

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

1. **Who is the current creditor?** 331 2nd Ave S Novel Coworking LLC
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor See summary page

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>331 2nd Ave 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 _____

(see summary page for notice party information)
Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 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: STREAM ____

7. How much is the claim? \$ 2,851.52. 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 Lease - Rents Due for Suite 300H

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. \$ 2,851.52

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)?

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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 Sauerma
Signature

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

Name Wolfgang Sauerma
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

Debtor: 19-22312 - Windstream Holdings, Inc.		
District: Southern District of New York, White Plains Division		
Creditor: 331 2nd Ave S Novel Coworking LLC Wolfgang Sauermann, Authorized Agent 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 615-330-1291 Phone 2: 734-277-5704 Fax: Email: sauerman@bellsouth.net	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties:		
Alex Schwiebert 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 734-277-5704 Phone 2: Fax: E-mail: alex@novelcoworking.com	Robert Saunders Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States Phone: 312-339-8696 Phone 2: 734-277-5704 Fax: E-mail: rob@novelcoworking.com	
Other Names Used with Debtor: Windstream NTI, LLC, Norlight Telecommunications, Inc., Windstream Network Leases	Amends Claim: No Acquired Claim: No	
Basis of Claim: Commercial Office Lease - Rents Due for Suite 300H	Last 4 Digits: Yes - STREAM	Uniform Claim Identifier:
Total Amount of Claim: 2,851.52	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 2,851.52 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	

Submitted By:

Wolfgang Sauermann on 18-Apr-2019 10:53:55 a.m. Eastern Time

Title:

Authorized Agent

Company:

331 2nd Ave S Novel Coworking LLC

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 4th Street ROW;
 - (b) Building crosses 0.1 feet into 4th 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.

**SECOND AMENDMENT OF LEASE
(Suite 300H)**

This SECOND AMENDMENT OF LEASE ("**Second Amendment**") made this ____ day of ____, 2017, between **DCI MINNEAPOLIS VENTURE LLC** ("**Landlord**") and **WINDSTREAM NTI, LLC**, successor in interest to Norlight Telecommunications, Inc. ("**Tenant**"), which terms Landlord and Tenant shall include, the legal representatives, successors, and assigns of the respective parties.

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated September 14, 2006, as amended by a First Amendment of Lease dated November 1, 2011 (collectively, the "**Lease**") for space comprised of approximately 291 total rentable square feet of floor space on the 3rd floor known as Suite 300H (collectively, the "**Premises**") in the building commonly known as 331 Second Avenue South, Minneapolis, Minnesota 55401 (the "**Building**"); and

WHEREAS, Landlord and Tenant desire to amend and modify certain terms and provisions of the Lease by entering into this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend and modify the Lease as follows:

1. **Term**: The Term of the Lease is hereby extended for a period of five (5) years commencing on November 1, 2016, and expiring on October 31, 2021 (the "**Extension Period**"). Tenant shall have no option to further extend the Term of the Lease beyond the Extension Period.

2. **Base Rent**: During the Extension Period, Tenant shall pay to Landlord Base Rent in accordance with the Lease in the amounts set forth in the schedule below:

BASE RENT PERIOD	MONTHLY BASE RENT	PERIOD BASE RENT
November 1, 2016 – October 31, 2017	\$2,687.83	\$32,253.96
November 1, 2017 – October 31, 2018	\$2,768.47	\$33,221.64
November 1, 2018 – October 31, 2019	\$2,851.52	\$34,218.24
November 1, 2019 – October 31, 2020	\$2,937.07	\$35,244.84
November 1, 2020 – October 31, 2021	\$3,025.18	\$36,302.16

3. **Confidentiality**: Tenant agrees to keep the contents of this Second Amendment confidential and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed the same to any third party, other than attorneys or accountants representing or assisting Tenant to the extent required in conjunction with proper performance of their duties, for any reason without the prior written consent of Landlord.

4. **No Offer:** This Second Amendment shall not be binding until executed and delivered by both parties.

5. **Real Estate Broker.** Tenant represents that it has not dealt with a broker in connection with this Second Amendment. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any claim for a broker's fee or finder's fee asserted by anyone on account of any dealings with Tenant in connection with the Second Amendment.

6. **Construction.** This Amendment shall be construed under the laws of the State of Minnesota. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law. If any such provision of this Amendment shall be determined to be invalid or unenforceable, such provision shall not be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Amendment.

7. All other terms, conditions and provisions of the Lease that are not specifically modified by this Second Amendment shall remain in full force and effect. Tenant hereby acknowledges that as of the date hereof, Tenant has no claims arising under the Lease against Landlord, its agents or beneficiaries, or any one or more of the foregoing, and that Tenant knows of no default or failure on the part of Landlord to keep or perform any covenant, condition or undertaking to be kept or performed by Landlord under the lease. Tenant hereby releases Landlord from any liability under the Lease prior to the date hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment on the date set forth above.

LANDLORD:

DCI MINNEAPOLIS VENTURE, LLC,
a Delaware limited liability company

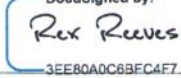
By:  _____

Printed Name: Spencer Mullee

Its: COO

TENANT:

WINDSTREAM NTI, LLC,
a Wisconsin limited liability company

By:  _____
3EE80A0C8BFC4F7...

Printed Name: Rex Reeves

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 2nd 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.

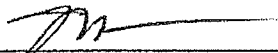
10. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[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

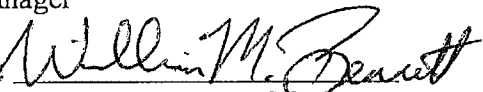
By: 
William M. Bennett, Manager

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: CBREZ
 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 Increase Cat	Date	Monthly Amount	PSF
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Leased and Unoccupied Suites

331MN	206	JDT Holdings, LLC	2/1/2016	12/31/2020	3,092	2,870.41		2,733.84							
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Stop Bill Date: 11/30/2016

Vacant Suites

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

Rent Roll
 TRITECH OFFICE CENTER
 10/1/2018

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
331MN	300M1	Comcast Cable Comm Management	12/15/2016	12/31/2026	0							5,340.82	30.39
331MN	420	Edward Carsten Olson	6/1/2007	5/31/2018	1,895	1,647.94	10.44	1,789.37				2,851.52	117.59
331MN	428	Symbion Corp	9/1/2010	9/30/2018	165	175.05	12.73	150.00		200.00		2,937.07	121.12
		Additional Space 331MN - 435	3/30/2011	9/30/2018	1,079	1,144.71	12.73	988.02				3,025.18	124.75
		Total			1,244	1,319.76		1,738.02				1,558.55	128.10
331MN	450	CCES (fka Eventis Telecom)	6/1/2006	6/31/2022	1,809	1,262.00	8.37	1,714.05				1,605.39	131.95
331MN	600	Verizon Portfolio	2/1/1996	1/31/2026	7,137	17,402.39	29.26					1,653.57	135.91
		Total			1,809	1,262.00	8.37	1,714.05				1,708.21	140.40
331MN	701	Natl Marine Manufacturers	1/1/2006	2/28/2019	1,364	1,055.76	9.29	1,297.99				1,754.31	144.19
331MN	705	Barrister II, LLC	10/1/2018	2/29/2024	4,490	4,864.17	13.00	4,216.86					
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			
		Total			1,000	3,824.54	45.89	189.96		1,229.32			

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	1,266.20	15.19
											270.13	3.24
											5,692.65	36.03
											5,863.42	37.11
											6,039.33	38.22
331MN		Additional Space 331MN - 930	11/1/1999	10/31/2022	1,818	5,299.46	34.98	259.01		250.00	6,220.51	39.37
											5,458.45	36.03
											5,622.21	37.11
											5,790.87	38.22
											5,964.59	39.37
331MN	820	Green Cloud Technologies, LLC	1/1/2016	12/31/2022	1,334	1,197.26	10.77	1,310.66			1,233.18	11.09
											1,270.17	11.43
											1,308.28	11.77
											1,347.53	12.12
											1,686.74	10.10
331MN	830	Aimab, LLC	2/1/2011	4/30/2022	2,004	1,537.62	9.81	1,910.01			1,737.35	10.40
											1,789.47	10.72
											1,843.15	11.04
											0.00	0.00
											2,630.50	14.32
331MN	840	Faison Seasons	5/1/2001	4/30/2021	2,204	2,553.89	13.91	2,085.76			2,709.42	14.75
											0.00	0.00
											2,790.70	15.19
											0.00	0.00
											2,630.50	14.32
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	1,611.00	30.07
											1,643.00	30.66
											1,676.00	31.28
											0.00	0.00
											2,790.70	15.19
331MN	884	CCES (Re Eventis Telecom)	10/1/2007	9/30/2022	643	1,579.00	25.47	547.23			1,611.00	30.07
											1,643.00	30.66
											1,676.00	31.28
											0.00	0.00
											2,790.70	15.19
331MN	890	Zimmerman & Bix, Ltd.	12/1/2013	11/30/2016	837	693.28	9.94	811.00			0.00	0.00
											1,425.02	9.37
											0.00	0.00
											1,446.31	9.51
											0.00	0.00
331MN	895	Leland S Watson	3/1/2007	2/28/2021	1,825	1,390.04	9.14	1,727.89			1,690.50	9.37
											0.00	0.00
											1,690.50	9.37
											0.00	0.00
											1,715.76	9.51
331MN	899	John Biglow	3/1/2007	2/28/2021	2,165	1,549.01	9.14	2,051.51			0.00	0.00
											1,425.02	9.37
											0.00	0.00
											1,446.31	9.51
											0.00	0.00

v = Excluded from totals, space occupied by another tenant

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqt	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Monthly Other Income	Future Rent Increases Cat	Date	Monthly Amount	PSF
331MN	900	State of MN Bd of Pub, Defense	11/1/1996	6/30/2027	7,847	13,797.65	21.10						14,078.83	21.53
													14,366.55	21.97
													14,654.28	22.41
													14,948.54	22.86
													15,249.34	23.32
													15,556.68	23.79
													15,870.56	24.27
													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					2,144.09	61.85
331MN	CON03	City of Minneapolis	12/1/2005	3/31/2019	0					439.21			2,208.41	63.70
331MN	CON05	Green Cloud Technologies, LLC	10/1/2007	9/30/2010	0								452.39	0.00
331MN	CON06	PaetecMindstream	1/1/2008	10/31/2022	0					125.00				
331MN	CON07	Comcast	8/1/2008	7/31/2016	0					300.00				
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								
Totals:														
		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								
Grand Total:														
		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

OFFICE BUILDING LEASE

Tri-Tech Office Center
331 2nd Avenue South
Minneapolis, Minnesota 55401

Between

Midway Warehouse Limited Partnership, a Minnesota limited partnership, as to a 68.45% interest, Hiawatha Acquisitions, LLC, a Minnesota limited liability company, as to a 15.42% interest, North Prior, L.L.C., a Delaware limited liability company, as to a 13.99% interest, 808 Building Limited Partnership, a Minnesota limited partnership, as to a 1.10% interest, JLT Hancock Limited Partnership, a Minnesota limited partnership, as to a 1.04% interest, as tenants in common, together known

as Landlord

and

Norlight Telecommunications, Inc

as Tenant

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OFFICE BUILDING LEASE

THIS LEASE is made as of the 14th day of September, 2006, by and between Midway Warehouse Limited Partnership, a Minnesota limited partnership, as to a 68.45% interest, Hiawatha Acquisitions, LLC, a Minnesota limited liability company, as to a 15.42% interest, North Prior, L.L.C., a Delaware limited liability company, as to a 13.99% interest, 808 Building Limited Partnership, a Minnesota limited partnership, as to a 1.10% interest, JLT Hancock Limited Partnership, a Minnesota limited partnership, as to a 1.04% interest, as tenants in common, ("Landlord") and Norlight Telecommunications, Inc., a Wisconsin corporation, ("Tenant").

Landlord hereby leases to Tenant and Tenant hereby accepts the premises designated on the plan attached hereto as Exhibit "A", comprised of approximately 283 rentable square feet of floor space on the 3rd floor known as Suite 300H (the "Premises") in the building located on the Land (the "Land") commonly known as 331 2nd Avenue South, Minneapolis, Minnesota 55401 (the "Building"), for the minimum term of 2 years commencing upon occupancy, October 1, 2006 and terminating on October 31, 2008 (the "Term"), both dates inclusive, unless sooner terminated as provided herein or extended by exercise of Tenant's options for up to three additional years. Tenant shall provide notification of exercise or non-exercise of a term extension option to Landlord, in writing, no less than 90 days prior to the expiration of the term in effect at that time.

In consideration thereof, Landlord and Tenant covenant and agree as follows:

1. **RENT.** Tenant shall pay to Landlord at the office of Landlord or at such other place as Landlord may designate the monthly Rent as follows:

<u>PERIOD</u>	<u>MONTHLY RENT</u>
October 1, 2006 – October 31, 2006	\$ 0.00
November 1, 2006 – October 31, 2007	\$2,000.00
November 1, 2007 – October 31, 2008	\$2,060.00
November 1, 2008 – October 31, 2009 (First Extension Option)	\$2,121.80
November 1, 2009 – October 31, 2010 (Second Extension Option)	\$2,185.45
November 1, 2010 – October 31, 2011 (Third Extension Option)	\$2,251.02

Each monthly Rent payment shall be made in advance on the first day of each and every month during the Term, without any set-off or deduction whatsoever. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Rent for such month shall be prorated, and the prorated rent for the portion of the month in which the Term commences shall also be paid at the time of execution of this Lease.

2. **ADDITIONAL RENT.** Intentionally Deleted

3. **OCCUPANCY.** Tenant shall use and occupy the Premises for operation of telecommunications and computer equipment and for no other purpose.

4. **CONDITION OF PREMISES.** The Tenant's failure to identify unsatisfactory conditions (to the extent discoverable) within thirty (30) days after taking possession shall be conclusive evidence that the Premises and the Building were in good order and satisfactory condition when the Tenant took possession, and Tenant, having examined the Premises during such time, accepts same in "AS-IS" condition. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by the Landlord to the Tenant other than as are contained on Exhibit B attached hereto.

5. **POSSESSION.** The Premises shall be ready for occupancy by Tenant upon the commencement of the term. In the event the Premises shall not be completed and ready for occupancy on the date fixed for the commencement of the Term or in the event Landlord is unable to deliver possession on such date by reason of the holding over or retention of possession by any tenant or occupant, this Lease shall nevertheless continue in force and effect but Rent shall abate in full until the Premises are ready for occupancy or until the Landlord is able to deliver possession, as the case may be, and Landlord shall have no other liability whatsoever on account thereof so long as such delay does not exceed five (5) business days; provided, however, there shall be no abatement of Rent if the Premises are not ready for occupancy because of the failure to complete the installation of special equipment, fixtures or materials ordered by Tenant, or because of any delays resulting from Tenant's failure to approve or submit plans and specifications timely in accordance with Exhibit B attached hereto or other written agreement or resulting from changes

or additions to Tenant's plans and specifications after the initial submission hereof. The Premises shall not be deemed incomplete or not ready for occupancy if only insubstantial details of construction, decoration or mechanical adjustments remain to be done. Except as otherwise agreed upon in writing, the certificate of occupancy shall be final and conclusive on both Landlord and Tenant as to whether the Premises are completed and ready for occupancy. If Tenant shall take possession of any part of the Premises prior to the date fixed above as the first day of the Term (which Tenant may not do without Landlord's prior written consent), all of the covenants and conditions of this Lease shall be binding upon the parties hereto with respect to such part of the Premises as if the first day of the Term has been fixed as the date when Tenant entered such possession and Tenant shall pay to Landlord rent for the period of such occupancy prior to the first day of the Term of this Lease at the rate of the annual Rent set forth in Paragraph 1 hereof for the portion of the Premises so occupied. Under no circumstances shall the occurrence of any of the events hereinabove referred to be deemed to accelerate or defer the stated expiration date of the Term.

6. A. SERVICES.

(a) Utilities/Mechanical Systems: Tenant shall have the right at all times during the Term of this Lease to the nonexclusive use of the existing electric power, HVAC, UPS/generator, battery plant and fire suppression systems existing and currently servicing the suite Premises. Tenant's connection to such systems shall be pursuant to Tenant's plans and specifications therefore and subject to Landlord's prior written approval thereof. Tenant's usage of such systems shall at all times be within the capacity limits of such systems, as adjusted for Tenant's proportionate share of the consumption of the 3rd floor occupants sharing such systems. Tenant hereby holds Landlord harmless from any and all claims of any kind or nature resulting from the existence, or operation of said generator, UPS or other systems within the Building or the 3rd floor, said obligation to survive the termination or expiration of this Lease. Tenant, at Tenant's expense, shall furnish and install a meter or sub meter to measure the electricity used by Tenant in the Premises. **Tenant shall pay Landlord as Additional Rent for such utility usage, a monthly Utility Usage Fee as determined by such meter.**

Landlord's charges for electricity shall be based upon the rate schedules from time to time in effect of the public utility furnishing electricity to the Building for direct supply of such electricity to premises the size of the Premises. If Tenant requires electricity for equipment and accessories not normal to telecom equipment usage, Tenant shall procure electricity for such equipment and accessories, at Tenant's expense, from the local public utility company servicing the Building. Tenant shall pay for the cost of installing any additional required meters.

(b) Landlord shall provide the following services, as part of the Rent, on all days during the Term, unless otherwise stated:

- (i) Cold water, at Landlord's expense, for drinking, lavatory and toilet purposes in the Building but specifically not in the Premises. Tenant shall pay Landlord Additional Rent at rates to be established from time to time by Landlord for water furnished for sinks or restrooms within the Premises or for any other purpose, including, but not limited to, excess water usage as a result of the specific use of the Premises. Tenant shall not waste or permit the waste of water.
- (ii) Common area janitor services five (5) days per week in and about the Premises, comparable to the standard janitor service furnished by other office buildings in the Minneapolis metropolitan area.
- (iii) Window washing of all exterior windows in the Premises at intervals to be determined by Landlord.
- (iv) Reasonably adequate operatorless passenger elevator service at all times. Freight elevator services shall be subject to scheduling and charges by Landlord.
- (v) Snow removal service for walks within a reasonable time after a snowfall.
- (vi) **All Required maintenance and repair of the HVAC, UPS/generator, security, fire suppression and other systems servicing the 3rd floor.**

(c) Tenant and Tenant's customers shall have access to the Premises at all reasonable times.

Tenant agrees that Landlord shall not be liable in damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall not be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying rent or performing any of its obligations under this Lease, except as otherwise stated in this Lease or except where such failure or delay exceeds five (5) business days.

All charges for services for which Tenant is required to pay hereunder shall be due and payable at the same time as the installment of rent with which they are billed, or, if billed separately, shall be due and payable within thirty (30) days after such billing. If Tenant shall fail to make payment for any such services, Landlord may, without notice to Tenant, discontinue any or all of such services and such discontinuance shall not be deemed to constitute an eviction or a disturbance of the Tenant's use and possession of the Premises or relieve Tenant from paying rent or performing any of its other obligations under this Lease.

B. UTILITY DEREGULATION:

(a) Landlord Controls Selection. Xcel Energy ("Electric Service Provider") is the utility company currently providing electricity service for the Building. Chilled water for the Building's and the Premises' air conditioning system ("Chilled Water") may currently be provided via the Building's own chiller system and chilling tower. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right, at Landlord's sole option, at any time and from time to time during the Term to either contract for electric service and/or Chilled Water from a new or different company or companies providing electric service and/or Chilled Water (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to either contract for service from the Electric Service Provider or maintain the Building's own chiller system and chilling tower to provide Chilled Water to the Building.

(b) Tenant Shall Give Landlord Access. Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's water lines, electric lines, feeders, risers, wiring, and any other machinery or service apparatus within the Premises.

(c) Landlord Not Responsible for Interruption of Service. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, defect, interruption or delay in the supply or character of the electric energy and/or the Chilled Water furnished to the Premises or the Building, or if the quantity or character of the electric energy or Chilled Water supplied by the electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease, provided, however, if such interruption causes Tenant to suspend operation of its equipment for more than five (5) consecutive days and the interruption was caused by Landlord's gross negligence or willful misconduct, then rent will be abated during the period of time that, and to the extent that, the interruption prevents Tenant from conducting its business in and from the Premises..

7. REPAIRS. Subject to Paragraph 11 hereof, Tenant will at Tenant's own expense, keep the Premises in good order, repair and condition during the Term, and Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances with fixtures or appurtenances of substantially the same grade, make and quality, under the supervision and subject to the approval of the Landlord, and within any reasonable period of time specified by the Landlord. Tenant's obligation for repairs shall not include any obligation to make structural repairs, including the walls, roof, floors and internal pipes, conduits, ducts, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating, and air conditioning, unless such repairs are caused by the negligence of Tenant. If the Tenant does not make his required repairs and replacements, Landlord may, but need not, do so, and Tenant shall pay Landlord the cost thereof forthwith upon being billed for same.

Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions, including, without limitation, conduits, ducts, internal pipes, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating and air conditioning, as Landlord shall desire or deem necessary to the Premises

or to the Building or to any equipment located in the Building or as Landlord may be required to do by government authority or court order or decree.

8. **ADDITIONS AND ALTERATIONS.** Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions to the Premises. Landlord need not give any such consent but if Landlord does, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitations, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work and insurance against liabilities which may arise out of such work, as determined by Landlord. The work necessary to make any alterations, improvements or additions to the Premises shall be done by Tenant's hired contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof, and upon completion deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, and Tenant shall defend and hold Landlord and the Land and Building harmless from all costs, damages, liens and expenses related thereto. All work done by Tenant or its contractors pursuant to this Paragraph 7 or pursuant to Paragraph 6 hereof shall be done in workmanlike manner using comparable grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. All required permits shall be obtained by Tenant at Tenant's expense.

If Tenant desires signal communications, alarm or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with prior written consent and under direction of Landlord and subject to the conditions of the first paragraph of this Paragraph 7 hereof.

All alterations, improvements and additions to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall, unless Landlord requests their removal (in which case Tenant shall remove the same as provided in Paragraph 16), be relinquished to Landlord in good condition, ordinary wear excepted.

Tenant shall not affix or install any wall treatments, wall coverings or paint, of any type or nature, within the Premises, without Landlord's prior written consent.

9. **COVENANT AGAINST LIENS.** Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building or Premises, or to Tenant's interests in the Premises or under this Lease. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Land, Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and in case of any such lien attaching, Tenant covenants and agrees immediately to cause it to be released and removed of record or bonded in manner satisfactory to Landlord.

10. **INSURANCE.** Landlord and Tenant each hereby waives all claims for recovery from the other for any loss or damage to the Building or Premises or to the contents thereof which is insured under valid and collectible insurance policies, subject to the condition that this waiver shall be effective only when the waiver is either permitted by such insurance policy or when, by the use of good faith efforts, such waiver could have been included in the applicable insurance policy at no additional expense.

Tenant shall carry the following insurance in companies satisfactory to Landlord:

(a) Comprehensive general liability insurance during the entire term hereof covering both Tenant and Landlord as insureds with terms and in companies satisfactory to Landlord with general aggregate limits of not less than Two Million (\$2,000,000) Dollars for Personal Injury, Death and Property Damage or in such other amounts as Landlord shall reasonably require.

(b) Insurance against all risks (including sprinkler leakage, if applicable), for the full replacement cost of all additions, improvements and alterations to the Premises (except to the extent the same are included within the definition of "work", but not "Additional Work", in Exhibit B attached hereto), and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises.

Tenant shall, prior to the commencement of the Term (or within ten (10) days after written notice from Landlord to Tenant in the case of additional coverage or increased amounts of coverage), furnish to Landlord certificates evidencing such

coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Landlord and Tenant.

Tenant shall comply with all applicable laws and ordinances (including, but not limited to environmental laws), all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises, or use, store or dispose of within the Premises or the Building materials, which may thereby be prohibited or not be approved by any appropriate governmental agency or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

If Tenant does not take out the insurance required pursuant to this Paragraph 10 or keep the same in full force and effect, Landlord may, but shall not be obligated to take out the necessary insurance and pay the premium therefore, and Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the amount of the premiums thereon.

In no event shall Tenant permit in the Premises flammables such as gasoline, turpentine, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature, and in no event shall Tenant, its agents, employees or invitees bring any such flammables or other articles into the Building. If by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Premises of the Building any toxic or hazardous substance, material or waste or any other contaminant or pollutant other than non-reportable quantities of such substances when found in commonly used household cleansers, office supplies and general office equipment (collectively, "Hazardous Materials"), and any Hazardous Materials shall be used, kept, stored and disposed of in strict accordance with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local reporting and disclosure requirements, with respect to Hazardous Materials, applicable to its business operations in the Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all types of substances, materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises. If Landlord in good faith determines that any of such substances brought, kept, used, discharged, or released by Tenant create a risk to the health and safety of Tenant's employees and invitees or to any other tenant or invitee of the Building, Tenant shall, upon demand by Landlord, take such remedial action, at the sole cost and expense of Tenant (including, without limitation, removal in a safe and lawful manner of any Hazardous Materials from the Premises), as Landlord deems necessary or advisable or as is required by applicable law.

11. **FIRE OR CASUALTY.** If the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenable, then Landlord shall repair and restore the same with reasonable promptness. If any such damage renders all or a substantial portion of the Premises or of the Building, untenable, Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If such estimate is that the amount of time required to substantially complete such repair and restoration will exceed two hundred seventy (270) days from the date such damage occurred, then Landlord shall have the right to terminate this Lease as of the date of such damage upon giving notice to Tenant at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Notwithstanding anything to the contrary herein set forth, Landlord shall have no liability to Tenant and Tenant shall not be entitled to terminate this Lease (except as otherwise stated in this Lease), in the event such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said two hundred seventy (270) days.

Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Paragraph 11 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto except to the extent that such alterations, additions, improvements and decoration are included within the definition of "Work" (but not

"Additional Work") in the Exhibit B attached hereto or otherwise agreed upon in writing by the parties. If Tenant wants any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's expense subject to all the provisions of Paragraph 8 hereof.

In the event any such damage not caused by the act or neglect of Tenant, its agents or servants, renders the Premises untenable and if this Lease shall not be cancelled and terminated by reason of such damage, then the rent (including Base Rent and Additional Rent) shall abate during the period beginning with the date of such damage and ending with the date when the Premises are again rendered tenable. Such abatement shall be in an amount bearing the same ratio of the total amount of rent for such period as the untenable portion of the Premises from time to time bears to the entire Premises.

12. **WAIVERS OF CLAIMS - INDEMNIFICATION.** Tenant agrees that, to the extent not prohibited by law, and except to the extent caused by Landlord's gross negligence or intentional misconduct, Landlord and its officers, agents, servants and employees shall not be liable for any damage either to person or property or resulting from the loss of use thereof sustained by Tenant or by other persons due to the Building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building, or due to any act or neglect of any tenant or occupant of the Building or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, receiving and holding areas, or any freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof.

Landlord agrees to indemnify, defend and hold harmless Tenant, and Tenant's agents, employees and contractors, from and against any and all claims, demands, losses, liabilities, causes of action, suits, judgments, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or loss of property occurring in or about the Building and arising solely from the gross negligence or intentional misconduct of Landlord, its employees, contractors, or agents.

13. **NONWAIVER.** No waiver of any provision of this Lease shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to the rights of Landlord in Paragraph 16, no receipt of moneys by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Term or of Tenant's right to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment said rent shall not waive or affect said notice, suit or judgment.

14. **CONDEMNATION.** If the whole or any part of the Building shall be taken or condemned for any public or quasi-public use or purpose, the Term, at the option of Landlord, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Rent shall be apportioned as of the date of such termination.

15. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the Premises or any part thereof; (iv) permit the use of the Premises by any parties other than Tenant, its customers, agents and employees. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Tenant shall give Landlord written notice of any proposed assignment or subleasing, which notice shall contain the proposed principal terms thereof, and upon receipt of such notice, Landlord shall have the option to cancel the Lease in the case of a proposed assignment or a proposed subleasing of all of the Premises, or if Tenant proposes to sublease less than all of the Premises, to cancel the Lease with respect to the portion to be subleased, in which latter event the Base Rent and Additional Rent shall be adjusted on a pro rata square foot of rentable area basis. The foregoing option to cancel shall not apply in the case of a proposed sublease of all or a portion of the Premises to an affiliate corporation under the same control (as hereinafter defined) as Tenant. If Landlord wishes to exercise such option to cancel, Landlord shall, within fifteen (15) days after Landlord's receipt of such notice from Tenant, send to Tenant a notice so stating and in such notice Landlord shall specify the date as of which such

cancellation is effective, which date shall be not less than thirty (30) and not more than ninety (90) days after the date on which Landlord sends such notice. If Landlord does not elect to cancel, as aforesaid, or if Landlord does not have an option to cancel, Landlord agrees not to unreasonably withhold its consent to any proposed assignment or subletting if the proposed assignee or sublessee (in Landlord's judgment) has a financial condition comparable to or better than that of Tenant, has a good reputation in the business community and agrees to use the Premises for purposes satisfactory to Landlord. Further, in the event of a proposed subletting, Tenant and the proposed sublessee shall use Landlord's form sublease agreement unless otherwise agreed by Landlord. No assignment of this Lease shall be effective unless the assignee shall execute an appropriate instrument assuming all of the obligations of Tenant hereunder and unless Tenant acknowledges therein its continued liability under this Lease. In addition, Tenant shall pay to Landlord any attorney's fees and expenses incurred by Landlord in connection with any proposed assignment or subleasing, whether or not Landlord consents to such assignment or subleasing.

Notwithstanding anything to the contrary in this Section except for the anticipated spin-off from JRN, if Tenant at any time during the Term of this Lease is a closely-held corporation and if during the Term of this Lease, the ownership of the shares of stock which constitute control of Tenant changes other than by reason of gift or death, Tenant shall notify Landlord of such change within five (5) days thereof, and Landlord, at its option, may at any time thereafter terminate this Lease by giving Tenant at least sixty (60) days prior written notice of said termination. The term "control" as used herein means the power to directly or indirectly direct, or cause the direction of, the management or policies of the Tenant. A change or series of changes in ownership of stock which would result in direct or indirect change in ownership by the stockholders or an affiliated group of shareholders of less than fifty (50%) percent of the stock outstanding as of the date of execution of this Lease by Tenant shall not be considered a change of control.

16. **SURRENDER OF POSSESSION.** Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall at once surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted, and remove all of its property therefrom, and if such possession is not immediately surrendered Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass, eviction or forcible entry or detainer and without thereby relinquishing any right given to Landlord hereunder or by the operation of law. Without limiting the generality of the foregoing, Tenant agrees to remove at the termination of the Term or of its right of possession the following items of property: office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises, and such (but only such) alterations, improvements and additions as may be requested by Landlord, and Tenant shall pay to Landlord upon demand the cost of repairing any damage caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned same, and title thereof shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

17. **HOLDING OVER.** Tenant shall pay to Landlord 1.5 times the Base Rent set forth in Paragraph 1 hereof and any appropriate Additional Rent then applicable (the "Holdover Rate") for each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord on account thereof. The provisions of this paragraph shall not be deemed to limit any rights of Landlord. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute either (i) a month-to-month tenancy upon the then applicable terms and conditions set forth herein, or (ii) a tenancy at sufferance, or (iii) a renewal of this Lease for a period of one (1) year at the Base Rent and Additional Rent as would be applicable for such year. If no such notice is served, then a tenancy at sufferance shall be deemed created at the Holdover Rate.

18. **ESTOPPEL CERTIFICATE.** The Tenant agrees from time to time upon not less than ten days prior request by Landlord or by any Lender which is the holder of a lien against the Land or Building ("Lender"), the Tenant or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (ii) the dates to which the rent and other charges have been paid; (iii) that the Landlord is not in default under any provision of this Lease, or, if any default, the nature thereof in detail; and (iv) to such other matters pertaining to this Lease as Landlord reasonably requires. If Tenant fails to deliver such statement within the ten day period referred to above, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact coupled with an interest and in its name, place and stead so to do.

19. **SUBORDINATION AND ATTORNMENT.** Tenant hereby agrees that this Lease shall automatically be subject and subordinate to (i) any indenture of mortgage or deed of trust that may hereafter be placed upon the Building on the land and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such indenture of mortgage or deed of trust provides otherwise, and (ii) any ground or underlying lease. Tenant shall at Landlord's or any Lender's or any prospective Lender's request execute such further instruments or assurances as Landlord or any Lender or any prospective Lender may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such indenture or mortgage or deed of trust or to any such ground or underlying lease or to acknowledge that this Lease is superior to such lien, as the case may be.

Should any prospective mortgage or ground lessor require any modification of this Lease, which modification(s) will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to promptly execute and deliver whatever documents are required therefor.

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Land, the Building, or this Lease, or if the Land or the Building comes into the hands of a Lender, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, deed-in-lieu of foreclosure, termination of the ground lease, or otherwise, attorn to the purchaser or such Lender or other person and recognize the same as Landlord hereunder. Tenant shall execute, at the request of Landlord, such purchaser, Lender, or such other person entitled to the attornment by Tenant under this paragraph, any attornment agreement required by such person to be executed, and containing such provisions as such mortgagee, ground lessor or other person requires.

20. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(a) To change the street address.

(b) To install, affix and maintain any and all signs on the exterior and on the interior of the Building.

(c) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors of the Building and to interrupt or temporarily suspend services and facilities, all without affecting any of Tenant's obligations hereunder.

(d) To furnish door keys for doors in the Premises at the commencement of the Lease. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix additional locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves the Landlord of all responsibility arising out of theft, robbery, pilferage. Upon the expiration of the Term or Lessee's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(e) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load), and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such time and in such manner as Landlord shall direct in writing. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which may be dangerous to persons or property or which may damage or injure the Premises. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which are of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building within the Building are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building.

(f) To close the Building after regular working hours and on Saturdays, Sundays and legal holidays subject, however, to Tenant's right to admittance to the Premises under such regulations as Landlord may prescribe from time to time, which may include but shall not be limited to, a requirement that persons entering or leaving the Building identify themselves to a guard or watchman by registration or otherwise and establish their right to enter or leave the Building. Such regulations may include, but shall not be limited to, the requiring of identification from Tenant, Tenant's employees, agents, clients, customers, invitees, visitors and guests.

(g) To establish controls for the purposes of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises.

(h) To regulate delivery and service of supplies in order to ensure the cleanliness and security of the Premises and to avoid congestion of the loading dock and receiving area.

(i) To show the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term and if vacated or abandoned, to show the Premises at any time and to prepare the Premises for reoccupancy.

(j) To erect, use and maintain ducts, conduits, pipes, lines, wiring, drains and flues, and appurtenances thereto, in and through the Premises at reasonable locations.

21. **RULES AND REGULATIONS.** Tenant agrees for itself, its employees, agents, clients, customers, invitees, visitors, and guests, to comply with the current Rules and Regulations for the Building (a copy of which is attached hereto) as the same may from time to time be reasonably modified or supplemented by Landlord. Tenant agrees that Landlord shall not have any duty to Tenant to require other tenants to comply with such Rules and Regulations and Tenant's obligations under this Lease shall not be altered or reduced by reason of Landlord's failure so to do.

22. **LANDLORD'S REMEDIES.** If default shall be made in the payment of the rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for five (5) business days after due, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such shall continue for fifteen (15) business days after written notice to Tenant, or if a default involves a hazardous condition or an insurance obligation and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein.

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent provided to be paid by Tenant for the balance of the original Term, less the fair rental value of the Premises for said period, and any other sum of money and damages owed by Tenant to Landlord. Should the fair rental value exceed the value of the rent provided to be paid by Tenant for the balance of the original Term of the Lease, Landlord shall have no obligation to pay to Tenant the excess or any part thereof.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for the balance of its original Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all repairs, changes, alterations and additions and

the leasing commissions and other expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

Anything in this Section to the contrary notwithstanding, in the event Landlord is entitled to relet the Premises under the provisions hereof, Landlord shall take commercially reasonable steps to attempt to do so.

23. **EXPENSES OF ENFORCEMENT.** The Tenant shall pay upon demand all Landlord's costs, charges and expenses including courts costs and the fees of counsel, agents, and others retained by Landlord reasonably incurred in enforcing the Tenant's obligation hereunder or incurred by the Landlord in any litigation, negotiation or transaction in which the Tenant causes the Landlord without the Landlord's fault to become involved or concerned, excluding any negotiations to extend or renew this Lease.

24. **MISCELLANEOUS.**

(a) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) All payments becoming due under this Lease and remaining unpaid when due will be subject to a late charge equal to ten percent of the Base Rent and shall bear interest until paid at the annual rate of the Corporate prime lending rate then announced from time to time by Bank One unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

(c) The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, legal representative, successors and assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Paragraph 15 hereof.

(e) Except as otherwise provided, all of the representations and obligations of Landlord are contained herein and in the attached Exhibit B, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

(f) Submissions of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed by Landlord and Tenant and delivery is made to each.

(g) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) At any time hereafter, Landlord may (upon thirty 30 days prior notice) substitute for the Premises other premises in the Building (herein referred to as the "New Premises") provided that the New Premises shall be similar to the Premises in the area and usable for Tenant's purposes; and if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the expenses of Tenant's moving from the Premises to the New Premises (including the cost of moving Tenant's telephone equipment and the cost of new stationery) and for improving the New Premises so that they are substantially similar to the Premises. Such move shall be made during evenings, weekends, or otherwise so as to incur the least inconvenience to Tenant.

(i) Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released (subject to

Paragraph 27(e) hereof) from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder.

(j) The captions of paragraphs are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such paragraphs.

(k) Tenant represents and warrants that it is currently in good standing and authorized to do business in the State of Minnesota, and Tenant covenants that it shall remain so during the entire Term.

25. **WAIVER OF NOTICE.** Except as provided in Paragraph 22 hereof, Tenant, to the extent not prohibited by law, hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of rent or for possession and waives the service of any other notice or demand as Landlord may be required to make by statute, ordinance or by order or decree of any court or by any other governmental authority.

26. **NOTICES.** All notices to be given under this Lease shall be in writing and delivered personally or deposited in the United States mail, certified or registered mail with return receipt requested, postage prepaid, addressed as follows:

(a) If to Landlord: Midway Warehouse Limited Partnership
c/o JLT Group, Inc.
Attention: Gerald L. Trooien
10 River Park Plaza
St. Paul, MN 55107

or such other person at such other address designated by notice sent to Tenant and after occupancy of the Premises by Tenant to the address to which rent is payable.

(b) **If to Tenant:** Norlight Telecommunications, Inc.
13935 Bishops Drive
Brookfield, WI 53005
Attention: Purchasing Manager
Copy to: Legal Department

addressed to Tenant at Tenant's present address, or to such other address designated by Tenant in a notice to Landlord.

A copy of all notices under this Lease will be given to each Lender which has supplied Tenant with such Lender's address.

A notice by mail shall be deemed to have been given two (2) days after deposit in the United States mail as aforesaid.

27. **SECURITY DEPOSIT.** Tenant hereby deposits with Landlord the sum of \$0.00 (hereinafter referred to as "Collateral"), as security for the prompt, full and faithful performance of all obligations of Tenant hereunder.

(a) If Tenant fails to perform any of its obligations hereunder, Landlord may use, apply or retain the whole or any part of the Collateral for the payment of (i) any sum or other sums of money which Tenant may not have paid when due, (ii) any sum expended which Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises as provided in Paragraph 22. The use, application or retention of the Collateral, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law (it being intended that Landlord shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Collateral is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand therefor is made by Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Collateral to its original amount.

(b) In no event shall the Collateral be deemed to be an advance of payment of rent.

(c) Landlord shall have no obligation to pay interest on the Collateral;

(d) If the Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Collateral, or any balance thereof, shall be returned to Tenant without interest after the expiration of the Term or upon any later date after which Tenant has vacated the premises. In the absence of evidence satisfactory to Landlord of any permitted assignment of the right to receive the Collateral, or of the remaining balance thereof, Landlord may return the same to the original Tenant, regardless of one or more assignments of Tenant's interest in this Lease or the Collateral. In such event, upon the return of the Collateral, or the remaining balance thereof to the original Tenant, Landlord shall be completely relieved of liability under this Paragraph 27 or otherwise with respect to the Collateral.

(e) Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease and Tenant agrees that in the event of any such transfer, Landlord shall have the right to transfer the Collateral to the transferee. Upon the delivery by Landlord to Tenant of such transferee's written acknowledgment of its receipt of such Collateral, Landlord shall thereby be released by Tenant from all liability or obligation for the return of such Collateral and Tenant agrees to look solely to such transferee for the return of the Collateral.

(f) The Collateral shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant.

28. **REAL ESTATE BROKER.** The Tenant represents that the Tenant has not dealt with a broker in connection with this Lease, and that insofar as the Tenant knows, no broker negotiated this Lease or is entitled to any commission in connection therewith.

29. **COVENANT OF QUIET ENJOYMENT.** The Landlord covenants that the Tenant, on paying the Base Rent, applicable Additional Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

30. **PERSONAL GUARANTY.** Intentionally omitted.

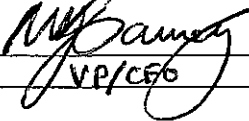
31. **WAIVER OF JURY TRIAL AND COUNTERCLAIM.** Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or any proceedings for nonpayment of any rent. Tenant will not interpose any counterclaim (except compulsory counterclaims) of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

32. **CONNECTION TO BUILDING TENANTS.** Intentionally omitted.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year first above written.

TENANT: Norlight Telecommunications, Inc.

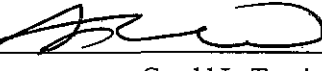
A Wisconsin corporation

By:  MICHAEL J. GARVEY
Its: VP/CEO

LANDLORD:

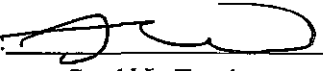
Midway Warehouse Limited Partnership,
a Minnesota limited partnership

By: Midway Warehouse, Inc.,
a Minnesota corporation,
Its General Partner

By: 
Gerald L. Trooien
Its: President


JLT Hancock Limited Partnership,
a Minnesota limited partnership

By: JLT Real Estate Company,
a Minnesota corporation,
Its General Partner


By: 
Gerald L. Trooien
Its: President

North Prior, L.L.C.,
a Delaware limited liability company

By: North Prior Corporation,
a Minnesota corporation
Its Managing Member

By: 
Gerald L. Trooien
Its: President

Hiawatha Acquisitions, LLC,
a Minnesota limited liability company

By: 
Gerald L. Trooien
Its: Chief Manager

808 Building Limited Partnership,
a Minnesota limited partnership

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, concourses, ramps, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, customers, agents, servants, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.

2. No awnings, air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality, type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.

4. The exterior windows and doors that reflect or admit light and air into the Premises or halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust equipment without the prior written consent of Landlord.

5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing and electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as a sleeping or lodging quarters.

7. Tenant, any Tenant's servants, employees, customers, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible, caustic, poisonous or explosive fluid, chemical or substance.

8. Tenant, any Tenant's servants, employees, customers, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any weapons including but not limited to handguns, rifles and knives.

9. No bicycles, vehicles or animals of any kind (other than a seeing eye dog for a blind person), shall be brought into or kept by any Tenant in or about the Premises or the Building.

10. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an office for a public stenographer or typist, offset printing, or for the possession, storage, manufacture or sale of liquor, drugs, tobacco in any form or as a barber or manicure shop, an employment bureau, a labor office, a doctor or dentist's office, a dance or music studio, any type of school, or for any use other than those specifically granted in the lease. Tenant shall not engage or pay any employees on the Premises, except those actually working for such Tenant on said Premises, and Tenant shall not advertise for labor giving an address at said Premises.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

12. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering Building shall be required to comply with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage. Landlord shall not be responsible for the theft, loss, or damage of any property.

13. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any other door therein shall be changed or altered in any respect without the written consent of Landlord. Landlord shall furnish two keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times, and left locked when the Premises are not in use.

14. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

15. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions except in connection with its own business and not as a service for others, without Landlord's prior permission.

16. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

17. Tenants, or the employees, customers, agents, servants, visitors or licensees of Tenant shall not at any time or place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Buildings.

18. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.

19. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

20. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional insured.

21. The requirements of Tenant will be attended to only upon written application at the Office of the Building. Employees shall not perform any work or do anything outside of the regular duties unless under special instructions from the Office of the Building.

22. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

23. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machine or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same shall be approved by Landlord.

24. Tenant shall at all times keep the Premises neat and orderly.

25. Tenant, its servants, employees, customers, invitees and guests shall, when using the parking facilities in and around the building, observe and obey all signs regarding fire lanes, handicapped and no parking, or otherwise regulated parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in violation of a posted regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibilities for any damage to or loss of vehicles.

26. Tenants, and the employees, customers, agents, servants, visitors or licensees of Tenant shall, at all times, conduct themselves in a businesslike manner.

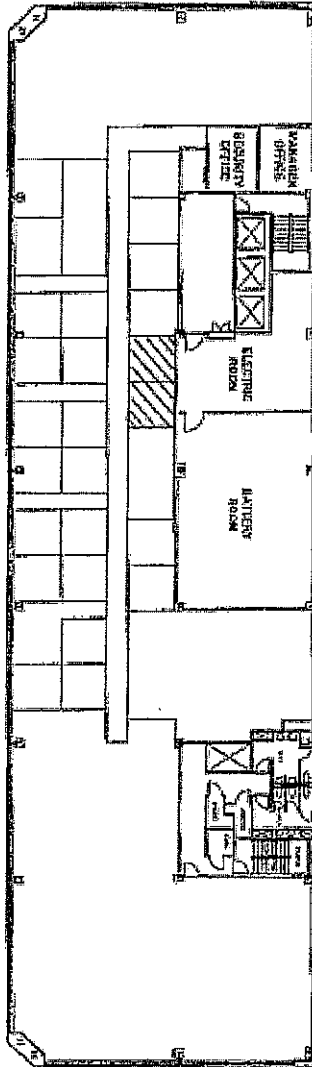
27. Tenant shall not allow and shall use its best efforts to prevent its employees, customers, or invitees from loitering in the common areas of the Building or from disturbing, in any manner, the business operations of any other tenant of the Building.

28. No smoking is permitted in the building including, common areas, bathrooms, elevators, stairwells, corridors and vestibules or within twenty (20) feet of any of the Building's entrances or exits.

EXHIBIT A

PREMISES

Exhibit "A"



1
3A

BOOK PLANS-3RD FLOOR
TRI-TECH OFFICE PLAZA

Book Plans-3rd Floor, Tri-Tech Office Plaza
10000 E. South Parkway, Suite 300, Denver, CO 80231

Scale: N.T.S.
As of: NOVEMBER 1995
Drawn by: J.A.H.
Checked by: T.C.C.

DATE: 8-2-95
REVISION: N/A

THIS FLOOR PLAN IS THE PROPERTY OF
BDHC/YOUNG AND SHOULD NOT BE
REPRODUCED OR COPIED WITHOUT
THE WRITTEN PERMISSION OF
BDHC/YOUNG

BDHC/YOUNG
STAFF DESIGN
A GROUP
Interior Architecture

Premises =

EXHIBIT B

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TENANT RENT STATEMENT & INVOICE

<p>LEASED PREMISES:</p> <p>331 2nd Avenue South Suite 300H Minneapolis, MN 55401</p> <p><u>Landlord's Contact & Authorized Agent:</u> Attn: Wolfgang Sauermann Tel: 615/330-1291 sauerman@bellsouth.net</p>	<p>TENANT:</p> <p>Windstream NTI, LLC Successor to Norlight Telecommunications, Inc. 11101 Anderson Drive, Suite 100 Little Rock, AR 72212</p> <p><u>Tenant's Billing & Accounting Contact:</u> Windstream Communications, LLC Attn: Network Optimization 11101 Anderson Drive, Suite 100 Little Rock, AR 72212 Mail Stop: 2523-B5-F01-1A</p>	<p>LANDLORD:</p> <p>331 2nd Ave S Novel Coworking LLC 318 W Adams Street, Suite 2000 Chicago, IL 60606</p> <p><u>Landlord's Billing & Accounting Contact:</u> Attn: Anthony Cuddi Tel: 978-979-4233 anthony@novelcoworking.com</p>
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STATEMENT DATE: 4/1/19

ACCOUNT NO.

TENANT:

INVOICE #: 035340

STREAM 1

Windstream NTI, LLC
c/o Windstream Network Leases
PO Box 25410
Little Rock, AR 7222-1541

MAKE CHECKS PAYABLE TO: 331 2nd Ave S Novel Coworking LLC

BALANCE DUE

2,851.52

Date	Code	Description	Charges	Payments	Amount Due
4/1/2019	TRR	Traditional Rent	2,851.52	0.00	2,851.52

4/1/19

ACCOUNT NUMBER

Please send this portion of the statement with your remittance.

INVOICE #: 035340

STREAM 1

**Windstream NTI, LLC
c/o Windstream Network Leases**

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

Current	30	60	90	120	BALANCE DUE
2,851.52	0.00	0.00	0.00	0.00	2,851.52