulting from noxious noise or vibrations caused by Tenant's equipment, machines or business operations within the Shopping Center.

8. Tenant will refer all contractor's, subcontractors and installation representatives rendering any service to the Premises for Tenant to Lessor for Lessor's approval and/or supervision before performance of any contractual service. This provision shall apply to all work performed in the Shopping Center. Such approval, if given, shall not make Lessor a party to any contract between Tenant and any such contractor, and Lessor shall have no liability therefore. Tenant shall provide Lessor copies of all service agreements, contracts and inspection reports, including vendor contact information, upon Tenant's receipt or otherwise upon Lessor's request for routine maintenance and services performed to the Premises systems, expressly including fire suppression systems, sewer jetting, grease removal and servicing of grease traps and HVAC systems. Tenant shall maintain a log/record of all vendors, contractors and subcontractors who access the Premises, Roof or Common Areas of the Shopping Center and shall provide a copy to Lessor upon request.

9. Tenant shall use the Premises in compliance with all applicable laws, ordinances and codes, including obtaining and maintaining all permits and licenses required for Tenant's business within the Premises. Tenant shall provide copies of all licenses and permits to Lessor prior to the Commencement Date, upon issuance of any new or renewal license or permit and otherwise upon Lessor's request. Tenant shall at all times display all licenses and permits issued for its business within the Premises.

10. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Lessor's access will be at Tenant's cost. The lighting and air conditioning equipment of the Shopping Center will remain in the exclusive control of the building designated personnel.

11. Tenant, with first obtaining prior written consent of Lessor, may install drapes, blinds, or any other form of and window coverings at its own expense (and if installed shall maintain them in attractive and safe condition); provided, however, in the sole reasonable discretion of Lessor, they are in harmony with the exterior appearance of the Shopping Center and create no safety or fire hazard.

12. Tenant will comply with Lessor's Permanent Sign Criteria (aka Building Sign Criteria), which is made available to Tenant via Lessor's website or upon request. Tenant will obtain Lessor's prior consent for all exterior sign additions and modifications and is responsible for all damages to the Shopping

Center, including but not limited to the exterior façade of the Premises, resulting from Tenant's signage or the installation or removal thereof.

13. Tenant shall keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures. Certain odor-producing tenants (i.e. hair salons, nail salons, restaurants, pet stores, veterinary clinics, fragrance and bath stores, etc.) may be required by Lessor to maintain a slight negative air pressure (relative to adjacent areas) in all or part of the Premises or alter vents, roof stacks or the like in order to prevent the emission of such odors into adjacent spaces outside the Premises or within the Common Areas.

14. Tenant shall close and lock the doors of the Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Shopping Center or by Lessor for noncompliance with this rule. Tenant shall provide prompt notice to Lessor of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to promptly.

15. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags, cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other item which the same are not designed to receive. Tenants that produce and/or sell food or drink products, hair salons, pet grooming services, etc. will be required to professionally power-jet the sanitary sewer line(s) originating within the Premises at least semi-annually or more frequently as needed based upon use. Tenant will be required to provide Lessor proof of contract(s), inspection reports, and service reports after each occurrence.

16. Trash and recycling receptacles and/or dumpsters may solely be used for the businesses of the Shopping Center. Any disposal of personal garbage and/or recycling is prohibited and subject up to a $500.00 fine. Tenant is required to dispose of trash and recycling appropriately; tie trash bags, place trash bags and recyclables into the appropriate containers; keep dumpster enclosure/area gates and/or doors closed; break down cardboard boxes; clean spills immediately. The use or storage of dumpsters or storage containers within the Common Areas is prohibited, other than within the appropriate dumpster enclosure and provided the same is approved in writing by Lessor. Tenant is responsible for monitoring and emptying the customer trash and ash receptacles located in close proximity to the Premises as needed, due to use by Tenant and Tenant's representatives, employees, agents, contractors, vendors, customers and invitees.

    a. Any tenant occupying 3,500 rentable square feet or more of the Shopping Center and who is operating primarily as a restaurant within its leased space may be required by Lessor to retain its own trash and recycling services and shall provide proof of such contracts to Lessor on an annual basis. Any such Tenant shall place its dumpsters in the trash enclosure exclusively serving its leased space, or in a location designated by Lessor, and shall use best efforts to maintain and keep its dumpsters and such correlating trash enclosure or dumpster area in a neat, clean and good condition. Tenant will be responsible for its proportionate share all maintenance and repair costs

of such dumpster enclosure/area based on the ratio of Tenant's dumpster volume within such enclosure/area compared to the total dumpster volume of all users within such enclosure/area, however, if the enclosure/area is used by multiple tenants, then Lessor shall have the right to include such costs in Operating Costs/CAM.

17. Cooking shall only be performed or permitted in areas of the Premises which are specifically constructed for cooking, except that use by Tenant of microwave ovens, UL (Underwriters Laboratories) approved equipment for brewing coffee, tea and similar beverages, and other cooking devices that are UL approved and labeled will be permitted, provided that such use is in accordance with all applicable governmental laws, codes, ordinances and regulations. Restaurant Tenants shall further comply with the following:

    a. An operable automatic suppression system must be present in the hood and duct above any range, grills and fat fryers;

    b. Make-up air units and exhaust fans are to be serviced annually or more f requently if necessary;

    c. System's manual pull switches shall be located near exit doorways and away from cooking equipment;

    d. Extinguishing system(s) must have a semiannual service contract with a qualified firm.

    e. Any fuel supply for cooking equipment must have an automatic shutoff valve when extinguishing system activates.

    f. Deep fat fryer units must be controlled and provided with high temperature shut-offs; overflow gutters provided.

    g. Filters in exhaust systems must be cleaned regularly. Exhaust system (hood and ducts) must be cleaned at least semiannually or more frequently as needed based on the amount of grease accumulation.

18. In the event Tenant is or becomes a generator of medical waste, Tenant shall be solely responsible for complying with the federal, state and local laws, whether existing now or established in the future, relating in any way to the storage, contamination, treatment, transfer, transportation and disposal of medical waste (including the use of licensed medical waste management companies). For the purposes hereof, "medical waste" shall mean any waste which is generated in the diagnosis, treatment, immunization or performance of any service to the human body or to animals, in research pertaining thereto or in the production or testing of biologicals

19. No animals shall be brought into or kept in or about the Shopping Center other than as handicap aids.

20. Tenant shall not permit or suffer any portion of the Premises to be used for lodging or extended stay purposes.

21. Tenant shall be open and operating business for a minimum of forty (40) hours per week.

22. Tenant will be required to pressure wash, clean, and/or repair any part of the Common Areas or Shopping Center itself due to use, traffic, spills, tracking or soiling by Tenant. Tenant will be required to perform maintenance, repairs, and replacements to areas and structures (i.e. drive-thru, loading dock, patio, delivery area, directional signage, parking signage, etc.) exclusively serving Tenant or Tenant's Premises.

23. Tenant shall not engage in any of the following activities within the Common Areas of the Shopping Center:

    a. Permit or suffer merchandise or equipment of any kind to be placed, exhibited or displayed outside the Premises, nor shall Tenant use the exterior sidewalks or exterior walkways of its Premises to display, store or place any merchandise or equipment, unless approved by Lessor in writing. No vending machines or automated teller machines shall be installed, maintained or operated in the Common Areas. No sale of merchandise by tent sale, truck load sale or the like shall be permitted on the parking lot or other Common Area.

    b. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Lessor.

    c. Solicit membership in any organization, group or association or contribution for any purpose.

    d. Throw, discard or deposit any paper, glass, cigarette or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.

    e. Cooking, grilling or the like, except in areas approved in writing by Lessor, and subject to all applicable governmental laws, codes, ordinances and regulations.

    f. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated within the Shopping Center.

    g. Create a nuisance. When used herein, a nuisance shall mean and include, but not be limited to, any activity, noise or behavior that is boisterous, noxious, offensive or disruptive, or that results in the disruption of any other tenant, any other tenant's business or the guests, invitees, customers, clients or employees of any other tenant.

    h. Loiter in or on any part of the Common Area or on or in the premises of any other tenant.

    i. Smoking in front of any buildings or premises entrances within the Shopping Center.

24. Tenant shall at all times provide up-to-date records of Emergency Contact Information to Lessor in writing. Tenant is responsible for creating and implementing a safety and emergency plan to be used in the event of an emergency.

25. In the event any violation of any of the rules and regulations continues after five (5) days following notice to Tenant of such violation, beginning on such fifth day Tenant shall, in addition to all other remedies of Lessor provided in the Lease for default by Tenant, pay liquidated damages of One Hundred Dollars ($100.00) per day for each day such violation continues. The collection of any fine shall not affect Lessor's other rights or remedies, or be deemed a waiver in any form. Such violation shall be determined in Lessor's sole discretion. Any complaint made by any other tenant as to a violation shall be conclusive evidence of a violation.

26. Lessor reserves the right to modify or rescind any of these rules and regulations (as to some or all tenants of the Shopping Center) and to make such other and further rules and regulations as it deems in its judgment shall from time to time be necessary or advisable for the operation of the Shopping Center, which rules and regulations shall be binding upon each such tenant in the Shopping Center upon their notification of said further rules and regulations.

27. Tenant shall ensure that no part of the Shopping Center is used in such a manner as to interfere with the use, safety and enjoyment of the Shopping Center by other tenants or the business and operation of any other tenant's business, including their guests, invitees and customers