

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

Debtor Windstream Holdings, Inc.

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

Case number 19-22312

**Official Form 410  
Proof of Claim**

04/16

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

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

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

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

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>331 2nd Ave S Novel Coworking LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>See summary page</u>	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>331 2nd 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 _____
	<b>(see summary page for notice party information)</b> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>PAETEC</u> ____
7. How much is the claim?	\$ <u>2,219.99</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.  <u>Commercial Office Lease - Rents Due for Suite 950</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ 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.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>2,219.99</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



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

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

No

Yes. Check all that apply:

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

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

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

No

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

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

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

/s/Wolfgang Sauer mann  
Signature

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

Name Wolfgang Sauer mann  
First name Middle name Last name

Title Authorized Agent

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

Address \_\_\_\_\_

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



# KCC ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 19-22312 - Windstream Holdings, Inc.				
<b>District:</b> Southern District of New York, White Plains Division				
<b>Creditor:</b> 331 2nd Ave S Novel Coworking LLC Wolfgang Sauermann, Authorized Agent 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States <b>Phone:</b> 615-330-1291 <b>Phone 2:</b> 734-277-5704 <b>Fax:</b>  <b>Email:</b> sauerman@bellsouth.net	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>			
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>			
	<b>Filing Party:</b> Authorized agent			
<b>Disbursement/Notice Parties:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;">                     Robert Saunders                      Novel Coworking                      318 W Adams Street                      Suite 2000                      Chicago, Illinois, 60606                      United States  <b>Phone:</b>                      312-339-8696  <b>Phone 2:</b>                      734-277-5704  <b>Fax:</b>    <b>E-mail:</b>                      rob@novelcoworking.com                 </td> <td style="width: 50%; border: none; vertical-align: top;">                     Alex Schwiebert                      Novel Coworking                      318 W Adams Street                      Suite 2000                      Chicago, Illinois, 60606                      United States  <b>Phone:</b>                      734-277-5704  <b>Phone 2:</b>    <b>Fax:</b>    <b>E-mail:</b>                      alex@novelcoworking.com                 </td> </tr> </table>			Robert Saunders Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States <b>Phone:</b> 312-339-8696 <b>Phone 2:</b> 734-277-5704 <b>Fax:</b>  <b>E-mail:</b> rob@novelcoworking.com	Alex Schwiebert Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States <b>Phone:</b> 734-277-5704 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> alex@novelcoworking.com
Robert Saunders Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States <b>Phone:</b> 312-339-8696 <b>Phone 2:</b> 734-277-5704 <b>Fax:</b>  <b>E-mail:</b> rob@novelcoworking.com	Alex Schwiebert Novel Coworking 318 W Adams Street Suite 2000 Chicago, Illinois, 60606 United States <b>Phone:</b> 734-277-5704 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> alex@novelcoworking.com			
<b>Other Names Used with Debtor:</b> d/b/a PAETEC Business Services, McLeodUSA Telecommunications Services, LLC, McLeod Telecommunications Services, Inc.	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No			
<b>Basis of Claim:</b> Commercial Office Lease - Rents Due for Suite 950	<b>Last 4 Digits:</b> Yes - PAETEC	<b>Uniform Claim Identifier:</b>		
<b>Total Amount of Claim:</b> 2,219.99	<b>Includes Interest or Charges:</b> No			
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>			
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 2,219.99 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>			

**Submitted By:**

Wolfgang Sauermann on 18-Apr-2019 11:05:36 a.m. Eastern Time

**Title:**

Authorized Agent

**Company:**

331 2nd Ave S Novel Coworking LLC

### THIRD AMENDMENT TO LEASE

This Third Amendment to Lease dated effective January 1, 2011 is by and between 331 Second Avenue, LLC, a Minnesota limited liability company ("Landlord"), who is successor in interest to 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, and McLeodUSA Telecommunications Services, LLC, d/b/a PAETEC Business Services, formerly known as McLeodUSA Telecommunications Services, Inc., successor in interest to Ovation Communications of Minnesota, Inc. ("Tenant"):

WHEREAS Landlord's predecessors-in-interest and prior predecessor-in-interest and Tenant have previously entered into an Office Lease dated December 23, 1997, a First Amendment to Lease dated November 30, 1998 and a Second Amendment to Lease dated effective October, 2005 for certain Premises presently consisting of 416 rentable square feet known as Suite 950 ("Premises") located in the Building located at 331 Second Avenue South, Minneapolis, Minnesota (the "Lease"); and

WHEREAS, the interest of Landlord's predecessors-in-interest was deeded to Landlord on March 7, 2007, along with all the previous landlord's rights, title and interest in and to the Lease, as amended; and

WHEREAS, the parties wish to enter into this Third Amendment to, among other things, extend the term of the Lease.

NOW, THEREFORE, the parties agree as follows:

1. LEASE TERM: The Term of the Lease is hereby extended for an additional five (5) years such that the lease shall terminate on December 31, 2015 ("Term").

2. BASE RENT: Article 1 of the lease is amended as follows:

For the period January 1, 2011 through December 31, 2013 the Base Rent shall be \$1,800.00 per month.

For the period January 1, 2014 through December 31, 2014 the Base Rent shall be \$1,850.00 per month.

For the period January 1, 2015 through December 31, 2015 the Base Rent shall be \$1,905.00 per month.

Notwithstanding anything contrary contained within the Lease, Landlord acknowledges that Tenant pays all Rent on the first business day of each calendar month. Rent shall not be considered late unless received after the 5<sup>th</sup> day of the month then due. In addition, while monthly payments of Rent shall be due without invoice or demand, Landlord shall be required to provide an invoice for any and all non-recurring monthly charges that Tenant may owe. At Tenants option, Rent may be paid to the Landlord through an Automated Check Handling (“ACH”) transfer.

3. Notices. Article 25 of the Lease shall be amended to provide for the following Notice address:

- (a) If to Landlord: 331 Second Avenue, LLC  
c/o JLT Group, Inc.  
10 River Park Plaza  
Suite 800  
St. Paul, MN 55107
  
- (b) If to Tenant for notices and general correspondence pursuant to the Lease shall be as follows: McLeodUSA Telecommunications Services, LLC  
c/o PAETEC  
One PAETEC Plaza  
600 WillowBrook Office Park  
Fairport, NY 14450  
Attention: Leasing-Real Estate
  
- (c) Tenant’s address to which all invoices should be sent is:  
  
McLeodUSA Telecommunications Services, LLC  
c/o PAETEC  
Three Morrocroft Centre  
6801 Morrison Boulevard  
Charlotte, NC 28211  
Attention: Lease Administrator

4. Renewal Option. Provided that it is not then in default, Tenant shall have the right to renew the Lease for two (2) additional five (5) year periods at not less than the then current rate of Base Rent. Tenant shall give notice to Landlord of Tenant’s intention to renew the Lease not less than nine (9) months prior to the end of the Lease Term, as it may have previously been extended.

5. Roof Rights. At Tenant’s request, Landlord and Tenant will enter into a separate mutually agreeable roof rights agreement that will include fees for roof rights and related conduits.

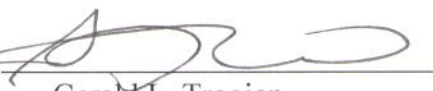


6. Broker. The Tenant represents that the Tenant has not dealt with a broker in connection with this Lease Amendment and that, insofar as the Tenant knows, no broker negotiated this Lease Amendment or is entitled to any commission in connection therewith. Tenant agrees to indemnify, defend and hold harmless 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 this Lease Amendment.

7. Miscellaneous. In all other respects, the terms and conditions of the Lease shall remain in full force and effect.

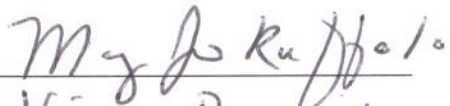
LANDLORD:

331 Second Avenue, LLC

By:   
Gerald L. Trooien  
Its: Chief Manager

TENANT:

McLeodUSA Telecommunications Services, LLC  
d/b/a PAETEC Business Services

By:   
Its: Vice President - Real Estate  
3-11-11





**Jana Sayers**  
**Network Deployment & Management**  
11101 Anderson Drive #100  
Little Rock, AR 72212 - 2475

Jana.K.Sayers@Windstream.com  
Phone: 501-748-4616 Fax: 501-748-5869

October 26, 2016

DCI Minneapolis Venture, LLC  
331 Second Avenue South, Suite 100  
Minneapolis, MN 55401

Re: Extension to Lease Agreement dated December 23, 1997, between DCI Minneapolis Venture, LLC, successor in interest to OCI Communications of Minnesota, Inc. and McLeodUSA Telecommunications Services, LLC, successor in interest to McLeodUSA Telecommunications Services, Inc., for a lease located at 331 Second Avenue South, Ste. 950, Minneapolis, MN 55401.

And  
Windstream Notice of Contact Information Change; (WIN LN#: L074-MN-019)

Windstream would like to exercise a renewal to the above-referenced Lease Agreement. The renewal term is effective January 1, 2016 through December 31, 2020. Windstream agrees to pay as follows:

January 1, 2016 through December 31, 2016	\$1,962.15 in base rental
January 1, 2017 through December 31, 2017	\$2,021.01 in base rental
January 1, 2018 through December 31, 2018	\$2,081.64 in base rental
January 1, 2019 through December 31, 2019	\$2,144.09 in base rental
January 1, 2020 through December 31, 2020	\$2,208.41 in base rental

If you are in agreement (1) that all rentals and other sums due and payable by Windstream under the Lease have been paid and satisfied as of October 26, 2016, (2) that Windstream is not in default under the Lease, and (3) that the Renewal may be exercised hereby, please sign both originals below and return to Windstream at the new address below. I will then have both signed and return 1 fully executed original to you, for your records.

Windstream is also hereby providing official Notice of change of Tenant's contact information pursuant to the Lease Agreement. The new contact information is:

Windstream Network Real Estate  
Attn: Network Deployment & Management (Leases)  
11101 Anderson Drive, Ste. 100  
Little Rock, AR 72212  
Mail Stop: 2523-B5-F01-1A

If you have any questions or concerns, please feel free to contact me at the information above.

Thank you for your cooperation.

Sincerely,

*Jana Sayers*

Jana Sayers

Agreed and Accepted: Date 11-2-2016

By: *SENER MULLEE*  
*SM*

Signatory

Countersigned by:

*EJ Schmidt*  
Eric Schmidt, Network Expansion

NOV 07 2016

**ASSIGNMENT AND ASSUMPTION OF LEASES**

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

WITNESSETH

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

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

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

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

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

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

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

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

9. This Assignment is delivered pursuant to the Agreement.

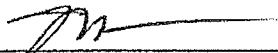
10. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[signature page follows]

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

**ASSIGNOR:**

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

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

**ASSIGNEE:**

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

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

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

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

**ASSIGNOR:**

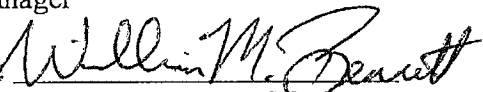
**DCI MINNEAPOLIS VENTURE, LLC,**  
a Delaware limited liability company

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

**ASSIGNEE:**

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

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

By:   
William M. Bennett, Manager

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

PARCEL A - Abstract property:

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

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

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

PARCEL C:

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

PARCEL D:

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

**Exhibit B**

(attach Rent Roll)



Database: CBRE2  
Bldg Status: Active only

Rent Roll  
TRITECH OFFICE CENTER  
10/1/2018

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

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

v = Excluded from totals, space occupied by another tenant

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Monthly Other Income	Future Rent Increases Cat	Date	Monthly Amount	PSF
	331MN 703	Vacant			2,577									
	331MN 720	Vacant			5,030									
	331MN 740	Vacant			375									
	331MN 880	Vacant			857									
	331MN 910	Vacant			1,174									
<b>Occupied Suites</b>														
	331MN 100	Verizon Portfolio	6/1/1997	5/31/2017	108	755.85	83.98	19.71						
	331MN 107	Naftalin Associates	4/1/2007	12/31/2016	987	529.48	6.44	916.88						
	331MN 120	Qwest	1/1/1992	12/31/2021	134	1,236.00	110.69							
	331MN 200	New-Mart, Inc.	8/1/2009	1/31/2021	710	865.21	14.62	649.04						
	331MN 206	IGRILL	8/1/2017	7/31/2022	3,092	2,653.97	10.30	2,576.33						
	331MN 230	F Clayton Tyler	9/1/1997	10/31/2016	1,704	579.56	4.08	769.97						
	331MN 300	Zayo Group, LLC fka Integra	11/22/2013	11/30/2016	146	1,994.23	163.91							
	331MN 300A	ZAYO GROUP LLC	9/1/2003	11/30/2019	146	2,393.07	196.69	511.40						
	331MN 300B	Green Cloud Technologies, LLC	7/3/2004	12/31/2022	5,238	10,912.50	25.00	\$,755.68						
	331MN 300C	TWTelecom	9/1/2003	5/31/2023	146	1,029.91	84.65							
	331MN 300D	Universal Data Corp.	5/20/2004	12/31/2019	146	1,161.69	95.48	211.56						
	331MN 300F	CenturyLink	8/1/2009	7/31/2021	146	1,733.83	142.51							

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

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 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
Total						10,825.30		522.69		364.00			
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
331MN	830	Aimab, LLC	2/1/2011	4/30/2022	2,004	1,537.62	9.81	1,910.01				1,347.53	12.12
												1,686.74	10.10
												1,737.35	10.40
												1,789.47	10.72
331MN	840	Faison Seasons	5/1/2001	4/30/2021	2,204	2,553.89	13.91	2,085.76				1,843.15	11.04
												0.00	0.00
												2,630.50	14.32
												2,709.42	14.75
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		2,790.70	15.19
												1,611.00	30.07
												1,643.00	30.66
331MN	884	CCES (Re Eventis Telecom)	10/1/2007	9/30/2022	643	1,579.00	25.47	547.23				1,676.00	31.28
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
331MN	895	Leland S Watson	3/1/2007	2/28/2021	1,825	1,390.04	9.14	1,727.89				1,446.31	9.51
												0.00	0.00
												1,690.50	9.37
331MN	899	John Biglow	3/1/2007	2/28/2021	2,165	1,549.01	9.14	2,051.51				1,715.76	9.51
												0.00	0.00

v = Excluded from totals, space occupied by another tenant

Database: CBREZ  
 Bldg Status: Active only

Rent Roll  
 TRITECH OFFICE CENTER  
 10/1/2018

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

Bldg Id	Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqt	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Other Income	Monthly 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	
														14,356.55	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										
<b>Totals:</b>																
		Occupied Sqt:	53.76%	37 Units	60,393	115,219.06					4,939.82					
		Leased/Unoccupied Sqt:	0 Units	0 Units	0											
		Vacant Sqt:	46.24%	24 Units	51,944											
		Total Sqt:		61 Units	112,337	115,219.06										
<b>Grand Total:</b>																
		Occupied Sqt:	53.76%	37 Units	60,393	115,219.06					4,939.82					
		Leased/Unoccupied Sqt:	0 Units	0 Units	0											
		Vacant Sqt:	46.24%	24 Units	51,944											
		Total Sqt:		61 Units	112,337	115,219.06										

v = Excluded from totals, space occupied by another tenant

LIMITED WARRANTY DEED

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

[SIGNATURE ON FOLLOWING PAGE]

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

GRANTOR:

DCI MINNEAPOLIS VENTURE, LLC,  
a Delaware limited liability company

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

STATE OF Florida ) SS  
COUNTY OF Lee ) SS

Spencer Mullee, Authorized Signatory

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



(Seal of Notary)

[Signature]  
Name:  
Notary Public

My commission expires: Jan 21, 2021

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

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

This instrument was prepared by:

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



Exhibit A to Limited Warranty Deed

LEGAL DESCRIPTION

PARCEL A - Abstract property:

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

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

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

PARCEL C:

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

PARCEL D:

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

Exhibit B to Limited Warranty Deed

Permitted Exceptions

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

## TENANT RENT STATEMENT & INVOICE

<p><b>LEASED PREMISES:</b></p> <p>331 2<sup>nd</sup> Avenue South Suite 950 Minneapolis, MN 55401</p> <p><u>Landlord's Contact &amp; Authorized Agent:</u> Attn: Wolfgang Sauermann Tel: 615/330-1291 sauerman@bellsouth.net</p>	<p><b>TENANT:</b></p> <p>McLeodUSA Telecommunications Services, LLC, Successor to McLeodUSA Telecommunications Services Inc., d/b/a PAETEC Business Services. 11101 Anderson Drive, Suite 100 Little Rock, AR 72212</p> <p><u>Tenant's Billing &amp; Accounting Contact:</u> Windstream Communications, LLC Attn: Network Optimization 11101 Anderson Drive, Suite 100 Little Rock, AR 72212 Mail Stop: 2523-B5-F01-1A</p>	<p><b>LANDLORD:</b></p> <p>331 2<sup>nd</sup> Ave S Novel Coworking LLC 318 W Adams Street, Suite 2000 Chicago, IL 60606</p> <p><u>Landlord's Billing &amp; 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 #: 034978

PAETEC

1

McLeodUSA Telecommunications Services, LLC  
d/b/a PAETEC Business Services  
c/o Windstream Network Leases  
PO Box 25410  
Little Rock, AR 7222-1541

**MAKE CHECKS PAYABLE TO:** 331 2<sup>nd</sup> Ave S Novel Coworking LLC

BALANCE DUE

2,219.99

Date	Code	Description	Charges	Payments	Amount Due
4/1/2019	CAM	CAM Charges	75.90	0.00	75.90
4/1/2019	TRR	Traditional Rent	2,144.09	0.00	2,144.09

**4/1/19**

**ACCOUNT NUMBER**

Please send this portion of the statement with your remittance.

**INVOICE #: 034978**  
**PAETEC Business Services**  
**c/o Windstream Network Leases**

PAETEC

1

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

Current	30	60	90	120	<b>BALANCE DUE</b>
2,219.99	0.00	0.00	0.00	0.00	2,219.99