

7. In the event of any option(s) to renew being exercised, the word “term” wherever used in this lease shall mean the initial term and any extension thereof.

8. The TENANT shall pay to the LANDLORD annual rents as follows:

<u>\$37,024.68</u>	Dollars the <u>first</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>second</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>third</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>fourth</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>fifth</u> year, in advance;

9. It is understood and agreed that the TENANT shall be responsible for the payment of its own electrical consumption and in this connection the TENANT shall install a meter on the premises to record its power consumption.

10. The TENANT covenants and agrees further with the LANDLORD as follows:

- (a) that the aforesaid premises and the equipment shall be used by the TENANT for the purpose of telecommunications broadcasting and any other purpose incidental thereto;
- (b) that the TENANT shall not assign this Lease or sublet the leased premises without the written consent of the LANDLORD being first had and obtained, which consent shall not be unreasonably withheld;
- (c) that in construction and maintenance of its equipment the TENANT shall cause no material inconvenience to the LANDLORD;
- (d) that all construction and maintenance of its equipment shall be carried out by the TENANT at its own expense and upon termination of this agreement the TENANT shall remove its equipment at its own expense and return the site of its condition before the commencement of this Lease, reasonable wear and tear, destruction or damage as provided for in paragraph 16 hereof, and any changes or alterations made by other than TENANT, or the TENANT’S agents only excepted;
- (e) that save for the negligence of the LANDLORD, its employees and those persons authorized by the LANDLORD to be on the premises, the TENANT shall indemnify and save harmless the LANDLORD against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of,
 - (i) any breach, violation, or non-performance of the terms, covenants and obligations on the part of the TENANT set out in this agreement,
 - (ii) any damage to property occasioned by the negligent use of the premises by the TENANT of the structural failure of any or all of the TENANT’S equipment,
 - (iii) any injury to or death of any person resulting from the negligent use of the premises by the TENANT.

11. Notwithstanding any other provisions of this Lease:

- (a) The TENANT may assign its rights and obligations under this Lease including the subletting or licensing of all or part of the leased premises without prior written notice to the LANDLORD or without the consent of the LANDLORD to;
 - (i) a person or company that controls, is controlled by, or under common control with the TENANT,

- (ii) a purchaser of all or substantially all of the TENANT'S assets,
 - (b) a change of control of the TENANT shall not in any way be considered a transfer or assignment of this Lease or in any way affect the TENANT'S rights or obligations.
- 12. Provided that the TENANT shall be responsible for the payment of any increase in business and/or real estate taxes, due to improvements and operation of the TENANT on the demised premises.
- 13.
 - (a) In the event that the premises are destroyed or damaged in such manner that it would not be possible for the TENANT to continue to maintain its equipment therein, the LANDLORD shall be under no obligation to rebuild or repair and the term hereby granted shall cease and be at an end for all intents and purposes from the date of such damage or destruction, and the TENANT shall immediately surrender same and yield up possession of the demised premises to the LANDLORD, and the prepaid rent from the time of surrender shall be apportioned and the LANDLORD shall not be responsible for any damage or loss which may be incurred by the TENANT by reason of such termination,
 - (b) In the event that the TENANT'S equipment, through no fault of the TENANT shall be destroyed or damaged in such a manner that its performance is impaired, the TENANT may repair or rebuild, or at its option surrender the Lease and yield up possession of the demised premises to the LANDLORD and the Lease shall then be at an end from the date of such damage or destruction, and the prepaid rent from the time of surrender shall be apportioned.
- 14. The TENANT hereby covenants with the LANDLORD that it is self-insured under the laws of the State of Minnesota for the purposes of tort claims against the TENANT (City of St. Paul, Minnesota).
- 15. If any building, structure, trees or other works of any nature or kind whatsoever screens, shields or interferes in any manner with the signals transmitted or received by the equipment or, should the operation of the equipment be difficult or impossible by reason of government regulation, the TENANT may terminate this agreement by giving a thirty (30) days written notice to the LANDLORD. In the event of such termination the LANDLORD shall refund pro-rate any prepayment of rent accruing due after the date of such termination.
- 16. The TENANT shall have quiet enjoyment of the premises.
 - (a) In the case of a dispute between the LANDLORD and the TENANT during the term hereof, and any renewal, as to any matter arising hereunder, either party hereto shall be entitled to give to the other party notice of such dispute and failing to arrive at a mutually satisfactory agreement within a period of thirty (30) days, demand each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not by recourse to any court by action at law.
 - (c) If within a reasonable time the two arbitrators appointed by the parties hereto do not agree upon a third, or if the party who has been notified of a dispute fails to appoint an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the Court of the appropriate jurisdiction. The cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

