Fill in this inf	ormation to identify the case:	
Debtor	Windstream Holdings, Inc.	
United States Ba	ankruptcy Court for the: Southern	District of <u>New York</u> (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.

Pa	art 1: Identify the Clai	m
1.	Who is the current creditor?	331 2nd Avenue 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 WIndstream NTI, LLC, Norlight Telecommunications, Inc.
2.	Has this claim been acquired from someone else?	 No Yes. From whom?
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Where should payments to the creditor be sent? (if different) 331 2nd Avenue S Novel Coworking LLC Wolfgang Sauermann, Authorized Agent 318 W Adams Street Suite 2000 Chicago, Illinois 60606, United States Contact phone 615-330-1291 Contact phone Contact email sauerman@bellsouth.net Contact email contact email Contact in 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
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing?



6.	Do you have any number	No No
	you use to identify the	
	debtor?	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>NTI</u>
	How much is the claim?	\$ <u>12,173.79</u> . 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.		Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
	claim?	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 Space Lease - Rents Due for Suites 801 and 930</u>
).	Is all or part of the claim	No
	secured?	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 <i>Mortgage Proof of</i>
		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 No
	16436 :	Yes. Amount necessary to cure any default as of the date of the petition. \$12,173.79
11.	Is this claim subject to a	No
	right of setoff?	Yes. Identify the property:

12. Is all or part of the claim entitled to priority under	No No		
11 U.S.C. § 507(a)?	Yes. Chec	k all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example,		stic support obligations (including alimony and child support) under $S.C. \ 507(a)(1)(A) \text{ or } (a)(1)(B).$	\$
in some categories, the law limits the amount entitled to priority.		\$2,850* of deposits toward purchase, lease, or rental of property or es for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitied to phony.	days b	s, salaries, or commissions (up to \$12,850*) earned within 180 efore the bankruptcy petition is filed or the debtor's business ends, ever is earlier. 11 U.S.C. § 507(a)(4).	\$
	Taxes	or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Contril	butions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	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 begu	n on or after the date of adjustment.
13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?	days befor	ate the amount of your claim arising from the value of any goods rec re the date of commencement of the above case, in which the goods ry course of such Debtor's business. Attach documentation supportin	have been sold to the Debtor in
	\$		
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.	□ I am the trust □ I am a guaran I understand that a the amount of the I have examined th I declare under pe Executed on date <u>/s/WoLfgang</u>	itor. itor's attorney or authorized agent. ee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. ntor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. an authorized signature on this <i>Proof of Claim</i> serves as an acknowled claim, the creditor gave the debtor credit for any payments received to ne information in this <i>Proof of Claim</i> and have reasonable belief that the nalty of perjury that the foregoing is true and correct. <u>04/18/2019</u> <u>MM / DD / YYYY</u> <u>Sauermann</u> i the person who is completing and signing this claim: <u>Wolfgang Sauermann</u>	ward the debt. ne information is true and correct.
	Contact phone	Email	

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KCC ePOC Electronic Claim Filing Summary

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

Has Supporting Doc Yes, supporti Related Document S Has Related Claim: No Related Claim Filed	ing documentation successfully uploaded Statement:
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Filing Party:	
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Alex Schwieh	pert
318 W Adam	
Suite 2000	
	cia 60606
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Fax:	
E-mail:	
alex@novelc	oworking.com
Amends Claim:	
No	
Acquired Claim:	
No	
Last 4 Digits:	Uniform Claim Identifier:
Yes - NTI	
Includes Interest or	Charges:
No	
Priority Under:	
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Annual Interest Rate	e:
Arrearage Amount:	
_	
Amount Unsecured	:
	Suite 2000 Chicago, Illin United States Phone: 734-277-570 Phone 2: Fax: E-mail: alex@novelo Amends Claim: No Acquired Claim: No Last 4 Digits: Yes - NTI Includes Interest or No Priority Under: Nature of Secured A Value of Property: Annual Interest Rat

Submitted By:

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

Authorized Agent

Company:

331 2nd Ave S Novel Coworking LLC

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

(SUITES 801 and 930)

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

RECITALS:

WHEREAS. Tenant and a prior predecessor-in-title to Landlord entered into an Office lease Agreement dated December 3, 1986. which lease has previously been amended by First Amendment to Office Lease dated August 23, 1991, a Second Amendment to Office Lease dated May 31, 1998, a Third Amendment to Office Lease dated November 1, 1999, a Fourth Amendment to Office Lease dated February 5, 2004, and a Fifth Amendment to Office Lease and Second Amendment to License Agreement dated November 1, 2009 (collectively, the "Lease") pursuant to which Tenant leases Suites 801 and 930 for space comprising approximately 1.896 and 1.818 rentable square feet respectively for a total of 3,714 rentable square feet ("Premises") in the Building located at 331 Second Avenue South, Minneapolis, Minnesota (the "Building"); and

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

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

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

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

1. This Sixth Amendment to Lease Agreement and Third Amendment to License is hereby attached to and made a part of both the Lease and the License and is specifically incorporated into both the Lease and the License. Except as otherwise expressly indicated herein, all capitalized terms shall have the meanings ascribed to them in the Lease and the License. To the extent any terms and provisions of this Agreement are inconsistent with the terms and provisions of the Lease or the License, the terms and provisions of this Agreement shall prevail. Except as Amended herein, the Lease and the License, as amended, shall remain in full force and effect in accordance with their terms through their entire Terns, as amended.

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

	MONTHLY	PERIOD
BASE RENT PERIOD	BASE RENT	BASE RENT
November 1, 2014 – October 31, 2015	\$10.213.50	\$122,562.00
November 1, 2015 – October 31, 2016	\$10,213.50	\$122,562.00
November 1, 2016 - October 31, 2017	\$10,213.50	\$122,562.00
November 1, 2017 – October 31, 2018	\$10,826.30	\$129,915.60
November 1, 2018 - October 31, 2019	\$11.151.10	\$133,813.20
November 1, 2019 - October 31, 2020	\$11.485.63	\$137,827.50
November 1, 2020 – October 31, 2021	\$11,830.20	\$141,962.40
November 1, 2021 – October 31, 2022	\$12.185.10	\$146,221.20

- <u>LICENSE FEE</u>. The monthly License Fee to be paid by Licensee to Licensor with respect to the Licensed Premises shall be Three Hundred and no/100 Dollars (\$300.00) during the Extended Term.
- 6.

MISCELLANEOUS.

a. All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

b. This Agreement shall be binding upon and insure to the benefit of the parties, their respective heirs, successors and assigns.

c. This Agreement sets forth the entire agreement between the parties and any prior writings or conversations are merge herein and extinguished. No amendment, alteration or other change of this Agreement shall be enforceable unless set forth in a writing signed by the parties hereto.

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

LANDLORD/LICENSOR:

DCI MINNEAPOLIS VENTURE LLC, A Minnesota Limited Liability Company

By: COO Its:

715053-v3

TENANT/LICENSEE:

WINDSTREAM NTI, LLC, a Wisconsin limited liability company

-DocuSigned by: Rex Reeves -3EE80A0C6BFC4F7.. By: Vice President-Engineering Its:

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 <u>Exhibit B</u> 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 <u>Exhibit A</u> 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

Manager Bγ

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)

5. Av

CoupantName Rent Start Expiration GLA Monthly R OccupantName Sqf Base Runt Base Runt R OPT Holdings, LLC 2/12016 1/130/2016 3,092 V 2,870.41 UPT Holdings, LLC 2/12016 1/130/2016 3,092 V 2,870.41 Vacant 2/12016 3,092 1/16 2,970.41 1/16 Vacant 3,228 3,281 3,281 3,281 2,371 Vacant 3,164 3,593 3,391 3,391 3,391 Vacant 1 3,391 3,396 3,396 Vacant 1 3,736 7,391 7,391 Vacant 1 3,796 3,796 3,796 Vacant 1 3,796 7,59 Vacant 1 3,796 3,796 Vacant 1 3,796 7,59 Vacant 1	Annual Monthly Expense Monthly – Future Rent Increases – Rate PSF Cost Recovery Stop Other Income Cat Date Month	
JDT Holdings, LLC 21/2016 1/3/3/2020 3,092 JDT Holdings, LLC Stop Bill Date: 1/3/0/2015 5,08 Vacant 528 956 Vacant 238 956 Vacant 1/3/0/2015 3,092 Vacant 528 956 Vacant 1/3/0/2015 3,095 Vacant 1/3/0/2015 3,228 Vacant 1/3/0/2015 3,228 Vacant 1/46 1/46 Vacant 1/46 3,58 Vacant 1/46 3,58 Vacant 1/46 7,31 Vacant 1/46 7,31 Vacant 3,584 7,36 Vacant 1/46 3,736 Vacant 1/46 3,736 <tr td=""> 1/46</tr>		ses Monthly Amount Doct
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331MN 720	Vacant			5,030									
331MN 740	Vacant			375									
331MN 880	Vacant			857									
331MN 910	Vacant			1,174									
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331MN 100	Verizon Portfalio	6/1/1997	5/31/2017	108	755.85	83.98	19.71						
331MN 107	Naftaiin 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				BRN 1/1/2	1/1/2019 1 273 08	08 114 01	č
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331MN 200	New-Mart, Inc.	8/1/2009	1/31/2021	710	865.21	14.62	649.04					-	zu.33 15.82
331MN 206	IGRILL	8/1/2017	7/31/2022	3,092	2,653.97	10.30	2,576,33				0		10.61
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331MN 230	F Clayton Tyler	201/1997	10/31/2016	1,704	579.56	4,08	789.87						D 7
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				12/1/2018 2.464.86	86 202,59	. 23
331MN 300B	Green Cloud Technologies, LLC	7/3/2004	12/31/2022	5,238	10,912.50	25.00	5,755,68			UTR 12/1 BRN 1/1/2	12/1/2018 526.74 1/1/2019 11.239.88	74 43.29 88 25.75	29 75
										BRN 1/1/2020 BRN 1/1/2021			2 2 2
331MN 300C	TW Telecom	9/1/2003	5/31/2023	146	1,029.91	84,65				BRN 1/1/2022 BRN 6/1/2028			1 7 9
												67.19 69 89.81 54 97.51	5 13 F
331MN 300D	Universal Data Corp.	5/20/2004	12/31/2019	146	1,161,69	95.48	211 EK						53
331MN 300F	CenturyLink	8/1/2009	7/31/2021	146	1,733,83	147 51				1/1/1 NH8	1/1/2019 1,196.55	55 98,35	35
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N12030 531/1024 14 151/1016 201	31MN 300H	Windstream NTI, Inc.	10/1/2006	10/31/2021	291	2,768,47	114.16				BRN BRN BRN	9/1/2019 9/1/2020 11/1/2018	5,185,26 5,340.82 2,851 52	29.50 30.39 117 50
Z152016 J331201 G11202 G112020 G1131202 G1131020 G113020 G113000 G113020 G113000 G113020 G113000 G113000 G113000 G11300 G11300 G11300 G113000 G113000 G11300 G11300 G11300 G113000 G11300 G11300 G11300 G11300 <thg11300< th=""> <thg11300< th=""> G1</thg11300<></thg11300<>	1MN 300K	Level 3 Communications	6/1/2008	5/31/2024	146	1,513.05	124.36		·		8 R N 8 R N	11/1/2019 11/1/2020 6/1/2019 6/1/2020 6/1/2020	2,937,07 2,937,07 3,025,18 1,558,55 1,605,39	124.75 124.75 128.10 131.95
Urizotio 5/312018 1,895 1,647.34 10.44 1,789.37 150.00 200.00 1/10210 9/30/2018 165 127.3 150.00 200.00 100.00 1/10216 9/30/2018 1,317.00 1,317.00 8.37 1,714.05 581.4 9/1/2019 1,390.00 1/10216 8.317 1,273 988.02 200.00 581.4 9/1/2019 1,390.00 1/10216 1,312025 1,318.02 1,714.05 581.4 9/1/2019 1,390.00 1/11216 1,3112025 1,312025 1,312.025 2,339.00 581.4 9/1/2019 1,390.00 1/11316 1,3112025 2,137 1,318.0 1,390.00 581.4 2/1/2020 1,399.00 1/11312 1,3112025 2,313.91 1,313.91 1,313.91 1,313.91 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 1,399.00 <t< td=""><td>1MN 300M1</td><td></td><td></td><td>12/31/2026</td><td>0</td><td></td><td></td><td></td><td></td><td></td><td>BRN BRN</td><td>6/1/2022 6/1/2023</td><td>1,708.21</td><td>140,40 140,40 144.19</td></t<>	1MN 300M1			12/31/2026	0						BRN BRN	6/1/2022 6/1/2023	1,708.21	140,40 140,40 144.19
(1/2010 93072018 15 175.05 12.73 150.00 200.00 (3072011 93072018 11079 1144.71 12.73 966.02 200.00 (3072014 1307.575 1.315.76 1.2173 1.316.02 200.00 (71006 1307.202 1.316.76 1.316.02 8.31 1.714.05 8RN 97/2020 1.393.00 (71006 1.317.022 1.316.72 2.9.26 8.31 1.714.05 8RN 97/2020 1.393.00 (71006 1.317.022 1.316.7 1.316.7 2.9.26 8.37 1.772020 1.393.00 1.345.55 8.8 1.72021 1.393.00 1.345.55 8.8 1.72021 1.393.00 1.345.55 1.345.51 1.372.00 1.395.00 1.345.51 1.372.00 1.395.00 1.345.51 1.375.00 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.345.51 1.3	11MN 420	Edward Carsten Olson	6/1/2007	5/31/2018	1,895	1,647.94	10,44	1,789.37						
7302011 3292016 1,073 1,14171 12,73 98,02 200,00 170al 1,244 1,313,76 1,714,05 88N 9172020 1,300,00 1712016 831/2025 1,316,05 837 1,714,05 88N 9172020 1,300,00 1712016 1,311 1,7402,39 29,26 88N 9172020 1,396,00 1717016 7,137 174,05 88N 2172016 1,396,00 1346 1712016 1,312,026 1,312,026 1,364 1,055,76 38N 2172020 1346,68,98 359,00 1712016 1,364 1,055,76 323 221,722 135,00 1346,68,98 35,57,07	11MN 428	Symberion Corp	9/1/2010	9/30/2018	165	175.05	12.73	150.00		200.00				
//12006 8/31/2025 1,714,05 5RN 9/12020 1,300,00 //11996 1,317 1,362,00 8.37 1,714,05 5RN 9/12020 1,300,00 //11996 1,317 1,362,00 8.37 1,714,05 5RN 9/12020 1,300,00 //11996 7,137 17,402,33 29,26 5RN 2/12016 1,302,01 1,302,01 //11006 228/2019 1,364 1,055,76 9,29 1,297,99 5RN 2/1/2023 19,591,07 3 //12016 228/2019 1,364 1,055,76 9,29 1,297,99 5RN 2/1/2023 19,591,07 3 9,591,07 3			3/30/2011	9/30/2018 Total	1,079	1,144.71 1,319.76	12.73	988.02 1.138.02	I					
1/1305 7,137 17,402.39 29,26 8RN 7/12020 1,339,00 1/12056 7,137 17,402.39 29,26 8RN 27/12020 1,395,00 1/12056 21,2020 1,379,00 1,379,00 1,379,00 1,379,00 1/12056 228/2019 1,364 1,055,76 3,29 1,297,99 8RN 27/12022 19,020,11 3 1/12056 228/2019 1,364 1,055,76 3,29 1,297,99 8RN 27/12022 19,020,11 3 1/12056 228/2019 1,364 1,055,76 3,297,99 8RN 27/12022 19,020,11 3 0/1/2016 228/2019 1,364 1,364,17 13,00 4,216,86 8RN 27/12022 19,020,11 3 0/1/2018 273/2018 1,364,17 13,00 4,216,86 8RN 17/12019 5,010,09 1 0/1/2018 273/2018 1,300 1,324,98 1,324,98 8RN 107/12019 5,163,20 5,163,20 1/1505719 1,307,018 1,907 3,824,54 1,924,98 8RN 107/12019 5,163,20 1,936,28 5,1720,23 5,176,23 5,176,23 5,176,23 5,176,23 5,176,24	1MN 450	CCES (fka Eventis Telecom)	6/1/2006	8/31/2022	1,809	1,262.00	8.37	1,714,05			BRN	9/1/2019	1,300.00	8.62
1/2006 2/28/2019 1,364 1,055.76 9.29 1,297.99 8RN 2/1/2021 19,020.11 1/2006 2/28/2019 1,364 1,055.76 9.29 1,297.99 8RN 2/1/2023 19,020.11 0/1/2018 2/229/2024 1,364 1,055.76 9.29 1,297.99 8RN 2/1/2024 20,79.66 0/1/2018 2/29/2024 4,490 4,864.17 13.00 4,216.86 8RN 10/1/2019 5,010.09 0/1/2018 2/29/2024 4,490 4,864.17 13.00 4,216.86 8RN 10/1/2019 5,010.09 1/1/2018 2/29/2024 1,902.43 11,300 4,216.36 8RN 10/1/2019 5,010.09 1/1/2018 1/902.43 11,97 1,922.43 8RN 10/1/2023 5,4166.36 1/1/2018 1/902.43 1/1.97 1,922.43 8RN 10/1/2023 5,4166.36 1/1/2018 1/902.43 1,922.43 1,924.48 1,924.48 1,917.2018 5,102028 5,4146.53 1/1/1899 1/1/30/2019 1,902.43 1,924.48 1,924.58 </td <td>1MN 600</td> <td>Verizon Partfolio</td> <td>2/1/1996</td> <td>1/31/2026</td> <td>7,137</td> <td>17,402.39</td> <td>29.26</td> <td></td> <td></td> <td></td> <td>BRN BRN BRN BRN</td> <td>9/1/2020 9/1/2021 2/1/2019</td> <td>1,339.00 1,379.00 17,925.76</td> <td>8.88 9.15 30.14</td>	1MN 600	Verizon Partfolio	2/1/1996	1/31/2026	7,137	17,402.39	29.26				BRN BRN BRN BRN	9/1/2020 9/1/2021 2/1/2019	1,339.00 1,379.00 17,925.76	8.88 9.15 30.14
/1/2006 2/28/2019 1.364 1,055.76 9.29 1,297.99 20,780.56 20,780.56 0/1/2018 2/29/2024 4,490 4,864.17 13.00 4,216.86 5,010.09 5,010.09 0/1/2018 2/29/2024 4,490 4,864.17 13.00 4,216.86 5,870 5,160.39 0/1/2018 2/39/2024 1,907 1,3.00 4,216.86 5,160.39 5,160.39 0/1/2018 1,907 1,902 1,902 1,902.43 11.97 1,824.38 1/2007 5/31/2018 1,907 1,902.43 11.97 1,824.38 1/1/302019 1,900 3,824.54 45.89 199.36 1,823.32											BRN BRN BRN BRN BRN	2/1/2021 2/1/2021 2/1/2022 2/1/2023 2/1/2024	18,466,98 18,466,98 19,020.11 19,591,07 20,179,87	31.05 31.05 31.98 32.94 33.94
0/1/2018 2/29/2024 4,430 4,864.17 13.00 4,216.86 BRN 10/1/2019 5,010.09 BRN 10/1/2020 5,160.39 BRN 10/1/2021 5,315.21 BRN 10/1/2021 5,315.21 5,315.21 1,907 5/31/2018 1,907 1,902.43 11.97 1,824.98 1/1399 11/30/2019 1,000 3,824.54 45.89 199.96 1.229.32 BRN 12/1/2018 3,939.28	1MN 701	Nat'l Marine Manufacturers	1/1/2006	2/28/2019	1,364	1,055.76	9.29	1,297,99			BRN	2/1/2025	20,780,56	34.94
1/2007 5/31/2018 1,907 1,902/43 5,160.39 5,160.39 1/2007 5/31/2018 1,907 1,902.43 11.97 1,824.38 1/1309 11/30/2019 1,000 3,824.54 45.89 199.36 1,229.32 BRN 12/1/2018 3,939.28	1MN 705	Barrister II, LLC	10/1/2018	2/29/2024	4'430	4,864.17	13.00	4,216,86			BRN	10/1/2019	5.010.09	13.39
1/1399 11/30/2019 1,000 3,824.54 45.89 199.96 1.229.32 BRN 12/1/2018 3,939.28	1MN 710	Primus Law Office	5/1/2007	5/31/2018	1,907	1,902,43	11.97	40 KC 8			8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	10/1/2020 10/1/2021 10/1/2022 10/1/2023	5,160.39 5,315.21 5,474.66 5,638.90	13.79 14.21 14.63 15.07
	1MN 730	ZAYO GROUP LLC (360 Net)	8/1/1599	11/30/2019	1,000	3,824,54	45,89	199,96		1,229.32	BRN	87/1/01		1
	Excluded fron	π totals, space occupied by another ten	ant										07.07	12.14

Index Curry for constraints Enders Curry for curry f	Database: Bidg Status:	CBRE2 Active only			μ.	Rent Roll TRITECH OFFICE CENTER 10/1/2018	ce center 318	ſ					Page: Date: Time:	4 9/25/2018 3:13 PM
I//108 I/031(072 I/98 5.26.34 3.439 36.36 14.40 988 11/12019 5.66.45 2.66.45 </th <th>Bldg Id Suit Id</th> <th></th> <th>Rent Start</th> <th>Expiration</th> <th>GLA Sqft</th> <th>Monthly Base Rent</th> <th>Annual Rate PSF</th> <th>Monthly Cost Recovery</th> <th>Expense Stop</th> <th>Monthly Other Income</th> <th>← Futur Cat</th> <th>e Rent Increas Date</th> <th>ses Monthly Amount</th> <th>PSF</th>	Bldg Id Suit Id		Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Cost Recovery	Expense Stop	Monthly Other Income	← Futur Cat	e Rent Increas Date	ses Monthly Amount	PSF
I/I/1366 (1031/2022 (1,96) 5,32,64,4 369,45 569,46 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>MIS OTN</td><td>12/1/2018 12/1/2018</td><td>1,266.20 270.13</td><td>15.19 3.24</td></t<>											MIS OTN	12/1/2018 12/1/2018	1,266.20 270.13	15.19 3.24
I/11/10301 I/11/10201 I/11/10201 <thi 10201<="" 11="" th=""> I/11/10201 I/11/102</thi>	108 NM15	NorlightWindstream	11/1/1986	10/31/2022	1,896	5,526,84	34.98	263.68		114.00	BRN BRN	11/1/2018 11/1/2019	5,692,65 5,863,42	36.03 37.11
Total 37.14 11.13.22.03 5.79.05 5.79.05 1/2016 1.231/1022 1.374 1.137.26 1.37.61 5.596.45 1/2016 1.231/1022 1.374 1.137.26 1.310.56 58.0 111/1221 5.596.45 1/2011 1.301202 1.37.61 1.37.52 9.81 1.102021 1.396.26 1/2011 1.3012022 1.337.52 9.81 1.102021 1.396.26 1/2011 1.3012021 1.37.52 9.81 1.1102021 1.375.35 1/2011 1.3012021 2.553.19 1.31.1 2.085.76 58.0 1.1102021 1.375.35 1/2012 2.304 1.337.62 9.31.67 9.81 1.1172022 1.375.35 1/2012 2.304 2.553.19 2.553.18 2.60.00 9.80 2.194.74 1/2012 5.302.01 9.81 1.111122021 1.111122021 1.576.00 1.645.00 1/2012 5.930.2002 9.61 1.578.00 2.194.74 2.194.74 <t< td=""><td></td><td>Additional Space 331MN - 930</td><td>11/1/1999</td><td>10/31/2022</td><td>1,818</td><td>5,299.46</td><td>34.98</td><td>259.01</td><td></td><td>250.00</td><td>BRN BRN BRN BRN</td><td>11/1/2020 11/1/2021 11/1/2018 11/1/2019</td><td>6,039,33 6,220.51 5,458.45 5,622,21</td><td>38.22 39.37 36.03 37.11</td></t<>		Additional Space 331MN - 930	11/1/1999	10/31/2022	1,818	5,299.46	34.98	259.01		250.00	BRN BRN BRN BRN	11/1/2020 11/1/2021 11/1/2018 11/1/2019	6,039,33 6,220.51 5,458.45 5,622,21	38.22 39.37 36.03 37.11
1/2010 1/21/2022 1,334 1,137.26 1,310.66 551 1/12021 1,233.16 1/2011 4/3012022 2,004 1,537.52 9.61 1,117.2021 1,200.12 1/2011 4/3012022 2,004 1,537.52 9.61 1,510.01 553.19 553.19 553.19 1,537.52 1,306.27				Total	3,714	10,826,30	3	522.69	1	364,00	BRN	11/1/2020	5,790.87 5,964.59	38.22 39.37
'12011 1,3012022 2,004 1,537,52 3,41 1,310.01 8,80 1/17022 1,375,55 '12011 1,3012022 2,004 1,537,52 9,31 1,310.01 8,80 2/17020 1,375,55 '12011 1,3012021 2,2034 1,537,65 8,80 2/17020 1,737,55 '12012 2,2034 2,553,39 13,31 2,065,76 8,80 2/17021 1,709,47 '12012 2,2034 2,553,89 13,31 2,065,76 8,80 2/17021 1,709,47 '12012 2,712,012 6,69 1,836,10 3,622 5,836 8,80 1/172019 2,094,2 '17012 1,312,019 6,69 1,836,10 3,625 5,847 8,80 1/172019 2,706,42 '17012 1,311,010 3,622 3,635 8,80 1/11/12019 2,796,12 '17012 1,312,019 3,623 3,647 3,7120,19 2,706,10 '17013 1,312,019 3,624 3,810 1,11/12019 2,796,10 '17013 1,312,019 8,93 1,11/12019 2,796,10 2,796,10 '17013 1,312,019 8,81 1,11/12019 2,194,10 1,475,100 <td>31MN 820</td> <td>Green Cloud Technologies, LLC</td> <td>1/1/2016</td> <td></td> <td></td> <td>1,197.26</td> <td>10,77</td> <td>1,310.66</td> <td></td> <td></td> <td>BRN BRN</td> <td>1/1/2019 1/1/2020</td> <td>1,233.18 1.270.17</td> <td>11.09 11.43</td>	31MN 820	Green Cloud Technologies, LLC	1/1/2016			1,197.26	10,77	1,310.66			BRN BRN	1/1/2019 1/1/2020	1,233.18 1.270.17	11.09 11.43
1/2001 4/30/2021 2,204 2,553.83 13.31 2,085.76 87N 2/1/2021 1,732.35 1/2001 4/30/2021 2,204 2,553.83 13.31 2,085.76 87N 1/1/2018 0.00 1/1 2/1 800 1,835.47 87N 1/1/2018 0.00 1/1 2/1 800 1,835.00 85N 1/1/2019 0.00 1/1 2/1 800 1,835.00 85N 1/1/2019 0.00 1/1 2/1 800 1,835.00 36.22 53.65 2,194.74 2,790.70 1/1/2010 9/30/2022 643 1,579.00 36.22 53.65 2,790.70 1/1/2011 1/1/2010 36.22 53.65 547.23 547.24 547.24 1/1/2012 1/1/2012 1/1/2010 36.22 54.723 547.24 1,611.00 1/1/2016 837 633.28 54.723 547.23 541.200 1,611.00 1/1/2016 837 <t< td=""><td>31MN 830</td><td>Aimab, LLC</td><td>2/1/2011</td><td>4/30/2022</td><td>2,004</td><td>1,537.62</td><td>9.81</td><td>1,910.01</td><td></td><td></td><td>BRN BRN BRN</td><td>1/1/2021 1/1/2022 2/1/2019</td><td>1,308.28 1,347,53 1,686.74</td><td>11.77 12.12 10.10</td></t<>	31MN 830	Aimab, LLC	2/1/2011	4/30/2022	2,004	1,537.62	9.81	1,910.01			BRN BRN BRN	1/1/2021 1/1/2022 2/1/2019	1,308.28 1,347,53 1,686.74	11.77 12.12 10.10
111000 1311001 530.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 560.50 5705.70 2755.70 2755.7	31MN 840	Falson Sessoms	5/1/2001	4/30/2021	2,204	2,553.89	13.91	2,085.76			BRN BRN BRN BRN	2/1/2020 2/1/2021 2/1/2022 11/1/2018	1,737.35 1,789.47 1,843.15 0,00	10.40 10.72 11.04 0.00
111301 13112019 603 1,838.00 35.22 59.36 2,194,74 1,2112020 2,790.70 1112017 9130/2022 643 1,579.00 29.47 547.23 547.23 58.N 10/1/2020 1,611.00 1112017 11130/2016 837 693.28 9.94 811.00 10/1/2020 1,643.00 112007 216 1390.04 9.14 1,727.89 81.00 10/1/2020 1,643.00 112007 228/2021 1,825 9.94 811.00 87.N 10/1/2021 1,657.00 112007 228/2021 1,820.04 9.14 1,727.89 81.N 10/1/2029 1,643.00 112007 228/2021 1,820.04 9.14 1,727.89 81.N 4/1/2019 1,425.00 112007 228/2021 1,890.20 81.N 4/1/2019 1,425.00 0.000 112007 228/2021 1,649.01 9.14 2,051.51 9.172.019 0.000 112007 2165 1,649.01 9.14 2,051.51 9.172.019 0.000 112007 <											BRN BRN BRN BRN	12/1/2018 11/1/2019 12/1/2019 11/1/2020	2,630.50 0.00 2,709.42	14,32 0.00 14,75
J/1/2007 9/30/2022 643 1,579.00 29.47 547.23 BRN 10/1/2019 1,611.00 3 J/1/2013 11/30/2016 837 693.28 9.94 811.00 3 1,676.00 3 J/1/2013 11/30/2016 837 693.28 9.94 811.00 3 1,676.00 3 J/1/2017 11/30/2011 1,825 1,390.04 9.14 1,727.89 8RN 3/1/2019 1,675.00 3 J/1/2007 2/28/2021 1,825 1,390.04 9.14 1,727.89 8RN 3/1/2019 1,425.00 3 J/1/2007 2/28/2021 1,825 1,390.04 9.14 1,727.89 8RN 3/1/2019 1,425.00 3 J/1/2007 2/28/2021 1,800.61 8RN 3/1/2019 1,425.00 3 0.00 J/1/2007 2/182 1,649.01 9.14 2,051.51 8RN 3/1/2019 0.00 J/2007 2/64.01 9.14 2,051.51 8.N<	31MN 870	U.S. LINK Inc DBA TDS Metrocom	8/1/1999	7/31/2019	609	1,838.00	36.22	59.85		2,194.74	BRN	12/1/2020	2,790,70	15.19
2/1/2013 11/30/2016 837 583.28 9.94 811.00 3 2/1/2017 2/28/2021 1,825 1,390.04 9.14 1,727,89 8FN 3/1/2019 1,575.00 3 1/2007 2/28/2021 1,825 1,390.04 9.14 1,727,89 8FN 3/1/2019 1,425.02 8FN 4/1/2019 1,425.02 8FN 4/1/2019 1,425.02 9.00 8FN 4/1/2019 1,425.02 9.14 2,051.51 8.1 3/1/2019 0,00 8FN 4/1/2019 1,590.50 8FN 4/1/2019 1,590.50 8FN 4/1/2020 1,715.75 8FN 4/1/2020 1,715.75	31MN 864	CCES (fka Eventis Telecom)	10/1/2007	9/30/2022	643	1,579.00	29,47	547.23			BRN	10/1/2019	1,611.00	30.07
1/2007 2/28/2021 1,825 1,390,04 9.14 1,727,89 BRN 3/1/2019 0,00 BRN 4/1/2019 1,425,02 BRN 3/1/2020 0,00 BRN 3/1/2020 1,446.31 1,2007 2/28/2021 2,155 1,549.01 9.14 2,051,51 BRN 3/1/2019 0,00 BRN 4/1/2019 1,590,50 BRN 4/1/2019 1,590,50 BRN 4/1/2020 0,00	31MN 890	Zimmerman & Bix, Ltd.	12/1/2013	11/30/2016		693.28	9.94	811.00			BRN BRN	10/1/2020 10/1/2021	1,643.00 1,676.00	30,66 31.28
1/2007 2/28/2021 2,155 1,549.01 9.14 2,051.51 8.8N 3/1/2020 1,446.31 9.14 2,051.51 8.8N 3/1/2019 1,446.31 9.00 8.8N 4/1/2019 1,590.50 8.8N 3/1/2019 1,590.50 8.8N 3/1/2019 1,590.50 8.8N 3/1/2020 1,715.75	31MN 695	Leland S Watson	3/1/2007	2/28/2021	1,825	1,390,04	9.14	1,727,89			BRN BRN	3/1/2019 4/1/2019	0.00 1,425.02	0.00 9.37
ERN 4/1/2020 1,590,50 BRN 4/1/2020 1,715.75	31MN 899	John Biglow	3/1/2007	2/28/2021	2,165	1,649.01	9.14	2,051,51				3/1/2020 3/1/2019 3/1/2019	0.00 1,446.31 0.00	0.00 9.51 0.00
											BRN BRN	4/1/2020 3/1/2020 4/1/2020	1,690.50 0.00 1,715.76	9.37 0.00 9.51

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Bldg Id Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Cast Recovery	Expense Stop	Monthly Other Income	- Future	- Future Rent Increases Cat Date Merice	ses	
331MN 900	State of MN Bd of Pub, Defense	11/1/1996	6/30/2027	7,847	13,797,65	21.10						Monuny Amount	PSF
										BRN	7/1/2020	14,0756.55	21.97
											7/1/2027	14,654.28 14 948 54	22.41 22.86
											7/1/2023	15,249,34	23.32
										BRN BRN	7/1/2024 7/1/2025	15,556.68 15,870 46	23.79 24 77
331MN 920	GSA - US Dept of Labor	11/15/1998	12/31/2018	3,499	7,385.33	25.33					7/1/2026	16,190.98	24,76
331MN 950	Paelec/Windstream	1/1/1998	12/31/2020	416	2,081.64	60.05	75.90			BRN	1/1/2019	00 PPF C	21 05
331MN CON03	City of Minneapolis	12/1/2005	3/31/2019	Ð					10 PEA		1/1/2020	2,208.41	63.70
331MN COND5	Green Cloud Technologies, LLC	10/1/2007	9/30/2010	o							נו ולכח וא	452.39	0.00
331MN CON06	Paetec/Windstream	1/1/2008	10/31/2022	o									
331MN CON07	Comcast	8/1/2008	7/31/2018	٥					200.000				
331MN CON10	Hennepin County	11/1/2000	1/31/2015	٥									
331MN SKYA	Reit Management	8/24/1981	12/31/2099	o			399,94						
331MN SKYB	The Hotel Minneapolis	8/24/1981	12/31/2099	o			310.69						
331MN SKYD	Moses Evans	11/1/2014	11/30/2014	o	150,00								
Totals:	Occupied Sqft: Leased/Unoccupied Sqft: Vacant Sqft: Total Sqft:	53.76% 46.24%	37 Units 0 Units 24 Units 61 Units	60,393 0 51,944 . 112,337	115,219.06 115,219.06	-	37,712,90 2,733.84		4,939,82				
Grand Total:	Occupied Sqft: Leased/Unoccupied Sqft: Vacant Sqft: Total Sqft:	53.76% 46.24%	37 Units 0 Units 24 Units 61 Units	60,393 0 51,944 112,337	115,219,06 115,219,06		37,712,90 2,733.84		4,939.62				
v = Excluded from	v = Excluded from totals, space occupied by another tenant	ant'											

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LIMITED WARRANTY DEED

eCRV Number: <u>87533</u> Deed Tax Due Hereon: <u>\$29,240,0</u>0 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-ofway, 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]

{2984-192 00223103/ }

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

GRANTOR:

DCI MINNEAPOLIS VENTURE, LLC, a Delaware limited liability company

By: Name: Daniel A. Schryer Spencer Mullee

Its: Managing Member Authorized Signatory

STATE OF SS COUNTY OF SS

Spencer Mullee, Authorized Signatory

This instrument was acknowledged before me on <u>Sept 26</u>, 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.



Name:

Notary Public

(Seal of Notary)

My commission expires: Apr A1, 20.

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.

NOTICE TO TENANTS

Re: Sale of 331 2nd Ave South, Minneapolis, MN

Dear Tenant:

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

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

Very truly yours,

SELLER:

DCI MINNEAPOLIS VENTURE, LLC,

a Delaware limited liability company

By:

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

Dated as of: October 1, 2018

TENANT RENT STATEMENT & INVOICE

LEASED PREMISES:	TENANT:	LANDLORD:
331 2 nd Avenue South Suites 801 and 930 Minneapolis, MN 55401	Windstream NTI, LLC Successor to Norlight Telecommunications, Inc. 11101 Anderson Drive, Suite 100 Little Rock, AR 72212	331 2 nd Ave S Novel Coworking LLC 318 W Adams Street, Suite 2000 Chicago, IL 60606
Landlord's Contact & Authorized Agent: Attn: Wolfgang Sauermann Tel: 615/330-1291 sauerman@bellsouth.net	Tenant's Billing & Accounting Contact: Windstream Communications, LLC Attn: Network Optimization 11101 Anderson Drive, Suite 100 Little Rock, AR 72212 Mail Stop: 2523-B5-F01-1A	Landlord's Billing & Accounting Contact: Attn: Anthony Cuddi Tel: 978-979-4233 anthony@novelcoworking.com

STATEMENT DATE: 4/1/19		ACCOUNT	NO.
TENANT: Windstream NTI, LLC c/o Windstream Network Leases PO Box 25410 Little Rock, AR 7222-1541	INVOICE #: 034937	NTI	1

MAKE CHECKS PAYABLE TO: 331 2 nd Ave S Novel Coworking LLC		BALANCE DUE		12,173.79	
Date	Code	Description	Charges	Payments	Amount Due
4/1/2019	CAM	CAM Charges	522.69	0.00	522.69
4/5/2019	MSC	Miscellaneous Tenant	300.00	0.00	300.00
4/1/2019 4/1/2019		Parking - Tenant Traditional Rent	200.00 11,151.10	0.00 0.00	200.00 11,151.10

			4/1/19		ACCOUNT NUMBER	
Please send this portion of the statement with your remittance.		INVOICE #: 034937 Windstream NTI, LLC Windstream Network Leases		NTI	1	
331 2 nd Ave S Novel 318 W Adams Stree Chicago, IL 60606	the second se					
Current	30	60	90	120	BALANCE	DUE
12,173.79	0.00	0.00	0.00	0.00	12,173.	79