

(File Name: _____)

Revised

Authority (C.F. or A.O.)

LEASE NO. _____ PR/ _____

DATE: _____

LESSOR: _____ CITY OF SAINT PAUL

Department of Parks and Recreation

25 West Fourth Street, Room 400, Saint Paul, MN 55102

LESSEE: _____ MOSAIC ON A STICK

595 North Snelling Avenue, Saint Paul, MN 55104

CITY OF SAINT PAUL



**STANDARD
LEASE AGREEMENT**

1) **Leased Premises.** LESSOR, in consideration of the payment of the Basic Rent and Additional Rent hereinafter specified to be paid by LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the premises hereinafter referred to as the “Leased Premises,” located on a portion of LESSOR-owned park property whose address is: 1564 Lafond Avenue, Saint Paul, Minnesota, and which is legally described as:

Vacated alleys accruing, Lots 1 thru 20, Block 4, Hamline Syndicate Addition No. 2 to Saint Paul, Ramsey County, Minn.

The Leased Premises includes the two-level, historic Hamline Park building, consisting of all of the interior space of approximately 3,190 square feet (the “Building”) and the surrounding grounds, as depicted on Exhibit A attached hereto and incorporated herein by this reference, along with two (2) exclusively signed parking spaces in the surface lot adjacent to the Building identified on Exhibit A. Cost of sign fabrication and installation shall be paid by Lessor.

2) **Term of Lease.**

a) **Initial Term.** This Standard Lease Agreement (“Lease”) shall be in effect for an Initial Term of five (5) years.

b) **Commencement Date.** LESSEE shall have possession of the Leased Premises upon approval by the City Council of Saint Paul for a change in zoning of the Leased Premises from R4 to TN2 in order that LESSEE may make tenant improvements; Lessee shall have sixty (60) calendar days to make tenant improvements with no obligation to make Basic Rent payments, as provided in Paragraph 4 (a) below, except that Lessee shall be required to pay Additional Rent, as provided in Paragraph 4(c). The Commencement Date shall be the first of the month following the 60 day tenant improvement period. During the time, if any, between the 60 day tenant

improvement period and the Commencement Date, Lessee shall be required to pay Additional Rent, as provided in Paragraph 4(c) and pay monthly Basic Rent, as provided in Paragraph 4(c) prorated for the partial month (based upon a 30 day month) at the time Lessee makes its initial Basic Rent payment.

- c) **Option to Extend.** LESSEE shall have the option to extend the Initial Term for two (2) successive five (5) year options with all the same terms and conditions applicable during the Initial Term, provided that LESSEE is not in default of the Lease and LESSEE provides written notice to LESSOR of its election to extend at least 120 days prior to the end of the expiring term.

- 3) **Use of Premises.** LESSEE shall use and occupy the Leased Premises for the following purposes:

- Mosaic classrooms
- Studio space
- Gallery space
- Retail store for mosaic materials and supplies

The classroom, studio spaces and gallery space may also be made available to groups and for community events.

Lessee reserves the right to post a sign “no public bathroom” in the event Lessee determines that interruptions interfere with its use of the Leased Premises.

LESSEE may use the Leased Premises for these purposes and for no other purpose without the prior written consent of LESSOR.

- 4) **Rent.** Rent shall consist of Basic Rent and such Additional Rent as may apply. LESSEE shall pay all rent in advance, on the first day of the term of the Lease and on the first day of each payment period thereafter:

- a) **Basic Rent.** In lieu of rent payments to LESSOR, LESSEE shall make monthly deposits of \$1,000 at the beginning of each month into an account established with Bremer Bank or other local banking institution agreeable to both parties. Said account shall be a liquid savings or checking account in the name of LESSEE. Said deposits must be used for maintenance of the Leased Premises by LESSEE in accordance with the provisions of Paragraph 12 (b) of this Lease, except that repair or maintenance directly resulting from damage caused by LESSEE or LESSEE’s invitees shall not be funded with Basic Rent monies but paid as Additional Rent, as provided in Paragraph 4 (c) below. If LESSOR and LESSEE agree to extend the Initial Term for additional five (5) year terms, LESSEE shall deposit with the local banking institution \$1,100 per month during the First Option Term and \$1,210 per month during the Second Option Term.

- b) LESSEE shall provide an annual report of the balance of rent payments in the account and an accounting of all repairs made using said funds. The report shall be due within forty-five days of the end of each year of the lease term.

Any balance of funds from Basic Rent payments remaining in said account upon expiration of this Lease shall be released to LESSOR.

- c) **Security Deposit.** The \$3,000 earnest money payment made by LESSEE in response to LESSOR's Request for Proposals shall be applied to the initial three (3) months of Basic Rent of the Initial Term, as provided in Paragraph 4 (a) above.

- d) **Additional Rent.** LESSEE is responsible to pay all of the following fees, costs, expenses and repairs:

- i) all utilities, including water, electric, gas, telephone, sewage and garbage collection and disposal; notwithstanding the foregoing, Lessee shall have no obligation to pay arrearages, penalties, or interest on utilities consumed or accruing prior to Lessee's possession of the Leased Premises.
- ii) all taxes on realty or personalty, general or special; all public rates, dues, charges and assessments, general or special, of any kind upon the Leased Premises; and
- iii) property insurance premium and/or uninsured losses as set forth in Paragraph 8 of this Lease.
- iv) repair or maintenance resulting from damage caused by LESSEE or LESSEE's invitees.

LESSEE shall work directly with each of the utilities to set up accounts in the name of LESSEE and make those payments directly to the utility.

In the event that LESSEE does not make such payments, LESSOR may upon 10 days prior written notice make the payments at its option, and the payments so paid become Additional Rent. Additional Rent means all amounts, other than Basic Rent provided for in Paragraph 4 (a) above, that LESSEE shall be obligated to pay under this paragraph or other provisions of this Lease.

LESSEE shall make all payments of Additional Rent to LESSOR at the following address:

Department of Parks and Recreation, 25 W. 4th St., Rm 400, Saint Paul, MN 55102

The applicable account number for City Finance Accounting Code is:

to be determined by LESSOR

Any Additional Rent shall be payable within 30 days of the billing date. LESSOR shall

charge interest of 1.5% per month on any Additional Rent remaining unpaid beyond the due date as here provided.

- 5) **Tenant Improvements.** LESSEE shall not make any alterations to the Licensed Premises without the written consent of LESSOR, such consent not to be unreasonably withheld. To make any such alterations, LESSEE shall first submit to LESSOR for approval plans and accurate descriptions of said alterations and such alterations shall be done by LESSEE at its own cost and expense. Lessor shall have 30 days to review Lessee's tenant improvement plans and approve said plans or identify deficiencies or issues that need to be addressed before approval. Tenant shall have the right to erect 2 exterior business signs subject to approval under this Paragraph. Signs must be in compliance with the zoning code. All such work shall be performed in a workmanlike manner and in conformance with applicable building codes, so that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof. All such work shall conform to any and all applicable requirements that may be imposed by the Heritage Preservation Commission with respect to historic preservation. All alterations made by LESSEE to the Leased Premises shall become the property of LESSOR at the end of the final lease term unless otherwise agreed upon in writing by the parties. Regardless of the cost of the improvements, payment bonds will be required to be posted to ensure that no liens are placed on the property.

Lessee shall have the right to install a piece(s) of mosaic art on the lawn outside the Building facing Snelling Avenue and the roof of the Building subject to the City's and Historic Preservation's approval of design. All fabrication, installation and repair/maintenance shall be the responsibility of Lessee. All costs of fabrication, installation and repair/maintenance shall be paid by Lessee. At the end of the final Lease term, the mosaic art shall remain the property of Tenant and the Building shall be restored to its original condition.

- 6) **Taxes.** LESSEE shall be responsible for and pay all real estate taxes and special assessments against the Leased Premises, except that LESSEE may at its own expense contest and challenge the imposition or amount of any such tax or assessment as prescribed by law; in the event Lessee elects to appeal, contest or challenge real estate taxes or special assessments, Lessor agrees to timely cooperate with Lessee's efforts; provided, however, that in the event this Lease is terminated by either party, LESSOR may at its option require the LESSEE to pay such contested taxes pending appeal, to place in escrow a sum sufficient to pay said taxes, or take other action that will remove said contested taxes as an encumbrance to title or as an exception to the transferability of marketable title to the Leased Premises.
- 7) **Right of Entry.** At all times during the term of this Lease, LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.
- 8) **Insurance.**
- a) **LESSEE'S Insurance.** LESSEE shall acquire during the term of this lease the

following coverage:

- 1) FIRE AND ALL RISK INSURANCE on the Leased Premises shall be purchased by LESSEE. Said insurance shall name the City of Saint Paul as an additional insured. With respect to any loss of the LESSOR'S property not covered by insurance, it shall be the responsibility of LESSEE, within a reasonable time, to pay all costs to repair or replace the damaged property with like kind, such reasonable time to be determined by LESSOR.
- 2) LESSEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on its personal property.
- 3) COMMERCIAL GENERAL LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence, \$3,000,000 aggregate, shall be purchased by the LESSEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to LESSOR'S insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage; and (d) be written on an "Occurrence Form" policy basis.
- 4) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles.
- 5) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$500,000 per accident..
- 6) LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph 8. The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
- 7) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of LESSEE to purchase and maintain additional insurance that may be necessary in relation to this lease.
- 8) Nothing in this contract shall constitute a waiver by LESSOR of any statutory limits or exceptions on liability.
- 9) LESSEE shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by LESSOR, and shall deliver copies of the policies to LESSOR on the date of LESSEE'S execution of this agreement. The policies required in Paragraph 8 shall be endorsed to indicate that the insurer shall give LESSOR notice of

any changes or cancellation per the terms of the policy.

- b) **Waiver of Subrogation.** LESSOR waives its right of subrogation for damage to the Building, contents therein, loss of use thereof, and/or loss of income, up to the amount of insurance proceeds collected. LESSEE waives its right of subrogation for damage to property in the Leased Premises, loss of use thereof, loss of income and/or accounts receivable, up to the amount of their respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph; and, if either cannot waive its subrogation rights, such party shall immediately notify the other party, in writing.
- 9) **Cancellation or Termination.** This Lease may not be cancelled or terminated for cause without written notice of a breach of the terms of the Agreement to the party alleged to have breached, and a reasonable opportunity given to cure said breach. Unless otherwise stated in the notice of cancellation or termination, or in a specific provision of this Lease, a reasonable time to cure shall be thirty (30) days.
- 10) **Notice.** All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when served personally on LESSOR or LESSEE, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to LESSEE at the Leased Premises address stated on Page 1 and to LESSOR at the Real Estate Division, 25 W. 4th St., Room 1000, Saint Paul, Minnesota, 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.
- 11) **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of LESSOR, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises. Lessor acknowledges that Lessee is planning to form a non-profit: “The Urban Mosaic Collaborative”; and provided that said non-profit agrees to be bound by all of the terms and conditions of this Lease along with Lessee, Lessor agrees to consent to this sublease upon written notice from Lessee. In such event Lessor may impose such commercially reasonable qualifications in a sublease form acceptable to both parties.
- 12) **Maintenance and Repairs.**
 - a) **LESSOR’s Responsibilities.** LESSOR shall, at its own cost and expense, be responsible for all maintenance of the park grounds surrounding the Building, including cleaning and clearing of snow from parking lot and mowing the lawn. Lessor shall repair the broken glass window on the lower level and remove all personal property abandoned by prior occupants of the Building prior to Tenant commencing tenant improvements.
 - b) **LESSEE’s Responsibilities.** LESSEE shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Building, including but not

limited to emergency repairs of any kind; routine maintenance and repair to keep the Building in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to the Building, including (a) the exterior (including windows and doors) and interior structure of the Building, (b) the roof, (c) the heating, ventilating and air conditioning systems therein, (d) all electrical, plumbing, lighting, mechanical systems, that are contained within the Leased Premises, and fire suppression equipment (i.e. fire sprinkler system), and (e) all walkways and steps leading up to the Building. The foregoing obligations shall bind LESSEE regardless of the cause of the damage or condition necessitating the repair or maintenance Lessee is responsible for clearing snow that involves hand work (e.g., steps, etc.). Funds in the account set-up under 4(a) shall be available to Lessee to make any repairs required to be made by Lessee under this Paragraph upon written notice to Lessor. Both parties hereto acknowledge that the Building at the time that this Lease is entered into has deferred maintenance that Lessee is not in a financial position to immediately address. Lessor will use good faith in demanding repairs and replacements that trigger the Lessor's right to terminate this Lease. Lessor and Lessee shall from time to time mutually agree upon the priority of repairs for the Building. To the extent that capital repairs are required to be made during the last six months of the final Lease term, and the balance in the account set up under 4(a) is not sufficient to pay the entire cost, Lessee shall be required to pay only that fraction of the capital repair as such remaining lease term bears to the total useful life of the capital repair as determined by generally acceptable accounting standards.

- 13) **Payments in Case of Default.** LESSEE shall pay LESSOR all costs and expenses, including reasonable attorney's fees in any action brought by LESSOR to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
- 14) **Surrender of Premises.** LESSEE, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of said property and its Tenant Improvements and trade fixtures to LESSOR in as good order and condition as the property was delivered to LESSEE. LESSOR reserves the right to accept Tenant Improvements and trade fixtures, or require LESSEE to remove them.
- 15) **Indemnity.** LESSEE agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by LESSOR to LESSEE, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises.

It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is." Notwithstanding the foregoing, Lessee shall have right to inspect the Leased Premises after approval by Zoning and Planning of the change in zoning, but prior to Lessee's possession with its architect and such contractors that it deems

appropriate. Lessor shall facilitate Lessee's timely entrance into the Building for purposes of inspection. All of Lessee's obligations under this Lease shall be contingent upon Lessee's satisfaction that the Leased Premises is acceptable. Waiver of Lessee's inspection contingency shall be in writing from Lessee to Lessor furnished within 10 days after approval by Zoning and Planning of the change in zoning, or such contingency shall be waived. In the event the inspection identifies issues that prevent the Lessee from waiving the contingency, the parties shall have 30 days to reach an agreement about how the condition shall be resolved. In the event that the parties cannot reach an agreement, this Lease shall automatically terminate. This inspection contingency is solely for the benefit of Lessee.

- 16) **Holdover.** Any holdover after the expiration of the Initial Term or additional terms of this Lease shall be allowed only after receiving the written consent of LESSOR. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.
- 17) **Pollution and Contaminants.** LESSEE agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

LESSEE shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless LESSOR from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by LESSEE to comply with such ordinances, laws, rules or regulations. LESSOR has the right to perform cleanup and charge LESSEE as Additional Rent for such costs should LESSEE fail to comply.

- 18) **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the Leased Premises becomes untenable or unfit for occupancy due to such damage during the term of this Lease, either party may at its option:
- a) terminate the lease upon fifteen (15) days' written notice to the other; or
 - b) within fifteen (15) days agree to restore the premises within a reasonable time period following the casualty, charging the costs in excess of the insurance proceeds, if any, to LESSEE as Additional Rent; or
 - c) may direct that LESSEE promptly restore the Leased Premises to substantially the condition existing immediately prior to such damage or destruction, and for that purpose, if such damage or destruction was caused by perils insured against the LESSOR shall make available to LESSEE pro-rata, as work progresses, the net proceeds of such insurance. If such proceeds are insufficient to pay the entire cost thereof, LESSEE agrees to pay as Additional Rent, a lump sum payment (or in a form agreed upon by LESSOR) equal to the remainder of such cost.
- 19) **Events of Default.** The occurrence of any of the following events during the term of this

Lease shall constitute an event of default by LESSEE:

- a) the filing of a petition to have LESSEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by LESSEE;
- b) in the event a petition to have LESSEE adjudicated bankrupt is filed against LESSEE, the failure to dismiss such petition within ninety (90) days from the date of such filing;
- c) the assets of LESSEE or of the business conducted by LESSEE on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
- d) LESSEE makes any assignment for the benefit of creditors;
- e) the failure by LESSEE to timely pay Basic Rent or Additional Rent as required by this Lease beyond 10 business days of when due;
- f) the failure by LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease beyond 30 days, or such longer time as may be agreed to by the parties; or
- g) the failure by LESSEE or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier.

It is an express covenant and agreement of LESSOR and LESSEE that LESSOR may, at its election, terminate this Lease in the event of the occurrence of any of the events described in this paragraph or in Paragraph 22 relating to liens by giving not less than ten days' written notice to LESSEE; and when so terminated, LESSOR may reenter the Leased Premises. This Lease and its Leased Premises shall not be treated as an asset of LESSEE'S estate. It is further expressly understood and agreed that LESSOR shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in Paragraph 24 of this Lease.

- 20) **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of LESSEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve LESSEE of the obligation to pay the rental provided herein.
- 21) **Non-Discrimination.** LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that

- a) no person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; sexual or affectional orientation;
 - b) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
 - c) that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and
 - d) that LESSEE shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.
- 22) **Liens.** LESSEE shall not permit mechanic's liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Leased Premises, or for any other reason; provided that if LESSEE shall first notify LESSOR of its intention to do so and shall deposit in escrow with LESSOR a sum of money or a bond or irrevocable letter of credit acceptable to LESSOR equal to the amount of the claim of lien, LESSEE may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of LESSOR, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, LESSOR may require LESSEE to use the escrow account to promptly pay all such unpaid items and if LESSEE fails to pay from the escrow account, LESSOR may pay and charge the LESSEE as Additional Rent.
- 23) **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in LESSEE'S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, LESSEE may terminate this Lease by giving to LESSOR thirty (30) days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. LESSEE hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement except to the extent that there is a claim for award exclusive to Lessee's tenancy which does not diminish Lessor's award as fee owner. LESSEE may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.

24) **Default Remedies.** In the event an Event of Default occurs under Paragraph 20 of this Lease, LESSOR may exercise any one or more of the following remedies:

- a) reenter and take possession of the Premises without termination of this Lease, and use its best efforts to ease the Premises to or enter into an agreement with another person for the account of LESSEE;
- b) terminate this Lease, exclude LESSEE from possession of the Premises, and use its best efforts to lease the Premises to or enter into an agreement with another in accordance with applicable law;
- c) exclude LESSEE from possession of the Premises, with or without terminating this Lease and operate the Premises itself;
- d) terminate the Lease, exclude LESSEE from possession of the Leased Premises, sell all or any part of the Premises at the best price obtainable (provided such sale is permitted by applicable law,) such sale to be on such terms and conditions as LESSOR, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of LESSEE.
- e) exercise any remedies available to it under the Minnesota Uniform Commercial Code;
- f) take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Rent and Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of LESSEE under this Lease.
- g) in exercising any of its remedies set forth in this Section, LESSOR may, whether or not the Lease is then in effect, hold LESSEE liable for the difference between the payments and other costs for which LESSEE is responsible under this Lease.

No remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle LESSOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

25) **Default of Payment.** LESSEE agrees that, should it default on any payment owing and due to be paid to LESSOR as provided in this agreement, including but not limited to Basic Rent and Additional Rent, then the remaining unpaid balance shall, at the option of LESSOR, immediately become due.

- 26) **Amended.** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties hereto.
- 27) **Security.** LESSEE shall possess separate keys for the Building rooms and for the Building exterior access. LESSOR and LESSEE shall determine the number of keys. In the event a key is lost or stolen LESSEE shall pay LESSOR the reasonable cost of replacement.
- 28) **Furnishings.** The Leased Premises is leased unfurnished unless otherwise noted.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above-written.

LESSOR:

Mayor

City Clerk

Director – Office of Financial Services

Director of Parks and Recreation

City Attorney (Form Approval)

LESSEE:

Mosaic on a Stick, LLC,

A Minnesota limited liability
company

Its

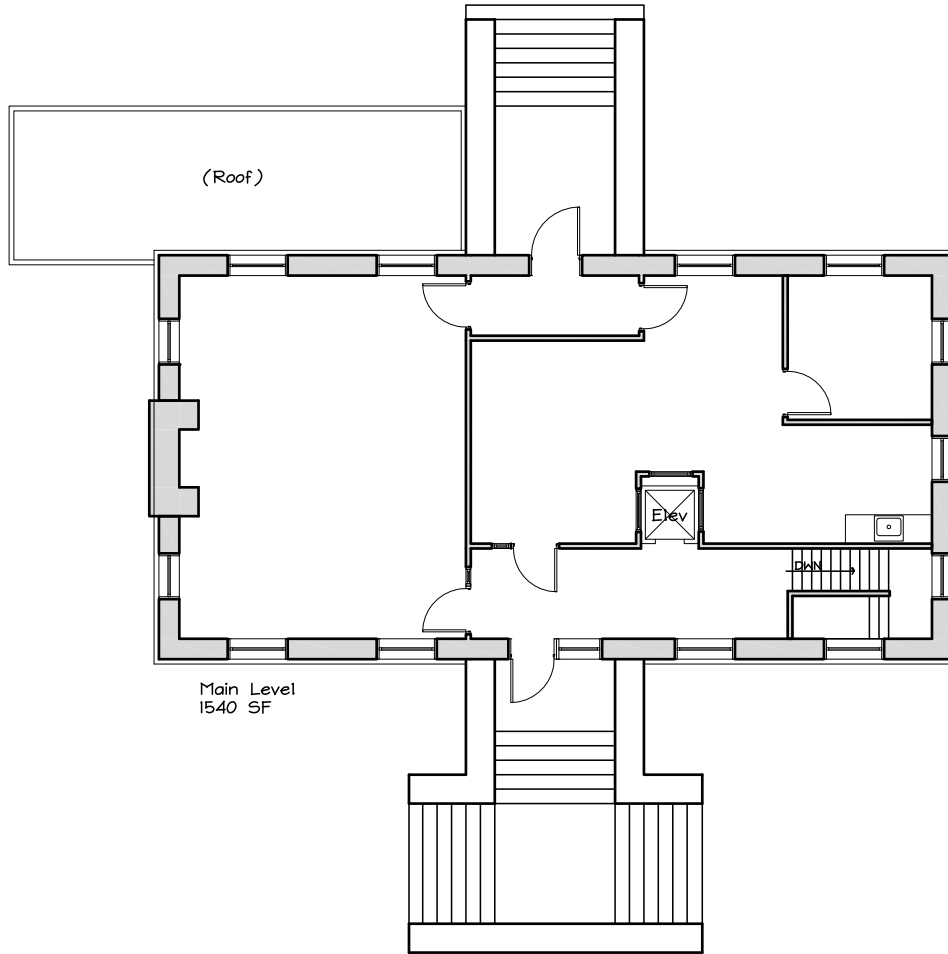
Its

By: Lori Greene

Its: President



HAMLIN PARK BUILDING



1 MAIN LEVEL
Scale: 3/32"=1'-0"

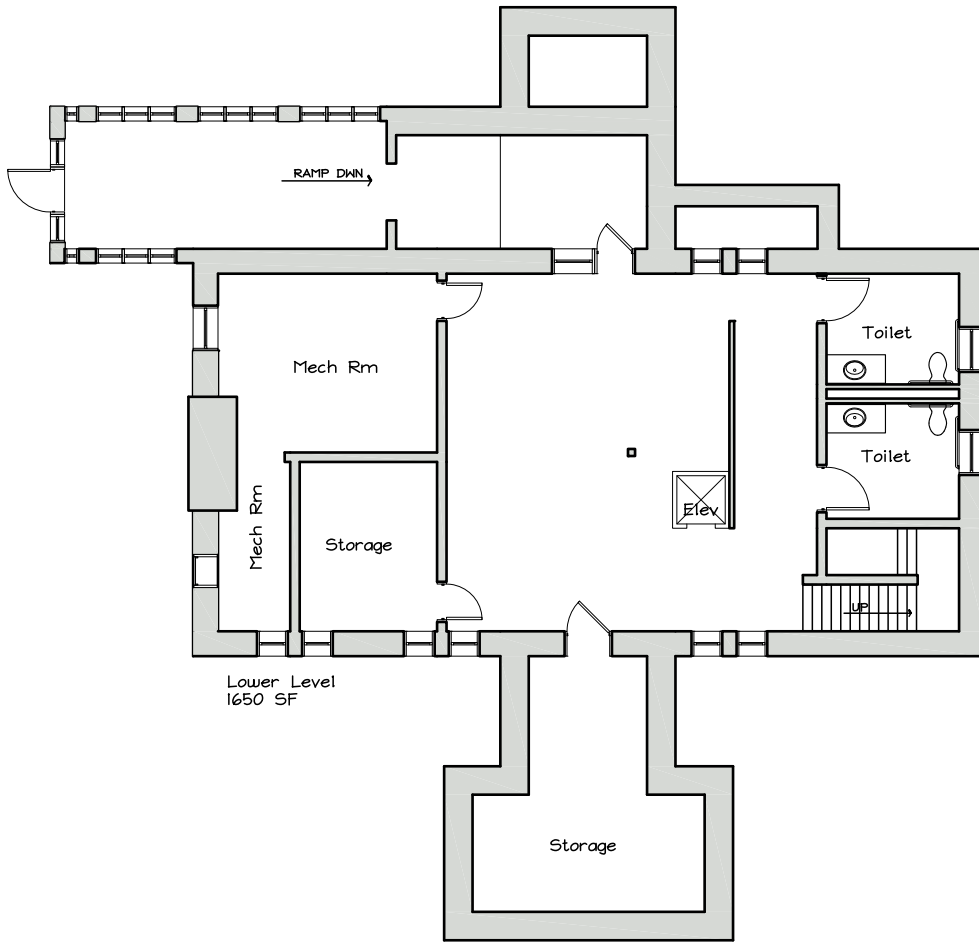




Exhibit A

Floor Plan-Lower Level

HAMLIN PARK BUILDING



2 LOWER LEVEL PLAN
Scale: 1/8"=1'-0"

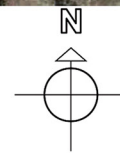




Exhibit A

Site

HAMLIN PARK BUILDING-SITE



CITY OF ST. PAUL
DESIGN GROUP

OFFICE of FINANCIAL SERVICE/REAL ESTATE
25 WEST FOURTH STREET SUITE 1000
ST. PAUL, MINNESOTA 55102