

CRESCENT RIDGE CORPORATE CENTER I
11100 Wayzata Boulevard, Minnetonka, Minnesota

RULES AND REGULATIONS

1. The doors, sidewalks, passages, exits, and entrances shall be used for ingress and egress and shall not be obstructed. Tenant shall use reasonable efforts to keep such areas clean and free from rubbish.
2. Loitering anywhere in the Property shall not be permitted. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Property.
3. Alterations in any way to the interior or exterior of the Premises including attaching pictures, certificates, licenses, and similar items may be done only in a reasonable manner, subject to review by Landlord.
4. Tenant shall not alter, paint, cover, obstruct, screen, tint, install curtains, draperies, blinds, or shades, or obscure any window, shall not affix any signs, advertisements, or notices on or to any window, and shall not have any window treatment other than building standard as established by Landlord, without the written consent of Landlord.
5. All Tenant identification in the public areas of the Property must be installed and approved by Landlord based on the standard signage as established by Landlord.
6. The location of electrical, telephone, computer or other wiring and of related outlets must be pre-approved prior to installation in writing by Landlord. Such items shall be installed by qualified personnel in accordance with building codes applicable to the Property and the Premises and scheduled with the building engineer or Property manager.
7. No items of unusual size or weight shall be used or placed in the Property without Landlord's written permission. In no event shall any floor be overloaded as determined by a competent engineer.
8. The moving of any of Tenant's business or personal furniture, equipment, inventory, or other items in or out of the Premises will be at a time and in a manner designated by Landlord.
9. No Tenant shall use or keep any foul or noxious gas or substance which may in any manner be offensive or objectionable to Landlord or other occupants of the Property. No noises, vibrations, odors, or activities bothersome to other Tenants will be allowed in the Premises or on the grounds of the Property.
10. No animals, fish, birds, etc., are allowed within the Building without Landlord's written permission.
11. The Tenant is prohibited from storing goods, wares, or merchandise other than normal office supplies in the Building or Premises in areas not acceptable to Landlord for storage. No auction, public or private, will be permitted in the Premises.
12. All Tenant requests for service or maintenance to the Landlord will be made by notifying the Landlord or its agents at a designated location. Landlord's agents or contractors shall not perform any work or do anything outside of their regular or contracted duties unless under special written instructions from the Landlord.
13. All keys shall be obtained from Landlord, and all keys shall be returned to Landlord upon termination or expiration of Tenant's Lease. No duplicate keys shall be made without Landlord's approval. Tenant is responsible to control the keys to the Premises, and Tenant shall pay for lost keys. Tenant shall not change the locks or install other locks on the doors without Landlord's written approval. If Landlord gives Tenant written approval to change locks, then Tenant will provide Landlord with keys.

14. Tenant is responsible to lock and secure all doors to the Premises after regular business hours or after entering or leaving on non-business days. Landlord is not responsible to respond to after-hours tenant lockouts. Tenant is responsible for the security of the Premises and under no circumstances shall Landlord be responsible for any theft, pilferage or loss occurring within the Premises or Property.
15. The following acts shall not be allowed or suffered to be done nor conditions allowed to exist upon the Premises or any part thereof:
 - 15.1 Any violation of any federal, state, or municipal statute or ordinance, or any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders or directives now exist or may hereafter provide concerning the use and safety of the Premises.
 - 15.2 Any violation of any certificate of occupancy covering or affecting the use of the Premises or any part hereof.
 - 15.3 Any public or private nuisance.
 - 15.4 The display or distribution of drug paraphernalia or sexually related paraphernalia, except as the same may be legally dispensed by a physician or surgeon, dentist, or pharmacist, duly licensed to practice such profession in the State.
 - 15.5 The manufacture, distribution, sales, or dispensing in any manner of illegal drugs, or any type of illegal drug activity or consumption.
 - 15.6 The sale or dispensing of alcoholic beverages.
 - 15.7 The showing, displaying, viewing, renting, or selling of movie films within the Premises which would be classified as "X" or "R"-rated under present standards of criteria for such classification and rating.
 - 15.8 Gambling.
 - 15.9 The establishment or maintenance of a bawdy house, bar, nightclub, or tavern.
 - 15.10 Any other act or condition, which shall be lewd, obscene, or licentious.
 - 15.11 Performance of abortions.
 - 15.12 Mark, or drive nails, screw or drill into the partitions, woodwork or plaster or otherwise deface its Premises or any part hereof. This shall exclude the changing of pictures, artwork, etc.
 - 15.13 Smoking shall not be permitted within the Building or within twenty-five feet of building entrances.
16. Landlord shall have the right to regulate parking on the Property in a manner beneficial to the Property. Landlord shall have the right to re-stripe parking stalls, lanes, and other areas as the Landlord deems reasonably necessary to control parking access. Landlord may refuse to permit any person who violates the rules to park in the parking lot, and any violation of the rules shall subject the car to removal. No extended period parking for campers, trailers, motor homes, emergency equipment, or other nonstandard sized vehicles is permitted.
17. The Tenant shall not use the Property, Premises, or parking facilities for housing or sleeping without the written consent of the Landlord.
18. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Premises of any person. In the case of invasion, mob riot, public excitement, or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building, the Premises and/or the Property during the continuance of the same by such action as Landlord may deem appropriate, including closing doors and restricting access to public areas of the Property.
19. Each Tenant shall see that appliances and utilities are shut off as appropriate before Tenant or Tenant's employees leave the Premises. Tenant is required to prevent controllable waste or

- damage in all aspects of the Premises from any default or carelessness. All Tenants shall keep the doors to the Building's corridors closed at all times, except for ingress and egress, unless door is equipped with an approved magnetic door holder.
20. Except as provided in the Lease, Tenant shall not install any radio or television antenna, or satellite dish, loudspeaker, or other device on the roof or exterior walls of the Building without Landlord's written permission, which may be granted or withheld in Landlord's sole and absolute discretion.
 21. Each Tenant shall store all its refuse or waste within its Premises and dispose of such refuse or waste only in accordance with all applicable local, state, and federal regulations and laws.
 22. Tenant is not allowed to disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same. Canvassing, soliciting, distributing handbills or any other written material, or peddling on the Property is prohibited.
 23. Tenant agrees to enforce and, as necessary, to acquaint all persons doing business with Tenant with the Rules and Regulations.
 24. The failure of Landlord to enforce any of the Rules and Regulations against any other tenant in the Building shall not be deemed a waiver of any of such Rules and Regulations. Landlord shall not be liable to Tenant for violation of any of the Rules and Regulations or the breach of any covenant or condition in any lease by any other tenant in the Building.
 25. Landlord shall control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of Tenant. Such control and operation shall be accomplished in a manner consistent with the best interests of the tenants in general. Tenant shall not obstruct, alter or in any way impair the effective operation of the heating and air conditioning, electrical, fire, safety, or lighting systems, and Tenant shall not tamper with or change any of the thermostats or temperature control valves in the Building except those that are in Tenant's Premises and are provided exclusively for Tenant's use.
 26. Tenant shall not use or keep in the Premises or on the Property any kerosene, gasoline, or other flammable or combustible fluid or material and shall not use any method of heating or air conditioning not acceptable to Landlord.
 27. All damage done to the Premises, the Building or the Property by the installation or removal of any property of Tenant, or done by Tenant's property while in the Premises, shall be repaired at the expense of Tenant.
 28. Plumbing fixtures and appliances shall be used only for their intended purposes, and Tenant shall not deposit any sweepings, rubbish, rags, or other unsuitable substances therein. Damage resulting from misuse shall be paid for by Tenant.
 29. Landlord shall not be responsible for any loss or theft or damage to personal property in the Premises or the Property from any cause whatsoever, whether or not such loss, theft, or damage occurs when the Premises or other portions of the Property are locked against entry.
 30. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
 31. In the event of any conflict between these Rules and Regulations and Lease with Tenant, the provisions of the Lease shall be controlling.
 32. Tenant shall participate in, to the extent possible and under the direction of the Landlord, the preparation and implementation of an Emergency Response Plan. The Tenant shall provide individuals to assist with the carrying-out of any Emergency Response Plan.
 33. Tenant shall outsource any high volume copying (any copy machine, print or fax station, with a monthly copy usage of more than 40,000 pages) so as not to expose building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.