

1. TERM. THIS AGREEMENT'S TERM SHALL BE FOR THE TIME PERIOD REFLECTED WITHIN THE "RENTAL INFORMATION" ABOVE (THE "TERM"). AFTER THE INITIAL TERM, THIS AGREEMENT'S TERM WILL BE RENEWED ON A MONTH-TO-MONTH BASIS, TERMINABLE BY EITHER PARTY UPON THIRTY (30) DAYS' WRITTEN NOTICE.

Rental Rate. Rent is the sum per month reflected within the "Rental Information", payable in advance on the 1st day of each and every calendar month to Owner, or to Owner's designated agent. Rent paid more than five (5) days late, or rent checks that are dishonored, cause Owner to incur damages which are extremely difficult to measure, and because of this, Occupant agrees to pay Owner, as additional rent, \$20.00 for each late payment, plus a \$5.00 documentation fee, and \$30.00 for each such dishonored check. There will also be a documentation fee of \$10.00 for any and all certified letters mailed to Occupant. In addition, costs Owner incurs by reason of Occupant's breach of any of this Agreement's provisions, including reasonable attorneys' fees, shall be deemed additional rent, and may be demanded by Owner from Occupant at any time, or withheld from Occupant's deposit, or waived, all in Owner's sole and absolute discretion. Owner may, in its sole discretion, change the basic monthly rental rate reflected within the "Rental Information" at any time by giving written notice to Occupant, fifteen (15) days before the end of any month of this tenancy, by mail, to any of the addresses supplied by Occupant in the "Occupant Information" above, or later given, and acknowledged in writing, between Occupant and Owner, as provided hereafter. If Occupant has made advance rental payments, the new rental rate will be charged against such payments, effective upon the giving of notice of the new rate.

Deposit. Occupant shall pay one months rent in advance as a deposit, receipt of which is hereby acknowledged, to secure Occupant's faithful performance of all of this Agreement's terms. Occupant agrees that Owner need not segregate this deposit from other funds, and that no interest will be due for the period of time during which the deposit is held. This deposit, less all charges for cleaning, repairing, or otherwise preparing the space for rental to others, shall be returned to Occupant within ten (10) days after the end of the following month in which Occupant surrenders the Premises to Owner. At Owner's sole option, amounts may be withheld from the deposit to compensate Owner for rent, or any other charges, due and unpaid under this Agreement, at the time Occupant relinquishes, abandons, or otherwise loses possession of the Premises by operation of law. Occupant is required to give a (ten) day written notice before moving out, that Occupant intends to vacate.

Changes in Terms. Owner may change any of this Agreement's terms by giving written notice as provided in paragraph 2 above (Rental Rate) fifteen (15) days prior to the expiration of any month of during this Agreement's

No Oral Agreements. This Agreement, including any documents incorporated by reference herein, contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant specifically acknowledges that no representations have been made with respect to safety, security or other special suitability of the Premises, or space for storage of Occupant's Property, and that Occupant has made his or her own determination of such matters solely from

inspection of the Premises and Facility. Occupant agrees that he or she is not relying, and will not rely, on any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this Agreement in any way whatsoever. Occupant agrees that this Agreement may be modified only in writing as set forth in paragraph 4 above (Changes in Terms) or paragraph 18 below (Rules).

Limitation of Access. Owner may reasonably limit Occupant's access to the Facility and Premises as Owner reasonably deems necessary, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility. Owner may deny Occupant access to the Facility and Premises when rent or charges are overdue. Owner may change the times and methods of access to the Facility within thirty (30) days written notice posted at the main office or

Storage of Property/Use of the Premises. Occupant may only use the Premises for storage of Occupant's personal property and not for any unlawful use or other purposes. Occupant represents to Owner that Occupant is the lawful owner of any and all property Occupant stores in the Premises (collectively the "Property"). No bailment is created in this Agreement. The Property is stored under the supervision and control of Occupant. Occupant agrees that Occupant will not store in the Premises any items which are considered contraband or are illegal to possess in the

State of Minnesota, or which are hazardous materials, or which Occupant does not otherwise have the right to possess. Occupant shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Owner. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602 et. Seq. as amended, (CERCLA). The term "hazardous substance" means: (i) any substance defined as "hazardous substance" under CERCLA; (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and; (iii) any substance or material deemed to be hazardous, dangerous, toxic or a pollutant under any federal, state or local law, code, ordinance or regulation. Occupant agrees not to store property with a total value in excess of \$5,000.00 without the written permission of Owner. If written permission is not obtained, the value of Occupant's property stored on the Premises shall be deemed not to exceed \$5,000.00. Nothing in this limitation shall constitute an agreement or admission by Owner that Occupant's stored property has any value, nor shall this provision alter the release of Owner's liability contained in paragraph 12 below. Occupant shall not alter in any manner or make any improvements to the Premises or the Facility.

Locks. Occupant is solely responsible for ensuring the Premises is secured with Occupant's lock. Occupant shall provide, at Occupant's own expense, a lock for the Premises, which Occupant, in Occupant's sole discretion, deems sufficient to secure the Premises. Occupant shall use no more than one (1) lock. If the Premises is found open or if the lock is removed for any reason, Owner may, but is not required to, lock the Premises at Occupant's

Premises Condition. Occupant agrees that Occupant will keep the Premises in as good of condition and repair as the Premises was in at the time of commencement of the Term, reasonable wear and tear excepted, and upon the expiration or termination of this Agreement, Occupant shall remove Occupant's Property from the Premises and leave the Premises reasonably clean and free of garbage and other

Right to Enter. Occupant grants Owner, Owner's agents, or representatives of any government authority, including police and fire officials, access to the Premises upon three (3) days prior written notice to Occupant. In the event of an emergency, Owner, Owner's agents, or representatives of any governmental authority shall have the right to remove Occupant's lock and enter the Premises, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the Premises, to comply with applicable law, or enforce any of Owner's

Risk of Loss/Insurance. Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored Insurance on Occupant's Property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this Agreement and Occupant assumes all risk of loss to stored Property that would be covered by such insurance. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. Owner is not responsible for obtaining insurance of any kind for the benefit of Occupant. Occupant further agrees to have its insurer waive any right of subrogation of any claim of Occupant against Owner, its employees or agents.

Release of Owners Liability. All Property stored in or on the Premises by Occupant shall be stored at the Occupant's sole risk. Occupant releases Owner, its employees, officers, owners and agents from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees; property damage; for damage or loss from fire, water, the elements, mold, mildew or any other moisture related contamination, acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance or rodents, or the acts or failure to act of Owner, its employees, officers, owners or agents, even if such injury is caused by the active or passive acts or omission of Owner, its agents or employees. Owner shall have no obligation to exercise any care, custody, or control over Occupant's stored Property. Owner assumes no responsibility for any loss, damage or casualty however caused to such Property and Occupant agrees to indemnify, defend and hold Owner, its employees, officers, owners and agents harmless from and against any and all loss, claim, demands, damage, liability, expense (including reasonable attorneys' fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, however occurring, or arising out of or related to Occupant's breach of this The operation or failure of any type of "security system" installed by Owner shall not change Owner's

aforementioned liability for any type of loss incurred by Occupant and shall in no way release Occupant from its obligation of insuring Occupant's Property. Notwithstanding the foregoing, nothing

within this Agreement shall be deemed to exempt Owner from liability for damages to the Occupant's Property caused by Owner's negligence.

Indemnification. In addition to Occupant's other indemnification obligations under this Agreement, Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of the Occupant's use of the Premises, including, to the extent allowed by applicable law, claims for Owner's active

Change of Address or Telephone Number. Any change of address or telephone number of Occupant or Occupant's alternate address listed above must be given to Owner in writing. Owner shall not be presumed to have received notice of any change of address unless given in writing by Occupant, and sent to Owner at Owners address, by first class mail, postage

Notice of Security Interest and Lien Rights. In accordance with Minnesota Statutes, Owner has a lien on the Property stored in the Premises and on the proceeds from the sale of any such Property which attaches when the Occupant is in default and secures the repayment of rent and/or any other charges under this Agreement. Owner may also deny Occupant access to certain Property when Occupant is in default and Owner does not carry insurance covering the Occupant's Property. Occupant shall be solely responsible for any insurance covering Occupant's Property.

Remedies. If Occupant does not pay rent when due or otherwise does not comply with this Agreement, Owner may do any or all of the following:

Apply Occupant's damage deposit to the unpaid rent;

Terminate this Agreement;

Limit access to the Premises to regular business hours;

Bring an unlawful detainer action in accordance with Minnesota law;

Deny Occupant access to Occupant's Property contained in the Premises, except certain items of personal property as set forth in applicable Minnesota law, after the Occupant's default, service of notice of default by the Owner upon the Occupant, the expiration of the date stated for denial of access in that notice, and the application of the Occupant's security deposit to unpaid rent;

Provide written notice of default to Occupant and, if Occupant does not correct the default by making payment, Owner may enter into the Premises, inventory and take possession of and sell the Property and, after the sale, the proceeds will be applied first to the costs incurred in arranging the sale, including reasonable attorneys' fees, and then to the rent which is owed. Any surplus will be returned to the Occupant; or

Take other legal action necessary to secure

Termination of Agreement. Owner may terminate this Agreement at any time by giving Occupant one full month's prior written notice of termination. Occupant must leave the Premises in good condition as required by paragraph 9, and is responsible for all

Rules. Owner shall have the right to establish or change hours of operation or to promulgate rules and amendments, or additional rules and regulations for the safety, care, and cleanliness of the Premises and Facility, or the preservation of good order on the Facility. These rules shall be considered to be a part of this Agreement. Occupant agrees to follow all of the Owner's rules now in effect, or that may be put into effect from time to

Reimbursement for Attorneys' Fees and Costs. In the event of any default in payment or other obligation in this Agreement, in addition to the remedies provided for under this Agreement's terms, Occupant agrees to reimburse Owner for all reasonable attorneys' fees, court costs and other costs associated with such

Manager. The Site Manager listed on the first page of this Agreement, or his successor is the authorized manager of

Owner.

Service of Process/Notices. The Site Manager is the Owner's authorized agent to accept service of process and to receive and give receipts for notices and

Severability. This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of laws provision. If any part or portion of this Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Agreement shall remain in effect and be valid and Occupant and Owner agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Agreement, including any action for bodily injury, death or property damage. Occupant and Owner further agree that the federal or state courts in Sherburne County, Minnesota, shall have exclusive jurisdiction for any litigation related to this Agreement.

Request for Information. Occupant hereby authorizes Owner, Owner's employees or agents to release any information regarding Occupant and Occupant's occupancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or

Assignment. Occupant may not assign this Agreement or any of the rights granted under this Agreement to the Premises without Owner's prior written consent, which consent may be withheld in Owner's sole and absolute

OWNER: EAST SIDE HOLDING, LLC