

**Fill in this information to identify the case:**

Debtor Windstream Holdings, Inc.

United States Bankruptcy Court for the: Southern District of New York  
(State)

Case number 19-22312

**Official Form 410  
Proof of Claim**

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>331 2nd Avenue S Novel Coworking LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>WIndstream NTI, LLC, Norlight Telecommunications, Inc.</u>	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>331 2nd Avenue S Novel Coworking LLC</u> <u>Wolfgang Sauermaun, Authorized Agent</u> <u>318 W Adams Street</u> <u>Suite 2000</u> <u>Chicago, Illinois 60606, United States</u>	
	Contact phone <u>615-330-1291</u>	Contact phone _____
	Contact email <u>sauermaun@bellsouth.net</u>	Contact email _____
	<b>(see summary page for notice party information)</b> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: NTI \_\_\_\_\_

7. How much is the claim? \$ 12,173.79. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Commercial Office Space Lease - Rents Due for Suites 801 and 930

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 12,173.79

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/18/2019  
MM / DD / YYYY

/s/Wolfgang Sauer mann  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Wolfgang Sauer mann  
First name Middle name Last name

Title Authorized Agent

Company 331 2nd Ave S Novel Coworking LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

<b>Debtor:</b> 19-22312 - Windstream Holdings, Inc.		
<b>District:</b> Southern District of New York, White Plains Division		
<b>Creditor:</b> 331 2nd Avenue S Novel Coworking LLC Wolfgang Sauermann, Authorized Agent 318 W Adams Street Suite 2000  Chicago, Illinois, 60606 United States <b>Phone:</b> 615-330-1291 <b>Phone 2:</b> 734-277-6704 <b>Fax:</b>  <b>Email:</b> sauerman@bellsouth.net	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b>		
Robert Saunders Novel Coworking 318 W Adams Street Suite 2000  Chicago, Illinois, 60606 United States <b>Phone:</b> 312-339-8696 <b>Phone 2:</b> 734-277-5704 <b>Fax:</b>  <b>E-mail:</b> rob@novelcoworking.com	Alex Schwiebert Novel Coworking 318 W Adams Street Suite 2000  Chicago, Illinois, 60606 United States <b>Phone:</b> 734-277-5704 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> alex@novelcoworking.com	
<b>Other Names Used with Debtor:</b> WIndstream NTI, LLC, Norlight Telecommunications, Inc.	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Commercial Office Space Lease - Rents Due for Suites 801 and 930	<b>Last 4 Digits:</b> Yes - NTI	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 12,173.79	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 12,173.79 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	

**Submitted By:**

Wolfgang Sauermann on 18-Apr-2019 10:45:18 a.m. Eastern Time

**Title:**

Authorized Agent

**Company:**

331 2nd Ave S Novel Coworking LLC

**SIXTH AMENDMENT TO OFFICE LEASE AGREEMENT  
AND  
THIRD AMENDMENT TO LICENSE AGREEMENT**

**(SUITES 801 and 930)**

**THIS SIXTH AMENDMENT TO OFFICE LEASE and THIRD AMENDMENT TO LICENSE AGREEMENT** is dated as of June \_\_, 2017, and is by and between **DCI MINNEAPOLIS VENTURE LLC**, a Delaware limited liability company ("**Landlord**" and "**Licensor**") and **WINDSTREAM NTI, LLC**, a Wisconsin limited liability company and successor-in-interest to Norlight Telecommunications, Inc. ("**Tenant**" and "**Licensee**").

**RECITALS:**

**WHEREAS**, Tenant and a prior predecessor-in-title to Landlord entered into an Office lease Agreement dated December 3, 1986, which lease has previously been amended by First Amendment to Office Lease dated August 23, 1991, a Second Amendment to Office Lease dated May 31, 1998, a Third Amendment to Office Lease dated November 1, 1999, a Fourth Amendment to Office Lease dated February 5, 2004, and a Fifth Amendment to Office Lease and Second Amendment to License Agreement dated November 1, 2009 (collectively, the "**Lease**") pursuant to which Tenant leases Suites 801 and 930 for space comprising approximately 1,896 and 1,818 rentable square feet respectively for a total of 3,714 rentable square feet ("**Premises**") in the Building located at 331 Second Avenue South, Minneapolis, Minnesota (the "**Building**"); and

**WHEREAS**, Licensor's predecessor-in-title and Licensee entered into a License Agreement dated January 20, 2003, which agreement has previously been amended by First Amendment to License Agreement dated February 5, 2004, and that Second Amendment to License Agreement dated November 1, 2009 (the "**License**"); and

**WHEREAS**, Landlord subsequently purchased the Building and was assigned all the previous landlords' rights, title and interest in and to the Lease, as amended, and was assigned all the previous Licensor's rights, title and interest in and to the License; and

**WHEREAS**, Landlord and Tenant and Licensor and Licensee now desire to make certain further amendments to both the Lease and the License, all as contained herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant and Licensor and Licensee agree as follows:

1. This Sixth Amendment to Lease Agreement and Third Amendment to License is hereby attached to and made a part of both the Lease and the License and is specifically incorporated into both the Lease and the License. Except as otherwise expressly indicated herein, all capitalized terms shall have the meanings ascribed to them in the Lease and the License. To the extent any terms and

provisions of this Agreement are inconsistent with the terms and provisions of the Lease or the License, the terms and provisions of this Agreement shall prevail. Except as Amended herein, the Lease and the License, as amended, shall remain in full force and effect in accordance with their terms through their entire Terms, as amended.

2. This Sixth Amendment to Lease Agreement and Third Amendment to License is not intended to modify or affect the Lease or License in any way whatsoever except as expressly provided for in this document. The parties hereby confirm that the Lease and License, as amended by this Agreement, are in full force and effect and, to the best of Licensee/Tenant's knowledge, Licensor/Landlord is not in default thereunder. To the best of Licensee/Tenant's knowledge, it has no defense, setoff, claim or counterclaim against Licensor/Landlord arising out of any other transaction between Licensee/Tenant and Licensor/Landlord, and no event has occurred and no condition exists, which will the giving of notice or the passage of time, or both, will constitute a default of Licensor/Landlord under the License or Lease.
3. **TERM.** Effective upon the execution hereof, the Term of the Lease and License are both extended to now terminate on October 31, 2022. Said period from November 1, 2014, through October 31, 2022, shall hereinafter be referred to as the "**Extended Term.**"
4. **BASE RENT.** Effective November 1, 2014, Tenant shall pay to Landlord at the office of Landlord or at such other place as Landlord may designate monthly Base Rent with respect to the Premises during the Extended Term in the amounts as follows:

<b>BASE RENT PERIOD</b>	<b>MONTHLY BASE RENT</b>	<b>PERIOD BASE RENT</b>
November 1, 2014 – October 31, 2015	\$10,213.50	\$122,562.00
November 1, 2015 – October 31, 2016	\$10,213.50	\$122,562.00
November 1, 2016 – October 31, 2017	\$10,213.50	\$122,562.00
November 1, 2017 – October 31, 2018	\$10,826.30	\$129,915.60
November 1, 2018 – October 31, 2019	\$11,151.10	\$133,813.20
November 1, 2019 – October 31, 2020	\$11,485.63	\$137,827.50
November 1, 2020 – October 31, 2021	\$11,830.20	\$141,962.40
November 1, 2021 – October 31, 2022	\$12,185.10	\$146,221.20
5. **LICENSE FEE.** The monthly License Fee to be paid by Licensee to Licensor with respect to the Licensed Premises shall be Three Hundred and no/100 Dollars (\$300.00) during the Extended Term.

6.

**MISCELLANEOUS.**

- a. All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.
- b. This Agreement shall be binding upon and insure to the benefit of the parties, their respective heirs, successors and assigns.
- c. This Agreement sets forth the entire agreement between the parties and any prior writings or conversations are merge herein and extinguished. No amendment, alteration or other change of this Agreement shall be enforceable unless set forth in a writing signed by the parties hereto.

**IN WITNESS WHEREOF.** The undersigned have executed this Six Amendment to Office Lease Agreement and Third Amendment to License Agreement as of the day and year first written above.

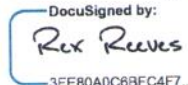
**LANDLORD/LICENSOR:**

**DCI MINNEAPOLIS VENTURE LLC,**  
A Minnesota Limited Liability Company

By:   
Its: COO

**TENANT/LICENSEE:**

**WINDSTREAM NTI, LLC,**  
a Wisconsin limited liability company

By:   
Its: Vice President-Engineering



**ASSIGNMENT AND ASSUMPTION OF LEASES**

This Assignment and Assumption of Leases (this “Assignment”) dated as of October 1, 2018 (the “Effective Date”) is entered into by and between DCI MINNEAPOLIS VENTURE, LLC, a Delaware limited liability company (“Assignor”) and 331 2ND AVE S NOVEL COWORKING LLC, a Minnesota limited liability company (“Assignee”).

WITNESSETH

WHEREAS, Assignor is the lessor under those certain lease agreements identified on Exhibit B attached hereto (the “Leases”) executed with respect to that certain real property commonly located at 331 2<sup>nd</sup> Avenue South, Minneapolis, Minnesota 55401 (the “Property”) as more fully described in Exhibit A attached hereto;

WHEREAS, Assignor and Assignee, as assignee of Iconic Investors, LLC, a Delaware limited liability company, have entered into that certain Real Estate Purchase and Sale Agreement dated as of May 23, 2018, as amended (the “Agreement”) for the purchase and sale of the Property; and

WHEREAS, Assignor desires to assign its interest as lessor in the Leases to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest and obligations in and to the Leases, together with any security therefor and guarantees thereof.
2. As of the Effective Date, Assignee hereby assumes all of Assignor’s right, title and interest and obligations under the Leases.
3. Any rental and other payments under the Leases shall be prorated between the parties as provided in the Agreement.
4. Assignor hereby agrees to indemnify, protect, defend, and hold Assignee harmless for, from and against any liabilities, obligations, actions, suits, proceedings, or claims, and all costs and expenses (including without limitation reasonable attorneys’ and expert witness fees) incurred in connection with the Leases, based upon or arising out of any breach or alleged breach of the Leases by Assignor occurring or alleged to have occurred prior to the Effective Date and with respect to liability relating to or accruing prior to the Effective Date.
5. Assignee hereby agrees to indemnify, protect, defend, and hold Assignor harmless for, from and against any liabilities, obligations, actions, suits, proceedings, or claims, and all costs and expenses (including without limitation reasonable attorneys’ and expert witness’ fees on the premises) incurred in connection with the Leases, based upon or arising out of any breach or alleged breach of the Leases by Assignor occurred or alleged to have occurred on or after the Effective Date and with respect to liability relating to or occurring after the Effective Date.

6. In the event of any litigation arising out of this Assignment, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, attorneys' fees.

7. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. This Assignment is delivered pursuant to the Agreement.

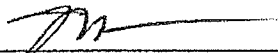
10. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases the day and year first above written.

**ASSIGNOR:**

**DCI MINNEAPOLIS VENTURE, LLC,**  
a Delaware limited liability company

By:   
Name: ~~Daniel A. Schryer~~ Spencer Mullee  
Its: ~~Managing Member~~ Authorized Signatory

**ASSIGNEE:**

**331 2nd AVE S NOVEL COWORKING LLC,** a  
Minnesota limited liability company

By: Coworking Investors, LLC,  
a Delaware limited liability company  
Its: Manager

By: \_\_\_\_\_  
William M. Bennett, Manager

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases the day and year first above written.

**ASSIGNOR:**

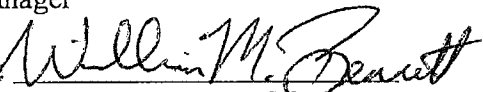
**DCI MINNEAPOLIS VENTURE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Daniel A. Schryer  
Its: Managing Member

**ASSIGNEE:**

**331 2nd AVE S NOVEL COWORKING LLC,** a  
Minnesota limited liability company

By: Coworking Investors, LLC,  
a Delaware limited liability company  
Its: Manager

By:   
William M. Bennett, Manager

**Exhibit A**  
**Legal Description of Property**

PARCEL A - Abstract property:

Lots 47 and 48, Auditor's Subdivision No. 156, Hennepin County, Minnesota.

PARCEL B - Torrens property-Certificate of Title No. 1362524:

The Northwesterly 50.20 feet of the Southwesterly 67.50 feet of Lot 46, Auditor's Subdivision No. 156, Hennepin County, Minnesota.

PARCEL C:

Non-exclusive easement for skyway purposes, over part of Lot 46, Auditor's Subdivision No. 156, as contained in the Easement Deed, dated June 30, 1982, recorded October 8, 1982, in the office of the Hennepin County Recorder as Doc. No. 4745364, and recorded July 19, 1982, in the office of the Hennepin County Registrar of Titles as Doc. No. 1474694, as amended by the Amended and Restated Skyway Agreement, dated December 7, 1990, recorded January 3, 1991, in the office of the County Recorder as Doc. No. 5736822, and recorded January 3, 1991, in the office of the Registrar of Titles as Doc. No. 2146717.

PARCEL D:

Non-exclusive easement for skyway purposes in connection with the skyway over 4th Street South, as contained in the Skyway Agreement, dated August 24, 1981, recorded April 14, 1983, in the office of the Hennepin County Recorder as Doc. No. 4785244.

**Exhibit B**

(attach Rent Roll)

Database: CBRE2  
 Bldg Status: Active only

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

Page: 1  
 Date: 9/25/2018  
 Time: 3:13 PM

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Other Income	Monthly Rent Increases	Future Rent Cat	Date	Monthly Amount	PSF
331MN	206	JDT Holdings, LLC	2/1/2016	12/31/2020	3,092	2,870.41		2,733.84							
Stop Bill Date: 11/30/2016															
<b>Vacant Suites</b>															
331MN	202	Vacant			528										
331MN	203	Vacant			956										
331MN	204	Vacant			289										
331MN	220	Vacant			3,228										
331MN	300E	Vacant			146										
331MN	300I	Vacant			919										
331MN	300J	Vacant			875										
331MN	300L	Vacant			389										
331MN	300M	Vacant			3,684										
331MN	400	Vacant			4,331										
331MN	425	Vacant			775										
331MN	430	Vacant			728										
331MN	460	Vacant			3,736										
331MN	500	Vacant			3,886										
331MN	515	Vacant			1,988										
331MN	525	Vacant			409										
331MN	540	Vacant			6,577										
331MN	550	Vacant			1,085										
331MN	650	Vacant			7,402										

v = Excluded from totals, space occupied by another tenant

Database: CBRE2  
 Bldg Status: Active only

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

Page: 2  
 Date: 9/26/2018  
 Time: 3:13 PM

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Monthly Other Income	Future Rent Increases Cat	Date	Monthly Amount	PSF	
331MN	703	Vacant			2,577										
331MN	720	Vacant			5,030										
331MN	740	Vacant			375										
331MN	880	Vacant			857										
331MN	910	Vacant			1,174										
Occupied Suites															
331MN	100	Verizon Portfolio	6/1/1997	5/31/2017	108	755.85	83.98	19.71							
331MN	107	Naftalin Associates	4/1/2007	12/31/2016	987	529.48	6.44	916.88							
331MN	120	Qwest	1/1/1992	12/31/2021	134	1,236.00	110.69						1,273.08	114.01	
331MN	200	New-Mart, Inc.	8/1/2009	1/31/2021	710	865.21	14.62	649.04					1,311.27	117.43	
331MN	206	IGRILL	8/1/2017	7/31/2022	3,092	2,653.97	10.30	2,576.33					1,350.61	120.95	
331MN	230	F Clayton Tyler	9/1/1997	10/31/2016	1,704	579.56	4.08	769.97					935.81	15.82	
331MN	300	Zayo Group, LLC fka Integra	11/22/2013	11/30/2016	146	1,994.23	163.91						2,733.59	10.61	
331MN	300A	ZAYO GROUP LLC	9/1/2003	11/30/2019	146	2,393.07	196.69	511.40					2,815.60	10.93	
331MN	300B	Green Cloud Technologies, LLC	7/3/2004	12/31/2022	5,238	10,912.50	25.00	5,755.68					2,900.07	11.26	
331MN	300C	TWTelecom	9/1/2003	5/31/2023	146	1,029.91	84.65						2,464.86	202.99	
331MN	300D	Universal Data Corp.	5/20/2004	12/31/2019	146	1,161.69	95.48	211.56					526.74	43.29	
331MN	300F	CenturyLink	8/1/2009	7/31/2021	146	1,733.83	142.51						11,239.88	25.75	
													11,577.07	26.52	
													11,924.38	27.32	
													12,282.11	28.14	
													1,060.82	87.19	
													1,092.69	89.81	
													1,125.54	92.51	
													1,159.37	95.29	
													1,196.55	98.35	

v = Excluded from totals, space occupied by another tenant



Database: CBRE2  
 Bldg Status: Active only

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

Page: 3  
 Date: 9/26/2018  
 Time: 3:13 PM

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Other Income	Monthly Income	Monthly Amount	PSF
331MN	300G	CCES (fka Eventis Telecom)	6/1/2006	8/31/2021	2,109	5,034.23	28.64	2,268.06		87.55		1,768.50	145.36
331MN	300H	Windstream NTI, Inc.	10/1/2006	10/31/2021	291	2,768.47	114.16					1,803.87	148.26
331MN	300K	Level 3 Communications	6/1/2008	5/31/2024	146	1,513.05	124.36					5,185.26	29.50
												5,340.82	30.39
												2,851.52	117.59
												2,937.07	121.12
												3,025.18	124.75
331MN	300M1	Comcast Cable Comm Management	12/15/2016	12/31/2026	0							1,558.55	128.10
331MN	420	Edward Carsten Olson	6/1/2007	5/31/2018	1,895	1,647.94	10.44	1,789.37				1,605.39	131.95
331MN	428	Symbion Corp	9/1/2010	9/30/2018	165	175.05	12.73	150.00		200.00		1,653.57	135.91
		Additional Space 331MN - 435	3/30/2011	9/30/2018	1,079	1,144.71	12.73	988.02				1,708.21	140.40
				Total	1,244	1,319.76		1,138.02				1,754.31	144.19
331MN	450	CCES (fka Eventis Telecom)	6/1/2006	6/31/2022	1,809	1,262.00	8.37	1,714.05				1,300.00	8.62
331MN	600	Verizon Portfolio	2/1/1996	1/31/2026	7,137	17,402.39	29.26					1,339.00	8.88
												1,379.00	9.15
												17,925.76	30.14
												18,466.98	31.05
												18,466.98	31.05
												19,020.11	31.98
												19,591.07	32.94
												20,179.87	33.93
												20,780.56	34.94
331MN	701	Natl Marine Manufacturers	1/1/2006	2/28/2019	1,364	1,055.76	9.29	1,297.99					
331MN	705	Barrister II, LLC	10/1/2018	2/29/2024	4,490	4,864.17	13.00	4,216.86				5,010.09	13.39
												5,160.39	13.79
												5,315.21	14.21
												5,474.66	14.63
												5,638.90	15.07
331MN	710	Primus Law Office	5/1/2007	5/31/2018	1,907	1,902.43	11.97	1,824.98					
331MN	730	ZAYO GROUP LLC (360 Net)	8/1/1999	11/30/2019	1,000	3,824.54	45.89	189.96		1,229.32		3,939.26	47.27

v = Excluded from totals, space occupied by another tenant

Database: CBREZ  
 Bldg Status: Active only

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

Page: 4  
 Date: 9/25/2018  
 Time: 3:13 PM

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Monthly Other Income	Monthly Amount	PSF				
											- Future Rent Increases					
											Cat	Date				
331MN	801	NorightWindstream	11/1/1986	10/31/2022	1,896	5,526.84	34.98	263.68		114.00						
331MN	820	Green Cloud Technologies, LLC	1/1/2016	12/31/2022	1,334	1,197.26	10.77	1,310.66								
331MN	830	Aimab, LLC	2/1/2011	4/30/2022	2,004	1,537.62	9.81	1,910.01								
331MN	840	Faison Seasons	5/1/2001	4/30/2021	2,204	2,553.89	13.91	2,085.76								
331MN	870	U.S. LINK Inc DBA TDS Metrocom	8/1/1999	7/31/2019	609	1,838.00	36.22	59.86		2,194.74						
331MN	884	CCES (Re Eventis Telecom)	10/1/2007	9/30/2022	643	1,579.00	25.47	547.23								
331MN	890	Zimmerman & Bix, Ltd.	12/1/2013	11/30/2016	837	693.28	9.94	811.00								
331MN	895	Leland S Watson	3/1/2007	2/28/2021	1,825	1,390.04	9.14	1,727.89								
331MN	899	John Biglow	3/1/2007	2/28/2021	2,165	1,649.01	9.14	2,051.51								
Total											3,714	10,825.30	522.69	364.00		
Total																

v = Excluded from totals, space occupied by another tenant

Database: CBREZ  
 Bldg Status: Active only

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

Page: 5  
 Date: 9/26/2018  
 Time: 3:13 PM

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqt	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Other Income	Monthly	Future Rent Increases	Monthly Amount	PSF	
												Cat	Date		
331MN	900	State of MN Bd of Pub, Defense	11/1/1996	6/30/2027	7,847	13,797.65	21.10					BRN	7/1/2019	14,078.83	21.53
												BRN	7/1/2020	14,366.55	21.97
												BRN	7/1/2021	14,654.28	22.41
												BRN	7/1/2022	14,948.54	22.86
												BRN	7/1/2023	15,249.34	23.32
												BRN	7/1/2024	15,556.68	23.79
												BRN	7/1/2025	15,870.56	24.27
												BRN	7/1/2026	16,190.98	24.76
331MN	920	GSA - US Dept. of Labor	11/15/1998	12/31/2018	3,499	7,365.33	25.33								
331MN	950	PaetecMindstream	1/1/1998	12/31/2020	416	2,081.54	60.05	75.90				BRN	1/1/2019	2,144.09	61.85
												BRN	1/1/2020	2,208.41	63.70
331MN	CON03	City of Minneapolis	12/1/2005	3/31/2019	0					439.21		MIS	1/1/2019	452.39	0.00
331MN	CON05	Green Cloud Technologies, LLC	10/1/2007	9/30/2010	0					125.00					
331MN	CON06	PaetecMindstream	1/1/2008	10/31/2022	0					300.00					
331MN	CON07	Comcast	8/1/2008	7/31/2016	0										
331MN	CON10	Hennepin County	11/1/2000	1/31/2015	0										
331MN	SKYA	Reit Management	8/24/1981	12/31/2099	0			399.84							
331MN	SKYB	The Hotel Minneapolis	8/24/1981	12/31/2099	0			310.69							
331MN	SKYD	Moses Evans	11/1/2014	11/30/2014	0	150.00									
<b>Totals:</b>															
		Occupied Sqt:	53.76%	37 Units	60,393	115,219.06					4,939.82				
		Leased/Unoccupied Sqt:	0 Units	0 Units	0										
		Vacant Sqt:	46.24%	24 Units	51,944										
		Total Sqt:		61 Units	112,337	115,219.06									
<b>Grand Total:</b>															
		Occupied Sqt:	53.76%	37 Units	60,393	115,219.06					4,939.82				
		Leased/Unoccupied Sqt:	0 Units	0 Units	0										
		Vacant Sqt:	46.24%	24 Units	51,944										
		Total Sqt:		61 Units	112,337	115,219.06									

v = Excluded from totals, space occupied by another tenant

LIMITED WARRANTY DEED

eCRV Number: 875 331  
Deed Tax Due Hereon: \$ 29,240.00  
Date: 10-1-18

KNOW ALL MEN BY THESE PRESENTS:

THAT **DCI Minneapolis Venture, LLC**, a Delaware limited liability company (“**Grantor**”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by **331 2nd Ave S Novel Coworking LLC**, a Minnesota limited liability company (“**Grantee**”), the receipt and sufficiency of which are hereby acknowledged, hereby conveys and quitclaims unto Grantee the tract of land (the “**Land**”) in Hennepin County, Minnesota, more fully described on **Exhibit A** hereto and incorporated herein, together with all improvements thereon and all easements, rights-of-way, rights and appurtenances appertaining thereto (collectively, the “**Property**”).

This Limited Warranty Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the Property except as set out and listed in **Exhibit B** hereto (the “**Permitted Encumbrances**”).

TO HAVE AND TO HOLD the Property, together with all and singular easements, rights-of-way, rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. The Grantor hereby certifies that the Grantor does not know of any wells on the real estate legally described on Exhibit A attached hereto.

Part or all of the land is Registered (Torrens).

[SIGNATURE ON FOLLOWING PAGE]

WITNESS THE EXECUTION HEREOF effective as of October 1, 2018.

GRANTOR:

DCI MINNEAPOLIS VENTURE, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: ~~Daniel A. Schryer~~ Spencer Mullee  
Its: ~~Managing Member~~ Authorized Signatory

STATE OF Florida ) SS  
COUNTY OF Lee ) SS

Spencer Mullee, Authorized Signatory

This instrument was acknowledged before me on Sept 26, 2018, by ~~Daniel A. Schryer, the Managing Member~~ of DCI MINNEAPOLIS VENTURE, LLC, a Delaware limited liability company, as the act and deed of said entity.



(Seal of Notary)

[Signature]  
Name:  
Notary Public

My commission expires: Jan 21, 2021

Tax Statements for the real property described in this instrument should be sent to:

Level Office Management, LLC  
318 W. Adams, Suite 1800  
Chicago, IL 60606  
Attn: Accounting Dept.

This instrument was prepared by:

Michael Caron  
Lyon & Caron LLP  
790 Estate Drive, Suite 180  
Deerfield, IL 60015

Exhibit A to Limited Warranty Deed

LEGAL DESCRIPTION

PARCEL A - Abstract property:

Lots 47 and 48, Auditor's Subdivision No. 156, Hennepin County, Minnesota.

PARCEL B - Torrens property-Certificate of Title No. 1362524:

The Northwesterly 50.20 feet of the Southwesterly 67.50 feet of Lot 46, Auditor's Subdivision No. 156, Hennepin County, Minnesota.

PARCEL C:

Non-exclusive easement for skyway purposes, over part of Lot 46, Auditor's Subdivision No. 156, as contained in the Easement Deed, dated June 30, 1982, recorded October 8, 1982, in the office of the Hennepin County Recorder as Doc. No. 4745364, and recorded July 19, 1982, in the office of the Hennepin County Registrar of Titles as Doc. No. 1474694, as amended by the Amended and Restated Skyway Agreement, dated December 7, 1990, recorded January 3, 1991, in the office of the County Recorder as Doc. No. 5736822, and recorded January 3, 1991, in the office of the Registrar of Titles as Doc. No. 2146717.

PARCEL D:

Non-exclusive easement for skyway purposes in connection with the skyway over 4th Street South, as contained in the Skyway Agreement, dated August 24, 1981, recorded April 14, 1983, in the office of the Hennepin County Recorder as Doc. No. 4785244.

Exhibit B to Limited Warranty Deed

Permitted Exceptions

1. Real estate taxes for the second half of 2018, and subsequent years, a lien not due and payable.
2. Terms and conditions, including easements, as contained in the following
  - a. Easement Deed, dated June 30, 1982, recorded October 8, 1982, in the office of the County Recorder as Doc. No. 4745364, and recorded July 19, 1982, in the Office of the Registrar of Titles as Doc. No. 1474694.
  - b. Amended and Restated Skyway Agreement, dated December 7, 1990, recorded January 3, 1991, in the office of the County Recorder as Doc. No. 5736822, and recorded January 3, 1991, in the office of the Registrar of Titles as Doc. No. 2146717.
3. Terms and conditions, including easements, as contained in the Skyway Agreement, dated August 24, 1981, recorded April 14, 1983, in the office of the County Recorder as Doc. No. 4785244.
4. Terms and conditions of the Skyway Agreement, dated November 22, 1982, recorded July 22, 1982, in the office of the County Recorder as Doc. No. 4811439, and recorded June 22, 1992, in the office of the Registrar of Titles as Doc. No. 2271554.
5. Rights of tenants under unrecorded leases pursuant to rent roll delivered by Grantor to Grantee as of date of conveyance.
6. The following matters disclosed by an ALTA/NSPS survey made by AEI Consultants on July 13, 2018, last revised September 18, 2018, designated Job No. 390012:
  - (a) Diesel generator exhaust pipes cross 0.6 feet into 4<sup>th</sup> Street ROW;
  - (b) Building crosses 0.1 feet into 4<sup>th</sup> Street ROW;
  - (c) Wall mounted utility cabinets/shrouds cross 1.1 feet onto adjoining property;
  - (d) Drain pipe crosses 0.9 feet onto adjoining property;
  - (e) Edging crosses 0.7 feet onto adjoining property; and
  - (f) AC unit crosses 1.0 feet onto adjoining property.

**NOTICE TO TENANTS**

Re: Sale of 331 2<sup>nd</sup> Ave South, Minneapolis, MN

Dear Tenant:

Notice is hereby given to the tenants of the above captioned property (the "Property") that DCI MINNEAPOLIS VENTURE, LLC, the current owner of the Property, has sold the Property to 331 2<sup>nd</sup> AVE S NOVEL COWORKING LLC, a Minnesota limited liability company ("Purchaser") effective as of the date hereof. Purchaser has assumed all of the obligations of landlord under your lease, including any obligations with respect to your security deposit, which has been transferred to Purchaser.

Future notices and rental payments with respect to your leased premises at the Property should be made to the Purchaser as it shall direct.

Very truly yours,

**SELLER:**

**DCI MINNEAPOLIS VENTURE, LLC,**  
a Delaware limited liability company

By: 

Name: ~~Daniel A. Schryer~~ Spencer Mullee  
Its: ~~Managing Member~~ Authorized Signatory

Dated as of: October 1, 2018



## TENANT RENT STATEMENT & INVOICE

<b>LEASED PREMISES:</b>  331 2 <sup>nd</sup> Avenue South Suites 801 and 930 Minneapolis, MN 55401  <u>Landlord's Contact &amp; Authorized Agent:</u> Attn: Wolfgang Sauermann Tel: 615/330-1291 sauerman@bellsouth.net	<b>TENANT:</b>  Windstream NTI, LLC Successor to Norlight Telecommunications, Inc. 11101 Anderson Drive, Suite 100 Little Rock, AR 72212  <u>Tenant's Billing &amp; Accounting Contact:</u> Windstream Communications, LLC Attn: Network Optimization 11101 Anderson Drive, Suite 100 Little Rock, AR 72212 Mail Stop: 2523-B5-F01-1A	<b>LANDLORD:</b>  331 2 <sup>nd</sup> Ave S Novel Coworking LLC 318 W Adams Street, Suite 2000 Chicago, IL 60606  <u>Landlord's Billing &amp; Accounting Contact:</u> Attn: Anthony Cuddi Tel: 978-979-4233 anthony@novelcoworking.com
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<b>STATEMENT DATE:</b> 4/1/19	<b>ACCOUNT NO.</b>
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<b>TENANT:</b> Windstream NTI, LLC c/o Windstream Network Leases PO Box 25410 Little Rock, AR 7222-1541	INVOICE #: 034937	NTI                      1
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<b>MAKE CHECKS PAYABLE TO:</b> 331 2 <sup>nd</sup> Ave S Novel Coworking LLC	<b>BALANCE DUE</b>	12,173.79
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Date	Code	Description	Charges	Payments	Amount Due
4/1/2019	CAM	CAM Charges	522.69	0.00	522.69
4/5/2019	MSC	Miscellaneous Tenant	300.00	0.00	300.00
4/1/2019	PRT	Parking - Tenant	200.00	0.00	200.00
4/1/2019	TRR	Traditional Rent	11,151.10	0.00	11,151.10

<b>4/1/19</b>	<b>ACCOUNT NUMBER</b>
---------------	-----------------------

Please send this portion of the statement with your remittance.

<b>INVOICE #: 034937</b>	NTI                      1
<b>Windstream NTI, LLC</b>	
<b>Windstream Network Leases</b>	

331 2<sup>nd</sup> Ave S Novel Coworking LLC  
 318 W Adams Street, Suite 2000  
 Chicago, IL 60606

Current	30	60	90	120	<b>BALANCE DUE</b>
12,173.79	0.00	0.00	0.00	0.00	12,173.79