

Lease Abstract

Lease : Happy, Healthy & Hopeful LLC (t0001825)

Lease Information

Name	Happy, Healthy & Hopeful LLC	Status	Current
DBA	Anytime Fitness	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	HEALTH CLUBS/GYMS/DANCE STUDIO
Location	Diffley Marketplace	Contract Area	4,120.00 (GLA)
Customer	Anytime Fitness	Area	4,120.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 86,520.00
Base Currency	usd	Rent Per Area	usd 21.00
Primary Contact		Deposit	7,695.00
Name	Alison Langley	Lease Term	From 10/15/2010 To 3/31/2021
Office Phone			
Cell Phone			
E-Mail	alisonraelangley@gmail.com		

Space

Unit	Building	Floor	Area	Amendment Type
011		1	4,120.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	10/15/2010	10/24/2010	5,836.67	Monthly	Monthly	Flat Amt	usd		4,120.00	1.42 / Mo	0.00	Original Lease	011
prev	Base Rent - Previous Owner	10/15/2010	10/24/2010	-5,836.67	Monthly	Monthly	Flat Amt	usd		4,120.00	-1.42 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	10/25/2010	3/28/2011	5,836.67	Monthly	Monthly	Flat Amt	usd		4,120.00	1.42 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	3/29/2011	3/31/2012	5,836.67	Monthly	Monthly	Flat Amt	usd		4,120.00	1.42 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	4/1/2012	3/31/2013	6,180.00	Monthly	Monthly	Flat Amt	usd		4,120.00	1.50 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	4/1/2013	3/31/2014	6,523.33	Monthly	Monthly	Flat Amt	usd		4,120.00	1.58 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	4/1/2014	3/31/2015	6,866.67	Monthly	Monthly	Flat Amt	usd		4,120.00	1.67 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	4/1/2015	3/31/2016	7,210.00	Monthly	Monthly	Flat Amt	usd		4,120.00	1.75 / Mo	0.00	Original Lease	011
brre	Base Rent - Retail	4/1/2016	3/31/2021	7,210.00	Monthly	Monthly	Flat Amt	usd		4,120.00	1.75 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	10/29/2010	2/28/2011	1,069.09	Monthly	Monthly	Flat Amt	usd		4,120.00	0.26 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	3/1/2011	2/29/2012	714.13	Monthly	Monthly	Flat Amt	usd		4,120.00	0.17 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	3/1/2012	2/28/2014	1,329.44	Monthly	Monthly	Flat Amt	usd		4,120.00	0.32 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	3/1/2014	2/28/2015	1,483.00	Monthly	Monthly	Flat Amt	usd		4,120.00	0.36 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	2/1/2015	2/28/2015	1,513.28	Monthly	Monthly	Flat Amt	usd		4,120.00	0.37 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	3/1/2015	3/31/2016	2,239.64	Monthly	Monthly	Flat Amt	usd		4,120.00	0.54 / Mo	0.00	Original Lease	011
came	CAM Estimated Escrow	4/1/2016	3/31/2019	2,239.64	Monthly	Monthly	Flat Amt	usd		4,120.00	0.54 / Mo	0.00	Original Lease	011

came	CAM Estimated Escrow	4/1/2019	3/31/2021	1,834.02	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	0.45 / Mo	0.00	Original Lease	011
misc	Miscellaneous	1/1/2011	3/31/2016	42.20	Annual	Monthly	Flat Amt	usd		4,120.00	0.01 / Yr	0.00	Original Lease	011
misc	Miscellaneous	4/1/2016	3/31/2021	42.20	Annual	Annual	Flat Amt	usd		4,120.00	0.01 / Yr	0.00	Original Lease	011
rete	Real Estate Tax Escrow	10/29/2010	6/30/2011	1,140.77	Monthly	Monthly	Flat Amt	usd		4,120.00	0.28 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	1,311.21	Monthly	Monthly	Flat Amt	usd		4,120.00	0.32 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	1,664.30	Monthly	Monthly	Flat Amt	usd		4,120.00	0.40 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	2,016.74	Monthly	Monthly	Flat Amt	usd		4,120.00	0.49 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	2,103.34	Monthly	Monthly	Flat Amt	usd		4,120.00	0.51 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	8/1/2015	3/31/2016	2,100.14	Monthly	Monthly	Flat Amt	usd		4,120.00	0.51 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	4/1/2016	8/31/2016	2,100.14	Monthly	Monthly	Flat Amt	usd		4,120.00	0.51 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	2,070.61	Monthly	Monthly	Flat Amt	usd		4,120.00	0.50 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	2,127.72	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	0.52 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	2,178.20	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	0.53 / Mo	0.00	Original Lease	011
rete	Real Estate Tax Escrow	9/1/2019	3/31/2021	1,855.46	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	0.45 / Mo	0.00	Original Lease	011
rcbo	Rental Conc - Buildout	10/25/2010	3/28/2011	-5,836.67	Monthly	Monthly	Flat Amt	usd		4,120.00	-1.42 / Mo	0.00	Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2016	4/30/2016	-2,239.64	Monthly	Monthly	Flat Amt	usd		4,120.00	-0.54 / Mo	0.00	Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2017	4/30/2017	-2,239.64	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.54 / Mo	0.00	Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2018	4/30/2018	-2,239.64	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.54 / Mo	0.00	Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2019	4/30/2019	-1,834.02	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.45 / Mo	0.00	Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2020	4/30/2020	-1,834.02	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.45 / Mo	0.00	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2016	4/30/2016	-7,210.00	Monthly	Monthly	Flat Amt	usd		4,120.00	-1.75 / Mo	0.00	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2017	4/30/2017	-7,210.00	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-1.75 / Mo	0.00	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2018	4/30/2018	-7,210.00	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-1.75 / Mo	0.00	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2019	4/30/2019	-7,210.00	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-1.75 / Mo	0.00	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2020	4/30/2020	-7,210.00	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-1.75 / Mo	0.00	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2016	4/30/2016	-2,100.14	Monthly	Monthly	Flat Amt	usd		4,120.00	-0.51 / Mo	0.00	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2017	4/30/2017	-2,070.61	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.50 / Mo	0.00	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2018	4/30/2018	-2,127.72	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.52 / Mo	0.00	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2019	4/30/2019	-2,178.20	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	-0.53 / Mo	0.00	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2020	4/30/2020	2,178.20	Monthly	Monthly	Flat Amt	usd	0.00	4,120.00	0.53 / Mo	0.00	Original Lease	011

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
asgn	Assignment Fees	5/30/2018	5/30/2018								Original Lease	011
brre	Base Rent - Retail	10/25/2010	3/28/2011								Original Lease	011
brre	Base Rent - Retail	3/29/2011	3/31/2012								Original Lease	011
brre	Base Rent - Retail	4/1/2012	3/31/2013								Original Lease	011
brre	Base Rent - Retail	4/1/2013	3/31/2014								Original Lease	011
brre	Base Rent - Retail	4/1/2014	3/31/2015								Original Lease	011
brre	Base Rent - Retail	4/1/2015	3/31/2016								Original Lease	011
brre	Base Rent - Retail	4/1/2016	3/31/2021								Original Lease	011
came	CAM Estimated Escrow	4/1/2016	3/31/2019								Original Lease	011
came	CAM Estimated Escrow	4/1/2019	3/31/2021								Original Lease	011
came	CAM Estimated Escrow	3/1/2014	2/28/2015								Original Lease	011
came	CAM Estimated Escrow	3/1/2015	3/31/2016								Original Lease	011
came	CAM Estimated Escrow	2/1/2015	2/28/2015								Original Lease	011
came	CAM Estimated Escrow	10/29/2010	2/28/2011								Original Lease	011
came	CAM Estimated Escrow	3/1/2011	2/29/2012								Original Lease	011
came	CAM Estimated Escrow	3/1/2012	2/28/2014								Original Lease	011
misc	Miscellaneous	1/1/2011	3/31/2016								Original Lease	011
misc	Miscellaneous	4/1/2016	3/31/2021								Original Lease	011
prev	Base Rent - Previous Owner	10/15/2010	10/24/2010								Original Lease	011
prev	Base Rent - Previous Owner	10/15/2010	10/24/2010								Original Lease	011
rcbo	Rental Conc - Buildout	10/25/2010	3/28/2011								Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2016	4/30/2016								Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2017	4/30/2017								Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2018	4/30/2018								Original Lease	011

rcca	Rental Conc - CAM Abatements	4/1/2019	4/30/2019	Original Lease	011
rcca	Rental Conc - CAM Abatements	4/1/2020	4/30/2020	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2016	4/30/2016	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2017	4/30/2017	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2018	4/30/2018	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2019	4/30/2019	Original Lease	011
rcra	Rental Conc - Rent Abatements	4/1/2020	4/30/2020	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2018	4/30/2018	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2016	4/30/2016	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2017	4/30/2017	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2019	4/30/2019	Original Lease	011
rctx	Rental Conc - TAX Abatements	4/1/2020	4/30/2020	Original Lease	011
rete	Real Estate Tax Escrow	10/29/2010	6/30/2011	Original Lease	011
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	Original Lease	011
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	Original Lease	011
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	Original Lease	011
rete	Real Estate Tax Escrow	8/1/2015	3/31/2016	Original Lease	011
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	Original Lease	011
rete	Real Estate Tax Escrow	4/1/2016	8/31/2016	Original Lease	011
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	Original Lease	011
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	Original Lease	011
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	Original Lease	011
rete	Real Estate Tax Escrow	9/1/2019	3/31/2021	Original Lease	011

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	011	UTL	cz2c	1302304 Non OEA Expenses	5/1/2019	3/31/2021	12		0.00	22,668.68	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	011	UTL	cz7c	1032304 IN & UT	5/1/2019	3/31/2021	12		0.00	22,668.68	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	011	NCC	retc	Real Estate Tax - 75610	5/1/2019	3/31/2021	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	011	UTL	d12c	Def CAM - Parking Lot	5/1/2019	3/31/2021	12		0.00	22,668.68	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	011	UTL	cz1c	1302304 OEA exp Ex IN, UT	5/1/2019	3/31/2021	12		0.00	22,668.68	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	126	10/15/2010	3/31/2021	011

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Custom	Active		3/31/2021	3/31/2021	Relocation Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Monthly Base Rent or Additional Rent shall be due for the months of April 2016, April 2017, April 2018, April 2019, April 2020 during the Extension Period (the "Abatement Months"). (3rd Amend, Sec. 3, Pg. 1-2)	Original Lease
accs	Access	Upon reasonable prior notice, but in no event less than 24 hours, LL may enter the Premises during T's business hours for purposes of inspection, to show the Premises to prospective purchasers and lenders, or to perform maintenance and repair obligations imposed upon LL by the Lease, LL agrees to use its best efforts to keep such entries to a minimum and, further, during any such entry, LL shall use its best efforts not to disturb or inconvenience T in the conduct of T's business in the Premises. (Lease, Sec. 20, Pg. 22)	Original Lease
base	Base Rent	Rent Changeover Day: On the first day of each and every month. Proration: If the Base RCD occurs on a day other than the first day of a month, then the Monthly Base Rent for the period from the Base Rent CD until the first day of the month next following shall be prorated accordingly. Lease Year: Lease Year shall be defined as that 12 month period during the Primary Term or any Renewal Term commencing on the first day of the calendar month next following the CD or the annual anniversary. Prepaid Rent: No Lease Provision. (Lease, Sec. 1(A), 3, Pg. 3, 7-8)	Original Lease
brok	Brokers	Broker: Mid-America Real Estate Minnesota, LLC and Brent Godbout of Franchise Real Estate to a separate agreement. Commission: LL shall pay brokerage fee. (Lease, Sec. 42, Pg. 30)	Original Lease
came	CAM Notes	PRS: Shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg as determined by LL. Denom Exclusions: Excluding any interior common area (e.g., maintenance room) as determined by LL. The extent that any T of the Property or a portion thereof, w/ the consent of LL, contracts separately for any of the services included w/in Maintenance Costs (e.g., trash removal) such that the cost for the service as provided to such tenant is paid directly by such tenant and not by LL. Estimates and its frequency: Initially shall not exceed \$6.52/sf. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: No Lease Provision. CAP and its exclusions: Initially \$6.52/sf. For each subsequent LY following the initial full CY of the Extension Period, shall not increase more than 3% on a cumulative and compounded basis, of the preceding CY. Capital Expense: Cam Includes, Capital Expenditures means those expenditures which, in accordance W/ GAAP, are not fully chargeable to current expense in the year the expenditure is incurred, Maintenance Costs shall include any capital expenditures. Exclusion: Standard. Reconciliation Deadline: W/in 120 days following the end of each calendar year, LL shall furnish T w/ a statement. Audit Right: T shall have the right (upon ten (10) days advance, written notice by T to LL) to inspect the books and records of LL w/ respect to any costs or item which is passed through to T and/or to challenge Maintenance Costs for the two Lease Years immediately preceding such inspection or challenge. (3rd amend, Sec. 6, 7, Pg. 2; Lease, Sec. (LDS(3), 7, Pg. 1, 10-14)	Original Lease
cotn	Co-Tenancy	No Lease Provision	Original Lease
crda	Critical Date Note	<p>"Abatement months. No Monthly Base Rent or Additional Rent shall be due for the months of April 2016, April 2018, April 2019, April 2020 during the Extension Period (the "Abatement Months"). The entire Monthly Base Rent and Additional Rent otherwise due and payable during the Abatement Months shall become immediately due and payable upon the occurrence of an event of default by Tenant under this Lease.</p> <p>Critical Date 4/1/2018 (4/1/19, 4/1/20)</p> <p>Follow Up With: Jacki Voss</p> <p>LTG 3/15/17: More research needed. Move critical date to 4/1/2017. LTG</p> <p>4/5/17 - Per email reponse from JV move date forward one year"</p>	Original Lease
dark	Go Dark Right	No Lease Provision	Original Lease
deft	Default	Monetary: W/in five (5) days from the date payment is due. Non-Monetary: 30 days after written notice from LL to T. (Lease, Sec. 21, Pg. 23)	Original Lease
docu	List of Documents	1) Lease dated 07/16/2010. 2) Guaranty dated 07/16/2010. 3) First Amendment to Lease dated 10/11/2010. 4) Second Amendment to Lease dated 03/15/2013. 5) Third Lease Amendment dated 01/20/2016. 6) Assignment and Assumption of Lease and Amendment to Lease dated 05/07/2018	Original Lease
estl	Estoppel	W/in ten (10) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct. (Lease, Sec. 33, Pg. 29)	Original Lease
exclx	Exclusivities-X	So long as Tenant is not in default, Landlord agrees to refrain from renting or approving a sublease within any portion of the Building, for any business whose primary purpose is a health club facility or similar use, whether unisex or limited to use by one gender.	Original Lease

guar	Guar/L.C./Indem.	Effective 05/30/2018, Lease shall be amended to include the Guaranty of Alison R. Langley. (Assign dated 05/30/2018, Sec. 8(B), Pg. 2)	Original Lease
		Effective 05/30/2018, Guarantor (Joe Longville) shall be released from the obligations under the Lease. (Assign dated 05/30/2018, Sec. 5, Pg. 2)	
		Guarantor Name: Joe Longville. Limitation of Liability: Guarantor's liability under this Guaranty shall be limited to (i) One Hundred Thousand and No/100 Dollars (\$100,000.00), or the aggregate amount of all of T's obligations under the Lease for the balance of the Term thereof (w/out discount for present value), whichever is less, plus (ii) any and all costs of collection and interest on the sum described in clause (i) at the /annum rate of the lesser of (a) the greater of eight percent (8%) and two percent (2%) in excess of the prime rate as reported in the Wall Street Journal and (b) the maximum rate permitted by law from and after demand for payment by LL. In addition, in the event that T is not in default under the Lease prior to the end of the first (15th) Lease Year, then from and after the end of such 1 Lease Year the amount set forth in clause (i) above shall be reduced by twenty percent (20% for each Lease Year thereafter, such that (as an example) the amount set forth in clause (i) above shall be reduced to \$80,000 at the end of the Lease Year in the event that T is not in default under the Lease at the end of such 1st Lease Year, the amount set forth in clause (i) above shall be reduced to \$60,000 at the end of the 2nd Lease Year in the event that T is not in default under the Lease at the end of such 2nd Lease Year and Guarantor shall have no liability under this Guaranty in the event that T has not defaulted under the Lease prior to the end of the fifth (5th) Lease Year Only sums received by the LL directly from Guarantor after LL's demand made under this Guaranty shall be considered payments made hereunder for purposes of the foregoing limitation on liability. (Guaranty)	
hold	Holdover	MTM tenancy, 150% of Last payable base rent and 100% of additional rent. (Lease, Sec. 30, Pg. 28)	Original Lease
insu	Insurance	Included in CAM (Lease, Sec. 7, 17(C), Pg. 10-14, 19)	Original Lease
late	Late Fee	Late Charge: If any Rent is unpaid more than five days after it is due, LL may charge to T an administrative fee of \$250.00 per occurrence. Interest: Plus interest on the unpaid amount from the due date until paid, at 4% over the prime rate set forth in the Wall Street Journal or the maximum permitted by law, whichever is less. NSF Fee: No Lease Provision. (Lease, Sec. 3(C), Pg. 8)	Original Lease
lcon	Landlord Work	T agrees to provide LL w/ a list of any defects in or incomplete items of LL's Work w/in 15 days of the CD or T's opening for business, whichever is earlier Punchlist Items. LL shall be obligated w/in a reasonable amount of time not to exceed 30 days thereafter to cure any Punchlist Items, unless such items require a longer period of cure or weather conditions do not permit completion until a later date. (Lease, Sec. 2(C), Exhibit C, Pg. 6. 41)	Original Lease
llma	LL Maintenance	LL covenants and agrees that it shall maintain or cause to be maintained, subject to reimbursement by T as provided herein, the roof, foundation, structural supports, exterior walls and exterior painting of the Bldg, plumbing and electrical systems to the point of entry to the Premises and the sewer lines serving the Premises, all 'other mechanical. fire protection, security and other bldg systems serving the whole Bldg and not exclusively the Premises, and Common Areas in good order and repair and in compliance w/ all existing and future matters of record affecting the Premises or the Property, including, w/out limitation any easements, covenants, use restrictions and other agreements recorded against the Property. LL shall maintain and administer an HVAC preventative maintenance contract during the term of the Lease and any renewals or extensions thereof, which contract will require inspection twice annually. once at the beginning of the heating season and once at the beginning of the cooling season. said inspection to include, if necessary or desirable, cleaning, lubrication, filter replacement and such other terms as LL may in its sole discretion determine. (Lease, Sec. 7(A, G), Pg. 10, 13)	Original Lease
misc	Miscellaneous	SF Variance: Per Lease dated 07/16/2010, the Premises SF shall be approximately 4,200 SF. However, SF Reference Sheet & JDE Report reflects the SF as 4,120 SF. Hence, abstracted as per JDE Report. MSCA Contribution: T agrees to pay LL on an annual basis, together w/ the January installment of Rent, an amount = \$0.01 per SF of Premises as set forth in the Lease Data Sheet which LL agrees to contribute to the Minnesota Bldg Association's (MSCA) "Penny Per SF" program. LL understands and discloses to T that said funds are intended to be used by the MSCA to lobby the Minnesota State Legislature for reductions in commercial and industrial property taxes, provided that LL has no control over the use or said funds by MSCA and makes no representation other than the foregoing regarding the use of same. (Lease, Sec. 7(H) Pg. 13, 14)	Original Lease
oan	OEA Notes	No Lease Provision	Original Lease
othv	Overtime HVAC	No Lease Provision	Original Lease
outr	Outparcel Restriction	No Lease Provision	Original Lease
pcin	Percentage Rent Information	No Lease Provision	Original Lease
peru	Permitted Use	The Premises shall be used and occupied for (a) the operation of a 24 hour/seven day per week fitness studio/boutique w/ personal training, tanning and sports massage therapy (collectively, the "Primary Use") (Lease, Sec. 1(C), Pg. 4)	Original Lease
pkno	Parking	T shall have the non-exclusive right to use all parking stalls on the Property, subject to exclusive or short-term parking rights which may be granted to other tenants of the Bldg. T agrees to cooperate w/ LL in establishing an employee parking plan for the Property, including using its best efforts to locate employees' vehicles as far from the primary entrances of all tenants of the Bldg as possible. (Lease, Sec. 35, Pg. 29)	Original Lease
prem	Premises Notes	Premises at 1012 Diffey Road, Suites 200-500, Eagan, MN 55123, approximately 4,200 sf. (Lease, LDS(3), Pg. 1)	Original Lease
prom	Promotion Fund	No Lease Provision	Original Lease

prou	Prohibited Use	T shall in no event use the Premises or any portion thereof in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body or of any reasonable rules and regulations imposed by LL. T agrees not to (I) permit any practice unlawful under state or federal laws or regulations to be carried on or committed on the Premises; (ii) make use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance therefor; (iii) keep or use or permit to be kept or used on the Premises any flammable fluids, gases (excluding natural gas provided to the Premises by a public utility), or explosives w/out the prior written permission of LL except for normal cleaning products in normal amounts; (iv) use the Premises for any purpose whatsoever which might create a nuisance; (v) deface or injure the Premises; (vi) overload the floor of the Bldg.; (vii) commit or suffer any waste; or (viii) install any electrical equipment that over loads lines, or (ix) cause a default under any easements, covenants, use restrictions or other agreements of record affecting the Premises or the Property.(Lease, Sec. 1(C), 13, Pg. 4, 16-17)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision	Original Lease
rdus	Radius Restrictions	No Lease Provision	Original Lease
rean	REA Notes	No Lease Provision	Original Lease
restx	Restrictions-X	Tenant shall not make any (1) exterior or structural alterations (including, without limitation, roof penetrations or installation of equipment or other improvements on the roof or any other alterations which Would impair any warranties, e.g., roof warra.nty, related to the Demised Premises or the Building), or (2) any non-structural interior alterations costing in excess of \$25,000,00 in the aggregate in any calendar year, in any portion of the Demised Premises without, in each instance, first obtaining the written. consent of Landlord which shall not he unreasonably withheld, delayed or conditioned, provided Tenant furnishes to Landlord such plans, specifications, coststimatesardt other information as Landlord may reasonably request, and subJect to the terms and conditions of any Mortgage. SECTION F-I. Control ofCommon Areas. The sidewalks, halls, passages, exits, entrances, ofthe Building shall not be obstructed by Tenant or used by it for all purposes other than for ingress to and egress from the Demised Premises. The halls, passages, exits, and entrances are for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the sole judgment of Iandlord would be prejudicial to the safety, chanlcter, reputation and interests of the Building, except in areas that Landlord may designated as Common Areas from time to time. SECTION F-II. Antennas. Tehant shall not install any radio or television antenna; loudspeaker or other device on the toof or exterior walls ofthe Building. SECTION F-13. Loading and Unloading. All loading and unloading pfmerchandise, supplies, materials, garbage and refuse and deliVery ofsame to the Demised Premises shall be made only through such entryways, at suchtimes andac~or~ing to such routes as Landlord shall designate.In its use of the loading areas, Tenant shall not obstruct or permit the obstruction of said loading and at no time shall Tenant park vehicles therein except for loading and unloading. No deliveries shall beleft unattended in the Common Areas. Tractor trailers shall not be stored in the parking lot. SECTION F-15..Vending Machines. Tenant shall not permit the use or the operation of any vending m(lchineS or pay telephones on the Demised Premises.	Original Lease
restx	Tenant Restrictions	T shall not make any (1) exterior or structural alterations (including, w/out limitation, roof penetrations or installation of equipment or other improvements on the roof or any other alterations which Would impair any warranties, e.g., roof warranty, related to the Premises or the Bldg), or (2) any non-structural interior alterations costing in excess of \$25,000,00 in the aggregate in any calendar year, in any portion of the Premises w/out, in each instance, first obtaining the written. consent of LL which shall not he unreasonably withheld, delayed or conditioned, provided T furnishes to LL such plans, specifications, cost estimates and other information as LL may reasonably request, and subject to the terms and conditions of any Mortgage. (Lease, Sec. 9, Pg. 14-15; Exh F)	Original Lease
retx	Real estate Tax	PRS: T's PRS" shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg as determined by LL. Denom Exclusions: (excluding any interior common area (e.g., maintenance room)). Estimates and its frequency: Estimated by LL and pay monthly. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: LL's income derived from the Premises. Any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon LL, unless any such tax or levy is made or enacted in lieu of ad valorem real estate taxes. Reconciliation Deadline: LL's reasonable estimate provided w/in 60 days of the commencement of each Lease Year. Audit Right: No Lease Provision. (Lease, Sec. (LDE(3), 4, Pg. 8-9)	Original Lease
sakt	Sales Kickout	No Lease Provision	Original Lease
sdpt	Security Deposit	Amount: \$7,695.00 Return and Interest: The Deposit shall be held in an account in LL's name, may be commingled w/ other funds of LL and T shall be entitled to no interest thereon the Deposit shall be returned to T w/in a reasonable period of time following the expiration of said Primary Term. Reduction/Increase: If T defaults under the Lease more than two (2) times during any calendar year, irrespective of whether such default is cured then, w/out limiting LL's other rights and remedies provided for in the Lease or at law or in equity, the Deposit shall automatically be increased to an amount = two (2) times the original Deposit Such increased Deposit shall be due from T immediately upon notice from LL, and LL's failure to demand the increased Deposit when entitled to do so shall not preclude LL from making such demand at a later date. (Lease, Sec. 3 (D), Pg. 8)	Original Lease

sign	Signage	Consent: No Lease Provision. Signage Rights: T shall, after having obtained all necessary government approvals, install and maintain, at T's expense, such signage on the front and rear of the Bldg as is approved by LL. T shall have the right to erect temporary signage or other promotional items that advertise T's grand opening and other significant promotional events. Pylon Sign: T shall also be permitted, at its sole cost and expense, to mount a sign panel on the pylon sign constructed or to be constructed by LL in the approximate location, such panel size and location to be as set forth in Lease. T shall pay, upon demand, a PRS of the costs of constructing said pylon sign based on the size it is allowed for its sign panel. In the event that T fails to mount a sign panel on the pylon sign w/in six (6) months after the later of the CD and the date of completion of construction of such sign, T's right to install a sign panel on the pylon sign shall expire and be deemed waived and released. (Lease, Sec. 11, Pg. 15-16; Exh B)	Original Lease
sppv	Special Provisions	No Lease Provision	Original Lease
stor	Storage	No Lease Provision	Original Lease
subl	Assignment/Sublease	Per Assignment and Assumption of Lease dated 05/30/2018; Fitville, Inc. (Assignor) assigns the Lease to Happy, Healthy, & Hopeful, LLC (Assignee).	Original Lease
		Effective 05/30/2018, Assignor shall be released from the obligations under the Lease. (Assign dated 05/30/2018, Sec. 5, Pg. 2)	
		Guarantor Name: Alison R. Langley. Limitation of Liability: No Lease Provision. (Exhibit H)	
		Effective 05/30/2018, T shall pay to LL a transfer fee of \$2,000.00 upon delivery of T's request to assign the Lease in order to reimburse LL for all of its internal costs and expenses incurred w/ respect to the transfer, including, w/out limitation, costs incurred in connection w/ the review of financial materials, meetings w/ representatives of transferor and/or transferee and preparation, review, approval and execution of the required transfer documentation, and, in addition, T shall reimburse LL for any out-of-pocket costs and expenses incurred w/ respect to such transfer. (Assign dated 05/30/2018, Sec. 8(D), Pg. 3)	
		Consent: T shall not assign, sublease or in any manner transfer the Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises w/out the prior written consent of the LL. Profit Sharing: 100% Assignment Fee: No Lease Provision. Permitted Assignment: T, w/out the prior written consent of LL, transfers stock, partnership interests, LLC membership interests, or any other interest in T, or changes any agreement regarding control of T or T's business, if the same will result in a change of "control" of T. "Control" shall mean, w/ respect to a corporation, the ownership, directly or indirectly, of stock possessing, or the right to exercise, at least 51% of the total combined voting power of all classes of the controlled corporation's stock issued, outstanding and entitled to vote for the election of directors, and w/ respect to a partnership or other business entity, the ownership, directly or indirectly, of at least 51% of all the legal and equitable interests, and in any event shall also mean the ability to control the day-to-day affairs of T's business. Recapture Rights: LL may, in the event T requests consent to an assignment or sublease, elect to terminate the Lease as to the portion of the Premises for which T proposes a sublease or to terminate the Lease in its entirety in the event T proposes a full assignment, effective as of the date T proposes the sublease or assignment to take place, and enter into a new lease w/ the proposed assignee or subtenant, provide that any such termination may be conditioned upon an acceptable lease being entered into between LL and the proposed assignee/subtenant. (Lease, Sec. 19, Pg. 21-22)	
subo	Subordination	T's rights hereunder are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate LL bldgs of which the Premises are a part. In addition, upon written request of LL, or any mortgagee or beneficiary of LL. T will in writing, subordinate its right hereunder to the interest of any ground LL of the Property and to the lien of any mortgage or deed of trust or ground lease individually a Mortgage now, or hereafter in force against the Property and to all advances made or hereafter to be made upon the security thereof; provided, however, the subordination of T's rights hereunder is conditioned upon the ground LL, beneficiary or the mortgagee named in said Mortgage agreeing that T's peaceable possession of the Premises and its rights under the Lease will not be disturbed so long as T is not in default under the term of the Lease beyond any applicable notice and cure periods. (Lease, Sec. 5, Pg. 9-10)	Original Lease
taap	Tenant Approval	No Lease Provision	Original Lease
term	Term Notes	Lease Commencement date:10/15/2010. Rent Commencement date: 03/29/2011. Expiration date: 03/31/2021. (CD: Per Lease, CD shall begin on the date upon which LL's Work, and the Premises is delivered to T. RCD: Additional Rent shall begin to accrue on the date which is 14 days after the CD or opening for business, whichever is earlier. The Base Annual Rent shall begin to accrue on the date is 150 days after the Additional RCD. In the absence of mentioned dates, abstract assumes to reflect CD & RCD as per JDE report.) (Lease, Sec. 1(A), Pg. 3-4)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$30,000.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: w/in 15 days after the date T's Work is completed in accordance w/ the terms of the Lease and T has submitted to LL a written statement requesting such payment the unamortized portion of the Construction Allowance previously paid by LL, shall become "Additional Rent" immediately due and payable to LL. If T fails to file a complete application for the Construction Allowance w/in one (1) year after the CD. Supervision/Management Fee: No Lease Provision. (3rd Amend, Sec. 5, Pg. 2)	Original Lease

tins	Tenant's Insurance Requirement	T's insurance shall meet LL's current minimum standards as follows: General Liability limits minimum of: \$1,000,000 per occurrence. General Liability limits minimum of: \$2,000,000 in aggregate. General Liability policy must be written on a per location basis. General Liability policy must show evidence of Fire Legal Liability. Auto Liability limits minimum of: \$1,000,000 (if necessary) Umbrella (Excess) Insurance minimum of: \$5,000,000. Worker's Compensation must have WC Statutory Limits Employers Liability policy limits minimum of: \$500,000 for each accident. Employers Liability policy limits minimum of: \$500,000 for each disease - employee. Employers Liability policy limits minimum of: \$500,000 for each disease - policy limit. Additional Insured endorsement of: Inland TRS Property Management, Inc. as managing agent for the owner and Inland Diffley Marketplace, L.L.C. are endorsed as additional insured on liability policies and such insurance is primary non-contributory w/ any other insurance available to owner and property manager. Dram Shop/Liquor Liability minimum of: \$1,000,000 per occurrence. Physical (a.k.a. Content or Property) Damage Insurance Plate Glass Insurance Extra Expense & Business Interruption loss of rents for a period of not less than twelve (12) months of Minimum Rent and Additional Rent naming LL as loss payee. (3rd Amend, Sec. 8, Pg. 2-3)	Original Lease
ttma	TT Maintenance	T covenants and agrees that it shall, at its sole cost and expense. maintain or cause to be maintained the Premises, including, w/out limitation, mechanical systems (electrical, HVAC, plumbing, etc.), interior utility lines, window glass, doors, and T's signage in good order and repair. T shall pay to LL the costs or any repairs or maintenance to common areas or utility lines caused by acts of T. T shall pay to LL on a monthly basis and together w/ T's PRS of Maintenance Costs the estimated monthly costs incurred by LL in connection w/ such HVAC preventative maintenance contract and in connection w/ enforcing any HVAC warranties on T's behalf. T shall at its sole cost and expenses repair and replace the HVAC system when required. (Lease, Sec. 7(F, G), Pg. 13)	Original Lease
util	Utilities	Premises: T shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used w/in the Premises commencing w/ the CD. T shall be responsible for the payment of any sewer and water access charges or hook-up fees or similar utility fees in excess of the minimum fee which is charged for retail commercial space, it being acknowledged that certain uses, e.g., food service, result in increased charges. Separately Metered/Non Separately Metered: T shall not install any equipment which can exceed the capacity of any utility facilities serving the Bldg. and if any equipment installed by T requires additional utility facilities the same shall be installed at T's expense in compliance w/ all code requirements and plans and specifications which must be approved in advance in writing by LL. (Lease, Sec. 14, Pg. 17)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing	Happy, Healthy, & Hopeful LLC	Alison Langley	992 Monarch Trail,Eagan,MN 55123		alisonraelangley@gmail.com
CAM		Happy, Healthy, & Hopeful LLC	992 Monarch Trail,Eagan,MN 55123		
Commercial Cafe Contact	Happy, Healthy, & Hopeful LLC	Alison Langley	No address Listed		alisonraelangley@gmail.com
Guarantor		Alison R. Langley	992 Monarch Trail,Eagan,MN 55123		
Notice		Happy, Healthy, & Hopeful LLC	992 Monarch Trail,Eagan,MN 55123		
Taxes		Happy, Healthy, & Hopeful LLC	992 Monarch Trail,Eagan,MN 55123		

Lease : Newport Clippers, Inc. (t0001827)

Lease Information

Name	Newport Clippers, Inc.	Status	Current
DBA	Great Clips	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	BEAUTY SALONS/BARBERS
Location	Diffley Marketplace	Contract Area	1,153.00 (GLA)
Customer	Great Clips	Area	1,153.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 36,792.24
Base Currency	usd	Rent Per Area	usd 31.91
		Deposit	0.00
Primary Contact		Lease Term	From 1/2/2009 To 3/31/2024
Name	Newport Clippers, Inc.		
Office Phone	(763) 458-0168 x		
Cell Phone			
E-Mail	gm_jeremy.bauernfeind@greatclips.net		

Space

Unit	Building	Floor	Area	Amendment Type
006		1	1,153.00	Renewal

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Amt Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	1/2/2009	3/1/2009	2,402.08	Monthly	Monthly	Flat Amt	usd		1,153.00	2.08 / Mo	0.00	Original Lease	006
prev	Base Rent - Previous Owner	3/2/2009	10/24/2010	2,402.08	Monthly	Monthly	Flat Amt	usd		1,153.00	2.08 / Mo	0.00	Original Lease	006
brre	Base Rent - Retail	10/25/2010	3/31/2011	2,402.08	Monthly	Monthly	Flat Amt	usd		1,153.00	2.08 / Mo	0.00	Original Lease	006
brre	Base Rent - Retail	4/1/2011	3/31/2013	2,522.19	Monthly	Monthly	Flat Amt	usd		1,153.00	2.19 / Mo	0.00	Original Lease	006
brre	Base Rent - Retail	4/1/2013	3/31/2015	2,648.06	Monthly	Monthly	Flat Amt	usd		1,153.00	2.30 / Mo	0.00	Original Lease	006
brre	Base Rent - Retail	4/1/2015	3/31/2017	2,780.65	Monthly	Monthly	Flat Amt	usd		1,153.00	2.41 / Mo	0.00	Original Lease	006
brre	Base Rent - Retail	4/1/2017	3/31/2019	2,919.97	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	2.53 / Mo	0.00	Original Lease	006
brre	Base Rent - Retail	4/1/2019	3/31/2021	3,066.02	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	2.66 / Mo	0.00	Renewal	006
brre	Base Rent - Retail	4/1/2021	3/31/2023	3,218.79	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	2.79 / Mo	0.00	Renewal	006
brre	Base Rent - Retail	4/1/2023	3/31/2024	3,380.21	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	2.93 / Mo	0.00	Renewal	006
came	CAM Estimated Escrow	10/25/2010	2/28/2011	407.50	Monthly	Monthly	Flat Amt	usd		1,153.00	0.35 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	3/1/2011	2/29/2012	413.92	Monthly	Monthly	Flat Amt	usd		1,153.00	0.36 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	3/1/2012	2/28/2013	492.14	Monthly	Monthly	Flat Amt	usd		1,153.00	0.43 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	3/1/2013	2/28/2014	565.96	Monthly	Monthly	Flat Amt	usd		1,153.00	0.49 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	3/1/2014	2/28/2015	633.83	Monthly	Monthly	Flat Amt	usd		1,153.00	0.55 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	2/1/2015	2/28/2015	515.52	Monthly	Monthly	Flat Amt	usd		1,153.00	0.45 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	3/1/2015	3/31/2019	891.59	Monthly	Monthly	Flat Amt	usd		1,153.00	0.77 / Mo	0.00	Original Lease	006
came	CAM Estimated Escrow	4/1/2019	3/31/2024	977.40	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	0.85 / Mo	0.00	Renewal	006
misc	Miscellaneous	1/1/2011	3/31/2019	11.53	Annual	Annual	Flat Amt	usd		1,153.00	0.01 / Yr	0.00	Original Lease	006
misc	Miscellaneous	4/1/2019	3/31/2024	11.53	Annual	Annual	Flat Amt	usd	0.00	1,153.00	0.01 / Yr	0.00	Renewal	006
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	329.17	Monthly	Monthly	Flat Amt	usd		1,153.00	0.29 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	511.44	Monthly	Monthly	Flat Amt	usd		1,153.00	0.44 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	553.41	Monthly	Monthly	Flat Amt	usd		1,153.00	0.48 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	604.47	Monthly	Monthly	Flat Amt	usd		1,153.00	0.52 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	612.14	Monthly	Monthly	Flat Amt	usd		1,153.00	0.53 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	598.39	Monthly	Monthly	Flat Amt	usd		1,153.00	0.52 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	575.20	Monthly	Monthly	Flat Amt	usd		1,153.00	0.50 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	590.33	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	0.51 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	11/1/2018	3/31/2019	605.55	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	0.53 / Mo	0.00	Original Lease	006
rete	Real Estate Tax Escrow	4/1/2019	8/31/2019	605.55	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	0.53 / Mo	0.00	Renewal	006
rete	Real Estate Tax Escrow	9/1/2019	3/31/2024	520.04	Monthly	Monthly	Flat Amt	usd	0.00	1,153.00	0.45 / Mo	0.00	Renewal	006

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	4/1/2019	3/31/2021								Renewal	006
brre	Base Rent - Retail	4/1/2021	3/31/2023								Renewal	006

brre	Base Rent - Retail	4/1/2023	3/31/2024	Renewal	006
brre	Base Rent - Retail	4/1/2011	3/31/2013	Original Lease	006
brre	Base Rent - Retail	4/1/2013	3/31/2015	Original Lease	006
brre	Base Rent - Retail	4/1/2015	3/31/2017	Original Lease	006
brre	Base Rent - Retail	4/1/2017	3/31/2019	Original Lease	006
brre	Base Rent - Retail	10/25/2010	3/31/2011	Original Lease	006
came	CAM Estimated Escrow	4/1/2019	3/31/2024	Renewal	006
came	CAM Estimated Escrow	10/25/2010	2/28/2011	Original Lease	006
came	CAM Estimated Escrow	3/1/2011	2/29/2012	Original Lease	006
came	CAM Estimated Escrow	3/1/2012	2/28/2013	Original Lease	006
came	CAM Estimated Escrow	3/1/2013	2/28/2014	Original Lease	006
came	CAM Estimated Escrow	3/1/2015	3/31/2019	Original Lease	006
came	CAM Estimated Escrow	2/1/2015	2/28/2015	Original Lease	006
came	CAM Estimated Escrow	3/1/2014	2/28/2015	Original Lease	006
misc	Miscellaneous	1/1/2011	3/31/2019	Original Lease	006
misc	Miscellaneous	4/1/2019	3/31/2024	Renewal	006
prev	Base Rent - Previous Owner	1/2/2009	3/1/2009	Original Lease	006
prev	Base Rent - Previous Owner	3/2/2009	10/24/2010	Original Lease	006
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	Original Lease	006
rete	Real Estate Tax Escrow	4/1/2019	8/31/2019	Renewal	006
rete	Real Estate Tax Escrow	9/1/2019	3/31/2024	Renewal	006
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	Original Lease	006
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	Original Lease	006
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	Original Lease	006
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	Original Lease	006
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	Original Lease	006
rete	Real Estate Tax Escrow	11/1/2018	3/31/2019	Original Lease	006

rete Real Estate Tax Escrow 5/1/2013 5/31/2014
 rete Real Estate Tax Escrow 6/1/2012 4/30/2013

Original Lease 006
 Original Lease 006

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	006	CAM	d12c	Def CAM - Parking Lot	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	006	CAM	cz3c	1302303 Non OEA Expenses	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	006	CAM	cz6c	1032303 IN & UT	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	006	CAM	cz0c	1302303 OEA exp Ex in,ut,mgmt	4/1/2019	3/31/2024	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	006	TAX	retc	Real Estate Tax - 75610	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Renewal	Renewal Option	Activated	60	4/1/2019	3/31/2024	006
Original Lease	Original Lease	Superseded	123	1/2/2009	3/31/2019	006

Options						
Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		3/31/2024	7/5/2023	2nd Renewal Option	Renewal
Renewal	Exercised		3/31/2019	7/4/2018	1st Renewal Option	Original Lease
Custom	Active		3/31/2019	3/31/2019	Relocation Option	Original Lease

Other Lease Provisions / Clauses			
Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision.	Original Lease
accs	Access	No Lease Provision.	Original Lease
base	Base Rent	April 1, 2019 - March 31, 2021 - \$3066.02 April 1, 2021 - March 31, 2023 - \$3218.79 April 1, 2023 - March 31, 2024 - \$3380.21. (Option Notice Letter dated 06/07/2018)	Renewal
base	Base Rent	Rent Changeover Day: On the first day of each and every month during the Term. Proration: If the RCD occurs on a day other than the first day of a month, then the Monthly Base Rent for the period from the RCD until the first day of the month next following shall be prorated accordingly. Lease Year: "Lease Year" shall be defined as that 12 month period during the Primary Term or any Renewal Term commencing on the first day of the calendar month next following the RCD or the annual anniversary thereof as may be applicable; provided, however, that the first Lease Year shall include that period of time from the CD up to the last day of the calendar month in which the RCD falls. Prepaid Rent: No Lease Provision. (Lease, Sec. 1(A), 3(B), Pg. 4, 7)	Original Lease
brok	Brokers	Broker: Northmarq. Commission: LL shall pay a brokerage fee to pursuant to a separate agreement. (Lease, Sec. 42, Pg. 30)	Original Lease
came	CAM Notes	PRS: T PRS shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg. T's PRS is estimated at 11.5%. Denom Exclusions: Excluding any interior common area and the square footage of separately maintained or directly paid by T are excluded from the square footage of the building. Estimates and its frequency: Monthly. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: A management fee equal to the market rate which would from time to time be charged in the Minneapolis/St. Paul metropolitan area by unaffiliated third party property managers of first class retail projects of similar size. Admin Fee: No Lease Provision. CAP and its exclusions: No Lease Provision. Capital Expense: It means those expenditures which, in accordance w/ generally accepted accounting principles, are not fully chargeable to current expense in the year the expenditure is incurred. Maintenance Costs shall include any Capital Expenditures. Exclusion: Standard exclusions. Reconciliation Deadline: W/in 120 days following the end of each calendar year, LL shall furnish T w/ a statement, certified as correct by LL's managing agent, showing the total Maintenance Costs for the calendar year just expired, the amount of T's PRS of such Maintenance Costs and payments made by T during such calendar year under the Lease. Audit Right: T shall have the right (upon ten (10) days advance, written notice by T to LL) to inspect the books and records of LL w/ respect to any costs or item which is passed through to T and/or to challenge Maintenance Costs for the two Lease Years immediately preceding such inspection or challenge. (Lease, Sec. Lease Data Sheet (3), 7(B), (E), Pg. 1, 12)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	No Lease Provision.	Original Lease
docu	List of Documents	1. Lease Agreement dated on 11/03/2008. 2. First Amendment to Lease dated 11/2008.	Original Lease
docu	List of Documents	Option Notice Letter dated 06/07/2018. 5 Years Extension and remaining 5 years.	Renewal
estl	Estoppel	Instrument will be completed by the other party and delivered to the requesting party w/in ten (10) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct. (Lease, Sec. 33, Pg. 28-29)	Original Lease
excl	Exclusivities-X	Landlord shall not rent or approve sublease for any business whose primary purpose is haircutting & styling salon; however, Landlord may lease or sublet to business whose primary purpose is full service hair salon, services by appointment only, does not compete with Great Clips in budget segment of market.	Original Lease
guar	Guar/L.C./Indem.	Great Clips, Inc. and Gary and Renae Newport. Limitation: Guarantor hereby irrevocably, unconditionally, absolutely guarantees to LL the full and prompt payment of all sums due pursuant to, and full and prompt performance of all obligations of T under or in connection with, the Lease, as the same may be amended and/or extended from time to time, arising during the term of the Lease, as the same may be extended from time to time. (Lease, Sec. 51, Pg. 32)	Original Lease
hold	Holdover	Holdover as an automatic renewal of the Lease for a month to month tenancy subject to all the terms and conditions provided herein, except that Base Rent shall be increased to 200% of the amount of Base Rent payable during the period immediately prior to the termination or expiration. (Lease, Sec. 30, Pg. 28)	Original Lease
insu	Insurance	Included in Maintenance Cost. (Lease, Sec. 17(C), Pg. 18)	Original Lease

late	Late Fee	Late Charge: If any Rent is unpaid more than five (5) days after it is due, in addition to all other remedies set forth herein or available pursuant to Minnesota law, LL may charge to T Administrative fee of \$250.00 per occurrence. Interest: In addition to the Late charge, Interest on the unpaid amount from the due date at 4% over the rate set forth in the Wall Street Journal or the maximum permitted by law, whichever is less. NSF Fee: No Lease Provision. (Lease, Sec. 3(C), Pg. 7-8)	Original Lease
lcon	Landlord Work	LL will use reasonable efforts to commence construction of LL's Work upon execution of the Lease, and to substantially complete LL's Work no later than 01/31/2009. 1. Store front w/ 3'0" x 7' glass door. 2.Rear door per code w/ peephole. 3. All sewer and water hook ups, and all fees and charges associated w/ them paid. Including separate water and sewer meters. 4. All walls sheet rocked, taped, sanded and ready for paint. 5. Floor ready for floor covering. (See Lease for more Information). (Lease, 2(B), Exh C, Pg. 5, 43)	Original Lease
llma	LL Maintenance	LL covenants and agrees that it shall maintain or cause to be maintained, subject to reimbursement by T as provided herein, the roof, foundation, structural supports (and other structural portions), exterior walls and exterior painting of the Bldg., plumbing and electrical systems to the point of entry to the Premises and the sewer lines serving the Premises, all other mechanical, fire protection, security and other bldg. systems serving the whole Bldg. and not exclusively the Premises, and Common Areas in good order. and repair and in compliance w/ all existing and future matters of record affecting the Premises or the Property, including, w/out limitation any easements, covenants, use restrictions and other agreements recorded against the Property. (Lease, Sec. 7, Pg. 10)	Original Lease
misc	Miscellaneous	In the event that any contractors or subcontractors of T trigger alarms while performing work in or about the Demised Premises, T shall pay to LL an amount = \$250.00 per incident to compensate LL, plus any charge imposed by any governmental entity for responding to such alarm. (Lease, Sec. 2(D), Pg. 6-7). MCA Contribution: In addition to T's share of Maintenance Costs, T agrees to pay LL on an annual basis, together w/ the January installment of Rent, an amount = \$0.01 per square foot of Premises as set forth in the Lease Data Sheet which LL agrees to contribute to the Minnesota Bldg. Association's ("MSCA") "Primary Per SF" program. (Lease, Sec. 2(D), 7(H), Pg. 6-7, 13) T shall store all its trash and garbage in such location in the Bldg. as may be designated from time to time by LL. No material shall be placed in the Bldg. trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located w/out being in violation of any law or ordinance governing such disposal. LL shall direct the removal of all T's trash and garbage from the Premises at T's expense. (Lease, Sec. Exh F (F-12), Pg. 48)	Original Lease
oean	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	The Premises shall be used and occupied for (a) the operation of a Great Clips unisex hair salon similar to existing location in the Twin Cities metropolitan area. (Lease, Sec. 1(C), Pg. 4)	Original Lease
pkno	Parking	T shall have the non-exclusive right to use all parking stalls on the Property, subject to exclusive or "short-term" parking rights which may be granted to other tenants of the Bldg. T agrees to cooperate w/ LL in establishing an "employee parking" plan for the Property, including using its best efforts to locate employees' vehicles as far from the primary entrances of all tenants of the Bldg as possible. (Lease, Sec. 35, Pg. 29)	Original Lease
prem	Premises Notes	Premises: Approximately 1,153 SF. (Lease, Sec. LDS, 3(a), Pg. 1)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	Windows: No awning, canopy or other projection of any kind over or around the windows or entrances of the Premises shall be installed by T, and such window coverings as are approved by LL shall be used in the Premises. Cooking; Lodging: The Premises shall not be used for lodging or sleeping, and unless ancillary to a restaurant or other food service use specifically authorized in the Lease, no cooking shall be done or permitted by T on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for T and its employees shall be permitted. (Lease, Exh F(F-2), Pg. 47)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restlx	Restrictions LL-X	Landlord shall not rent or approve sublease for any business whose primary purpose is haircutting & styling salon; however, Landlord may lease or sublet to business whose primary purpose is full service hair salon, services by appointment only, does not compete with Great Clips in budget segment of market.	Original Lease
restx	Restrictions-X	Tenant may not violate any governmental regulation or law or any rules and regulations of Landlord.	Original Lease
restx	Tenant Restrictions	T covenants and agrees, at its sole cost and expense, to abide by the provisions of all existing and future matters of record affecting the Premises or the Property, including, w/out limitation any easements, covenants, use restrictions and other agreements recorded against the Property, and pay (at LL's option either directly or to LL) its PRS of all sums and charges thereunder. (Lease, Sec. 1(D), Pg. 5)	Original Lease

retx	Real estate Tax	PRS: T PRS shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg. PRS is estimated at 11.5%. Denominator Exclusions: Excluding any interior common area. Estimates and its frequency: Monthly. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: "Real Estate Taxes" shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or prate tax or capital levy that is or may be imposed upon LL, unless any such tax or levy is made or enacted in lieu of ad valorem real estate taxes. Reconciliation Deadline: No Lease Provision. Audit Right: No Lease Provision. (Lease, Sec. Lease Date Sheet 3, 4(A), (B), Pg. 8)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	No Lease Provision.	Original Lease
sign	Signage	Consent: T shall, after having obtained all necessary government approvals, install and maintain, at T's expense, such signage on the front and rear of the Building as is approved by LL. Signage Rights: T shall have the right to erect temporary signage or other promotional items that advertise T's grand opening and other significant promotional events. Pylon Sign: Pylon Sign: T shall also be permitted, at its sole cost and expense, to mount a sign panel on the pylon sign constructed or to be constructed by LL in the approximate location shown on the Site Plan, such panel size and location to be as set forth on hereto. T shall at its sole cost and expense maintain such panel in good condition and repair and shall be responsible for its PRS (based on panel SF) of electric costs for illuminating such sign and for maintenance of such pylon sign. (Lease, Sec. 11, Pg. 15)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T shall not assign, sublease or in any manner transfer the Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises w/out the prior written consent of the LL. Profit Sharing: No Lease Provision. Assignment Fee: No Lease Provision. Permitted Assignment: T shall be allowed to assign its interest in the Lease to Great Clips, Inc., T's franchisor (hereinafter "Great Clips"). Recapture Rights: No Lease Provision. (Lease, Sec. 19, Pg. 20)	Original Lease
subo	Subordination	Tenant's rights hereunder are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate and/or buildings of which the Demised Premises are a part. In the event of a foreclosure or other acquisition of all or any portion of the Property either pursuant or in lieu thereof or the appointment of a receiver by a court of law, Tenant shall, upon request of such foreclosing or acquiring party (the "New Owner"), nonetheless attorn to and respect such New Owner as the then owner of the Property and thereby entitled to all rights of Landlord pursuant to this Lease, including, without limitation, the right to all rental payments. In addition, upon written request of LL, or any Mortgagee or beneficiary of LL, T will in writing, subordinate its right hereunder to the interest of any ground LL of the Property and to the lien of any mortgage or deed of trust or ground lease now or hereafter in force against the Property and to all advances Made or hereafter to be Made upon the security thereof; provided, however, the subordination of T's rights hereunder is conditioned upon the ground LL, beneficiary or the mortgagee named in said Mortgage agreeing that T's peaceable possession of the Premises and its rights wider the Lease will not be disturbed so long as T is not in default under the term of the Lease beyond any applicable notice and cure periods. (Lease, Sec. 5, Pg. 9)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Lease Commencement Date: 01/02/2009. Rent Commencement date: 03/02/2009. Lease Expiration date: 03/31/2019. (Lease, Sec. 1(A), Pg. 3) (Term Confirmation Agreement dated 02/14/2009)	Original Lease
term	Term Notes	Renewal Start Date: 04/01/2019. Renewal End Date: 03/31/2024. (Option Notice Letter dated 06/07/2018)	Renewal
tiam	Tenant Improvement Allow.	No Lease Provision.	Original Lease
tins	Tenant's Insurance Requirement	Commercial Liability Insurance: Insurance shall be for limits of not less than \$2,000,000.00 each occurrence and \$2,000,000.00 general aggregate (on a "per location" basis), combined Bodily Injury and Property Damage Liability or such higher limits. All risk property insurance covering, fire and extended coverage, vandalism and Malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for the full replacement value, all of T's Property and T's Work located in or w/in the Demised Premises and window glass for the Premises. (Lease, Sec. 17(D),(E), Pg. 18-19)	Original Lease
ttma	TT Maintenance	T covenants and agrees that it shall, at its sole cost and expense, maintain or cause to be maintained the Premises, including, w/out limitation, mechanical systems (electrical, HVAC, plumbing, etc.), interior utility lines, window glass, doors, and T's signage in good order and repair. T shall pay to LL the costs of any repairs or maintenance to common areas or utility lines caused by acts of T. T acknowledges that the Premises shall be served by a new HVAC system which Will be free from defects as of the CD, dedicated exclusively to the Premises. (Lease, Sec. 7 (F), (G), Pg. 12-13)	Original Lease
util	Utilities	Premises: T shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used w/in the Premises. Separately Metered/Non Separately Metered: T shall be responsible for the payment of any sewer and water access charges or hook-up fees or similar utility fees in excess of the minimum fee which is charged for retail commercial space, it being acknowledged that certain uses, e.g., food service, result in increased charges. (Lease, Sec. 14(A), (B), Pg. 16-17)	Original Lease

Contacts					
Role	Company	Name	Address	Phone	Email
Billing		Newport Clippers, Inc.	327 Bluff Road, Carver, MN 55315	(763) 458-0168 x (Office)	gm_jeremy.bauernfeind@greatclips.net
CAM		Newport Clippers, Inc.	327 Bluff Road, Carver, MN 55315		
Commercial Cafe Contact		Newport Clippers, Inc.	No address Listed	(763) 458-0168 x (Office)	gm_jeremy.bauernfeind@greatclips.net
Gross Sales		Newport Clippers, Inc.	327 Bluff Road, Carver, MN 55315		
Guarantor		Great Clips, Inc.	7700 France Avenue South, Suite 425, Minneapolis, MN 55435		
Notice1		Great Clips, Inc.	7700 France Avenue South, Suite 425, Minneapolis, MN 55435		
Notice2		Newport Clippers, Inc.	7700 France Avenue South, Suite 425, Carver, MN 55315		
Store Contact		Rena Newport	No address Listed	(651) 405-6740 x (Office)	renae.newport@greatclips.net
Taxes		Newport Clippers, Inc.	327 Bluff Road, Carver, MN 55315		

Lease : Little Caesar Enterprises, Inc. (t0001828)

Lease Information

Name	Little Caesar Enterprises, Inc.	Status	Current
DBA	Little Caesars	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	FAST FOOD
Location	Diffley Marketplace	Contract Area	1,478.00 (GLA)
Customer	Little Caesars	Area	1,478.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 39,595.68
Base Currency	usd	Rent Per Area	usd 26.79
		Deposit	0.00
Primary Contact		Lease Term	From 1/6/2009 To 3/31/2024
Name	Little Caesar Enterprises, Inc.		
Office Phone			
Cell Phone			
E-Mail	ap@lcpizza.net		

Space

Unit	Building	Floor	Area	Amendment Type
007		1	1,478.00	Renewal

Charge Schedules														
Charge Code	Charge Desc	Date From	Date To	Amt Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	1/6/2009	3/2/2009	2,956.00	Monthly	Monthly	Flat Amt	usd		1,478.00	2.00 / Mo	0.00	Original Lease	007
prev	Base Rent - Previous Owner	3/3/2009	3/31/2010	2,956.00	Monthly	Monthly	Flat Amt	usd		1,478.00	2.00 / Mo	0.00	Original Lease	007
prev	Base Rent - Previous Owner	4/1/2010	10/24/2010	3,015.12	Monthly	Monthly	Flat Amt	usd		1,478.00	2.04 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	10/25/2010	3/31/2011	3,015.12	Monthly	Monthly	Flat Amt	usd		1,478.00	2.04 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2011	3/31/2012	3,075.42	Monthly	Monthly	Flat Amt	usd		1,478.00	2.08 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2012	3/31/2013	3,136.93	Monthly	Monthly	Flat Amt	usd		1,478.00	2.12 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2013	3/31/2014	3,199.67	Monthly	Monthly	Flat Amt	usd		1,478.00	2.16 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2014	3/31/2015	3,263.66	Monthly	Monthly	Flat Amt	usd		1,478.00	2.21 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2015	3/31/2016	3,328.94	Monthly	Monthly	Flat Amt	usd		1,478.00	2.25 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2016	3/31/2019	3,329.20	Monthly	Monthly	Flat Amt	usd		1,478.00	2.25 / Mo	0.00	Original Lease	007
brre	Base Rent - Retail	4/1/2019	3/31/2024	3,299.64	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	2.23 / Mo	0.00	Renewal	007
came	CAM Estimated Escrow	10/25/2010	2/28/2011	522.37	Monthly	Monthly	Flat Amt	usd		1,478.00	0.35 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	3/1/2011	2/29/2012	530.60	Monthly	Monthly	Flat Amt	usd		1,478.00	0.36 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	3/1/2012	2/28/2013	630.86	Monthly	Monthly	Flat Amt	usd		1,478.00	0.43 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	3/1/2013	2/28/2014	725.49	Monthly	Monthly	Flat Amt	usd		1,478.00	0.49 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	3/1/2014	2/28/2015	812.49	Monthly	Monthly	Flat Amt	usd		1,478.00	0.55 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	2/1/2015	2/28/2015	660.82	Monthly	Monthly	Flat Amt	usd		1,478.00	0.45 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	3/1/2015	3/31/2016	1,142.90	Monthly	Monthly	Flat Amt	usd		1,478.00	0.77 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	4/1/2016	3/31/2019	919.49	Monthly	Monthly	Flat Amt	usd		1,478.00	0.62 / Mo	0.00	Original Lease	007
came	CAM Estimated Escrow	4/1/2019	3/31/2024	1,036.69	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	0.70 / Mo	0.00	Renewal	007
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	421.91	Monthly	Monthly	Flat Amt	usd		1,478.00	0.29 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	655.60	Monthly	Monthly	Flat Amt	usd		1,478.00	0.44 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	709.40	Monthly	Monthly	Flat Amt	usd		1,478.00	0.48 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	774.86	Monthly	Monthly	Flat Amt	usd		1,478.00	0.52 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	784.68	Monthly	Monthly	Flat Amt	usd		1,478.00	0.53 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	8/1/2015	3/31/2016	767.06	Monthly	Monthly	Flat Amt	usd		1,478.00	0.52 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	4/1/2016	8/31/2016	767.06	Monthly	Monthly	Flat Amt	usd		1,478.00	0.52 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	737.33	Monthly	Monthly	Flat Amt	usd		1,478.00	0.50 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	756.73	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	0.51 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	11/1/2018	3/31/2019	776.24	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	0.53 / Mo	0.00	Original Lease	007
rete	Real Estate Tax Escrow	4/1/2019	8/31/2019	776.24	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	0.53 / Mo	0.00	Renewal	007
rete	Real Estate Tax Escrow	9/1/2019	3/31/2024	666.63	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	0.45 / Mo	0.00	Renewal	007
rcra	Rental Conc - Rent Abatements	4/1/2016	5/31/2016	-3,329.20	Monthly	Monthly	Flat Amt	usd		1,478.00	-2.25 / Mo	0.00	Original Lease	007
rcra	Rental Conc - Rent Abatements	4/1/2017	5/31/2017	-3,329.20	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	-2.25 / Mo	0.00	Original Lease	007
rcra	Rental Conc - Rent Abatements	4/1/2018	5/31/2018	-3,329.20	Monthly	Monthly	Flat Amt	usd	0.00	1,478.00	-2.25 / Mo	0.00	Original Lease	007

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	4/1/2019	3/31/2024								Renewal	007
brre	Base Rent - Retail	4/1/2011	3/31/2012								Original Lease	007
brre	Base Rent - Retail	4/1/2012	3/31/2013								Original Lease	007
brre	Base Rent - Retail	4/1/2013	3/31/2014								Original Lease	007
brre	Base Rent - Retail	4/1/2014	3/31/2015								Original Lease	007
brre	Base Rent - Retail	4/1/2015	3/31/2016								Original Lease	007
brre	Base Rent - Retail	10/25/2010	3/31/2011								Original Lease	007
brre	Base Rent - Retail	4/1/2016	3/31/2019								Original Lease	007
came	CAM Estimated Escrow	10/25/2010	2/28/2011								Original Lease	007
came	CAM Estimated Escrow	4/1/2019	3/31/2024								Renewal	007
came	CAM Estimated Escrow	3/1/2011	2/29/2012								Original Lease	007
came	CAM Estimated Escrow	3/1/2012	2/28/2013								Original Lease	007
came	CAM Estimated Escrow	3/1/2013	2/28/2014								Original Lease	007
came	CAM Estimated Escrow	3/1/2014	2/28/2015								Original Lease	007
came	CAM Estimated Escrow	3/1/2015	3/31/2016								Original Lease	007
came	CAM Estimated Escrow	2/1/2015	2/28/2015								Original Lease	007
came	CAM Estimated Escrow	4/1/2016	3/31/2019								Original Lease	007
prev	Base Rent - Previous Owner	1/6/2009	3/2/2009								Original Lease	007
prev	Base Rent - Previous Owner	3/3/2009	3/31/2010								Original Lease	007
prev	Base Rent - Previous Owner	4/1/2010	10/24/2010								Original Lease	007
rcra	Rental Conc - Rent Abatements	4/1/2016	5/31/2016								Original Lease	007
rcra	Rental Conc - Rent Abatements	4/1/2017	5/31/2017								Original Lease	007
rcra	Rental Conc - Rent Abatements	4/1/2018	5/31/2018								Original Lease	007

rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	Original Lease	007
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	Original Lease	007
rete	Real Estate Tax Escrow	11/1/2018	3/31/2019	Original Lease	007
rete	Real Estate Tax Escrow	8/1/2015	3/31/2016	Original Lease	007
rete	Real Estate Tax Escrow	4/1/2016	8/31/2016	Original Lease	007
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	Original Lease	007
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	Original Lease	007
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	Original Lease	007
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	Original Lease	007
rete	Real Estate Tax Escrow	4/1/2019	8/31/2019	Renewal	007
rete	Real Estate Tax Escrow	9/1/2019	3/31/2024	Renewal	007
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	Original Lease	007

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	007	CAM	cz0c	1302303 OEA exp Ex in,ut,mgmt	4/1/2019	3/31/2024	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	007	CAM	cz3c	1302303 Non OEA Expenses	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	007	CAM	cz6c	1032303 IN & UT	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	007	TAX	retc	Real Estate Tax - 75610	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	007	CAM	d12c	Def CAM - Parking Lot	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Renewal	Extension Term	Activated	60	4/1/2019	3/31/2024	007
Original Lease	Original Lease	Superseded	123	1/6/2009	3/31/2019	007

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		3/31/2024	10/1/2023	Option 1 – Assignment & Amendm	Renewal
Renewal	Exercised		3/31/2019	10/1/2018	1st Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	An abatement of Base Rent shall be granted for the following months: April 2016, May2016, April2017, May 2017, April 2018, and May 2018 (the "Abatement Months"). T shall pay all Additional Rent, if any, for the Abatement Months pursuant to the Lease. (1st Amend, Sec. 3, Pg. 1)	Original Lease
accs	Access	Upon reasonable prior notice, but in no event less than 24 hours (except in the case of an emergency), LL may enter the Premises during T's business hours for purposes of inspection, to show the Premises to prospective purchasers and lenders, or to perform maintenance and repair obligations imposed upon LL by the Lease. (Lease, Sec. 20, Pg. 23)	Original Lease
base	Base Rent	Rent Changeover Day: In advance, On the 1st day of each and every month. Proration: If the RCD occurs on a day other than the first day of a month, then the Monthly Base Rent for the period from the RCD until the first day of the month next following shall be prorated. Lease Year: Lease Year shall be defined as that 12 month period during the Primary Term or any Renewal Term commencing on the first day of the calendar month next following the RCD or the annual anniversary thereof as may be applicable; provided, however, that the first Lease Year shall include that period of time from the CD up to the last day of the calendar month in which the RCD falls. Prepaid Rent: No lease Provision. (Lease, Sec. 1(A), 3(B), Pg. 4, 8)	Original Lease
base	Base Rent	Rent Changeover Day: On or Before first day of each month. In the event that LL accelerates Rent hereunder, LL shall be only entitled to accelerate rent in intervals of three (3) months. (Assign, Sec. 8(b, K), Pg. 3, 5)	Renewal
brok	Brokers	Broker, shall be deleted in its entirety. (Assign, Sec. 8 (L), Pg. 5)	Renewal
brok	Brokers	T's Broker: Welsh Companies. Commission: LL shall pay a brokerage commission pursuant to a separate agreement (which shall include \$3.00 per SF of the Premises payable to T's broker). (Lease, Sec. 42, Pg. 31)	Original Lease
came	CAM	T shall pay all items of Additional Rent, and other charges required to be paid pursuant to the Lease, including but not limited to, Maintenance costs and Real Estate taxes. (Assign, Sec. 8(c), Pg. 3)	Renewal
came	CAM Notes	PRS: T's PRS shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg. Denom Exclusions: (excluding any interior common area (e.g., maintenance room)) as determined by LL and the SF of separately maintained or directly paid by T are excluded from the SF of the bldg. Billing frequency: Monthly. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: a management fee equal to the market rate which would from time to time be charged in the Minneapolis/St. Paul metropolitan area by unaffiliated third party property managers of first class retail projects of similar size, as reasonably adjusted for inflation. Admin Fee: No Lease Provision. CAP and its exclusions: No Lease Provision. Capital Expense: It means those expenditures which, in accordance w/ generally accepted accounting principles, are not fully chargeable to current expense in the year the expenditure is incurred. Maintenance Costs shall include any Capital Expenditures. Exclusion: Standard exclusions. Reconciliation Deadline: W/in 120 days following the end of each calendar year, LL shall furnish T w/ a statement. Audit Right: T shall have the right (upon ten (10) days advance, written notice by T to LL) to inspect the books and records of LL w/ respect to any costs or item which is passed through to T and/or to challenge Maintenance Costs for the two Lease Years immediately preceding such inspection or challenge. (Lease, Lease Data Sheet (3), 7(B)-7(E), Pg. 1, 11-13)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: W/in five (5) days from the date such payment is due. Non-Monetary: 30 days after written notice thereof by LL. (Lease, Sec. 21, Pg. 23)	Original Lease
docu	List of Documents	1) Lease Agreement dated 10/27/2008. 2) Lease Amendment dated 02/08/2016. (1st Amend)	Original Lease
docu	List of Documents	1) The Assignment, Assumption and Amendment to Lease dated 10/23/2018 - 5 Year Extension with one option remaining (Assign). 2) Estoppel Certificate dated 10/23/2018 (Estoppel).	Renewal
estl	Estoppel	At any time and from time to time either party, upon request of the other party, will execute, w/in ten (10) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct. (Lease, Sec. 33, Pg. 29)	Original Lease
exclx	Exclusivities-X	E. Exclusive Use. Landlord shall not permit, during the Primary Term or any Renewal Term, in the Building, the operation or maintenance, other than by Tenant, of a facility which sells or offers carry-out, delivery, or sit down pizza, except other tenants in the Building shall have the right to sell pizza products as long as such sales do not constitute more than ten percent (10%) of such tenants sales. Landlord shall not grant any existing or future tenant an exclusive right to sell any food or beverage that would prohibit Tenant from selling pizza, Italian specialties, pasta, bread products, salads, sandwiches, or dessert items.	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Joseph T. Nachtrab, Michael John McGuire and Rekha McGuire. Limitation of Liability (Charge and Term): Guarantor's liability under this Guaranty shall be limited (i) the unamortized portion the Allowance of \$34,956.00, which amount shall be amortized by the timely payment of Rent over the initial seven (7) year term of the Lease at an amortization rate of 9%, plus (ii) any and all costs of collection and interest on the sum described in clause (i) at the /annum rate of the lesser of 18% or the maximum rate permitted by law from and after such demand. Only sums received by the LL directly from Guarantor after LL's demand made under this Guaranty shall be considered payments made hereunder for purposes of the foregoing limitation on liability. (Lease, Sec. 51, Guaranty dated 10/23/2008, Pg. 32, 1-6)	Original Lease

guar	Guar/L.C./Indem.	Outstanding Balance; Assignor and Guarantors Not Released. There is current outstanding balance of \$20,848.17 on Assignor's account. LL reserves all rights to pursue such amount due from Assignor. Upon payment of the Outstanding Balance in full, Assignor and Guarantor's shall be released from there respective obligations under the Lease and the Guaranty. Until such Outstanding Balance is paid in full, Assignor and Guarantors shall not be released from their respective obligations under the Lease and the Guaranty. (Assign, Sec. 5, Pg. 1)	Renewal
hold	Holdover	Guarantor shall be deleted in its entirety. (Lease, Sec. 8(n), Pg. 5) Holdover as an automatic renewal of the Lease for a month to month tenancy subject to all the terms and conditions provided herein, except that Base Rent shall be increased to 150% of the amount of Base Rent payable during the period immediately prior to the termination or expiration. (Lease, Sec. 30, Pg. 28).	Original Lease
insu	Insurance	Included in CAM. (Lease, Lease Data Sheet (3), 7(B)-7(E), Pg. 1, 11-13)	Original Lease
late	Late Fee	Late Charge: If any Rent is unpaid more than five (5) days after it is due, LL may charge to T an administrative fee of \$250.00 per occurrence. Interest: In addition, T shall bear interest on the unpaid amount from the due date until paid, at 4% over the prime rate set forth in the Wall Street Journal or the maximum permitted by law, whichever is less. NSF Fee: No Lease Provision. (Lease, Sec. 3(c), Pg. 8-9)	Original Lease
lcon	Landlord Work	LL will use reasonable efforts to commence construction of LL's Work upon (i) execution of the Lease, and to substantially complete LL's Work no later than 01/01/2009. LL's Work shall mean the construction by LL, at its sole cost and expense, of those improvements, alterations and additions. LL's Work: 1) Concrete Slab in approximately front 2/3 of premises 2) Sheetrocked demising partition walls 3) Standard HVAC system w/ supply ducts and controls at 1 ton per every 350 SF 4) Standard 200 AMP electrical service w/ no Interior Electrical, distribution. 5) Sprinkler installation w/ upturned heads 6) Plumbing rough-In for restroom 7) Outlet to storefront sign 8) Rear access door 9) Standard storefront (Lease, Exhibit- C, Sec. 2(B), Pg. 6, 44)	Original Lease
llma	LL Maintenance	LL covenants and agrees that it shall maintain or cause to be maintained, subject to reimbursement by Tenant as provided herein, the roof, foundation, structural supports (and other structural portions), exterior walls and exterior painting of the Bldg., plumbing and electrical systems to the point of entry to the Premises and the sewer lines serving the Premises, all other mechanical, fire protection, security and other bldg. systems serving the whole Bldg. and not exclusively the Premises, and Common Areas in good order and repair and in compliance with all existing and future matters of record affecting the Premises or the Property, including, without limitation any easements, covenants, use restrictions and other agreements recorded against the Property. (Lease, Sec. 7(A), Pg. 11)	Original Lease
misc	Miscellaneous	Antennas: T shall not install any radio or television antenna; loudspeaker or other device on the roof or exterior walls of the Bldg. Trash: T shall store all its trash and garbage in such location in the Bldg. as may be designated from time to time by LL. No material shall be placed in the Bldg. trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located w/out being in violation of any law or ordinance governing such disposal. LL shall direct the removal of all T's trash and garbage from the Premises at T's expense. Alarm System: In the event that any contractors or subcontractors of T trigger alarms while performing work in or about the Premises, T shall pay to LL an amount = \$250.00 per incident to compensate LL, plus any charge imposed by any governmental entity for responding to such alarm. Patio Area: T may also use a portion of the sidewalk adjacent to the Premises, for patio seating, provided that (1) such patio area shall be wholly contained w/in the area (2) T bears all costs of acquisition and installation of tables, chairs, etc., and of maintaining and keeping in good condition and repair the patio areas and all improvements or appurtenances thereto, notwithstanding that the same may be part of the Common Areas. See Lease for complete details. (Lease, Sec. 1(F), 2(D), Exhibit F(F-11, F-12), Pg. 5-6, 8, 48)	Original Lease
misc	Miscellaneous	Outstanding Balance; Assignor and Guarantors Not Released. There is current outstanding balance of \$20,848.17 on Assignor's account. LL reserves all rights to pursue such amount due from Assignor. Upon payment of the Outstanding Balance in full, Assignor and Guarantor's shall be released from there respective obligations under the Lease and the Guaranty. until such Outstanding Balance is paid in full, Assignor and Guarantors shall not be released from their respective obligations under the Lease and the Guaranty. (Assign, Sec. 5, Pg. 1)	Renewal
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	The Premises shall be used and occupied for the retail sales of pizza, Italian specialties, pasta, bread products, salads, sandwiches, dessert items, promotional items, and any other items sold by Little Caesar stores (collectively, the "Primary Use"). (Lease, Sec. 1(C), Pg. 4)	Original Lease
pkno	Parking	T shall have the non-exclusive right to use all parking stalls on the Property, subject to exclusive or "short-term" parking rights which may be granted to other tenants of the Bldg. T agrees to cooperate w/ LL in establishing an "employee parking" plan for the Property, including using its best efforts to locate employees' vehicles as far from the primary entrances of all T's of the Bldg. as possible. LL shall post and maintain signage designating the two (2) parking spaces immediately in front of the Premises as "10 Minute Parking". (Lease, Sec. 35, Pg. 29-30)	Original Lease
prem	Premises Notes	T leases the Premises of 1,478 SF. (Lease, Lease Data Sheet (3), Pg. 1)	Original Lease

prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	Windows: No awning, canopy or other projection of any kind over or around the windows or entrances of the Premises shall be installed by T, and such window coverings as are approved by LL shall be used in the Premises. Cooking; Lodging: The Premises shall not be used for lodging or sleeping, and unless ancillary to a restaurant or other food service use specifically authorized in the Lease, no cooking shall be done or permitted by T on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for T and its employees shall be permitted. (Lease, Exhibit F(F-2, F-3), Pg. 47)	Original Lease
pvox	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restx	Restrictions-X	SECTION F-10. Concessionaires. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Demised Premises of, or use or permit the use of sidewalk for the sale of newspapers, magazines, periodicals, or any other goods, merchandise or service, nor shall Tenant carry one, or permit or allow any employee or other person to carry one, business in or from the Demised Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Demised Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in the Lease. SECTION F-11. Antennas. Tenant shall not install any radio or television antenna; loudspeaker or other device on the roof or exterior walls of the Building. SECTION F-15. Vending Machines. Tenant shall not permit the use or the operation of any vending machines or pay telephones on the Demised Premises. SECTION F-20. Obnoxious Activities Not Permitted. Tenant will not without the written consent of Landlord or as otherwise provided for herein, maintain any merchandise or other articles in any vestibule or entry of the Demised Premises or outside of the Demised Premises; use or permit any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, radio or broadcasts within the Demised Premises which are audible or visible outside the Demised Premises; cause or permit odors to emanate or be dispelled from the Demised Premises; except within the Demised Premises, solicit business or distribute advertising material within the Building, permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas; or receive or ship articles of any kind except through service facilities designated by Landlord. 9 - Tenant shall not make any (1) exterior or structural alterations (including, without limitation, roof penetrations or installation of equipment or other improvements on the roof or any other alterations which would impair any warranties, e.g., roof warranty, related to the Demised Premises or the Building), or (2) any non-structural interior alterations costing in excess of \$25,000.00 in the aggregate in any calendar year, in any portion of the Demised Premises without, in each instance, first obtaining the written consent of Landlord which shall not be unreasonable withheld, delayed or conditioned, provided Tenant furnishes to Landlord such plans, specifications, cost estimates and other information as Landlord may reasonably request, and subject to the terms and conditions of any Mortgage. 14B - Tenant shall not install any equipment which can exceed the capacity of any utility facilities as specified in Exhibit C and if any equipment installed by Tenant requires additional utility facilities the same shall be installed at Tenants expense in compliance with all code requirements and plans and specifications which must be approved in advance in writing by Landlord.	Original Lease
restx	Tenant Restrictions	T covenants and agrees, at its sole cost and expense, to abide by the provisions of all existing and future matters of record affecting the Premises or the Property, including, w/out limitation any easements, covenants, use restrictions and other agreements recorded against the Property, and pay (at LL's option either directly or to LL) its PRS of all sums and charges thereunder. (Lease, Sec. 1(D), Pg. 5)	Original Lease
retx	Real estate Tax	PRS: T's PRS shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg. Denom Exclusions: (excluding any interior common area (e.g., maintenance room)) as determined by LL. Billing frequency: Monthly. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: Real Estate shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon LL, unless any such tax or levy is made or enacted in lieu of ad valorem real estate taxes. Reconciliation Deadline: LL agrees to provide T w/ a copy of an invoice showing said amount and due date, or a receipt for payment in the event that LL has paid such Real Estate Taxes, or (ii) in monthly payments each in an amount equal to 1/12th of the annual Real Estate Taxes based on LL's reasonable estimate thereof provided w/in 60 days of the commencement of each Lease Year, which amount shall be paid together w/ Monthly Base Rent. A copy of the tax bill or assessment bill submitted by LL to T shall at all time be sufficient evidence of the amount of Real Estate Taxes levied or assessed against the Property to which such bill relates. Audit Right: No Lease Provision. (Lease, Lease Data Sheet (3), Sec. 4, Pg. 1, 9)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sale	Tenant Sales	Financial Statements shall be entirely deleted. (Assign, Sec. 8(M), Pg. 5)	Renewal
sdpt	Security Deposit	No Lease Provision.	Original Lease

sign	Signage	Consent: T shall, after having obtained all necessary government approvals, install and maintain, at T's expense, such signage on the front and rear of the Bldg. as is approved by LL. Signage Rights: T shall have the right to erect temporary signage or other promotional items that advertise T's grand opening and other significant promotional events, including, but not limited to use of a "Little Caesars" balloon on the roof and "Coming Soon" and "Now Open" signs on the Premises. Pylon Sign: T shall also be permitted, at its sole cost and expense, to mount a sign panel on the pylon sign constructed or to be constructed by LL in the approximate location, such panel size and location. T's sign panel must have a white background. T shall at its sole cost and expense maintain such panel in good condition and repair and shall be responsible for its PRS (based on relative panel SF) of electric costs for illuminating such sign and for maintenance of such pylon sign. In the event that T fails to mount a sign panel on the pylon sign w/in six (6) months after the CD, T's right to install a sign panel on the pylon sign shall expire and be deemed waived and released. (Lease, Sec. 11, Pg. 16)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	By and between PET Investments, LLC, (Assignor), and Little Caesar Enterprises, Inc., (Assignee) effective 10/15/2018. Assignment fee: T shall pay to LL a transfer fee of \$2,000.00. Outstanding Balance; Assignor and Guarantors Not Released. There is current outstanding balance of \$20,848.17 on Assignor's account. LL reserves all rights to pursue such amount due from Assignor. Upon payment of the Outstanding Balance in full, Assignor and Guarantor's shall be released from there respective obligations under the Lease and the Guaranty. until such Outstanding Balance is paid in full, Assignor and Guarantors shall not be released from their respective obligations under the Lease and the Guaranty. (Assign, Preamble, Sec. 5, 8(i), Pg. 1, 4)	Renewal
subl	Assignment/Sublease	Consent: T shall not assign, sublease or in any manner transfer the Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises w/out the prior written consent of the LL. Profit Sharing: 50%. Assignment Fee: No Lease Provision. Permitted Assignment: T may, upon prior written notice to LL, sublet the Premises or assign the Lease, w/out the necessity of LL's prior written consent, to: (i) any partnership or limited liability company, the majority interest of which shall be owned by T; (ii) a corporation, the outstanding stock of which is 50% or more owned or controlled by T, or (iii) any approved franchisee of Little Caesar Enterprises, Inc. (and such franchisee shall have the right to reassign the Lease to T) (collectively, an Approved Party). Recapture Rights: LL may, in the event T requests consent to an assignment or sublease, elect to terminate the Lease as to the portion of the Premises for which T proposes a sublease or to terminate the Lease in its entirety in the event T proposes a full assignment, effective as of the date T proposes the sublease or assignment to take place. (Lease, Sec. 19, Pg. 21-22)	Original Lease
subo	Subordination	T's rights are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate and/or bldgs. of which the Premises are a part. In the event of a foreclosure or other acquisition of all or any portion of the Property either pursuant to any such mortgage instrument or in lieu thereof, or the appointment of a receiver by a court of law, T shall, upon request of such foreclosing or acquiring party (the "New Owner"), nonetheless attorn to and respect such New Owner as the then owner of the Property and thereby entitled to all rights of LL pursuant to the Lease, including, w/out limitation, the right to all rental payments. In addition, upon written request of LL, or any mortgagee or beneficiary of LL, T will in writing, subordinate its right hereunder to the interest of any ground LL of the Property and to the lien of any mortgage or deed of trust or ground lease (individually a "Mortgage") now or hereafter in force against the Property and to all advances made or hereafter to be made upon the security. (Lease, Sec. 5, Pg. 10)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	CD: 01/06/2009; The date shall begin upon Delivery Date. Lease is contingent w/ respect to the CD. However, JDE reflects the CD as 01/06/2009. Hence, abstract reflects the CD as 01/06/2009 per JDE Report. RCD: 03/03/2009; The date that is 90 days after the CD or the date that T opens for business w/ sales to the general public. Lease is contingent w/ respect to the RCD. However, JDE reflects the RCD as 03/03/2009. Hence, abstract reflects the RCD as 03/03/2009 per JDE Report. ED: 3/31/2019. (1st Amend, Sec. 1, Pg. 1; Lease, Sec. 1(A), 3(A), Pg. 3, 8)	Original Lease
term	Term Notes	Extension CD: 04/01/2019; ED: 03/31/2024 (Assign)	Renewal
tiam	Tenant Improvement Allow.	Allowance Amount: \$34,956.00 Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL agrees that T's Cash Allowance shall be due and payable w/in 30 days following the last of (i) receipt by LL of properly executed lien waiver forms from each of the contractors performing T's Work, and a lien waiver from T covering all of T's Work, (ii) receipt by LL of T's request to receive such allowance, (iii) receipt by LL of written confirmation that T has accepted the Premises subject to the punch list items, if any, (iv) payment by T of the first full instalment of Base Annual Rent due hereunder, (iv) T's delivery to LL of a copy of the certificate of occupancy issued by the applicable governmental authority and an as-built floor plan, (v) T's opening for business, and (vi) T providing to LL a letter agreement, in form and substance reasonably acceptable to LL, whereby T agrees to indemnify, defend and hold LL harmless from and against any and all claims arising out the performance of T's Work. Supervision/Management Fee: No Lease Provision. (Lease, Sec. Lease Data Sheet (16),2 (E), Pg. 3,8)	Original Lease

tins	Tenant's Insurance Requirement	1) General Liability limits minimum of: \$1,000,000 per occurrence, \$2,000,000 in aggregate on per location basis and must show evidence of Fire Legal Liability. 2) Auto Liability: Limits minimum of \$1,000,000 (if necessary) 3) Umbrella (Excess) Insurance minimum of: \$5,000,000. 4) Worker's Compensation must have WC Statutory Limits. 5) Employers Liability policy limits minimum of: \$1,000,000 for each accident, \$1,000,000 for each disease employee, \$1,000,000 for each disease policy limit, additional Insured of: IRC Retail Centers Management, Inc and IRC Diffley Marketplace, L.L.C., a Delaware limited liability company, are endorsed as additional insureds on liability policy's, and such insurance is primary non-contributory with any other insurance available to owner and property manager. Any and all references in the Lease to "LL" are hereby deemed to mean IRC Diffley Marketplace, LLC. IRC Retail Centers Management, Inc., and each of their respective affiliates, successor, and assigns. 6) Dram Shop/Liquor Liability minimum of: \$1,000,000 per occurrence (if necessary) 7) Physical (a.k.a. Content or Property) Damage Insurance 8) Plate Glass insurance 9) Extra Expense & Business interruption loss of rents for a period of not less than 12 months of Base Rent and Additional Rent naming LL as loss payee. (Assign, Sec. 8(f), Pg. 3-4)	Renewal
tins	Tenant's Insurance Requirement	T agrees to carry Commercial General Liability insurance on the Premises shall be for limits of not less than \$2,000,000.00 each occurrence and \$2,000,000.00 general aggregate (on a per location basis), combined Bodily Injury and Property Damage Liability. Said insurance must be endorsed to be primary to all insurance available to LL, w/ LL's insurance being secondary and non-contributing, shall contain no non-standard, special or unusual exclusions or restrictive endorsements and shall include a deductible amount reasonably acceptable to LL. T may maintain the required liability and property insurance in the form of a blanket policy covering other locations of T in addition to the Premises. T further agrees to carry all risk property insurance covering, fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for the full replacement value, all of T's Property and T's Work located on or w/in the Premises and window glass for the Premises. Additional Insured: LL and LL's designated management company as additional insureds. (Lease, Sec. 17(D), (E), Pg. 19-20)	Original Lease
ttma	TT Maintenance	T covenants and agrees that it shall, at its sole cost and expense, maintain or cause to be maintained the Premises, including, w/out limitation, mechanical systems (electrical, HVAC, plumbing, etc.), interior utility lines, window glass, doors, and T's signage in good order and repair. T shall pay to LL the costs of any repairs or maintenance to common areas or utility lines caused by acts of T. HVAC: T acknowledges that the Premises shall be served by an HVAC system dedicated exclusively to the Premises. T shall pay to LL on a monthly basis and together w/ T's PRS of Maintenance Costs the estimated monthly costs incurred by LL in connection w/ such HVAC preventative maintenance contract and in connection w/ enforcing any HVAC warranties on T's behalf. T shall at its sole cost and expenses repair and replace the HVAC system when required. (Lease, Sec. 7(F) (G), Pg. 14)	Original Lease
util	Utilities	Premises: T shall be responsible for the payment of any sewer and water access charges or hook-up fees or similar utility fees in excess of the minimum fee which is charged for retail commercial space, it being acknowledged that certain uses, e.g., food service, result in increased charges. T shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used w/in the Premises. Separately Metered/Non Separately Metered: T shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by T requires additional utility facilities the same shall be installed at T's expense in compliance w/ all code requirements and plans and specifications which must be approved in advance in writing by LL. (Lease, Sec. 14, Pg. 17-18)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing	Re: Little Caesar's	Little Caesar Enterprises, Inc.	2211 Woodward Avenue, Detroit, MI 48201		ap@lcpizza.net
CAM	Re: Little Caesar's	Little Caesar Enterprises, Inc.	2211 Woodward Avenue, Detroit, MI 48201		Leslie.tozer@lcecorp.com
Commercial Cafe Contact		Little Caesars	No address Listed		ap@lcpizza.net
Gross Sales	Re: Little Caesar's	Little Caesar Enterprises, Inc.	2211 Woodward Avenue, Detroit, MI 48201		ap@lcpizza.net
Notice	Re: Little Caesar's	Little Caesar Enterprises, Inc.	2211 Woodward Avenue, Detroit, MI 48201		ap@lcpizza.net
Send Copy To		Little Caesar Enterprises, Inc.	2211 Woodward Avenue, Detroit, MI 48201		
Store Contact		Terry Ventry	No address Listed	(651) 403-6722 x (Office)	
Taxes	Re: Little Caesar's	Little Caesar Enterprises, Inc.	2211 Woodward Avenue, Detroit, MI 48201		ap@lcpizza.net

Lease : Eagan 2008 LLC #04974 (t0001829)

Lease Information

Name	Eagan 2008 LLC #04974	Status	Current
DBA	Cub Foods #04974	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	SUPERMARKETS
Location	Diffley Marketplace	Contract Area	42,600.00 (GLA)
Customer	Cub Foods	Area	42,600.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 526,110.00
Base Currency	usd	Rent Per Area	usd 12.35
		Deposit	0.00
Primary Contact		Lease Term	From 10/22/2008 To 10/31/2028
Name	Eagan 2008 LLC		
Office Phone	(952) 828-8959 x		
Cell Phone			
E-Mail	Haggath.E.Nadav@unfi.com		

Space

Unit	Building	Floor	Area	Amendment Type
001		1	42,600.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	10/22/2008	10/28/2008	36,742.50	Monthly	Monthly	Flat Amt	usd		42,600.00	0.86 / Mo	0.00	Original Lease	001
prev	Base Rent - Previous Owner	10/29/2008	10/31/2009	36,742.50	Monthly	Monthly	Flat Amt	usd		42,600.00	0.86 / Mo	0.00	Original Lease	001
prev	Base Rent - Previous Owner	11/1/2009	10/24/2010	40,292.50	Monthly	Monthly	Flat Amt	usd		42,600.00	0.95 / Mo	0.00	Original Lease	001
brre	Base Rent - Retail	10/25/2010	10/31/2013	40,292.50	Monthly	Monthly	Flat Amt	usd		42,600.00	0.95 / Mo	0.00	Original Lease	001
brre	Base Rent - Retail	11/1/2013	10/31/2018	42,067.50	Monthly	Monthly	Flat Amt	usd		42,600.00	0.99 / Mo	0.00	Original Lease	001
brre	Base Rent - Retail	11/1/2018	10/31/2023	43,842.50	Monthly	Monthly	Flat Amt	usd	0.00	42,600.00	1.03 / Mo	0.00	Original Lease	001
brre	Base Rent - Retail	11/1/2023	10/31/2028	45,617.50	Monthly	Monthly	Flat Amt	usd	0.00	42,600.00	1.07 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	10/25/2010	12/31/2011	3,639.27	Monthly	Monthly	Flat Amt	usd		42,600.00	0.09 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2012	12/31/2012	5,668.88	Monthly	Monthly	Flat Amt	usd		42,600.00	0.13 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2013	12/31/2013	7,016.21	Monthly	Monthly	Flat Amt	usd		42,600.00	0.16 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2014	12/31/2014	8,093.81	Monthly	Monthly	Flat Amt	usd		42,600.00	0.19 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2015	12/31/2015	9,009.48	Monthly	Monthly	Flat Amt	usd		42,600.00	0.21 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2016	12/31/2016	9,167.81	Monthly	Monthly	Flat Amt	usd		42,600.00	0.22 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2017	12/31/2017	9,169.83	Monthly	Monthly	Flat Amt	usd	0.00	42,600.00	0.22 / Mo	0.00	Original Lease	001
came	CAM Estimated Escrow	1/1/2018	10/31/2028	11,174.63	Monthly	Monthly	Flat Amt	usd	0.00	42,600.00	0.26 / Mo	0.00	Original Lease	001

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	11/1/2013	10/31/2018								Original Lease	001
brre	Base Rent - Retail	11/1/2018	10/31/2023								Original Lease	001
brre	Base Rent - Retail	11/1/2023	10/31/2028								Original Lease	001
brre	Base Rent - Retail	10/25/2010	10/31/2013								Original Lease	001
came	CAM Estimated Escrow	10/25/2010	12/31/2011								Original Lease	001
came	CAM Estimated Escrow	1/1/2012	12/31/2012								Original Lease	001
came	CAM Estimated Escrow	1/1/2013	12/31/2013								Original Lease	001
came	CAM Estimated Escrow	1/1/2014	12/31/2014								Original Lease	001
came	CAM Estimated Escrow	1/1/2015	12/31/2015								Original Lease	001
came	CAM Estimated Escrow	1/1/2016	12/31/2016								Original Lease	001
came	CAM Estimated Escrow	1/1/2017	12/31/2017								Original Lease	001
came	CAM Estimated Escrow	1/1/2018	10/31/2028								Original Lease	001
prev	Base Rent - Previous Owner	10/22/2008	10/28/2008								Original Lease	001
prev	Base Rent - Previous Owner	10/29/2008	10/31/2009								Original Lease	001
prev	Base Rent - Previous Owner	11/1/2009	10/24/2010								Original Lease	001

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	001	CAM	cy9c	LSE 23300 1302302 OEA W ADM	10/22/2008	10/31/2028	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	Y	N					0.00		0.00		GLA		Lot 1 Sub 02 Cub Foods - 01
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	001	CAM	cz4c	lse23300 1032302 Prop 130-160	10/22/2008	10/31/2028	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	Y	N					0.00		86.20		GLA		Lot 1 Sub 02 Cub Foods - 01
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	001	TAX	nont	NO RET Tenant	10/22/2008	10/31/2028	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	Y	N					0.00		0.00		GLA		Lot 1 Sub 02 Cub Foods - 01
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	001	CAM	cz5c	lse23300 1032302 GL,EL, IRR	10/22/2008	10/31/2028	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	Y	N					0.00		0.00		GLA		Lot 1 Sub 02 Cub Foods - 01

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/ Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	241	10/22/2008	10/31/2028	001

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		10/31/2028	10/31/2027	1st Renewal Option	Original Lease
Renewal	Active		10/31/2033	10/31/2032	2nd Renewal Option	Original Lease
Renewal	Active		10/31/2038	10/31/2037	3rd Renewal Option	Original Lease
Renewal	Active		10/31/2043	10/31/2042	4th Renewal Option	Original Lease
Renewal	Active		10/31/2048	10/31/2047	5th Renewal Option	Original Lease
Renewal	Active		10/31/2053	10/31/2052	6th Renewal Option	Original Lease
ROFO	Active		10/31/2028	10/31/2028	Right of 1st Offer	Original Lease
Expansion	Active		10/31/2028	10/31/2028	Expansion Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision.	Original Lease
accs	Access	LL shall have the right, upon reasonable advance written notice, to enter upon the Premises at all reasonable times (and at any time in the event of an emergency) to inspect the same, show the same to prospective lenders and purchasers, to make such repairs, maintenance or replacements as are the responsibility of LL and, during the last 180 days of the Term (or any renewal term as the case may be) to show the same to prospective tenants. (Lease, Sec. 50, Pg. 42)	Original Lease
base	Base Rent	Rent Changeover Day: On or before the first day of each month. Proration: No Lease Provision. Lease Year: "Lease Year" shall mean a twelve-month period beginning on the CD or any anniversary of the CD. If the CD does not occur on the first day of a month, the first Lease Year shall be a period beginning on the CD and ending on the last day of the twelfth full month thereafter, and each subsequent Lease Year shall begin on the anniversary of the first day of the first full month following the CD. Prepaid Rent: No Lease Provision. (Lease, Sec. 2, 8, Pg. 3, 8)	Original Lease
brok	Brokers	No Lease Provision.	Original Lease
came	CAM Notes	PRS: 59.50%. Denominator Exclusions: No Lease Provision. Billing frequency: Monthly. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: Included in CAM. Admin Fee: 15% of the Common Expenses. CAP and its exclusions: No Lease Provision. Capital Expense: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: W/in 45 days after the end of each calendar year, LL shall provide to T a certified statement executed by LL's Chief Financial Officer or Controller or property manager, stating that such statement is, to the best of such person's knowledge, a true and correct accounting of all charges incurred by LL which are included w/in CAM Charges hereunder, that all such charges are properly included as CAM Charges under the terms of the Lease and that CAM Charges were calculated appropriately. Audit Right: T shall have the right to audit LL's books and records (including receipted invoices, canceled checks and other supporting materials and documentation necessary to evidence LL's payment of CAM Charges as described above) pertaining to CAM Charges and the operation and maintenance of the Supermarket Parking Lot for the three (3) calendar years prior to the then current calendar year. LL agrees to make such books, records and supporting materials available to T at LL's office to be maintained w/in the Minneapolis/St. Paul metropolitan area. The cost of such audit shall be paid by T, unless T shall be entitled to a refund in excess of four percent (4%) of the amount calculated by LL, in which case LL shall reimburse T for the costs of such audit (whether such audit was performed by T or by a third party). (Lease, Sec. 14, Pg. 24-28; 3rd Amend, Exhibit E, Sec. F(2), Pg. Exhibit E-Page 7; 4th Amend, Sec. 2, Pg. 1)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	If a business is not operated in the Premises for more than one consecutive year (and periods of re-opening after closure that continue for less than 180 days shall not be considered to interrupt the consecutive period of closure) other than because of eminent domain, damage or destruction to the Premises, remodeling of the Premises, or Force Majeure, then LL shall have an option, for a period of 270 days after the expiration of such six month period, which option shall be exercisable by written notice to T, to terminate the Lease as of the date of such notice. If such termination occurs, LL and T shall have no further obligations under the Lease accruing after such termination, except that T shall have a reasonable period (not to exceed 60 days) after such termination to remove its property and fixtures from the Premises. If LL does not notify T w/in such 270-day period that LL is terminating the Lease, then LL's right to terminate the Lease based upon the Premises not being operated shall lapse. (Lease, Sec. 5.2, Pg. 6)	Original Lease
deft	Default	Monetary: W/in 10 days after T's receipt of notice that such payment is due. Non-Monetary: 30 days after T's receipt of written notice by LL to T. (Lease, Sec. 22.1, Pg. 34)	Original Lease
docu	List of Documents	1. Lease dated 02/29/2008. 2. First Lease Amendment dated 05/02/2008. (1st Amend) 3. Second Lease Amendment dated 05/02/2008. (2nd Amend) 4. Letter dated 11/12/2008. (Commencement Date Letter) 5. Third Lease Amendment dated 12/10/2008. (3rd Amend) 6. Fourth Lease Amendment dated 05/27/2009. (4th Amend) 7. Fifth Lease Amendment dated 10/20/2009. (5th Amend)	Original Lease
estl	Estoppel	W/in 10 days after written request from the other party (but not more often than twice in any 12 month period), execute and deliver to the other party a certificate in the form. (Lease, Sec. 29, Pg. 39)	Original Lease

exclx	Exclusivities-X	5.4. Controlled Area. So long as the Premises is being and has been continuously operated as a grocery store and so long as Tenant is controlled by SUPERVALU INC. or Radermacher Foods of Bagan, Inc. or their respective affiliates, subsidiaries, and/or successors, on any property which is both (i) now or hereafter owned or controlled in whole or in part by Landlord or by an entity or person which controls, is controlled by or is under common control with Landlord, and (ii) located within a radius of three (3) miles from any portion of the Premises, Landlord will not permit the operation of a retail or wholesale supermarket or other store (in excess of 10,000 square feet), or department within a store (in excess of 10,000 square feet), for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats, or delicatessen products, provided that this restriction shall not prohibit the operation of any such store or department which is in operation on the date hereof, whether now owned or hereafter acquired by Landlord or any such store or operation which is owned by a transferee of the Premises and Landlord's interest in this Lease at the time of such transfer. This restriction shall expire and be of no further force and effect upon termination of this Lease. In the event that Landlord transfers its interest in the Premises and this Lease, the foregoing restriction shall one (1) year after such transfer no longer bind the transferor Landlord or entities which control, are controlled by or are under common control with it, but shall (immediately upon such transfer) bind the transferee Landlord and entities which control, are controlled by or are under common control with it. It is agreed that for purposes of determining whether the Premises has been continuously operated as a grocery store, periods of closure due to casualty, remodeling, inventory taking and other similar temporary closures shall not be considered as disrupting the continuous operation of the grocery store.	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Supervalu Inc. and Radermacher Foods Of Eagan, Inc., Amy L. Radermacher-Flink, Stephen L. Radermacher, Joseph T. Radermacher and Paul M. Radermacher. Limitation of Liability (Charge and Term): T's performance of its obligations under the Lease shall be severally guaranteed as follows: (a) by SUPERVALU INC. in the amount of 51%, and (b) by Radermacher Foods Of Eagan, Inc., Amy L. Radermacher-Flink, Stephen L. Radermacher, Joseph T. Radermacher and Paul M. Radermacher in the amount of 49%. (Lease, Sec. 52., Pg. 43)	Original Lease
hold	Holdover	MTM tenancy, 125% of the Base Rent and 100% of Additional Rent immediately prior to the termination or expiration. (Lease, Sec. 44, Pg. 41)	Original Lease
insu	Insurance	Included in CAM. (Lease, Sec. 14, Pg. 24-28)	Original Lease
late	Late Fee	Late Charge: No Lease Provision. Interest: The lesser of (a) the maximum interest rate permitted by law, (b) 4% greater than the prime rate of interest announced by Wells Fargo Bank National Association from time to time as its prime rate for unsecured loans, regardless of what rate such bank actually charges its customers, and (c) the default rate provided for in the mortgage loan documents between LL and its first mortgage lender. NSF Fee: No Lease Provision. (Lease, Sec. 2, Pg. 2)	Original Lease
lcon	Landlord Work	LL shall, at its own cost and expense, cause (a) the Bldg and the Site Improvements to be constructed in substantial conformance w/ the Plans, and (b) the Lot 2 Bldg and the Lot 3 Bldg in substantial conformance w/ the site plans and elevations approved by T. (Lease, Sec. 10.1, Pg. 15)	Original Lease
llma	LL Maintenance	LL shall repair and replace when necessary at LL's sole expense w/out reimbursement, the interior and exterior structural portions of the Bldg, including any required block tuckpointing, the roof (replacement but not repair), the foundation, the structural portion of the walls, floors and ceilings, and electrical services, plumbing, sewer and other utilities outside the Bldg, but excluding maintenance and repairs to the roof and to electrical services, plumbing, sewer and other utilities outside the Bldg. (Lease, Sec. 13.1, Pg. 21)	Original Lease
misc	Miscellaneous	Satellite Dish/Antenna Information: T shall also have the right to install a satellite receiving dish on the roof of the Premises, in compliance w/ all applicable zoning ordinances, and shall be responsible for all roof damage caused by the satellite installation. (Lease, Sec. 21, Pg. 34)	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	The Premises may be used for any lawful purpose that is in accordance w/ the Declaration, provided that T shall initially open to the public the business in the Premises as a grocery store. (Lease, Sec. 5, Pg. 6)	Original Lease
pkno	Parking	LL agrees that the Premises Parking Lot shall following initial construction contain sufficient parking spaces to comply w/ applicable codes. LL shall use commercially reasonable efforts to prohibit employees of other tenants or other occupants in the S/C from parking in the Premises Parking Lot. (Lease, Sec. 9.2.4, Pg. 12)	Original Lease
prem	Premises Notes	T leases Approximately 42,600 SF. (Lease, Sec. 2, Pg. 1)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	No Lease Provision.	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	W/in a radius of three (3) miles from any portion of the Premises. (Lease, Sec. 5.4, Pg. 7)	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease

restlx	Restrictions LL-X	9.2.6 Declaration. Landlord shall not consent to extinguish, amend, modify, alter, extend or terminate any portion of the Declaration (including the exhibits thereto) without the prior written consent of Tenant, which consent shall not be unreasonably withheld or delayed, provided that Landlord may amend the Declaration without Tenants consent to conform the Site Plan of the Declaration and square footage of Lots with the subdivision of the Shopping Center, as more fully described in the Declaration, so long as such revised Site Plan does not show a material difference in the size and configurations of Lots 1, 2 or 3, or change the Permissible Building Areas (as such term is defined in the Declaration) on Lot 4 and, if applicable, Lot 5, or change any of the Permanent Driveway, the East Entrance or the Diffley Entrance. Landlord shall not, without the prior written consent of Tenant, which consent may be withheld by Tenant in Tenants sole and absolute discretion, affirmatively waive any right under the Declaration, exercise any approval rights given to Landlord under the Declaration, or fail to object to any matter to which a request for approval is submitted in writing to Landlord if such failure to object operates as an approval under the Declaration.	Original Lease
restx	Tenant Restrictions	No Lease Provision.	Original Lease
retx	Real estate Tax	Included in CAM. (Lease, Sec. 14, Pg. 24-28)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	No Lease Provision.	Original Lease
sign	Signage	Consent: T may, at its option and at its own cost and expense, and subject to the prior written consent of LL which shall not be unreasonably withheld, conditioned or delayed, install and maintain on the Premises signs of such size, color and design as T elects, subject to local sign ordinances and applicable bldg codes, obtaining any required governmental approvals and LL's consent, which shall not be unreasonably withheld, conditioned or delayed. Signage Rights: T may install signage of the type and design as is shown on the Site Plan w/out LL's approval. Pylon Sign: No Lease Provision. (Lease, Sec. 21, Pg. 33-34)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T shall at all times have the right to assign the Lease or sublet all or part of the Premises w/out the consent of LL. Profit Sharing: No Lease Provision. Assignment Fee: No Lease Provision. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 20, Pg. 33)	Original Lease
subo	Subordination	LL will furnish to T, w/in 60 days after the Execution Date, a Subordination, Non-Disturbance and Attornment Agreement in substantial conformance w/ the form (the "Subordination Agreement") executed in recordable form by LL and the holder of such mortgage or ground lease, which T (and its subtenants or assigns) shall execute. T agrees that, if requested by LL, T will enter into a Subordination Agreement in substantial conformance w/ the form w/ the holder of any mortgage which may hereafter encumber me Premises. (Lease, Sec. 30, Pg. 39)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Lease Commencement Date (LCD): 10/22/2008. Commencement Date Letter dated 11/12/2008 reflects LCD as 10/29/2008. However, JDE reflects LCD as 10/22/2008. Hence Abstract reflects LCD as per JDE. Rent Commencement Date (RCD): 10/29/2008. Expiration Date: 10/31/2028. (Lease, Sec. 6, Pg. 7)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$3,550,742. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL shall provide T w/ the total amount of the Bldg Construction Cost, together w/ reasonable back-up documentation. Supervision/Management Fee: No Lease Provision. (Lease, Sec. 2, Pg. 1)	Original Lease
tins	Tenant's Insurance Requirement	Commercial General Liability Insurance: Minimum limits of not less than \$5,000,000.00 (combined single limit), or such greater alternative liability insurance. Any portion of any loss, damage or claim which is not covered by any policy of insurance provided for herein due to the existence of a deductible provision or other retention in said policy shall be borne entirely by the party who is obligated to carry the insurance to cover such loss, damage or claim as provided in the Lease. (Lease, Sec. 16.2-16.3, Pg. 30)	Original Lease
ttma	TT Maintenance	T shall be responsible for all repairs, maintenance and replacements related to the Bldg that are not specifically enumerated in the Lease as LL's responsibility, including the following: (i) perform all routine maintenance to the non-structural interior portions of the Bldg, including plumbing fixtures, floor drains, and light fixtures (including lamps); (ii) perform routine cleaning of the interior and exterior of the Bldg; (iii) replace any broken plate glass for the Bldg; (iv) pay all charges of utility companies for utilities used in the Bldg (other than utility hookup, availability or tap fees, which shall be paid by LL); (v) maintain, and repair on a regular basis and in a commercially reasonable manner, and replace when reasonably necessary, the HVAC units and equipment serving the Bldg, provided that LL shall assign all warranties on such equipment to T; (vi) maintain gutters and downspouts; (vii) maintain any trash receptacles, compactors and trash enclosures w/in or appurtenant to the Bldg; (viii) maintain and repair the roof, using the contractor which installed the roof as long as the roof warranty remains in force and it is commercially reasonable for T to use such contractor; (ix) maintain and repair electrical services, plumbing, sewer and other utilities serving the Premises w/in the boundaries of the Premises; (x) maintaining, repairing and replacing any monument signs w/in the Premises to the extent used only by T, and (xi) maintain the Bldg in good condition, ordinary wear and tear, actions of LL and its agents, employees or contractors, and acts of God, fire and other casualty excepted, and keep the Bldg secure during all times that it is not open for business.	Original Lease

util Utilities

Premises: T shall have control of, and be responsible for the payment of all utility costs relating to, the lighting of the Premises Parking Lot, except lighting of that portion of the Permanent Driveway located on the Premises, which lighting shall be controlled by the Operator under the Declaration, and the cost relating to which shall be paid by T and the "Owners" under the Declaration as Common Expenses. Separately Metered/Non Separately Metered: The lighting of the Permanent Driveway shall be separately metered from the lighting of the balance of the Premises Parking Lot. (3rd Amend, Sec. 2, Pg. 1)

Original Lease

Contacts					
Role	Company	Name	Address	Phone	Email
A/P Contact Name		mthornton	No address Listed	(952) 283-2558 x (Office)	mthornton@jerrysfoods.com
Billing	c/o Supervalu, Inc. 04974	Eagan 2008 LLC	11840 Valley View Road,Eden Prairie,MN 55344	(952) 828-8959 x (Office)	Haggath.E.Nadav@unfi.com
CAM	c/o Supervalu, Inc. 04974	Eagan 2008 LLC	11840 Valley View Road,Eden Prairie,MN 55344	(952) 828-8959 x (Office)	Haggath.E.Nadav@unfi.com
Commercial Cafe Contact		Supervalu, Inc.	No address Listed		mthornton@jerrysfoods.com
Gross Sales		Supervalu, Inc.	P.O. Box 250,Boise,ID 83726		
Guarantor		Radermacher Foods of Eagan, Inc.	500 West 22nd Street,Jordan,MN 55352		
Guarantor		Supervalu Inc.	Supervalu Inc.,Eden Prairie,MN 55344		
Notice1		Eagan 2008 LLC 04974	11840 Valley View Road,Eden Prairie,MN 55344		
Notice2		Mackall Crouse & Moore PLC 04974	11840 Valley View Road,Minneapolis,MN 55402		
Notice3		Radermacher Foods of Eagan, Inc. 04974	11840 Valley View Road,Jordan,MN 55352		
Other		Christoper.D.Braun	No address Listed		Christoper.D.Braun@unfi.com
RET Billing Contact		Donald.A.Strehlo	No address Listed		Donald.A.Strehlo@supervalu.com
Store Contact		Eagan 2008 LLC 04974	No address Listed	(651) 452-1811 x (Office)	
Store Contact		Jeff O'Keefe	No address Listed	(651) 452-1811 x (Office)	
Taxes	c/o Supervalu, Inc. 04974	Eagan 2008 LLC	11840 Valley View Road,Eden Prairie,MN 55344	(952) 828-8959 x (Office)	Haggath.E.Nadav@unfi.com

Lease : UGB Enterprises, LLC (t0001830)

Lease Information

Name	UGB Enterprises, LLC	Status	Current
DBA	Dunn Bros Coffee	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	COFFEE BARS/JUICE BARS
Location	Diffley Marketplace	Contract Area	1,878.00 (GLA)
Customer	Dunn Bros Coffee	Area	1,878.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 58,499.76
Base Currency	usd	Rent Per Area	usd 31.15
		Deposit	0.00
Primary Contact		Lease Term	From 1/13/2009 To 5/31/2029
Name	UGB Enterprises, LLC		
Office Phone	(612) 889-2790 x		
Cell Phone			
E-Mail	dunnbros190@dunnbros.com		

Space

Unit	Building	Floor	Area	Amendment Type
012		1	1,878.00	Renewal

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	1/13/2009	5/12/2009	3,912.50	Monthly	Monthly	Flat Amt	usd		1,878.00	2.08 / Mo	0.00	Original Lease	012
prev	Base Rent - Previous Owner	5/13/2009	10/24/2010	3,912.50	Monthly	Monthly	Flat Amt	usd		1,878.00	2.08 / Mo	0.00	Original Lease	012
brre	Base Rent - Retail	10/25/2010	5/31/2011	3,912.50	Monthly	Monthly	Flat Amt	usd		1,878.00	2.08 / Mo	0.00	Original Lease	012
brre	Base Rent - Retail	6/1/2011	5/31/2013	4,108.13	Monthly	Monthly	Flat Amt	usd		1,878.00	2.19 / Mo	0.00	Original Lease	012
brre	Base Rent - Retail	6/1/2013	5/31/2015	4,313.53	Monthly	Monthly	Flat Amt	usd		1,878.00	2.30 / Mo	0.00	Original Lease	012
brre	Base Rent - Retail	6/1/2015	5/31/2017	4,529.21	Monthly	Monthly	Flat Amt	usd		1,878.00	2.41 / Mo	0.00	Original Lease	012
brre	Base Rent - Retail	6/1/2017	5/31/2019	4,755.67	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	2.53 / Mo	0.00	Original Lease	012
brre	Base Rent - Retail	6/1/2019	5/31/2021	4,874.98	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	2.60 / Mo	0.00	Renewal	012
brre	Base Rent - Retail	6/1/2021	5/31/2023	4,997.05	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	2.66 / Mo	0.00	Renewal	012
brre	Base Rent - Retail	6/1/2023	5/31/2025	5,122.25	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	2.73 / Mo	0.00	Renewal	012
brre	Base Rent - Retail	6/1/2025	5/31/2027	5,250.58	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	2.80 / Mo	0.00	Renewal	012
brre	Base Rent - Retail	6/1/2027	5/31/2029	5,380.47	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	2.87 / Mo	0.00	Renewal	012
came	CAM Estimated Escrow	10/25/2010	2/28/2011	487.32	Monthly	Monthly	Flat Amt	usd		1,878.00	0.26 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	3/1/2011	2/29/2012	495.02	Monthly	Monthly	Flat Amt	usd		1,878.00	0.26 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	3/1/2012	2/28/2013	605.99	Monthly	Monthly	Flat Amt	usd		1,878.00	0.32 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	3/1/2013	2/28/2014	727.18	Monthly	Monthly	Flat Amt	usd		1,878.00	0.39 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	3/1/2014	2/28/2015	902.15	Monthly	Monthly	Flat Amt	usd		1,878.00	0.48 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	2/1/2015	2/28/2015	742.58	Monthly	Monthly	Flat Amt	usd		1,878.00	0.40 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	3/1/2015	5/31/2019	1,273.44	Monthly	Monthly	Flat Amt	usd		1,878.00	0.68 / Mo	0.00	Original Lease	012
came	CAM Estimated Escrow	6/1/2019	5/31/2029	1,273.44	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	0.68 / Mo	0.00	Renewal	012
misc	Miscellaneous	1/1/2011	5/31/2019	18.78	Annual	Annual	Flat Amt	usd		1,878.00	0.01 / Yr	0.00	Original Lease	012
misc	Miscellaneous	6/1/2019	5/31/2029	18.78	Annual	Annual	Flat Amt	usd	0.00	1,878.00	0.01 / Yr	0.00	Renewal	012
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	519.99	Monthly	Monthly	Flat Amt	usd		1,878.00	0.28 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	597.68	Monthly	Monthly	Flat Amt	usd		1,878.00	0.32 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	758.63	Monthly	Monthly	Flat Amt	usd		1,878.00	0.40 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	919.28	Monthly	Monthly	Flat Amt	usd		1,878.00	0.49 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	958.76	Monthly	Monthly	Flat Amt	usd		1,878.00	0.51 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	957.30	Monthly	Monthly	Flat Amt	usd		1,878.00	0.51 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	943.84	Monthly	Monthly	Flat Amt	usd		1,878.00	0.50 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	969.87	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	0.52 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	11/1/2018	5/31/2019	992.88	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	0.53 / Mo	0.00	Original Lease	012
rete	Real Estate Tax Escrow	6/1/2019	8/31/2019	992.88	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	0.53 / Mo	0.00	Renewal	012
rete	Real Estate Tax Escrow	9/1/2019	5/31/2029	847.10	Monthly	Monthly	Flat Amt	usd	0.00	1,878.00	0.45 / Mo	0.00	Renewal	012

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	6/1/2019	5/31/2021								Renewal	012
brre	Base Rent - Retail	6/1/2021	5/31/2023								Renewal	012
brre	Base Rent - Retail	6/1/2023	5/31/2025								Renewal	012
brre	Base Rent - Retail	6/1/2025	5/31/2027								Renewal	012
brre	Base Rent - Retail	6/1/2027	5/31/2029								Renewal	012
brre	Base Rent - Retail	6/1/2011	5/31/2013								Original Lease	012
brre	Base Rent - Retail	6/1/2013	5/31/2015								Original Lease	012
brre	Base Rent - Retail	6/1/2015	5/31/2017								Original Lease	012
brre	Base Rent - Retail	6/1/2017	5/31/2019								Original Lease	012
brre	Base Rent - Retail	10/25/2010	5/31/2011								Original Lease	012
came	CAM Estimated Escrow	3/1/2015	5/31/2019								Original Lease	012
came	CAM Estimated Escrow	2/1/2015	2/28/2015								Original Lease	012
came	CAM Estimated Escrow	3/1/2014	2/28/2015								Original Lease	012
came	CAM Estimated Escrow	10/25/2010	2/28/2011								Original Lease	012
came	CAM Estimated Escrow	3/1/2011	2/29/2012								Original Lease	012
came	CAM Estimated Escrow	3/1/2012	2/28/2013								Original Lease	012
came	CAM Estimated Escrow	3/1/2013	2/28/2014								Original Lease	012
came	CAM Estimated Escrow	6/1/2019	5/31/2029								Renewal	012
misc	Miscellaneous	6/1/2019	5/31/2029								Renewal	012
misc	Miscellaneous	1/1/2011	5/31/2019								Original Lease	012
prev	Base Rent - Previous Owner	1/13/2009	5/12/2009								Original Lease	012
prev	Base Rent - Previous Owner	5/13/2009	10/24/2010								Original Lease	012
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015								Original Lease	012
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016								Original Lease	012
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017								Original Lease	012

rete	Real Estate Tax Escrow	9/1/2017	10/31/2018								Original Lease	012
rete	Real Estate Tax Escrow	11/1/2018	5/31/2019								Original Lease	012
rete	Real Estate Tax Escrow	6/1/2019	8/31/2019								Renewal	012
rete	Real Estate Tax Escrow	9/1/2019	5/31/2029								Renewal	012
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014								Original Lease	012
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013								Original Lease	012
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012								Original Lease	012
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011								Original Lease	012

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	012	CAM	d12c	Def CAM - Parking Lot	6/1/2019	5/31/2029	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	012	CAM	cz1c	1302304 OEA exp Ex IN, UT	6/1/2019	5/31/2029	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	012	CAM	cz2c	1302304 Non OEA Expenses	6/1/2019	5/31/2029	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	012	CAM	cz7c	1032304 IN & UT	6/1/2019	5/31/2029	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	012	TAX	retc	Real Estate Tax - 75610	6/1/2019	5/31/2029	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Renewal	Extension	Activated	120	6/1/2019	5/31/2029	012
Original Lease	Original Lease	Superseded	125	1/13/2009	5/31/2019	012

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		5/31/2029	12/1/2028	1 of 2:5 yr Rt. 2nd Amend, Sec	Renewal
Renewal	Active		5/31/2034	12/1/2033	2 of 2:5 yr Rt. 2nd Amend, Sec	Renewal
Renewal	Exercised		5/31/2019	9/1/2018	Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision.	Original Lease
accs	Access	Upon reasonable prior notice, but in no event less than 24 hours, LL may enter the Premises during T's business hours for purposes of inspection, to show the Premises to prospective purchasers and lenders, or to perform maintenance and repair obligations imposed upon LL by the Lease, LL agrees to use its best efforts to keep such entries to a minimum and, further, during any such entry, LL shall use its best efforts not to disturb or inconvenience T in the conduct of T's business in the Premises. (Lease, Sec. 20, Pg. 22)	Original Lease
base	Base Rent	Rent Change Overday: On the First day of each month throughout such period. Proration: No Lease Provision. Lease Year: No Lease Provision. Prepaid Rent: No Lease Provision. (2nd Amend, Sec. 3, Pg. 1)	Renewal
base	Base Rent	Rent Changeover Day: On the first day of each and every month. Proration: If the RCD occurs on a day other than the first day of a month, then the Monthly Base Rent for the period from the RCD until the first day of the month next following shall be prorated accordingly. Lease Year: Lease Year shall be defined as that 12 month period during the Primary Term or any Renewal Term commencing on the first day of the calendar month next following the RCD or the annual anniversary. Prepaid Rent: No Lease Provision (Lease, Sec. 1(A), 3, Pg. 3, 7-8)	Original Lease
brok	Brokers	Broker: Northmarq Real Estate Brokerage LLC. Commission: LL shall pay brokerage fee. (Lease, Sec. 42, Pg. 31)	Original Lease
came	CAM	CAM: T shall pay all items of Additional Rent, and other charges required to be paid pursuant to the Lease, including, Maintenance Costs and Real Estate Taxes as provided for in the Lease (2nd Amend, Sec. 4, Pg. 2)	Renewal
came	CAM Notes	PRS: T's PRS" shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg as determined by LL. Denom Exclusions: (excluding any interior common area (e.g., maintenance room))The extent that any T of the Property or a portion thereof, w/ the consent of LL, contracts separately for any of the services included w/in Maintenance Costs (e.g, trash removal) such that the cost for the service as provided to such tenant is paid directly by such tenant and not by LL. Estimates and its frequency: \$505.24/ Monthly (If T fails to pay such shortfall when due, T shall in addition pay an administrative fee of \$250.00 for each month or partial month that such payment is late, together w/ interest on such late payment from the due date at the rate of Late fee.) Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: Included in CAM. (Management fee = the market rate) Admin Fee: No Lease Provision. CAP and its exclusions: No Lease Provision. Capital Expense: Cam Includes, Capital Expenditures means those expenditures which, in accordance W/ GAAP, are not fully chargeable to current expense in the year the expenditure is incurred, provided that the cost of such Capital Expenditures shall be amortized over the useful life of the capital improvements. Exclusion: Standard. Reconciliation Deadline: W/in 120 days following the end of each calendar year, LL shall furnish T w/ a statement. Audit Right: T shall have the right (upon ten (10) days advance, written notice by T to LL) to inspect the books and records of LL w/ respect to any costs or item which is passed through to T and/or to challenge Maintenance Costs for the two Lease Years immediately preceding such inspection or challenge. (Lease, Sec. (LDE, 3) 7, Pg.1, 10-13) (Exhibit G)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: w/in five (5) days from the date payment is due. Non-Monetary: 30 days after written notice from LL to T. (Lease, Sec.21, Pg. 22)	Original Lease

docu	List of Documents	1) Lease Agreement dated 01/05/2009; 2) Term Confirmation Agreement dated 03/17/2009, Confirmation of CD, RCD and ED. 3) Guaranty Agreement dated 12/29/2008 4) Assignment and Assumption of Lease and Amendment to Lease dated 08/19/2013. (1st Amend)	Original Lease
docu	List of Documents	Second Lease Amendment dated 09/06/2018 - 10 Years Extension w/ 2 additional 5 Year Option. (2nd Amend)	Renewal
estl	Estoppel	At any time and from time to time either party, upon request of the other party will deliver to the requesting party w/in ten (10) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct. (Lease, Sec. 23, Pg. 29)	Original Lease
exclx	Exclusivities-X	So long as Tenant is not in default, Landlord shall not lease to any business which derives 10% or more of its gross revenues from the sale of coffee or coffee products. Landlord & Tenant agree that any business conducted under the names Caribou Coffee, Starbucks or Duncan Donuts shall be deemed to derive 10% or more of their gross revenues.	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Bryan Hayes. Limitation of Liability: Guarantor's liability under this Guaranty shall be limited to (i) \$200,000.00, or the aggregate amount of all of T's obligations under the Lease for the balance of the Term thereof (w/out discount for present value), whichever is less. plus (ii) any and all costs of collection and interest on the sum described in clause (i) at the /annum rate of the lesser of (a) the greater of 9% and 2% in excess of the prime rate as reported in the Wall Street Journal and (b) the maximum rate permitted by law from and after demand for payment by LL. In addition, in the event that T has not defaulted under the Lease prior to the end of the third (3rd) Lease Year, then from and after the end of such 3rd Lease Year the amount set forth in clause (i) above shall be reduced to \$150,000.00. Only sums received by the LL directly from Guarantor after LL's demand made under this Guaranty shall be considered payments made hereunder for purposes of the foregoing limitation on liability. (1st Amend, Recitals) (Guaranty Agreement dated 12/29/2008)	Original Lease
hold	Holdover	LL may treat holdover as an automatic renewal of the Lease for a MTM tenancy, 150% of Last payable base rent and 100% of additional rent. (Lease, Sec. 30, Pg. 28)	Original Lease
insu	Insurance	Included in CAM (Lease, Sec. 17(C), Pg. 19)	Original Lease
late	Late Fee	Late Charge: If any Rent is unpaid more than five days after it is due, LL may charge to T an administrative fee of \$250.00 per occurrence. Interest: Plus interest on the unpaid amount from the due date until paid, at 4% over the prime rate set forth in the Wall Street Journal or the maximum permitted by law, whichever is less. NSF Fee: No Lease Provision. (Lease, Sec. 3(C), Pg. 8)	Original Lease
Icon	Landlord Work	LL's Work: 1) Concrete slab in approximately front 2/3 of Premises; 2) Drive-thru window; 3) Sheetrocked demising partition walls in approximately front 2/3 of Premises (no taping of interior demised wall to allow T electrical distribution); 4) Open electrical conduits provided for T running of wiring for installation and operation of menu/ordering board serving the drive through (location noted on site plan); 5) Standard HVAC system (minimum 7.5 tons) w/ drop and thermostat hanging from units; 6) 400 amp electrical service, w/ no interior distribution; 7) Sprinkler installation w/ upturned heads; 8) Outlet to storefront sign; 9) Rear access door; 10) Standard storefront. (Lease, Sec. 2(C), Exhibit- C Pg. 6. 42)	Original Lease
llma	LL Maintenance	LL covenants and agrees that it shall maintain or cause to be maintained, subject to reimbursement by T as provided herein, the roof, foundation, structural supports, exterior walls and exterior painting of the Bldg, plumbing and electrical systems to the point of entry to the Premises and the sewer lines serving the Premises, all 'other mechanical. fire protection, security and other bldg systems serving the whole Bldg and not exclusively the Premises, and Common Areas in good order and repair and in compliance w/ all existing and future matters of record affecting the Premises or the Property, including, w/out limitation any easements, covenants, use restrictions and other agreements recorded against the Property. HVAC: LL shall maintain and administer an HVAC preventative maintenance contract during the term of the Lease and any renewals or extensions thereof, which contract will require inspection twice annually. once at the beginning of the heating season and once at the beginning of the cooling season. said inspection to include, if necessary or desirable, cleaning, lubrication, filter replacement and such other terms as LL may in its sole discretion determine. (Lease, Sec. 7(A, G), Pg. 10, 13)	Original Lease
misc	Miscellaneous	Outdoor Seating: T may also use a portion of the sidewalk adjacent to the Premises, as depicted, for patio seating, provided that (1) such patio area shall be wholly contained w/in the area depicted; (2) T bears all costs of acquisition and installation of tables, chairs, etc., and of maintaining and keeping in good condition and repair the patio areas and all improvements or appurtenances thereto, notwithstanding that the same may be part of the Common Areas; (3) T bears all costs and expenses of any modifications to the sidewalk area necessary for the patio area, in accordance w/ plans and specifications approved in writing and in advance by LL, which approval will not be unreasonably withheld; (4) prior to construction of the patio area and prior to use or installation of tables, chairs, etc. the outdoor seating area is not maintained in a clean and orderly condition at all times, in addition to such other remedies as LL has under the Lease for default by T, LL may terminate T's right to use the outdoor seating area. MSCA Contribution: T agrees to pay LL on an annual basis, together w/ the January installment of Rent, an amount = \$0.01 per SF of Premises as set forth in the Lease Data Sheet which LL agrees to contribute to the Minnesota Bldg Association's (MSCA) "Penny Per SF" program. LL understands and discloses to T that said funds are intended to be used by the MSCA to lobby the Minnesota State Legislature for reductions in commercial and industrial property taxes, provided that LL has no control over the use or said funds by MSCA and makes no representation other than the foregoing regarding the use of same. (Lease, Sec. 1(E), 7(H) Pg. 5, 13)	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease

peru	Permitted Use	The Premises shall be used and occupied for the operation of a coffee shop similar to existing Dunn Bros location in the Minneapolis/St. Paul metropolitan area. (Lease, Sec. 1(C), Pg. 4)	Original Lease
pkno	Parking	T shall have the non-exclusive right to use all parking stalls on the Property, subject to exclusive or short-term parking rights which may be granted to other tenants of the Bldg. T agrees to cooperate w/ LL in establishing an employee parking plan for the Property, including using its best efforts to locate employees' vehicles as far from the primary entrances of all tenants of the Bldg as possible. LL shall post and maintain signage designating two (2) parking spaces closest to the Premises as 10 Minute Parking or Short Term Parking. (Lease, Sec. 35, Pg. 29-30)	Original Lease
prem	Premises Notes	T shall occupy the Premises consists of 1,878 SF in Suite# 12. (Term Confirmation dated 03/17/2009)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	T shall in no event use the Premises or any portion thereof in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body or of any reasonable rules and regulations imposed by LL. T agrees not to (i) permit any practice unlawful under state or federal laws or regulations to be carried on or committed on the Premises; (ii) make use of or allow the Premises to be used for any purpose that might invalidate or increase the rate or insurance therefor; (iii) keep or use or permit to be kept or used on the Premises any flammable fluids, gases (excluding natural gas provided to the Premises by a public utility), or explosives w/out the prior written permission of LL except for normal cleaning products in normal amounts; (iv) use the Premises for any purpose whatsoever which might create a nuisance; (v) deface or injure the Premises; (vi) overload the floor of the Bldg; (vii) commit or suffer any waste; or (viii) install any electrical equipment that over loads lines, or (ix) cause a default under any easements, covenants, use restrictions or other agreements of record affecting the Premises or the Property. (Lease, Sec. 1(C), 13, Pg. 4, 16-17)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restllx	Landlord Restrictions	No Lease Provision.	Original Lease
restx	Restrictions-X	SECTION F-IO. Concessionaires. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Demised Premises of, or use or permit the use of sidewalk for the sale of newspapers, magazines, periodicals, or any other goods, merchandise or service, nor shall Tenant carry one, or permit or allow any employee or other person to carry one, business in or from the Demised Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Demised Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in the Lease. SECTION F-II. Antennas. Tenant shall not install any radio or television antenna; loudspeaker or other device on the roof or exterior walls of the Building. SECTION F-15. Vending Machines. Tenant shall not permit the use or the operation of any vending machines or pay telephones on the Demised Premises. SECTION F-20. Obnoxious Activities Not Permitted. Tenant will not without the written consent of Landlord or as otherwise provided for herein, maintain any merchandise or other articles in any vestibule or entry of the Demised Premises or outside of the Demised Premises; use or permit any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, radio or broadcasts within the Demised Premises which are audible or visible outside the Demised Premises; cause or permit odors to emanate or be dispelled from the Demised Premises; except within the Demised Premises, solicit business or distribute advertising material within the Building, permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas; or receive or ship articles of any kind except through service facilities designated by Landlord.	Original Lease
retx	Real estate Tax	PRS: T's PRS" shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg as determined by LL. Denom Exclusions: No Lease Provision. Estimates and its frequency: \$186.05/ Monthly Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: LL's income derived from the Premises. Any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon LL, unless any such tax or levy is made or enacted in lieu of ad valorem real estate taxes. Reconciliation Deadline: LL's reasonable estimate provided w/in 60 days of the commencement of each Lease Year. Audit Right: No Lease Provision. (Lease, Sec. (LDE, 3) 4, Pg. 8-9, Exhibit G)	Original Lease
retx	Real Estate Tax	RET: T shall pay all items of Additional Rent, and other charges required to be paid pursuant to the Lease, including, Maintenance Costs and Real Estate Taxes as provided for in the Lease (2nd Amend, Sec. 4, Pg. 2)	Renewal
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	No Lease Provision.	Original Lease
sign	Signage	Consent: T shall, after having obtained all necessary government approvals, install and maintain, at T's expense, such signage on the front and rear of the Bldg as is approved by LL. Signage Rights: T shall have the right to erect temporary signage or other promotional items that advertise T's grand opening and other significant promotional events. Pylon Sign: T shall also be permitted, at its sole cost and expense, to mount a sign panel on the pylon sign constructed or to be constructed by LL in the approximate location, such panel size and location to be as set forth in Lease. T shall pay, upon demand, a PRS of the costs of constructing said pylon sign based on the size it is allowed for its sign panel. In the event that T fails to mount a sign panel on the pylon sign w/in six (6) months after the later of the CD and the date of completion of construction of such sign, T's right to install a sign panel on the pylon sign shall expire and be deemed waived and released. (Lease, Sec. 11, Pg. 15-16)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease

stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T shall not assign, sublease or in any manner transfer the Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises without the prior written consent of the LL. Profit Sharing: 100%. Assignment Fee: \$2000. Permitted Assignment: T, w/out the prior written consent of LL, transfers stock, partnership interests, LLC membership interests, or any other interest in T, or changes any agreement regarding control of T or T's business, if the same will result in a change of "control" of T. Recapture Rights: LL may, in the event T requests consent to an assignment or sublease, elect to terminate the Lease as to the portion of the Premises for which T proposes a sublease or to terminate the Lease in its entirety in the event T proposes a full assignment, effective as of the date T proposes the sublease or assignment to take place, and enter into a new lease w/ the proposed assignee or subtenant, provide that any such termination may be conditioned upon an acceptable lease being entered into between LL and the proposed assignee/subtenant. (1st Amend, Sec. 9) (Lease, Sec. 19, Pg. 20-22)	Original Lease
subo	Subordination	T's rights hereunder are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate LL bldgs of which the Premises are a part. In addition. upon written request of LL, or any mortgagee or beneficiary of LL. T will in writing, subordinate its right hereunder to the interest of any ground LL of the Property and to the lien of any mortgage or deed of trust or ground lease individually a Mortgage now, or hereafter in force against the Property and to all advances made or hereafter to be made upon the security thereof; provided, however, the subordination of T's rights hereunder is conditioned upon the ground LL, beneficiary or the mortgagee named in said Mortgage agreeing that T's peaceable possession of the Premises and its rights under the Lease will not be disturbed so long as T is not in default under the term of the Lease beyond any applicable notice and cure periods. (Lease, Sec. 5, Pg. 9)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Extension LCD: 06/01/2019 Extension LED: 05/31/2029. (2nd Amend, Sec. 2, pg. 1)	Renewal
term	Term Notes	Lease Commencement date: 01/13/2009. Rent Commencement date: 05/13/2009. Expiration date: 05/31/2019. (Exhibit G)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$54,000.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL agrees that T's Cash Allowance shall be due and payable w/in 30 days following the last of (i) receipt by LL of properly executed lien waiver forms from each of the contractors performing T's Work, and a lien waiver from T covering all of T's Work, (ii) receipt by LL of T's request to receive such allowance, (iii) receipt by LL of written confirmation that T has accepted the Premises. (iv) Payment by T of the first full installment of Rent due hereunder, (v) T's delivery to LL of a copy of the certificate of occupancy issued by the applicable governmental authority and an as-built floor plan and (N) T's opening for business. Supervision/Management Fee: No Lease Provision. (Lease, Sec. 2(E), Pg. 7)	Original Lease
tins	Tenant's Insurance Requirement	T agrees to carry Commercial General Liability insurance on the Premises during the Term. Insurance shall be for limits of not less than \$2,000,000.00 each occurrence and \$2,000,000.00 general aggregate, combined Bodily Injury and Property Damage Liability or such higher limits as may be required by any existing and future matters of record affecting the Premises or the Property. T's Property Insurance: T further agrees to carry all risk property insurance covering, fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for the full replacement value, all of T's Property and T's Work located on or w/in the Premises and window glass for the Premises. Additional Insure: LL and LL's designated management company. (Lease, Sec. 17(D, E), Pg. 19-20)	Original Lease
tins	Tenant's Insurance Requirement	T's insurance shall meet LL's current minimum standards as follows: General Liability limits minimum of: \$ 1,000,000 per occurrence. General Liability limits minimum of: \$2,000,000 in aggregate. General Liability policy must be written on a per location basis. General Liability policy must show evidence of Fire Legal Liability. Auto Liability; owned, non-owned and hired, limits minimum of: \$1,000,000 (if necessary) Umbrella (Excess) Insurance minimum of: \$5,000,000 Worker's Compensation must have WC Statutory Limits Employers Liability policy limits minimum of: \$1,000,000 for each accident. Employers Liability policy limits minimum of: \$1,000,000 for each disease - employee. Employers Liability policy limits minimum of: \$1,000,000 for each disease - policy limit. Additional Insured endorsement of: IRC Retail Centers Management, Inc., and IRC Diffley Marketplace. LLC. a Delaware limited liability company, are endorsed as additional insured on liability policies and such insurance is primary non-contributory w/ any other insurance available to owner and property manager. Any and all references in the Lease to "LL" are hereby deemed to mean IRC Diffley Marketplace, L.L.C. and IRC Retail Centers Management, Inc., and each of their respective affiliates, successors' and assigns. Dram Shop/Liquor Liability minimum of: \$1,000,000 per occurrence (if necessary) Physical Damage Insurance Plate Glass Insurance Extra Expense & Business Interruption loss of rents for a period of not less than 12 months of Minimum Rent and Additional Rent naming LL as loss payee. (2nd Amend, Sec. 7, Pg. 3)	Renewal
ttma	Tenant Maintenance	HVAC: At all times during the Term of the Lease, T, at its sole cost and expense, shall maintain a maintenance contract in effect w/ competent contractor for the consistent periodic (at least quarterly, or more frequently if required) inspection and maintenance of all HVAC on or for the use of the Premises. T is obligated to provide copies of all such maintenance contracts to LL on an annual basis, or as requested. (2nd Amend, Sec. 11, Pg. 4)	Renewal
ttma	TT Maintenance	T covenants and agrees that it shall, at its sole cost and expense, maintain or cause to be maintained the Premises, including, w/out limitation, mechanical systems (electrical, HVAC, plumbing, etc.), interior utility lines, window glass, doors, and T's signage in good order and repair. T shall pay to LL the costs or any repairs or maintenance to common areas or utility lines caused by acts of T. HVAC: T shall pay to LL on a monthly basis and together w/ T's PRS of Maintenance Costs the estimated monthly costs incurred by LL in connection w/ such HVAC preventative maintenance contract and in connection w/ enforcing any HVAC warranties on T's behalf. T shall at its sole cost and expenses repair and replace the HVAC system when required. (Lease, Sec. 7(F, G), Pg. 13)	Original Lease

util

Utilities

Premises: T shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used w/in the Premises commencing w/ the CD. T shall be responsible for the payment of any sewer and water access charges or hook-up fees or similar utility fees in excess of the minimum fee which is charged for retail commercial space, it being acknowledged that certain uses, e.g., food service, result in increased charges. Separately Metered/Non Separately Metered: T shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by T requires additional utility facilities the same shall be installed at T's expense in compliance w/ all code requirements and plans and specifications which must be approved in advance in writing by LL. (Lease, Sec. 14, Pg. 17)

Original Lease

Contacts					
Role	Company	Name	Address	Phone	Email
Billing		UGB Enterprises, LLC	566 Caylin Court,Eagan,MN 55123	(612) 889-2790 x (Office)	dunnbros190@dunnbros.com
CAM		UGB Enterprises, LLC	566 Caylin Court,Eagan,MN 55123	(612) 889-2790 x (Office)	
Commercial Cafe Contact		UGB Enterprises, LLC	No address Listed		dunnbros190@dunnbros.com
Gross Sales		UGB Enterprises, LLC	566 Caylin Court,Eagan,MN 55123	(612) 889-2790 x (Office)	
Guarantor		Bryan Hayes	4101 Nicols Road, Suite 100,Eagan,MN 55122		
Notice1		UGB Enterprises, LLC	566 Caylin Court,Eagan,MN 55123	(612) 889-2791 x (Office)	
Store Contact		Glenn Elliott	No address Listed	(612) 889-2790 x (Office)	glennej@gmail.com
Store Contact		UGB Enterprises, LLC	No address Listed	(612) 366-3885 x (Office)	dunnbros190@dunnbros.com
Taxes		UGB Enterprises, LLC	566 Caylin Court,Eagan,MN 55123	(612) 889-2790 x (Office)	

Lease : Tam Huynh & Loc Nguyen (t0001831)

Lease Information

Name	Tam Huynh & Loc Nguyen	Status	Current
DBA	Star Nails	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	NAIL SALON
Location	Diffley Marketplace	Contract Area	1,200.00 (GLA)
Customer	Star Nails	Area	1,200.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 29,748.00
Base Currency	usd	Rent Per Area	usd 24.79
		Deposit	3,100.00
Primary Contact		Lease Term	From 12/23/2008 To 3/31/2024
Name	Tam Huynh & Loc Nguyen		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
004		1	1,200.00	Renewal

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	12/23/2008	3/20/2009	2,200.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.83 / Mo	0.00	Original Lease	004
prev	Base Rent - Previous Owner	3/21/2009	3/31/2010	2,200.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.83 / Mo	0.00	Original Lease	004
prev	Base Rent - Previous Owner	4/1/2010	10/24/2010	2,244.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.87 / Mo	0.00	Original Lease	004
brre	Base Rent - Retail	10/25/2010	3/31/2011	2,244.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.87 / Mo	0.00	Original Lease	004
brre	Base Rent - Retail	4/1/2011	3/31/2012	2,289.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.91 / Mo	0.00	Original Lease	004
brre	Base Rent - Retail	4/1/2012	3/31/2013	2,335.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.95 / Mo	0.00	Original Lease	004
brre	Base Rent - Retail	4/1/2013	3/31/2014	2,382.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.99 / Mo	0.00	Original Lease	004
brre	Base Rent - Retail	4/1/2014	3/31/2019	2,430.00	Monthly	Monthly	Flat Amt	usd		1,200.00	2.03 / Mo	0.00	Original Lease	004
brre	Base Rent - Retail	4/1/2019	3/31/2020	2,479.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.07 / Mo	0.00	Renewal	004
brre	Base Rent - Retail	4/1/2020	3/31/2021	2,528.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.11 / Mo	0.00	Renewal	004
brre	Base Rent - Retail	4/1/2021	3/31/2022	2,579.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.15 / Mo	0.00	Renewal	004
brre	Base Rent - Retail	4/1/2022	3/31/2023	2,630.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.19 / Mo	0.00	Renewal	004
brre	Base Rent - Retail	4/1/2023	3/31/2024	2,683.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.24 / Mo	0.00	Renewal	004
came	CAM Estimated Escrow	10/25/2010	2/28/2011	424.11	Monthly	Monthly	Flat Amt	usd		1,200.00	0.35 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	3/1/2011	2/29/2012	430.80	Monthly	Monthly	Flat Amt	usd		1,200.00	0.36 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	3/1/2012	2/28/2013	512.20	Monthly	Monthly	Flat Amt	usd		1,200.00	0.43 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	3/1/2013	2/28/2014	589.03	Monthly	Monthly	Flat Amt	usd		1,200.00	0.49 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	3/1/2014	3/31/2014	636.15	Monthly	Monthly	Flat Amt	usd		1,200.00	0.53 / Mo	0.00	Original Lease	004

came	CAM Estimated Escrow	4/1/2014	6/30/2014	636.15	Monthly	Monthly	Flat Amt	usd		1,200.00	0.53 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	7/1/2014	2/28/2015	636.15	Monthly	Monthly	Flat Amt	usd		1,200.00	0.53 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	2/1/2015	2/28/2015	583.56	Monthly	Monthly	Flat Amt	usd		1,200.00	0.49 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	3/1/2015	3/31/2019	927.93	Monthly	Monthly	Flat Amt	usd		1,200.00	0.77 / Mo	0.00	Original Lease	004
came	CAM Estimated Escrow	4/1/2019	3/31/2024	1,017.24	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.85 / Mo	0.00	Renewal	004
misc	Miscellaneous	1/1/2011	3/31/2014	12.00	Annual	Monthly	Flat Amt	usd		1,200.00	0.01 / Yr	0.00	Original Lease	004
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	342.62	Monthly	Monthly	Flat Amt	usd		1,200.00	0.29 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	532.28	Monthly	Monthly	Flat Amt	usd		1,200.00	0.44 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	575.97	Monthly	Monthly	Flat Amt	usd		1,200.00	0.48 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	5/1/2013	3/31/2014	629.11	Monthly	Monthly	Flat Amt	usd		1,200.00	0.52 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	4/1/2014	5/31/2014	629.11	Monthly	Monthly	Flat Amt	usd		1,200.00	0.52 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	6/1/2014	6/30/2014	637.09	Monthly	Monthly	Flat Amt	usd		1,200.00	0.53 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	7/1/2014	7/31/2015	637.09	Monthly	Monthly	Flat Amt	usd		1,200.00	0.53 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	622.78	Monthly	Monthly	Flat Amt	usd		1,200.00	0.52 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	598.65	Monthly	Monthly	Flat Amt	usd		1,200.00	0.50 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	614.40	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.51 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	11/1/2018	3/31/2019	630.24	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.53 / Mo	0.00	Original Lease	004
rete	Real Estate Tax Escrow	4/1/2019	8/31/2019	630.24	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.53 / Mo	0.00	Renewal	004
rete	Real Estate Tax Escrow	9/1/2019	3/31/2024	541.24	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.45 / Mo	0.00	Renewal	004
rcra	Rental Conc - Rent Abatements	4/1/2014	4/30/2014	-2,430.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-2.03 / Mo	0.00	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2015	4/30/2015	-2,430.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-2.03 / Mo	0.00	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2016	4/30/2016	-2,430.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-2.03 / Mo	0.00	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2017	4/30/2017	-2,430.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	-2.03 / Mo	0.00	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2018	4/30/2018	-2,430.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	-2.03 / Mo	0.00	Original Lease	004

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	4/1/2019	3/31/2020								Renewal	004
brre	Base Rent - Retail	4/1/2020	3/31/2021								Renewal	004
brre	Base Rent - Retail	4/1/2021	3/31/2022								Renewal	004
brre	Base Rent - Retail	4/1/2022	3/31/2023								Renewal	004
brre	Base Rent - Retail	4/1/2023	3/31/2024								Renewal	004
brre	Base Rent - Retail	4/1/2011	3/31/2012								Original Lease	004
brre	Base Rent - Retail	4/1/2012	3/31/2013								Original Lease	004

brrc	Base Rent - Retail	4/1/2013	3/31/2014	Original Lease	004
brrc	Base Rent - Retail	10/25/2010	3/31/2011	Original Lease	004
brrc	Base Rent - Retail	4/1/2014	3/31/2019	Original Lease	004
came	CAM Estimated Escrow	4/1/2019	3/31/2024	Renewal	004
came	CAM Estimated Escrow	7/1/2014	2/28/2015	Original Lease	004
came	CAM Estimated Escrow	3/1/2015	3/31/2019	Original Lease	004
came	CAM Estimated Escrow	2/1/2015	2/28/2015	Original Lease	004
came	CAM Estimated Escrow	3/1/2014	3/31/2014	Original Lease	004
came	CAM Estimated Escrow	4/1/2014	6/30/2014	Original Lease	004
came	CAM Estimated Escrow	10/25/2010	2/28/2011	Original Lease	004
came	CAM Estimated Escrow	3/1/2011	2/29/2012	Original Lease	004
came	CAM Estimated Escrow	3/1/2012	2/28/2013	Original Lease	004
came	CAM Estimated Escrow	3/1/2013	2/28/2014	Original Lease	004
misc	Miscellaneous	1/1/2011	3/31/2014	Original Lease	004
prev	Base Rent - Previous Owner	12/23/2008	3/20/2009	Original Lease	004
prev	Base Rent - Previous Owner	3/21/2009	3/31/2010	Original Lease	004
prev	Base Rent - Previous Owner	4/1/2010	10/24/2010	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2014	4/30/2014	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2015	4/30/2015	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2016	4/30/2016	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2017	4/30/2017	Original Lease	004
rcra	Rental Conc - Rent Abatements	4/1/2018	4/30/2018	Original Lease	004
rete	Real Estate Tax Escrow	7/1/2014	7/31/2015	Original Lease	004
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	Original Lease	004

rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	Original Lease	004
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	Original Lease	004
rete	Real Estate Tax Escrow	11/1/2018	3/31/2019	Original Lease	004
rete	Real Estate Tax Escrow	4/1/2014	5/31/2014	Original Lease	004
rete	Real Estate Tax Escrow	6/1/2014	6/30/2014	Original Lease	004
rete	Real Estate Tax Escrow	5/1/2013	3/31/2014	Original Lease	004
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	Original Lease	004
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	Original Lease	004
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	Original Lease	004
rete	Real Estate Tax Escrow	4/1/2019	8/31/2019	Renewal	004
rete	Real Estate Tax Escrow	9/1/2019	3/31/2024	Renewal	004

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	004	CAM	cz0c	1302303 OEA exp Ex in,ut,mgmt	4/1/2019	3/31/2024	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	004	CAM	cz3c	1302303 Non OEA Expenses	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	004	CAM	cz6c	1032303 IN & UT	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	004	CAM	d12c	Def CAM - Parking Lot	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	004	TAX	retc	Real Estate Tax - 75610	4/1/2019	3/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Renewal	Renewal Option	Activated	60	4/1/2019	3/31/2024	004
Original Lease	Original Lease	Superseded	124	12/23/2008	3/31/2019	004

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Exercised		3/31/2019	9/30/2018	Renewal Option	Original Lease
Custom	Active		3/31/2019	1/30/2019	Relocation Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	T shall be granted five (5) months total Base Rent Abatement during the Extension Period. 4/1/2014 to 4/30/2014, 4/1/2015 to 4/30/2015, 4/1/2016 to 4/30/2016, 4/1/2017 to 4/30/2017 and 4/1/2018 to 4/30/2018. (2nd Amend, Sec. 3, Pg. 1-2)	Original Lease
accs	Access	Upon reasonable prior notice, but in no event less than 24 hours (except in the case of an emergency), LL may enter the Premises during T's business hours for purposes of inspection, to show the Premises to prospective purchasers and lenders, or to perform maintenance and repair obligations imposed upon LL by the Lease. (Lease, Sec. 20, Pg. 22)	Original Lease
base	Base Rent	Rent Changeover Day: In advance, On the 1st day of each and every month. Proration: If the RCD occurs on a day other than the first day of a month, then the Monthly Base Rent for the period from the RCD until the first day of the month next following shall be prorated. Lease Year: Lease Year shall be defined as that 12 month period during the Primary Term or any Renewal Term commencing on the first day of the calendar month next following the RCD or the annual anniversary thereof as may be applicable; provided, however, that the first Lease Year shall include that period of time from the CD up to the last day of the calendar month in which the RCD falls. Prepaid Rent: No lease Provision. (Lease, Sec. 1(A), 3(B), Pg. 3, 7)	Original Lease
base	Base Rent	The current rent rate is \$24.30 per SF, and during the option period the rent will be set at \$24.79 per SF w/ 2% annual increases. Year 1 (04/01/2019 - 03/31/2020) - \$2479.00 /month. Year 2 (04/01/2020 - 03/31/2021) - \$2528.00/month. Year 3 (04/01/2021 - 03/31/2022) - \$2579.00/month. Year 4 (04/01/2022 - 03/31/2023) - \$2630.00/month. Year 5 (04/01/2023 - 03/31/2024) - \$2683.00/month. (Option Notice Letter dated 06/26/2018)	Renewal
brok	Brokers	LL's Broker: Northmarq. Commission: LL shall pay a brokerage fee to a separate agreement. (Lease, Sec. 42, Pg. 30)	Original Lease
came	CAM Notes	PRS: T's PRS shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg. Denom Exclusions: (excluding any interior common area (e.g., maintenance room)) as determined by LL and the SF of separately maintained or directly paid by T are excluded from the SF of the bldg. Estimates and its frequency: \$360.91/ Month. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: No Lease Provision. CAP and its exclusions: No Lease Provision. Capital Expense: It means those expenditures which, in accordance w/ generally accepted accounting principles, are not fully chargeable to current expense in the year the expenditure is incurred. Maintenance Costs shall include any Capital Expenditures. Exclusion: Standard exclusions. Reconciliation Deadline: W/in 120 days following the end of each calendar year, LL shall furnish T w/ a statement. Audit Right: T shall have the right (upon ten (10) days advance, written notice by T to LL) to inspect the books and records of LL w/ respect to any costs or item which is passed through to T and/or to challenge Maintenance Costs for the two Lease Years immediately preceding such inspection or challenge. (Term Confirmation Agreement dated 04/01/2009; Lease, Lease Data Sheet (3), 7(B), Pg. 1, 10-12)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: W/in five (5) days from the date such payment is due. Non-Monetary: 30 days after written notice thereof by LL. (Lease, Sec. 21, Pg. 22)	Original Lease
docu	List of Documents	1) Lease Agreement dated 9/29/2008. 2) Guaranty dated 09/29/2008. 3) Term Confirmation Agreement dated 04/01/2009. 4) First Amendment dated 11/21/2008. 5) Second Amendment dated 04/01/2014. 6) Assignment and Assumption of Lease and Third Amendment to Lease dated 02/04/2014.	Original Lease
docu	List of Documents	Option Notice Letter dated 06/26/2018. 5 years Extension and no remaining options.	Renewal
estl	Estoppel	At any time and from time to time either party, upon request of the other party, will execute, w/in ten (10) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct. (Lease, Sec. 33, Pg. 28)	Original Lease
exclx	Exclusivities-X	So long as Tenant is not in default, Landlord will not rent or approve subletting of any portion of Building or multi-tenant building adjacent to Property owned by Landlord to any tenant whose primary use is nail salon; however, full service salon may be leased in multi-tenant building so long as nail service business does not exceed 20% of business.	Original Lease
guar	Guar/L.C./Indem.	No Lease Provision.	Original Lease
hold	Holdover	Holdover as an automatic renewal of the Lease for a month to month tenancy subject to all the terms and conditions provided herein, except that Base Rent shall be increased to 200% of the amount of Base Rent payable during the period immediately prior to the termination or expiration. (Lease, Sec. 30, Pg. 27).	Original Lease
insu	Insurance	Included in CAM. (Term Confirmation Agreement dated 04/01/2009; Lease, Lease Data Sheet (3), 7(B), Pg. 1, 10-12)	Original Lease
late	Late Fee	Late Charge: If any Rent is unpaid more than five (5) days after it is due, LL may charge to T an administrative fee of \$250.00 per occurrence. Interest: In addition, T shall bear interest on the unpaid amount from the due date until paid, at 4% over the prime rate set forth in the Wall Street Journal or the maximum permitted by law, whichever is less. NSF Fee: No Lease Provision. (Lease, Sec. 3(c), Pg. 7)	Original Lease
lcon	Landlord Work	LL will use reasonable efforts to commence construction of LL's Work upon (i) execution of the Lease, and to substantially complete LL's Work no later than 10/01/2008. LL's Work shall mean the construction by LL, at its sole cost and expense, of those improvements, alterations and additions. LL's Work: 1) Concrete Slab in approximately front 2/3 of premises 2) Sheetrocked demising partition walls 3) Standard HVAC system w/ supply ducts and controls at 1 ton per every 350 SF 4) Standard 200 AMP electrical service w/ no Interior Electrical, distribution. 5) Sprinkler installation w/ upturned heads 6) Plumbing rough-in for restroom 7) Outlet to storefront sign 8) Rear access door 9) Standard storefront (Lease, Exhibit- C, Sec. 2(B), Pg. 5, 40)	Original Lease

llma	LL Maintenance	LL covenants and agrees that it shall maintain or cause to be maintained, subject to reimbursement by Tenant as provided herein, the roof, foundation, structural supports (and other structural portions), exterior walls and exterior painting of the Bldg., plumbing and electrical systems to the point of entry to the Premises and the sewer lines serving the Premises, all other mechanical, fire protection, security and other bldg. systems serving the whole Bldg. and not exclusively the Premises, and Common Areas in good order and repair and in compliance with all existing and future matters of record affecting the Premises or the Property, including, without limitation any easements, covenants, use restrictions and other agreements recorded against the Property. (Lease, Sec. 7(A), Pg. 10)	Original Lease
misc	Miscellaneous	Antennas: T shall not install any radio or television antenna; loudspeaker or other device on the roof or exterior walls of the Bldg. Trash: T shall store all its trash and garbage in such location in the Bldg. as may be designated from time to time by LL. No material shall be placed in the Bldg. trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located w/out being in violation of any law or ordinance governing such disposal. LL shall direct the removal of all T's trash and garbage from the Premises at T's expense. Alarm System: In the event that any contractors or subcontractors of T trigger alarms while performing work in or about the Premises, T shall pay to LL an amount = \$250.00 per incident to compensate LL, plus any charge imposed by any governmental entity for responding to such alarm. MSCA Contribution: In addition to T's share of Maintenance Costs, T agrees to pay LL on an annual basis, together w/ the January installment of Rent, an amount = \$0.01 per SF of Premises which LL agrees to contribute to the Minnesota Bldg. Association's ("MSCA") "Penny Per SF" program. (Lease, Sec. 2(D), 7(H), Exhibit F (F-11, F-12, Pg. 6, 13, 44)	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	The Premises shall be used and occupied for (a) the operation of a nail salon Primary Use and (b) subject to LL's prior consent. (Lease, Sec. 1(c), Pg. 4)	Original Lease
pkno	Parking	T shall have the non-exclusive right to use all parking stalls on the Property, subject to exclusive or "short-term" parking rights which may be granted to other tenants of the Bldg. T agrees to cooperate w/ LL in establishing an "employee parking" plan for the Property, including using its best efforts to locate employees' vehicles as far from the primary entrances of all T's of the Bldg. as possible. (Lease, Sec. 35, Pg. 28-29)	Original Lease
prem	Premises Notes	T leases the Premises of 1,200 SF. (Term Confirmation Agreement dated 04/01/2009)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	Windows: No awning, canopy or other projection of any kind over or around the windows or entrances of the Premises shall be installed by T, and such window coverings as are approved by LL shall be used in the Premises. Cooking; Lodging: The Premises shall not be used for lodging or sleeping, and unless ancillary to a restaurant or other food service use specifically authorized in the Lease, no cooking shall be done or permitted by T on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for T and its employees shall be permitted. (Lease, Exhibit F(F-2), Pg. 47)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restx	Tenant Restrictions	T covenants and agrees, at its sole cost and expense, to abide by the provisions of all existing and future matters of record affecting the Premises or the Property, including, w/out limitation any easements, covenants, use restrictions and other agreements recorded against the Property, and pay (at LL's option either directly or to LL) its PRS of all sums and charges thereunder. (Lease, Sec. 1(D), Pg. 4)	Original Lease
retx	Real estate Tax	PRS: T's PRS shall be = the number of SF in the Premises, divided by the number of SF contained in the Bldg. Denom Exclusions: (excluding any interior common area (e.g., maintenance room)) as determined by LL. Estimates and its frequency: \$126.84/ Month. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: Real Estate shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy that is or may be imposed upon LL, unless any such tax or levy is made or enacted in lieu of ad valorem real estate taxes. Reconciliation Deadline: LL agrees to provide T w/ a copy of an invoice showing said amount and due date, or a receipt for payment in the event that LL has paid such Real Estate Taxes, or (ii) in monthly payments each in an amount equal to 1/12th of the annual Real Estate Taxes based on LL's reasonable estimate thereof provided w/in 60 days of the commencement of each Lease Year, which amount shall be paid together w/ Monthly Base Rent. A copy of the tax bill or assessment bill submitted by LL to T shall at all time be sufficient evidence of the amount of Real Estate Taxes levied or assessed against the Property to which such bill relates. Audit Right: No Lease Provision. (Term Confirmation Agreement dated 04/01/2009; Lease, Lease Data Sheet (3), Sec. 4, Pg. 1, 8-9)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Amount: \$3,100.00. Return and Interest: T shall be entitled to no interest thereon. Reduction/Increase: In the event that T defaults under the Lease more than two (2) times during any calendar year, irrespective of whether such default is cured then, w/out limiting LL's other rights and remedies provided for in the Lease or at law or in equity, the Deposit shall automatically be increased to an amount = three times the original Deposit. (Lease, Sec. 3(D), Pg. 8)	Original Lease

sign	Signage	Consent: T shall, after having obtained all necessary government approvals, install and maintain, at T's expense, such signage on the front and rear of the Bldg. as is approved by LL. Signage Rights: T shall have the right to erect temporary signage or other promotional items that advertise T's grand opening and other significant promotional events (so long as not more than 50% of the storefront window area visibility is restricted by such temporary signage). Pylon Sign: No Lease Provision. (Lease, Sec. 11, Pg. 15)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T shall not assign, sublease or in any manner transfer the Lease or any estate or interest therein, or sublet the Premises or any part thereof, or grant any license, concession or any other right of occupancy of any portion of the Premises w/out the prior written consent of the LL. Profit Sharing: 100%. Assignment Fee: T shall pay to LL a transfer fee of \$2,000.00. Permitted Assignment: T, w/out the prior written consent of LL, transfers stock, partnership interests, LLC membership interests, or any other interest in T, or changes any agreement regarding control of T or T's business, if the same will result in a change of "control" (= shall mean, w/ respect to a corporation, the ownership, directly or indirectly, of stock possessing, or the right to exercise, at least 51% of the total combined voting power of all classes of the controlled corporation's stock issued, outstanding and entitled to vote for the election of directors, and w/ respect to a partnership or other business entity, the ownership, directly or indirectly, of at least 51% of all the legal and equitable interests, and in any event shall also mean the ability to control the day-to-day affairs of T's business) of T. Recapture Rights: No Lease Provision. (Assignment and Assumption of Lease and 3rd Amendment, Sec. 8(C), Pg. 2; Lease, Sec. 19, Pg. 20-21)	Original Lease
subo	Subordination	T's rights are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate and/or bldgs. of which the Premises are a part. In the event of a foreclosure or other acquisition of all or any portion of the Property either pursuant to any such mortgage instrument or in lieu thereof, or the appointment of a receiver by a court of law, T shall, upon request of such foreclosing or acquiring party (the "New Owner"), nonetheless attorn to and respect such New Owner as the then owner of the Property and thereby entitled to all rights of LL pursuant to the Lease, including, w/out limitation, the right to all rental payments. In addition, upon written request of LL, or any mortgagee or beneficiary of LL, T will in writing, subordinate its right hereunder to the interest of any ground LL of the Property and to the lien of any mortgage or deed of trust or ground lease (individually a "Mortgage") now or hereafter in force against the Property and to all advances made or hereafter to be made upon the security. (Lease, Sec. 5, Pg. 9)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	LCD: 12/23/2008; RCD: 03/21/2009; ED: 03/31/2019. (Term Confirmation Agreement dated 04/01/2009; 2nd Amend, Sec. 1, Pg. 1)	Original Lease
term	Term Notes	Renewal Start Date: 04/01/2019 Renewal End Date: 03/31/2024. (Option Notice Letter dated 06/26/2018)	Renewal
tiam	Tenant Improvement Allow.	Allowance Amount: \$10.00/ SF. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL agrees that T's Cash Allowance shall be due and payable w/in 30 days following the last of (i) receipt by LL of properly executed lien waiver forms from each of the contractors performing T's Work, and a lien waiver from T covering all of T's Work, (ii) receipt by LL of T's request to receive such allowance, (iii) receipt by LL of written confirmation that T has accepted the Premises subject to the punch list items, if any, (iv) payment by T of the first full instalment of Base Annual Rent due hereunder, (iv) T's delivery to LL of a copy of the certificate of occupancy issued by the applicable governmental authority and an as-built floor plan, (y) T's opening for business, and (vi) T providing to LL a letter agreement, in form and substance reasonably acceptable to LL, whereby T agrees to indemnify, defend and hold LL harmless from and against any and all claims arising out the performance of T's Work. Supervision/Management Fee: No Lease Provision. (Lease, Lease Data Sheet (16), Sec. 2 (E) Pg. 2, 6-7)	Original Lease
tins	Tenant's Insurance Requirement	T's insurance shall meet LL's current minimum standards as: 1) General Liability limits minimum of: \$1,000,000 per occurrence. 2) General Liability limits minimum of: \$2,000,000 in aggregate. 3) General Liability policy must be written on a per location basis. 4) General Liability policy must show evidence of Fire Legal Liability. 5) Auto Liability limits minimum of: \$1,000,000 (if necessary). 6) Umbrella (Excess) Insurance minimum of: \$5,000,000. 7) Worker's Compensation must have WC Statutory Limits. 8) Employers Liability policy limits minimum of: \$500,000 for each accident. 9) Employers Liability policy limits minimum of: \$500,000 for each disease - employee. 10) Employers Liability policy limits minimum of: \$500,000 for each disease - policy limit. 11) Additional Insured endorsement of: Inland TRS Property Management, Inc. as managing agent for the owner and Inland Diffley Marketplace, L.L.C. are endorsed as additional insured on liability policies and such insurance is primary non-contributory w/ any other insurance available to owner and property manager. 12) Dram Shop/Liquor Liability minimum of: \$1,000,000 per occurrence. (if necessary). 13) Physical (a.k.a. Content or Property) Damage Insurance. 14) Plate Glass Insurance. 15) Extra Expense & Business Interruption loss of rents for a period of not less than 12 months of Minimum Rent and Additional Rent naming LL as loss payee. Additional Insured: LL and LL's designated management company. (2nd Amend, Sec. 7, Pg. 3; Lease, Sec. 17(D0, Pg. 18)	Original Lease

ttma	TT Maintenance	T covenants and agrees that it shall, at its sole cost and expense, maintain or cause to be maintained the Premises, including, w/out limitation, mechanical systems (electrical, HVAC, plumbing, etc.), interior utility lines, window glass, doors, and T's signage in good order and repair. T shall pay to LL the costs of any repairs or maintenance to common areas or utility lines caused by acts of T. HVAC: T acknowledges that the Premises shall be served by an HVAC system dedicated exclusively to the Premises. T shall pay to LL on a monthly basis and together w/ T's PRS of Maintenance Costs the estimated monthly costs incurred by LL in connection w/ such HVAC preventative maintenance contract and in connection w/ enforcing any HVAC warranties on T's behalf. T shall at its sole cost and expenses repair and replace the HVAC system when required. (Lease, Sec. 7(F) (G), Pg. 13)	Original Lease
util	Utilities	Premises: T shall be responsible for the payment of any sewer and water access charges or hook-up fees or similar utility fees in excess of the minimum fee which is charged for retail commercial space, it being acknowledged that certain uses, e.g., food service, result in increased charges. T shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used w/in the Premises. Separately Metered/Non Separately Metered: T shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by T requires additional utility facilities the same shall be installed at T's expense in compliance w/ all code requirements and plans and specifications which must be approved in advance in writing by LL. (Lease, Sec. 14, Pg. 16-17)	Original Lease

Contacts					
Role	Company	Name	Address	Phone	Email
Billing	Re: Star Nails	Tam Huynh & Loc Nguyen	1009 Trillium Ct,Eagan,MN 55123		
CAM	Re: Star Nails	Tam Huynh & Loc Nguyen	1009 Trillium Ct,Eagan,MN 55123		
Commercial Cafe Contact		Tam Huynh & Loc Nguyen	No address Listed		
Gross Sales	Re: Star Nails	Tam Huynh & Loc Nguyen	1009 Trillium Ct,Eagan,MN 55123		
Notice1		Tam Huynh & Loc Nguyen	1009 Trillium Ct,Eagan,MN 55123		
Store Contact		Khanh Nguyen	No address Listed	(651) 686-4059 x (Office)	
Taxes	Re: Star Nails	Tam Huynh & Loc Nguyen	1009 Trillium Ct,Eagan,MN 55123		

Lease : Supervalu, Inc. Store # 01680 (t0001832)

Lease Information

Name	Supervalu, Inc. Store # 01680	Status	Current
DBA	Cub Liquor #1680	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	LIQUOR STORES
Location	Diffley Marketplace	Contract Area	3,844.00 (GLA)
Customer	Cub Liquor	Area	3,844.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 88,373.52
Base Currency	usd	Rent Per Area	usd 22.99
		Deposit	0.00
Primary Contact		Lease Term	From 6/5/2009 To 10/31/2023
Name	Supervalu Inc. 01680		
Office Phone	(952) 828-8959 x		
Cell Phone			
E-Mail	Haggath.E.Nadav@unfi.com		

Space

Unit	Building	Floor	Area	Amendment Type
002		1	3,844.00	Renewal

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
prev	Base Rent - Previous Owner	6/5/2009	11/1/2009	6,086.34	Monthly	Monthly	Flat Amt	usd		3,844.00	1.58 / Mo	0.00	Original Lease	002
prev	Base Rent - Previous Owner	11/2/2009	10/24/2010	6,086.34	Monthly	Monthly	Flat Amt	usd		3,844.00	1.58 / Mo	0.00	Original Lease	002
brre	Base Rent - Retail	10/25/2010	10/31/2013	6,086.34	Monthly	Monthly	Flat Amt	usd		3,844.00	1.58 / Mo	0.00	Original Lease	002
brre	Base Rent - Retail	11/1/2013	10/31/2018	6,694.97	Monthly	Monthly	Flat Amt	usd		3,844.00	1.74 / Mo	0.00	Original Lease	002
brre	Base Rent - Retail	11/1/2018	10/31/2023	7,364.46	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	1.92 / Mo	0.00	Renewal	002
came	CAM Estimated Escrow	10/25/2010	12/31/2011	1,250.79	Monthly	Monthly	Flat Amt	usd		3,844.00	0.33 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2012	12/31/2012	996.63	Monthly	Monthly	Flat Amt	usd		3,844.00	0.26 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2013	12/31/2013	1,335.91	Monthly	Monthly	Flat Amt	usd		3,844.00	0.35 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2014	12/31/2014	1,443.91	Monthly	Monthly	Flat Amt	usd		3,844.00	0.38 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2015	12/31/2015	1,618.04	Monthly	Monthly	Flat Amt	usd		3,844.00	0.42 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2016	12/31/2016	1,753.39	Monthly	Monthly	Flat Amt	usd		3,844.00	0.46 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2017	12/31/2017	1,822.66	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	0.47 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	1/1/2018	10/31/2018	1,998.95	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	0.52 / Mo	0.00	Original Lease	002
came	CAM Estimated Escrow	11/1/2018	10/31/2023	1,998.95	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	0.52 / Mo	0.00	Renewal	002
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011	1,097.14	Monthly	Monthly	Flat Amt	usd		3,844.00	0.29 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012	1,705.08	Monthly	Monthly	Flat Amt	usd		3,844.00	0.44 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	1,845.03	Monthly	Monthly	Flat Amt	usd		3,844.00	0.48 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	2,015.26	Monthly	Monthly	Flat Amt	usd		3,844.00	0.52 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	2,040.82	Monthly	Monthly	Flat Amt	usd		3,844.00	0.53 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	2,031.42	Monthly	Monthly	Flat Amt	usd		3,844.00	0.53 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	1,917.67	Monthly	Monthly	Flat Amt	usd		3,844.00	0.50 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	1,968.12	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	0.51 / Mo	0.00	Original Lease	002
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	2,018.85	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	0.53 / Mo	0.00	Renewal	002
rete	Real Estate Tax Escrow	9/1/2019	10/31/2023	1,733.78	Monthly	Monthly	Flat Amt	usd	0.00	3,844.00	0.45 / Mo	0.00	Renewal	002

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	11/1/2018	10/31/2023								Renewal	002
brre	Base Rent - Retail	10/25/2010	10/31/2013								Original Lease	002
brre	Base Rent - Retail	11/1/2013	10/31/2018								Original Lease	002
came	CAM Estimated Escrow	1/1/2018	10/31/2018								Original Lease	002
came	CAM Estimated Escrow	1/1/2016	12/31/2016								Original Lease	002
came	CAM Estimated Escrow	1/1/2017	12/31/2017								Original Lease	002
came	CAM Estimated Escrow	1/1/2012	12/31/2012								Original Lease	002
came	CAM Estimated Escrow	1/1/2013	12/31/2013								Original Lease	002
came	CAM Estimated Escrow	1/1/2014	12/31/2014								Original Lease	002
came	CAM Estimated Escrow	1/1/2015	12/31/2015								Original Lease	002
came	CAM Estimated Escrow	10/25/2010	12/31/2011								Original Lease	002
came	CAM Estimated Escrow	11/1/2018	10/31/2023								Renewal	002
prev	Base Rent - Previous Owner	6/5/2009	11/1/2009								Original Lease	002
prev	Base Rent - Previous Owner	11/2/2009	10/24/2010								Original Lease	002
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019								Renewal	002
rete	Real Estate Tax Escrow	9/1/2019	10/31/2023								Renewal	002
rete	Real Estate Tax Escrow	10/25/2010	6/30/2011								Original Lease	002
rete	Real Estate Tax Escrow	7/1/2011	5/31/2012								Original Lease	002
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018								Original Lease	002
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017								Original Lease	002
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016								Original Lease	002
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015								Original Lease	002
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014								Original Lease	002
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013								Original Lease	002

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	002	TAX	retc	Real Estate Tax - 75610	11/1/2018	10/31/2023	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	002	CAM	f77c	1302303 mgmt fees	11/1/2018	10/31/2023	12		0.00	2,232.66	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	002	CAM	d12c	Def CAM - Parking Lot	11/1/2018	10/31/2023	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	002	UTL	cz0c	1302303 OEA exp Ex in,ut,mgmt	11/1/2018	10/31/2023	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	002	UTL	cz3c	1302303 Non OEA Expenses	11/1/2018	10/31/2023	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	002	UTL	cz6c	1032303 IN & UT	11/1/2018	10/31/2023	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Renewal	Renewal	Activated	60	11/1/2018	10/31/2023	002
Original Lease	Original Lease	Superseded	113	6/5/2009	10/31/2018	002

Options						
Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		10/31/2023	2/3/2023	2 of 6:5 yr Rt. Lease,Sec. 2.2	Renewal
Renewal	Active		10/31/2028	2/4/2028	3 of 6:5 yr Rt. Lease,Sec. 2.2	Renewal
Renewal	Active		10/31/2033	2/3/2033	4 of 6:5 yr Rt. Lease,Sec. 2.2	Renewal
Renewal	Active		10/31/2038	2/3/2038	5 of 6:5 yr Rt. Lease,Sec. 2.2	Renewal
Renewal	Active		10/31/2043	2/3/2043	6 of 6:5 yr Rt. Lease,Sec. 2.2	Renewal
Renewal	Exercised		10/31/2018	2/3/2018	1st Renewal Option	Original Lease

Other Lease Provisions / Clauses			
Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision	Original Lease
accs	Access	Upon reasonable prior notice, but in no event less than 24 hours (except in the case of an emergency), LL may enter the Premises during T's business hours for purposes of inspection, to show the Premises to prospective purchasers and lenders, or to perform maintenance and repair obligations imposed upon LL by the Lease. LL agrees to use its best efforts to keep such entries to a minimum and, further, during any such entry, LL shall use its best efforts not to disturb or inconvenience T in the conduct of T's business in the Premises. (Lease, Sec. 16.21, Pg. 53-54)	Original Lease
base	Base Rent	Rent Changeover Day: In advance on the first day of each calendar month during the term w/ ratable adjustment for any fractional month based on a 30- day month. Proration: In advance on the first day of each calendar month during the term w/ ratable adjustment for any fractional month based on a 30- day month. Lease Year: "Lease year" shall mean a period of twelve (12) consecutive months. The first lease year shall begin on the CD and shall end on October 31, 2009. Subsequent lease years shall begin on November 1 of such calendar year and end on October 31 of the succeeding calendar year. Prepaid Rent: No Lease Provision. (Lease, Sec. 2.3, 3.2, Pg. 2, 3)	Original Lease
brok	Brokers	Name: Northmarq Commission: LL shall pay all fees and commissions for bringing about the execution and delivery of this Lease, including but not limited to fees and commissions due to Northmarq (Lease, Sec. 16.8, Pg. 50)	Original Lease
came	CAM Notes	PRS: shall be based on the ratio of the area of the Premises to the total gross leaseable area of all bldgs on Lot 2.If the CD occurs on a day other than the first day of a month, T's PRS of Lot 2 Maintenance Charges for such partial month shall be prorated and payable on the earlier of ten days after billing therefore by LL or the first day of the next month. Denominator Exclusions: No Lease Provision. Estimates and its frequency: As of the date hereof, T's PRS shall be 38.33% based upon the Premises area of 3,844 SF and the gross leasable area of all bldgs on Lot 2 of 10,028 SF. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: shall not to exceed \$0.50. The maximum per SF charge for management fee shall be increased or decreased automatically on January 1 of each year by the same percentage as the increase or decrease, if any, in the Consumer Price Index, All Urban Consumers (1982-84 = 100) - All Cities ("CPI-U") as compared to the prior January 1. Admin Fee: No Lease Provision. CAP and its exclusions: No Lease Provision. Capital Expense: Capital Expenditures which, in accordance w/ generally accepted accounting principles, are not fully chargeable to current expense in the year the expenditure is incurred, and for purposes of calculating Lot 2 Maintenance Charges. Exclusion: Standard exclusions. Reconciliation Deadline: W/in 90 days following the end of each calendar year, LL shall furnish T w/ a statement, certified as correct by LL's managing agent. Audit Right: T shall have the right (upon ten (10) days advance, written notice by T to LL) to inspect the books and records of LL w/ respect to any costs or items contained in the Lot 2 Maintenance Charges for the two (2) Lease Years immediately preceding. (Lease, Sec. 5.3, 5.6, 5.8, Pg. 10, 14, 16)	Original Lease
cotn	Co-Tenancy	No Lease Provision	Original Lease
dark	Go Dark Right	T fails to operate the Premises for its Intended Use for a period of 30 days or more or provides LL written notice that T intends to cease operation of the Premises for its Intended Use w/in 90 days, then, upon LL's written notice to T delivered not later than 90 after such 30 day period has elapsed or such written notice is given, LL may, but shall not be obligated to, terminate the Lease by giving T written notice of termination; provided if such termination was precipitated by T ceasing the Intended Use (as distinguished from notifying LL of T's intent to cease the Intended Use), such termination shall not be effective if T resumes operation of the Intended Use w/in 30 days after receiving such notice. In the event T does not resume operation of the Intended Use w/in such 30 days (or if such termination was precipitated by T notifying LL of T's intent to cease the Intended Use), then LL's notice of termination shall be effective on the last day of the first full calendar month after the date of LL's notice of termination. (Lease, Sec. 7.11(b), Pg. 26-27)	Original Lease
deft	Default	Monetary: Any failure by T to pay Rent or make any other payment required to be made by T hereunder w/in 10 days from the date such payment is due. Non-Monetary: failure continues for 30 days after written notice thereof by LL to T. (Lease, Sec. 15.1, Pg. 42)	Original Lease
docu	List of Documents	1. Lease Agreement dated on 05/27/2009. 2. Memorandum of Lease dated on 05/27/2009. 3. Declaration of Use Restriction dated on 08/03/2009. 4. Subordination, Non-Disturbance and Attornment Agreement dated 7/28/2009.	Original Lease
docu	List of Documents	Option Notice - Letter dated 11/06/2017: 5 year extension with remaining 5 years of 5 options (Ltr).	Renewal

estl	Estoppel	w/in 30 days after written request from the other party but not more often than twice in any 12 month period, execute and deliver to the other party a certificate. (Lease, Sec. 16.7, Pg. 50)	Original Lease
exclx	Exclusivities-X	7.3 Use Restrictions. Landlord agrees that simultaneously with the Commencement Date, and as a condition thereto, Landlord will record a declaration of restrictions (Declaration Lots 2-5) in substantially the form attached hereto as Exhibit C establishing a liquor exclusive for the occupant of the Leased Premises over Lots 2 through 5.	Original Lease
guar	Guar/L.C./Indem.	No Lease Provision	Original Lease
hold	Holdover	LL and T may treat such holdover as an automatic renewal of the Lease for a month to month tenancy subject to all the terms and conditions provided herein, except that Base Rent shall be = 150% of the Base Rent plus 100% of Additional rent payable at the time of termination. In no event shall such holding be deemed to create a tenancy from year to year, nor shall LL elect to create such a tenancy. (Lease, Sec. 16.5, Pg. 49)	Original Lease
insu	Insurance	Included in CAM. (Lease, Sec. 5.6, 8.3, Pg. 14, 28)	Original Lease
late	Late Fee	Late Charge: If rent is unpaid more than 10 days after its due, LL may charge to T an administrative fee of \$100.00 per occurrence on the unpaid amount from the due date. Interest: Annual interest on the unpaid amount from the due date until paid at the rate of two percent (2%) over the prime interest rate. NSF Fee: No Lease Provision. (Lease, Sec. 3.2, Pg. 3-4)	Original Lease
lcon	Landlord Work	LL shall provide a "shell" at LL's expense: 1. Concrete Slab in approximately front 2/3 of Premises 2. Sheet rocked demising partition walls (no taping to allow for ease of T's electrical distribution) 3. Standard HVAC system w/ supply ducts (no distribution) and thermostats hanging from the units at 1 ton per every 350 SF (space will have one 5 ton rooftop unit and two 4 ton rooftop units) 4. Three standard 200 AMP electrical service panels w/ no interior electrical distribution. 5. Sprinkler installation w/ upturned heads 6. Water and sewer mains accessible in the rear of the space 7. Outlet to storefront sign 8. Three rear access doors 9. Three standard storefront entrances. (Lease, Exhibit - B, Pg. 1)	Original Lease
llma	LL Maintenance	LL covenants and agrees that it shall maintain and repair, or cause to be maintained and repaired, in good order consistent in manner and appearance as provided for in first class shopping centers, subject to reimbursement of certain costs by T as provided herein, Lot 2 and the Bldg ("Lot 2 Maintenance"). LL agrees to perform Lot 2 Maintenance on a nonprofit basis w/ a purpose to keeping such expenses at a reasonable minimum. Lot 2 Maintenance shall include all commercially reasonable and necessary maintenance and repair of Lot 2 and the Bldg (i) not required to be performed or in fact performed as a part of the Declaration CAM; or (ii) not required to be performed by T. LL, as a part of Lot 2 Maintenance, shall also make maintenance and repairs required to bring the Premises into compliance w/ changes in law, regulations, codes or other governmental requirements enacted, adopted or imposed after the CD, except to the extent that such changes in law, regulations, codes or other governmental requirements relate to T's use of the Premises. (Lease Sec. 5.2, Pg. 8-9)	Original Lease
misc	Miscellaneous	No Lease Provision	Original Lease
ocean	OEA Notes	No Lease Provision	Original Lease
othv	Overtime HVAC	No Lease Provision	Original Lease
outr	Outparcel Restriction	No Lease Provision	Original Lease
pcin	Percentage Rent Information	No Lease Provision	Original Lease
peru	Permitted Use	The Premises may be used for a liquor store, operated up to 24 hours a days and 7 days a week (except as may be restricted by law, including city ordinances and governmental approvals applicable to the Premises), selling liquor (the "Intended Use") and associated general merchandise, and any other uses that may be incidental to such liquor store from time to time (such as, but not limited to, the sale of tobacco products and lottery tickets). (Lease, Sec. 7.1, Pg. 19)	Original Lease
pkno	Parking	No Lease Provision	Original Lease
prem	Premises Notes	Premises is a space consisting of approximately 3,844 SF of net rentable area. (Lease, Sec. 1, Pg. 1)	Original Lease
prom	Promotion Fund	The cost of any promotional fund or merchant's association expenses or activities (including costs of advertising, display and decoration, set up, take down and clean up of promotions and any direct or indirect labor costs of LL are excluded from CAM. (Lease, Sec. 5.3(n), Pg. 10)	Original Lease
prou	Prohibited Use	No Lease Provision	Original Lease
pvex	Penalty for Violating Exclusive	In the event of breach of any restrictions contained w/in the Declaration Lots 2-5, then all Rent and other charges to be paid by T under the Lease shall abate by 50% until such violation is corrected. If such violation continues for a period of 180 days, T or LL may terminate the Lease by notice in writing to other at any time thereafter violation continues. (Lease, Sec. 7.3, Pg. 25)	Original Lease
rdus	Radius Restrictions	No Lease Provision	Original Lease
rean	REA Notes	No Lease Provision	Original Lease

restlx	Landlord Restrictions	Private Restrictions: LL covenants that T will not be prevented from using the Premises for the Intended Use nor prevented from exercising the rights herein granted w/ respect to the Common Areas because of any restriction, covenant or agreement entered into by any person having or having had an interest in the Premises or the S/C. If T is prevented from so using the Premises or prevented from exercising said rights granted w/ respect to the Common Areas because of any court order or other judicial determination arising out of any such restriction, covenant or agreement, the Rent and other charges to be paid by T under the Lease shall abate during the period T is so prevented from or restricted in using the Premises or exercising said rights; and if said period shall continue for 30 days or more, T may terminate the Lease by notice in writing to LL at any time thereafter during said period. LL shall defend, indemnify and save harmless T against (i) all actions, claims, costs (including reasonable attorney's fees) and (ii) all loss arising out of the existence of any such restriction, covenant or agreement or allegation thereof, provided such loss shall not include lost profits. (Lease, Sec. 7.5, Pg. 22)	Original Lease
retx	Real estate Tax	PRS: shall be based on the ratio of the area of the Premises to the total gross leaseable area of all bldgs on Lot 2. If the CD occurs on a day other than the first day of a month, T's PRS of Lot 2 Maintenance Charges for such partial month shall be prorated and payable on the earlier of ten days after billing therefore by LL or the first day of the next month. Denominator Exclusions: No Lease Provision. Estimates and its frequency: As of the date hereof, T's PRS shall be 38.33% ("T's PRS") based upon the Premises area of 3,844 SF and the gross leaseable area of all bldgs on Lot 2 of 10,028 SF. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: Standard exclusions. Reconciliation Deadline: No Lease Provision. Audit Right: No Lease Provision. (Lease, Sec. 5.6, 13.1, Pg. 14, 37)	Original Lease
sakt	Sales Kickout	No Lease Provision	Original Lease
sdpt	Security Deposit	No Lease Provision	Original Lease
sign	Signage	Consent: No Lease Provision. Signage Rights: T shall have the exclusive right to place signs and advertisements on the exterior and interior of the Premises including the exterior walls and canopy of the Premises, provided that during the last six (6) months of the term LL may place a "For Rent" sign on any portion of the exterior of the Premises other than on the plate glass or in any place obstructing T's signs. LL hereby pre-approves T's sign criteria. All of T's signage shall be in compliance with all applicable governmental codes and regulations. Pylon Sign: No Lease Provision. (Lease, Sec. 7.10, Pg. 25)	Original Lease
sppv	Special Provisions	No Lease Provision	Original Lease
stor	Storage	No Lease Provision	Original Lease
subl	Assignment/Sublease	Consent: T shall not assign or convey the Lease or any interest thereunder, or permit the use or occupancy of the Premises or any part thereof by anyone other than T w/out the prior written consent of LL. Profit Sharing: No Lease Provision. Assignment Fee: No Lease Provision. Permitted Assignment: T may sublet the whole or any part of the Premises w/out the prior written consent of LL. T may assign its interest in the Lease w/out the prior written consent of LL for use as the Intended Use (i) in connection w/ T's assignment of that certain Lease between LL and Eagan 2008 L.L.C., dated February 29, 2008, as amended from time to time, which Lease pertains to other premises in the S/C occupied by the Cub Foods grocery store, (ii) to any affiliate or wholly owned subsidiary of T's, or (iii) as a function of law. Recapture Rights: If T assigns its interest in the Lease, (i) LL and any assignees T will not amend in writing or mutually agree to terminate the Lease w/o prior written consent of T. (Lease, Sec. 11.2, Pg. 33-34)	Original Lease
subo	Subordination	LL agrees to deliver to T prior to the CD, a written agreement, in substantially the form attached hereto as Exhibit "E," from the holder of any deed of trust, trust deed or mortgage which has priority over the Lease that such holder will not disturb the rights of T under the Lease so long as T is not in default of the Lease. (Lease, Sec. 16.4, Pg. 49)	Original Lease
taap	Tenant Approval	No Lease Provision	Original Lease
term	Term Notes	ESTIMATED - Lease Commencement date: 6/5/2009. The Commencement date is contingent in Lease, the commencement date begins on 150 days following the date LL substantially completes the LL work and delivers the Lease Premises to Lessee. In the absence of mentioned dates, Abstract assumes and reflects commencement date as 06/22/2009 per JDE. Rent Commencement date: 11/2/2009. The Rent Commencement date is contingent in Lease. Hence, Abstract assumes to reflect Rent Commencement date as 06/22/2009 per JDE. Lease Expiration date: 10/31/2018.	Original Lease
term	Term Notes	Renewal Term: 11/01/2018 - 10/31/2023. (Ltr)	Renewal
tiam	Tenant Improvement Allowance	Allowance Amount: \$17,000.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL agrees that T's Cash Allowance shall be due and payable w/in 30 days. Supervision/Management Fee: No Lease Provision. (Lease, Sec. 4.3, Pg. 5-6)	Original Lease
tins	Tenant's Insurance Requirement	Commercial General Liability Policy: Shall have minimum limits of not less than \$2,000,000.00 (combined single limit), or such greater alternative liability insurance as may be required by the Declaration. T may maintain the required liability in the form of a blanket policy covering other locations of T in addition to the Leased premises. (Lease, Sec. 8.4, Pg. 28-29)	Original Lease
ttma	TT Maintenance	T covenants and agrees that it shall, at its sole cost and expense, maintain or cause to be maintained the Premises, including, w/out limitation, interior mechanical systems (electrical and plumbing,), interior utility lines, window glass, doors, and T's signage in good order and repair. HVAC: T acknowledges that the Leased premises shall be served an HVAC system dedicated exclusively to the Leased premises. LL shall maintain and administer, at T's sole cost and expense, which contract will require inspection twice annually, once at the beginning of the heating season and once at the beginning of the cooling season. T shall pay to LL on a monthly basis and together w/ T's PRS of Lot 2 Maintenance Charges the estimated monthly costs incurred by LL in connection w/ such HVAC preventative maintenance contract and in connection w/ enforcing any HVAC warranties on T's behalf. (Lease, Sec. 5.4, 5.5, Pg. 13-14)	Original Lease

util Utilities

Premises: T shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used w/in the Premises commencing w/ the Delivery Date. Separately Metered/Non Separately Metered: To the extent that T, w/ the consent of LL, contracts separately for any of the services included w/in Lot 2 Maintenance Charges (e.g., trash removal) such that the cost for the service as provided to T is paid directly by T and not by LL, T's PRS of Lot 2 Maintenance Charges shall not include any costs for the provision of such service to other tenants. T shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by T requires additional utility facilities the same shall be installed at T's expense in compliance w/ all code requirements and plans and specifications which must be approved in advance in writing by LL. (Lease, Sec. 5.6, 6.2, Pg. 15, 19)

Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
A/P Contact Name		mthornton	No address Listed	(952) 283-2558 x (Office)	mthornton@jerrysfoods.com
Billing		Supervalu Inc. 01680	11840 Valley View Road,Eden Prairie,MN 55344	(952) 828-8959 x (Office)	Haggath.E.Nadav@unfi.com
CAM		Supervalu Inc. 01680	11840 Valley View Road,Eden Prairie,MN 55344	(952) 828-8959 x (Office)	Haggath.E.Nadav@unfi.com
Commercial Cafe Contact		Supervalu, Inc.	No address Listed		mthornton@jerrysfoods.com
Gross Sales		Supervalu Inc. 01680	Supervalu Inc. 01680,Eden Prairie,MN 55344		
Notice		Supervalu, Inc. 01680	11840 Valley View Road,Eden Prairie,MN 55344		
Other		Christoper.D.Braun	No address Listed		Christoper.D.Braun@unfi.com
RET Billing Contact		Donald.A.Strehlo	No address Listed		Donald.A.Strehlo@supervalu.com
Store Contact		Roger Krafve	No address Listed	(651) 454-1562 x (Office)	
Store Contact	Supervalu, Inc. 01680	Stacy Schmidt, Store Dir Liquor	1016 Diffley Rd., Ste. 600-800,Eagan,MN 55122	(651) 454-1562 x (Office)	
Taxes	C/O Property Tax	Supervalu	P.O. Box 990,Minneapolis,MN 55440	(952) 828-8959 x (Office)	Haggath.E.Nadav@unfi.com

Lease : Ninja, Inc. (t0001859)

Lease Information

Name	Ninja, Inc.	Status	Current
DBA	Fusion Martial Arts	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	HEALTH CLUBS/GYMS/DANCE STUDIO
Location	Diffley Marketplace	Contract Area	3,000.00 (GLA)
Customer	Fusion Martial Arts	Area	3,000.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 66,000.00
Base Currency	usd	Rent Per Area	usd 22.00
Primary Contact		Deposit	4,250.00
Name	Ninja, Inc.	Lease Term	From 4/18/2011 To 10/31/2021
Office Phone			
Cell Phone			
E-Mail	info@fusionminnesota.com		

Space

Unit	Building	Floor	Area	Amendment Type
008		1	3,000.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	4/18/2011	5/2/2011	4,250.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.42 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	5/3/2011	10/31/2011	4,250.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.42 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	11/1/2011	5/31/2012	3,705.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.24 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	6/1/2012	5/31/2013	4,500.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.50 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	6/1/2013	5/31/2014	4,750.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.58 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	6/1/2014	5/31/2015	4,875.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.63 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	6/1/2015	10/31/2016	5,000.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.67 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	11/1/2016	10/31/2017	5,125.00	Monthly	Monthly	Flat Amt	usd		3,000.00	1.71 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	11/1/2017	10/31/2018	5,250.00	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	1.75 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	11/1/2018	10/31/2019	5,375.00	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	1.79 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	11/1/2019	10/31/2020	5,500.00	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	1.83 / Mo	0.00	Original Lease	008
brre	Base Rent - Retail	11/1/2020	10/31/2021	5,625.00	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	1.88 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	5/3/2011	2/29/2012	937.50	Monthly	Monthly	Flat Amt	usd		3,000.00	0.31 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	3/1/2012	2/28/2013	821.85	Monthly	Monthly	Flat Amt	usd		3,000.00	0.27 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	3/1/2013	2/28/2014	986.22	Monthly	Monthly	Flat Amt	usd		3,000.00	0.33 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	3/1/2014	2/28/2015	1,208.79	Monthly	Monthly	Flat Amt	usd		3,000.00	0.40 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	2/1/2015	2/28/2015	797.24	Monthly	Monthly	Flat Amt	usd		3,000.00	0.27 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	3/1/2015	10/31/2015	1,607.41	Monthly	Monthly	Flat Amt	usd		3,000.00	0.54 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	11/1/2015	3/31/2019	1,607.41	Monthly	Monthly	Flat Amt	usd		3,000.00	0.54 / Mo	0.00	Original Lease	008
came	CAM Estimated Escrow	4/1/2019	10/31/2021	1,712.38	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	0.57 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	5/3/2011	12/31/2011	857.50	Monthly	Monthly	Flat Amt	usd		3,000.00	0.29 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	1/1/2012	5/31/2012	954.76	Monthly	Monthly	Flat Amt	usd		3,000.00	0.32 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	1,211.87	Monthly	Monthly	Flat Amt	usd		3,000.00	0.40 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	1,468.50	Monthly	Monthly	Flat Amt	usd		3,000.00	0.49 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	1,531.56	Monthly	Monthly	Flat Amt	usd		3,000.00	0.51 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	8/1/2015	10/31/2015	1,529.23	Monthly	Monthly	Flat Amt	usd		3,000.00	0.51 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	11/1/2015	8/31/2016	1,529.23	Monthly	Monthly	Flat Amt	usd		3,000.00	0.51 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	1,507.72	Monthly	Monthly	Flat Amt	usd		3,000.00	0.50 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	1,549.31	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	0.52 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	1,586.07	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	0.53 / Mo	0.00	Original Lease	008
rete	Real Estate Tax Escrow	9/1/2019	10/31/2021	1,353.19	Monthly	Monthly	Flat Amt	usd	0.00	3,000.00	0.45 / Mo	0.00	Original Lease	008
rcbo	Rental Conc - Buildout	4/18/2011	5/2/2011	-4,250.00	Monthly	Monthly	Flat Amt	usd		3,000.00	-1.42 / Mo	0.00	Original Lease	008
rcra	Rental Conc - Rent Abatements	5/3/2011	10/2/2011	-4,250.00	Monthly	Monthly	Flat Amt	usd		3,000.00	-1.42 / Mo	0.00	Original Lease	008

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	4/18/2011	5/2/2011								Original Lease	008

brre	Base Rent - Retail	5/3/2011	10/31/2011	Original Lease	008
brre	Base Rent - Retail	11/1/2011	5/31/2012	Original Lease	008
brre	Base Rent - Retail	6/1/2012	5/31/2013	Original Lease	008
brre	Base Rent - Retail	6/1/2013	5/31/2014	Original Lease	008
brre	Base Rent - Retail	6/1/2014	5/31/2015	Original Lease	008
brre	Base Rent - Retail	6/1/2015	10/31/2016	Original Lease	008
brre	Base Rent - Retail	11/1/2016	10/31/2017	Original Lease	008
brre	Base Rent - Retail	11/1/2017	10/31/2018	Original Lease	008
brre	Base Rent - Retail	11/1/2018	10/31/2019	Original Lease	008
brre	Base Rent - Retail	11/1/2019	10/31/2020	Original Lease	008
brre	Base Rent - Retail	11/1/2020	10/31/2021	Original Lease	008
came	CAM Estimated Escrow	3/1/2014	2/28/2015	Original Lease	008
came	CAM Estimated Escrow	3/1/2015	10/31/2015	Original Lease	008
came	CAM Estimated Escrow	2/1/2015	2/28/2015	Original Lease	008
came	CAM Estimated Escrow	11/1/2015	3/31/2019	Original Lease	008
came	CAM Estimated Escrow	4/1/2019	10/31/2021	Original Lease	008
came	CAM Estimated Escrow	5/3/2011	2/29/2012	Original Lease	008
came	CAM Estimated Escrow	3/1/2012	2/28/2013	Original Lease	008
came	CAM Estimated Escrow	3/1/2013	2/28/2014	Original Lease	008
rcbo	Rental Conc - Buildout	4/18/2011	5/2/2011	Original Lease	008
rcra	Rental Conc - Rent Abatements	5/3/2011	10/2/2011	Original Lease	008
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	Original Lease	008
rete	Real Estate Tax Escrow	6/1/2012	4/30/2013	Original Lease	008
rete	Real Estate Tax Escrow	5/3/2011	12/31/2011	Original Lease	008
rete	Real Estate Tax Escrow	1/1/2012	5/31/2012	Original Lease	008
rete	Real Estate Tax Escrow	11/1/2015	8/31/2016	Original Lease	008

rete	Real Estate Tax Escrow	9/1/2016	8/31/2017								Original Lease	008
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018								Original Lease	008
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019								Original Lease	008
rete	Real Estate Tax Escrow	9/1/2019	10/31/2021								Original Lease	008
rete	Real Estate Tax Escrow	8/1/2015	10/31/2015								Original Lease	008
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015								Original Lease	008

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	008	CAM	d12c	Def CAM - Parking Lot	4/18/2011	10/31/2021	12		0.00	7,559.04	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					5.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	008	CAM	ds2c	1302304 B less SN IN UT SE	4/18/2011	10/31/2021	12		0.00	7,559.04	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					5.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	008	UTL	ds3c	1302304 IN SN UT SE R44	4/18/2011	10/31/2021	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	008	TAX	retc	Real Estate Tax - 75610	4/18/2011	10/31/2021	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Lot 3 Sub 04 Units 8-12 - 03	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	127	4/18/2011	10/31/2021	008

Options						
Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Custom	Active		10/31/2021	10/31/2021	Relocation Option	Original Lease
ROFO	Active		10/31/2021	10/31/2021	Right of 1st Offer	Original Lease

Other Lease Provisions / Clauses			
Id	Name	Description	Amendment Type
abat	Abatement	No Minimum Rent shall be due commencing on the RCD and continuing for a period of five (5) months (Abatement Months). (Lease, Exhibit B, Pg. 35)	Original Lease
accs	Access	LL reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. LL also reserves the right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the bldg or interfere w/ T's occupancy. (Lease, Sec. 7.5(B), Pg. 16)	Original Lease
base	Base Rent	Rent Changeover Day: On the first day of each calendar month. Proration: If the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of a 30 day month). Lease Year: No Lease Provision. Prepaid Rent: Rent for the first month in the amount of \$1,795.00 and Security Deposit shall be paid to LL upon execution of the Lease by T. (Lease, Sec. 1.4(D), 4.1, Pg. 2, 6)	Original Lease
brok	Brokers	LL Broker: Mid-America Real Estate Minnesota, LLC, and its agents Johnny Reimann and Stefanie Meyer. Commission: LL shall be solely responsible for Commission. (Lease, Sec. 12.1, Pg. 28)	Original Lease
came	CAM Notes	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (T's occupying greater than 10% of the S/C, theaters, restaurants, storage areas, or premises in separate bldg, where such parties are not required to pay a full PRS of Common Area Expenses or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Monthly Installments. Initial Share of CAM Expenses at \$937.50 / Month w/ annual adjustment. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: Not to exceed 15% of CAM Expenses. CAP and its exclusions: 5% of Non-Cumulative CAP, excluding snow and ice removal, security, insurance and utilities. Capital Expense: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: No Lease Provision. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 6-7; Rider, Sec. R-2, Pg. 52)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
crda	Critical Date Note	"Terms of Release of Assignor and Guarantor. It is mutually agreed by and between the parties hereto that with respect to matters accruing from and after twenty-four (24) months from the Effective Date, Assignor and Guarantor shall be released from their respective obligations under the Lease and the Guaranty. Critical Date: 11/30/17 Follow Up With: PM & Lease Admin"	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: Five (5) days of nonpayment after such installment is due. Non-Monetary: W/in 20 days after written notice from LL. (Lease, Sec. 11.1, Pg. 25)	Original Lease
docu	List of Documents	1) Shopping Center Lease dated 02/21/2011; 2) Option Notice dated 07/01/2015; 3) Assignment and Assumption of Lease and Amendment to Lease dated 11/30/2015.	Original Lease
estl	Estoppel	W/in seven (7) days after request by LL. (Lease, Sec. 10.2(C), Pg. 24)	Original Lease
excl	Exclusives	No Lease Provision.	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Matthew R. Blomquist; Jacob A. Marcus. Limitation of Liability: Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the LL the full and punctual performance and observance by T of all of the terms. After 24 months from the Effective Date (11/30/2017), Assignor and Guarantor shall be released from their respective obligations under the Lease and the Guaranty. (Assgn and Amend, Sec. 5, Exhibit - E-1, Pg. 1, 8; Lease, Sec. 1.1(D), Exhibit E, Pg. 1, 43)	Original Lease

hold	Holdover	W/out LL's consent, MTM tenancy, cancelable by either LL or T upon 30 days notice, and shall pay 150% of the last payable Minimum Rent and 100% of Additional Rent. (Lease, Sec. 3.4, Pg. 5)	Original Lease
insu	Insurance	Included in CAM Expenses. (Lease, Sec. 4.3, 8.1(A, B), Pg. 6-7, 18)	Original Lease
late	Late Fee	Late Charge: W/in 10 days after the due date, T shall pay to LL late fee of 5% of the monthly Rent. Interest: If not paid when due, shall bear interest on the unpaid portion thereof at the rate of 9% /annum from the date when due but not in excess of the highest legal rates. NSF Fee: \$50.00 for each of T' checks returned to LL unpaid by T's bank. (Lease, Sec. 4.4 (C), Pg. 7-8)	Original Lease
Icon	Landlord Work	LL shall provide the Premises in LL's Vanilla Box condition, such specifications as set forth below, plus the leasehold improvements contained in LL's plans and specifications to provide "turn-key" Premises. Such improvements shall include but not limited to: a. Relocation of T's sales counter, floor pads, glass vestibule, mirrors, drinking fountain and signs. b. Construction of manager's office, sales office, viewing area, and merchandise sales area per T's proposed floor plan. c. Furnish a clean, concrete slab floor, per T's floor covering. d. All floor finishes to T's specifications (carpet and/or tile). e. Prepare and prime all demising walls and remaining interior walls. f. All required painting shall be completed to T's specifications. g. Provide or install rigid electrical conduit, junction boxes and wires to connect to T's storefront and other exterior signs, if any. h Provide existing HVAC system, including all ductwork diffusers, return air vents and thermostat. i. Provide restroom(s) in code and in working order w/ walls paint to T's specifications. j. Provide ceiling w/ bldg standard white acoustical drop-in tiles as shown on the construction plan approved by T throughout the Premises. k, Provide lighting fixtures as approved by T for the suspended ceiling areas including recessed "can" style lights as well as "track" style lighting for reception area. Provide lighting as approved by T on construction plans in the areas w/ the open ceiling. l. Deliver the Premises "broom clean" free of trash and/or debris. LL represents and warrants that the Premises will be in good operating condition upon delivery of possession to T. (Lease, Sec. 6.1-6.2, Exhibit - C-1, Pg. 10, 36)	Original Lease
llma	LL Maintenance	LL shall, maintain in good repair the exterior walls, roof, and sidewalks located on the S/C. LL may at its sole discretion arrange for a maintenance contract of all roof structures, the cost of which shall be T's responsibility as to T's PRS. T shall pay, as Additional Rent to LL, its PRS of the cost of said repairs and maintenance incurred by LL. (Lease, Sec. 6.3, Pg. 10-11)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	T shall use the Premises for the operation of a martial arts studio including fitness, personal training and yoga, and for no other purposes. (Lease, Sec. 1.7, 7.1, Pg. 3, 14)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers of tenants of the S/C and T and its employees may not park in any portion of the parking area, except that portion thereof designated or which may hereafter be designated as "Employees' Parking Area." Upon request of the LL, T will furnish to LL the license numbers of any automobiles belonging to T or its employees and in the event any of such vehicles shall be parked in areas other than those designated for employee parking, the T shall pay to LL forthwith on demand an amount = \$10.00 /day of each day that such vehicles shall be parked in such no designated areas. (Lease, Sec. 7.2, Pg. 14-15)	Original Lease
prem	Premises Notes	LL hereby leases to T, the Premises in an area consists of 3,000 SF of gross floor area. The floor area of the Premises is the number of SF. Upon notice to LL, T's and LL's architects shall certify to LL as to the correct dimensions of the Premises and, if different from the dimensions provided for herein, Minimum Rent and all other charges payable hereunder shall be adjusted to reflect the actual dimensions of the Premises. (Lease, Sec. 1.2, Pg. 1; Rider, Sec. R-3. Pg. 52)	Original Lease
prom	Promotion Fund	If any merchants association shall be formed in which the tenants in the center are included, T agrees to maintain a membership therein, to attend meetings thereof and to pay such dues and assessments as may be required therein. T agrees to participate in and to pay its PRS of all center-wide promotions including cooperative advertising employed in connection w/ the said promotions. T shall include the name and location of the center in all advertising done by T for its business in the Premises. LL, at its option, may include the costs as Common Area Expenses. (Lease, Sec. 4.7, Pg. 9)	Original Lease
prou	Prohibited Use	T shall not use the premises for following use, 1. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes, massage parlor, steam bath, nude modeling, establishment w/ nude or semi-nude waiters, waitresses or entertainers; 2. Auction or bankruptcy sale; 3. Auditorium, meeting hall, ballroom, school, educational facilities, or other place of public assembly; 4. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; 5. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; 6. Bowling alley; 7. Car wash, car repair or car rental agency; 8. Cocktail lounge, bar, disco or night club; 9. Dance hall; 10. Funeral establishment. See Lease for complete details. (Lease, Sec. 7.1, Exhibit F, Pg. 14, 47)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	Neither T nor any person, firm, or corporation directly or indirectly affiliated w/ T nor T's franchisers, subsidiaries, parents, partners or shareholders (in a closely held corporation) shall conduct any commercial establishment w/in three (3) miles (measured in a straight line in all directions from the S/C) of the S/C during the Term. (Lease, Sec. 7.1, Pg. 14)	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease

restlx	Landlord Restrictions	No Lease Provision.	Original Lease
restx	Tenant Restrictions	No Lease Provision.	Original Lease
retx	Real estate Tax	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (T's occupying greater than 10% of the S/C, theaters, restaurants, storage areas, or premises in separate bldg, where such parties are not required to pay a full PRS of Common Area Expenses or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Initial Estimate of RET at \$857.50/ Month. Monthly Installments. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: Standard Exclusion. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: No Lease Provision. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 6-7)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Amount: \$4,250.00. Return and Interest: Upon yielding of the Premises at the termination of the Lease, and provided no default has occurred, the Security Deposit shall be returned to the T. No interest shall be payable on the Security Deposit. Reduction/Increase: No Lease Provision. (Lease, Sec. 1.5, 5.1, Pg. 2, 9)	Original Lease
sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, paint, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the bldg of which the Premises is a part, or inside the Premises if visible from the outside, w/out first obtaining the LL's written approval. Signage Rights: T shall be obligated to install at least one sign in conformance with, as well as any additional signs required by, such sign criteria. All signs shall comply w/ applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therew/ shall be the responsibility of the T. Pylon Sign: No Lease Provision. (Lease, Sec. 6.5, Pg. 11)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T shall not assign the Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in the Lease w/out first obtaining the consent of LL. Profit Sharing: 100%. Assignment Fee: \$2,000.00. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 22-23)	Original Lease
subo	Subordination	The Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the S/C, now or in the future, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. T shall attorn to and recognize the LL, Mortgagee, Trustee, Beneficiary or the Purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as T's LL for the balance of the Term of the Lease, subject to all of the terms and provisions. (Lease, Sec. 10.2 (B), Pg. 24)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Lease Commencement Date: 04/18/2011. (Per Lease dated 02/21/2011, the CD is "Commencement of Term shall occur upon delivery of possession to T." Hence Abstract reflects as per JDE (04/18/2011)). Rent Commencement Date: 05/03/2011. (RCD shall be the date which is 15 days after the date on which LL delivers possession of the Premises to T w/ LL's Work completed). Lease Expiration Date: 10/31/2021. (Option Notice; Lease, Sec. 1.3(A, B), Pg. 2)	Original Lease
tiam	Tenant Improvement Allow.	No Lease Provision.	Original Lease
tins	Tenant's Insurance Requirement	T shall procure insurance as follows: (1) Commercial General Liability (CGL) insurance: Personal injury liability, including but not limited to, bodily injury, death or property damage w/ limits of not less than limit of \$1,000,000.00 including a per location aggregate and \$2,000,000.00 general aggregate, per location and Fire Legal Liability Insurance in amounts sufficient to cover the replacement costs of the Premises and loss of the use. (2) Plate Glass Insurance: T shall keep and maintain in force during the Term, plate glass insurance upon windows and doors in the Premises. (3) Boiler machinery insurance required in the amount = the value of the mechanical equipment. (4) Dram Shop/Liquor Liability Insurance: W/ minimum of \$1,000,000 per occurrence. (5) Physical Damage Insurance: Insurance shall be written on an all risks of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than \$10,000. (6) Worker's Compensation Insurance: Required by applicable law. (7) Employers liability insurance: Not less than 500,000 for each accident and \$500,000 for diseases. \$500,000 for disease - Each Employee, and \$500,000 for Disease-Policy Limit. (8) Extra expense and business interruption insurance: Not less than 12 months of minimum rent and additional rent and naming LL as loss payee. (9) Automobile Insurance \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident. (10) Umbrella or Excess Liability: Not less than \$5,000,000 in excess of CGL. (11) Other Insurance: Any such other types, coverages and amounts of insurance as may be required by LLs of real estate properties similar to the S/C in the metropolitan area where the Premises is located. Additional Insured: LL and any other party named by LL. (Lease, Sec. 8.1 (D, E), Pg. 18-20)	Original Lease

ttma TT Maintenance T shall keep and maintain in good order, condition and repair the Premises and every part thereof and any and all appurtenances hereto located, including, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities w/in the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, and all alterations, improvements and installations made by T under the terms of the Lease and any exhibits, as herein provided; any repairs required to be made in the Premises due to burglary of the Premises or other illegal acts on the Premises or any damage to the Premises caused by a strike involving the T or its employees. T shall maintain and bear the expense of the light fixtures and bulbs, air-conditioning units and filters, janitorial services, interior pest control, and the like. At all times during the Term, T, at its sole cost and expense, shall maintain an HVAC maintenance contract in effect w/ a licensed competent contractor for the consistent periodic inspection and maintenance of all HVAC systems located on or for the use of the Premises. All HVAC and grease trap maintenance contracts will be entered into w/ responsible, experienced providers. (Lease, Sec. 6.9, Pg. 13)

Original Lease

util Utilities Premises: T shall be responsible for and shall pay for all utilities used or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. LL shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service ("Alternate Service Provider") or continue to contract for service from the present Provider of electric service ("Electric Service Provider"). Separately Metered/Non Separately Metered: In the event any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion, T shall at LL's request pay the cost thereof to LL or any proration of such cost attributable to the Premises as determined by LL in LL's sole and absolute discretion as and when the charges thereof become due and payable. (Lease, Sec. 4.6, Pg. 8)

Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing		Ninja, Inc.	Ninja, Inc.,Eagn,MN 55122		info@fusionminnesota.com
CAM		Ninja, Inc.	Ninja, Inc.,Eagn,MN 55122		
Commercial Cafe Contact		Ninja, Inc.	Ninja, Inc.,Eagn,MN 55122		info@fusionminnesota.com
Gross Sales		Ninja, Inc.	Ninja, Inc.,Eagn,MN 55122		
Guarantor		Jacob A. Marcus	Jacob A. Marcus,Eagan,MN 55122		
Guarantor		Matthew R. Blomquist	Matthew R. Blomquist,St. Paul,MN 55116		
Notice1		Ninja, Inc.	Ninja, Inc.,Eagan,MN 55122		
Store Contact		Matt Blomquist	No address Listed	(651) 452-8449 x (Office)	
Taxes		Ninja, Inc.	Ninja, Inc.,Eagn,MN 55122		

Lease : MBBK, LLC (t0002268)

Lease Information

Name	MBBK, LLC	Status	Current
DBA	Fusion Yoga	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	HEALTH CLUBS/GYMS/DANCE STUDIO
Location	Diffley Marketplace	Contract Area	1,030.00 (GLA)
Customer	Fusion Yoga	Area	1,030.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 25,914.84
Base Currency	usd	Rent Per Area	usd 25.16
Primary Contact		Deposit	0.00
Name	MBBK, LLC	Lease Term	From 1/4/2013 To 1/31/2022
Office Phone			
Cell Phone			
E-Mail	sam@fusion-yoga.com		

Space

Unit	Building	Floor	Area	Amendment Type
010		1	1,030.00	Original Lease

brrc	Base Rent - Retail	2/1/2018	1/31/2019	Original Lease	010
brrc	Base Rent - Retail	2/1/2019	1/31/2020	Original Lease	010
brrc	Base Rent - Retail	2/1/2020	1/31/2021	Original Lease	010
brrc	Base Rent - Retail	2/1/2021	1/31/2022	Original Lease	010
came	CAM Estimated Escrow	3/1/2014	2/28/2015	Original Lease	010
came	CAM Estimated Escrow	1/19/2013	2/28/2014	Original Lease	010
came	CAM Estimated Escrow	3/1/2015	1/31/2022	Original Lease	010
came	CAM Estimated Escrow	2/1/2015	2/28/2015	Original Lease	010
rcbo	Rental Conc - Buildout	1/4/2013	1/18/2013	Original Lease	010
rcra	Rental Conc - Rent Abatements	1/19/2013	7/18/2013	Original Lease	010
rete	Real Estate Tax Escrow	1/19/2013	4/30/2013	Original Lease	010
rete	Real Estate Tax Escrow	5/1/2013	5/31/2014	Original Lease	010
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	Original Lease	010
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	Original Lease	010
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	Original Lease	010
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	Original Lease	010
rete	Real Estate Tax Escrow	9/1/2019	1/31/2022	Original Lease	010
rete	Real Estate Tax Escrow	6/1/2014	7/31/2015	Original Lease	010

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	010	TAX	retc	Real Estate Tax - 75610	1/4/2013	1/31/2022	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	010	CAM	mx2c	1302304.MA	1/4/2013	1/31/2022	12		0.00	2,230.12	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				5.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	010	CAM	d12c	Def CAM - Parking Lot	1/4/2013	1/31/2022	12		0.00	2,230.12	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				5.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	010	UTL	ds3c	1302304 IN SN UT SE R44	1/4/2013	1/31/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	010	CAM	ds2c	1302304 B less SN IN UT SE	1/4/2013	1/31/2022	12		0.00	2,230.12	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				5.00		0.00		GLA		Lot 3 Sub 04 Units 8-12 - 03	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	109	1/4/2013	1/31/2022	010

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		1/31/2022	11/2/2021	Renewal Option	Original Lease
Custom	Active		1/31/2022	1/31/2022	Relocation Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Minimum Rent shall be due commencing on the RCD and continuing for a period of six (6) months ("Abatement Months"). (1st Amend, Exh B, Pg. 4)	Original Lease
accs	Access	LL reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. LL also reserves the right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the bldg or interfere w/ T's occupancy. (Lease, Sec. 7.4(B), Pg. 16)	Original Lease
base	Base Rent	Rent Changeover Day: On the first day of each calendar month. Proration: If the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of a 30-day month). Lease Year: No Lease Provision. Prepaid Rent: Rent for the first month in the amount of \$749.32 ("Initial Rent") shall be paid to LL upon execution of the Lease by T. (Lease, Sec. 1.4(D), 4.1, Pg. 2, 5)	Original Lease
brok	Brokers	None. (Lease, Sec. 12.1, Pg. 27-28)	Original Lease
came	CAM Notes	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (tenants occupying greater than 10% of the S/C, theaters, restaurants, storage areas, or premises in separate bldg, where such patties are not required to pay a full PRS of Common Area Expenses or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Monthly Installments. T's initial share of Common Area Expenses shall begin at \$3,996.36 annually (\$333.03 monthly). Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: Not to exceed 15% of CAM Expenses. CAP and its exclusions: 5% of Non-Cumulative CAP excludes snow and ice removal, security, insurance and utilities. Capital Expense: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: No Lease Provision. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7; Rider, Sec. R-1, Pg. 51)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: When due and the continuance of such nonpayment for five (5) days. Non-Monetary: 20 days after written notice and demand from LL. (Lease, Sec. 11.1, Pg. 24)	Original Lease
docu	List of Documents	1) Shopping Center Lease dated 09/08/2012; 2) Possession Letter dated 01/04/2013; 3) Lease Amendment dated 12/14/2012; 4) Assignment and Amendment of Lease and Amendment to Lease dated 08/26/2015.	Original Lease
estl	Estoppel	W/in seven (7) days after request by LL. (Lease, Sec. 10.2(C), Pg. 23)	Original Lease
exclx	Exclusives	No Lease Provision.	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Matthew R. Blomquist. Limitation of Liability (Charge and Term): Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the LL the full and punctual performance and observance by T of all of the terms, conditions, covenants and obligations to be performed and observed by T under the Lease and any month to month tenancy created as a result of holding over by T after the expiration or termination of the Lease including, the payment as and when due of all Minimum Rent and Additional Rent and any other sums payable by T under the Lease. (Lease, Sec. 1.1 (D), Exh E, Pg. 1, 43-45)	Original Lease
hold	Holdover	W/out the consent of LL, MTM Tenancy, cancelable by either LL or T upon 30 days' written notice, and at Minimum Rent = 150% of the total Minimum Rent and 100% of Additional Rent as existed during the last year of the term. (Lease, Sec. 3.4, Pg. 5)	Original Lease
insu	Insurance	Included in CAM Expenses. (Lease, Sec. 4.3, Pg. 5-7)	Original Lease
late	Late Fee	Late Charge: W/in ten (10) days of the due date, T shall promptly pay to LL a sum = 5% of the monthly Rent as special damages. Interest: If not paid when due, shall bear interest on the unpaid portion thereof at the rate of 9% /annum from the date when due but not in excess of the highest legal rates. NSF Fee: \$50.00 dollars for each of T's checks returned to LL unpaid by T's bank. (Lease, Sec. 4.4(C), Pg. 7-8)	Original Lease
lcon	Landlord Work	LL shall use commercially reasonable efforts to substantially complete such construction in a timely manner, provided that in the event such substantial construction is delayed or hindered by strikes, casualties, fires, injunctions, inability to secure materials, restraints of law, actions of the elements, or any other causes beyond the reasonable control of LL, or by any acts or omissions of T, then the construction period shall be extended to the extent of such delays. Upon LL's delivery of the Premises pursuant to the Lease, the utility systems, HVAC system, mechanical systems and all work completed serving the Premises shall be in good working order. T shall have the right to conduct a final inspection prior to accepting delivery of the Premises. T acknowledges that the HVAC requirement for "hot yoga" will require an HVAC add of \$12,500. See Lease for complete details. (1st Amend, Exh C-1, Pg. 5; Lease, Sec. 6.1-6.2, Pg. 9-10; Rider, Sec. R-2, Pg. 51)	Original Lease

llma	LL Maintenance	LL shall, subject to T's reimbursement, maintain in good repair the exterior walls, roof, and sidewalks located on the S/C. LL may at its sole discretion arrange for a maintenance contract of all roof structures, the cost of which shall be T's responsibility as to T's PRS thereof. T shall pay, as Additional Rent to LL, its PRS of the cost of said repairs and maintenance incurred by LL. (Lease, Sec. 6.3, Pg. 10)	Original Lease
misc	Miscellaneous	Trash Removal: T shall at its own expenses, place any rubbish or other matter outside the bldg or in the Premises only in such containers as are authorized from time to time by LL and pay the cost of removal of all of T's refuse or rubbish. If LL shall provide or designate a service for picking up refuse or garbage, T shall use the same at its sole cost. (Lease, Sec. 6.9, Pg. 13)	Original Lease
oean	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	Use of the premises: T shall use the Premises for the operation of a yoga studio or the operation of a martial arts studio, and for no other purposes whatsoever. T shall use and occupy the Premises only for those permitted uses and for no other purpose w/out LL's prior written consent. (Lease, Sec. 1.7, 7.1, Pg. 3, 13)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers of tenants of the S/C and T and its employees may not park in any portion of the parking area, except that portion thereof designated or which may hereafter be designated as "Employees' Parking Area." Upon request of the LL, T will furnish to LL the license numbers of any automobiles belonging to T or its employees and in the event any of such vehicles shall be parked in areas other than those designated for employee parking, the T shall pay to LL forthwith on demand an amount = \$10.00 /day of each day that such vehicles shall be parked in such non-designated areas. (Lease, Sec. 7.2, Pg. 14)	Original Lease
prem	Premises Notes	The Leased Premises has 1,030 SF of gross floor area. (Lease, Sec. 1.2(B), Pg. 1)	Original Lease
prom	Promotion Fund	If any merchant's association shall be formed in which the tenants in the center are included, T agrees to maintain a membership therein, to attend meetings and to pay such dues and assessments as may be required. T agrees to participate in and to pay its PRS of all center-wide promotions including cooperative advertising employed in connection w/ the said promotions. LL, at its option, may include the costs as Common Area Expenses. (Lease, Sec. 4.7, Pg. 8-9)	Original Lease
prou	Prohibited Use	T shall not use the Premises for following purposes: Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal w/ or depict human sexuality), massage parlor, steam bath, nude modeling, establishment w/ nude or semi-nude waiters, waitresses or entertainers; Auction or bankruptcy sale; Auditorium, meeting hall, ballroom, educational facilities (including beauty schools, barber colleges, reading rooms or libraries), or other place of public assembly; Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business. See Lease for complete details. (Lease, Sec. 1.7, 7.1, Exh F, Pg. 3, 13, 47)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	Neither T nor any person, firm, or corporation directly or indirectly affiliated w/ T nor T's franchisers, subsidiaries, parents, partners or shareholders (in a closely held corporation) shall conduct any commercial establishment w/in three (3) miles (measured in a straight line in all directions from the S/C) of the S/C during the Term. (Lease, Sec. 7.1, Pg. 13)	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restx	Tenant Restrictions	Except by prior written consent of LL, T shall not: Use or operate any machinery that, in LL's opinion, is harmful to the bldg or disturbing to other tenants in the bldg of which the Premises is a part, nor shall T use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard or seen outside of the Premises, nor display merchandise on the exterior of the Premises either for sale or for promotional purposes, nor shall T create any noxious or objectionable odors which may be disturbing to other tenants in the bldg of which the Premises is a part. (Lease, Sec. 7.4(C), Pg. 15)	Original Lease
retx	Real estate Tax	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (tenants occupying greater than 10% of the S/C, theaters, restaurants, storage areas, or premises in separate bldg, where such patties are not required to pay a full PRS of Common Area Expenses or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Monthly Installments. T's initial share of Real Estate Taxes shall begin at \$4,995.48 annually (\$416.29 monthly). Base Year: No lease Provision. Admin Fee: No lease Provision. CAP: No lease Provision. Exclusion: Standard Exclusions. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: No lease Provision. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease

sdpt	Security Deposit	None. (Lease, Sec. 1.5, Pg. 2)	Original Lease
sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the bldg of which the Premises is a part, or inside the Premises if visible from the outside, w/out first obtaining the LL's written approval. Signage Rights: T further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc., as may be approved in good condition and repair at all times, and repair all damage to the Premises that is caused by the installation, maintenance or removal of such signs, lettering, etc. All signs shall comply w/ the sign criteria provided by LL. Pylon Sign: No Lease Provision. (Lease, Sec. 6.5, Exhibit D, Pg. 10-11, 40-42)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T shall not assign the Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in the Lease ("Transfer") w/out first obtaining the consent of LL, which consent shall not be unreasonably withheld. Profit Sharing: 100%. Assignment Fee: \$2,000.00. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 21-23)	Original Lease
subo	Subordination	The Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the S/C, now or in the future, or any part, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. T shall attorn to and recognize the LL, Mortgagee, Trustee, Beneficiary or the Purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as T's LL for the balance of the Term of the Lease, subject to all of the terms and provisions. (Lease, Sec. 10.2 (B), Pg. 23)	Original Lease
taap	Tenant Approval	Prior to commencing construction of LL's Work, LL shall obtain approval from T of the final plans for LL's Work, which approval shall not be unreasonably withheld conditioned or delayed. If T does not provide any objections to the plans submitted by LL w/in five (5) business days after submittal, the plans shall be deemed to have been approved by T. T shall be solely responsible for all costs and expenses for LL's Work as described in the approved plans in excess of \$82,200.00. (1st Amend, Sec. 5, Pg. 2; Rider, Sec. R-3, Pg. 51)	Original Lease
term	Term Notes	LCD: Commencing upon delivery of possession to T (01/04/2013); RCD: 15 days after delivery of possession to T (01/04/2013 + 15 days = 01/19/2013); LED: 01/31/2022. (1st Amend, Sec. 2, Pg. 1; Possession Letter; Lease, Sec. 1.3, Pg. 1-2)	Original Lease
tiam	Tenant Improvement Allow.	No Lease Provision.	Original Lease
tins	Tenant's Insurance Requirement	T shall keep in force at its own expense, (1) Commercial General Liability insurance: Not less than limit of \$1,000,000.00 including a per location aggregate and \$2,000,000.00 general aggregate, per location and Fire Legal Liability Insurance in amounts sufficient to cover the replacement costs of the Premises and loss of the use. The LL and Owner are to be endorsed as additional insured. (2) Plate Glass Insurance: Upon windows and doors in the Premises. T may self-insure glass coverage w/ limits acceptable to LL. (3) Boiler machinery insurance: In the amount = value of mechanical equipment. (4) Dram Shop/Liquor Liability Insurance: A minimum limit of \$1,000,000.00 per occurrence. (5) Physical Damage Insurance: The full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than \$10,000. (6) Worker's Compensation Insurance: Not less than those required by applicable law. (7) Employers Liability insurance: Not less than \$500,000 for Each Accident, \$500,000 for Diseases Each Employee, and \$500,000 for Disease Policy Limit. (8) Extra expense and business interruption insurance: Not less than 12 months of Minimum Rent and Additional Rent, naming LL as loss payee. (9) Automobile Insurance: Not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident. (10) Umbrella or Excess Liability coverage: Not less than \$5,000,000 in excess of the CGL Insurance. (11) Other Insurance: Any such other types, coverages and amounts of insurance as may be required from time to time by LLs of real estate properties similar to the S/C in the metropolitan area where the Premises is located. (12) Additional Insured: All insurance policies required of T in the Lease shall be in the name of T, and shall name LL, and, upon request, any other party named by LL w/ an interest in the Lease, as an additional insured. (Lease, Sec. 8.1(D-E), Pg. 18-19)	Original Lease

ttma	TT Maintenance	<p>T shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part and any and all appurtenances hereto located, including, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities w/in the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical system, sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, and all alterations, improvements and installations made by T under the terms of the Lease and any exhibits; any repairs required to be made in the Premises due to burglary of the Premises or other illegal acts on the Premises or any damage to the Premises caused by a strike involving the T or its employees. T shall maintain and bear the expense of the light fixtures and bulbs, air-conditioning units and filters, janitorial services, interior pest control, and the like. At all times during the Term, T, at its sole cost and expense, shall maintain an HVAC maintenance contract in effect w/ a licensed competent contractor for the consistent periodic inspection and maintenance of all HVAC systems located on or for the use of the Premises. If the permitted use of the Premises is as a restaurant or other prepared food provider, T, at its sole cost and expense, shall maintain in effect at all times during the Term of the Lease a grease trap maintenance contract for the consistent and periodic inspection and maintenance of all grease traps located on or which service the Premises. All HVAC and grease ti-al) maintenance contracts will be entered into w/ responsible, experienced providers. T is obligated to provide copies of all such maintenance contracts to LL on an annual basis. (Lease, Sec. 6.9, Pg. 12-13)</p>	Original Lease
util	Utilities	<p>Premises: T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. LL shall have the right at any time and during the Term to either contract for service from a different company or companies providing electricity service ("Alternate Service Provider") or continue to contract for service from the present provider of electric service ("Electric Service Provider"). Separately Metered/Non Separately Metered: If any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion, T shall at LL's request pay the cost thereof to LL or any proration of such cost attributable to the Premises as determined by LL in LL's sole and absolute discretion as and when the charges thereof become due and payable. (Lease, Sec. 4.6, Pg. 8)</p>	Original Lease

Contacts					
Role	Company	Name	Address	Phone	Email
Billing		MBBK, LLC	1012 Diffley Road. Suite 600,Eagan,MN 55123		sam@fusion-yoga.com
CAM		MBBK, LLC	1012 Diffley Road. Suite 600,Eagan,MN 55123		
Commercial Cafe Contact		MBBK, LLC	1012 Diffley Road. Suite 600,Eagan,MN 55123		sam@fusion-yoga.com
Gross Sales		MBBK, LLC	1012 Diffley Road. Suite 600,Eagan,MN 55123		
Guarantor		Matthew R. Blomquist	1012 Diffley Road. Suite 600,Eagan,MN 55123		
Notice1		MBBK, LLC	1012 Diffley Road. Suite 600,Eagan,MN 55123		
Store Contact		Brigette Smith	No address Listed	(651) 686-1006 x (Office)	
Taxes		MBBK, LLC	1012 Diffley Road. Suite 600,Eagan,MN 55123		

Lease : Minnesota Orthodontics and Dentofacial Orthopedics P.A. (t0002275)

Lease Information

Name	Minnesota Orthodontics and Dentofacial Orthopedics P.A.	Status	Current
DBA	Minnesota Orthodontics	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	MEDICAL OFFICE
Location	Diffley Marketplace	Contract Area	4,245.00 (GLA)
Customer	Minnesota Orthodontics	Area	4,245.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 80,824.80
Base Currency	usd	Rent Per Area	usd 19.04
		Deposit	0.00
Primary Contact		Lease Term	From 1/23/2014 To 7/31/2029
Name	Minnesota Orthodontics and Dentofacial Orthopedics P.A.		
Office Phone			
Cell Phone			
E-Mail	beckyc@northfieldorthodontics.com		

Space

Unit	Building	Floor	Area	Amendment Type
014		1	2,865.00	Expansion
021		1	1,380.00	Expansion

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	1/23/2014	1/31/2018	4,133.33	Monthly	Monthly	Flat Amt	usd		2,865.00	1.44 / Mo	0.00	Original Lease	014
brre	Base Rent - Retail	2/1/2018	7/21/2019	4,546.67	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	1.59 / Mo	0.00	Original Lease	014
brre	Base Rent - Retail	7/22/2019	1/17/2020	6,735.40	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	1.59 / Mo	0.00	Expansion	014, 021
brre	Base Rent - Retail	7/22/2019	1/17/2020	4,546.67	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	1.59 / Mo	0.00	Expansion	014, 021
brre	Base Rent - Retail	1/18/2020	1/31/2021	6,735.40	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	1.59 / Mo	0.00	Expansion	014, 021
brre	Base Rent - Retail	2/1/2021	1/31/2025	7,350.93	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	1.73 / Mo	0.00	Expansion	014, 021
brre	Base Rent - Retail	2/1/2025	7/31/2029	7,962.91	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	1.88 / Mo	0.00	Expansion	014, 021
came	CAM Estimated Escrow	1/23/2014	2/28/2015	801.87	Monthly	Monthly	Flat Amt	usd		2,865.00	0.28 / Mo	0.00	Original Lease	014
came	CAM Estimated Escrow	2/1/2015	2/28/2015	-468.32	Monthly	Monthly	Flat Amt	usd		2,865.00	-0.16 / Mo	0.00	Original Lease	014
came	CAM Estimated Escrow	3/1/2015	2/29/2016	567.71	Monthly	Monthly	Flat Amt	usd		2,865.00	0.20 / Mo	0.00	Original Lease	014
came	CAM Estimated Escrow	3/1/2016	2/28/2017	872.45	Monthly	Monthly	Flat Amt	usd		2,865.00	0.30 / Mo	0.00	Original Lease	014
came	CAM Estimated Escrow	3/1/2017	3/31/2019	1,085.40	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.38 / Mo	0.00	Original Lease	014
came	CAM Estimated Escrow	4/1/2019	7/21/2019	1,666.49	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.58 / Mo	0.00	Original Lease	014
came	CAM Estimated Escrow	7/22/2019	1/17/2020	1,666.49	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.58 / Mo	0.00	Expansion	014, 021
came	CAM Estimated Escrow	1/18/2020	7/31/2029	2,469.20	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	0.58 / Mo	0.00	Expansion	014, 021
rete	Real Estate Tax Escrow	1/23/2014	7/31/2015	909.33	Monthly	Monthly	Flat Amt	usd		2,865.00	0.32 / Mo	0.00	Original Lease	014
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	1,129.30	Monthly	Monthly	Flat Amt	usd		2,865.00	0.39 / Mo	0.00	Original Lease	014
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	1,161.73	Monthly	Monthly	Flat Amt	usd		2,865.00	0.41 / Mo	0.00	Original Lease	014
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	1,152.94	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.40 / Mo	0.00	Original Lease	014
rete	Real Estate Tax Escrow	11/1/2018	7/21/2019	1,199.97	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.42 / Mo	0.00	Original Lease	014
rete	Real Estate Tax Escrow	7/22/2019	8/31/2019	1,199.97	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.42 / Mo	0.00	Expansion	014, 021
rete	Real Estate Tax Escrow	9/1/2019	1/17/2020	1,213.92	Monthly	Monthly	Flat Amt	usd	0.00	2,865.00	0.42 / Mo	0.00	Expansion	014, 021
rete	Real Estate Tax Escrow	1/18/2020	7/31/2029	1,798.64	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	0.42 / Mo	0.00	Expansion	014, 021
rcbo	Rental Conc - Buildout	7/22/2019	1/17/2020	-6,735.40	Monthly	Monthly	Flat Amt	usd	0.00	4,245.00	-1.59 / Mo	0.00	Expansion	014, 021
rcca	Rental Conc - CAM Abatements	1/23/2014	7/22/2014	-801.87	Monthly	Monthly	Flat Amt	usd		2,865.00	-0.28 / Mo	0.00	Original Lease	014
rcra	Rental Conc - Rent Abatements	1/23/2014	7/22/2014	-4,133.33	Monthly	Monthly	Flat Amt	usd		2,865.00	-1.44 / Mo	0.00	Original Lease	014
rctx	Rental Conc - TAX Abatements	1/23/2014	7/22/2014	-909.33	Monthly	Monthly	Flat Amt	usd		2,865.00	-0.32 / Mo	0.00	Original Lease	014

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	1/18/2020	1/31/2021								Expansion	014, 021
brre	Base Rent - Retail	2/1/2021	1/31/2025								Expansion	014, 021
brre	Base Rent - Retail	2/1/2025	7/31/2029								Expansion	014, 021
brre	Base Rent - Retail	7/22/2019	1/17/2020								Expansion	014, 021

brre	Base Rent - Retail	7/22/2019	1/17/2020	Expansion	014, 021
brre	Base Rent - Retail	1/23/2014	1/31/2018	Original Lease	014
brre	Base Rent - Retail	2/1/2018	7/21/2019	Original Lease	014
brre	Base Rent - Retail	2/1/2021	7/21/2019	Original Lease	014
brre	Base Rent - Retail	2/1/2025	7/21/2019	Original Lease	014
came	CAM Estimated Escrow	3/1/2017	3/31/2019	Original Lease	014
came	CAM Estimated Escrow	4/1/2019	7/21/2019	Original Lease	014
came	CAM Estimated Escrow	7/22/2019	1/17/2020	Expansion	014, 021
came	CAM Estimated Escrow	1/23/2014	2/28/2015	Original Lease	014
came	CAM Estimated Escrow	3/1/2015	2/29/2016	Original Lease	014
came	CAM Estimated Escrow	2/1/2015	2/28/2015	Original Lease	014
came	CAM Estimated Escrow	3/1/2016	2/28/2017	Original Lease	014
came	CAM Estimated Escrow	1/18/2020	7/31/2029	Expansion	014, 021
rcbo	Rental Conc - Buildout	7/22/2019	1/17/2020	Expansion	014, 021
rcca	Rental Conc - CAM Abatements	1/23/2014	7/22/2014	Original Lease	014
rcra	Rental Conc - Rent Abatements	1/23/2014	7/22/2014	Original Lease	014
rctx	Rental Conc - TAX Abatements	1/23/2014	7/22/2014	Original Lease	014
rete	Real Estate Tax Escrow	1/23/2014	7/31/2015	Original Lease	014
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	Original Lease	014
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	Original Lease	014
rete	Real Estate Tax Escrow	7/22/2019	8/31/2019	Expansion	014, 021
rete	Real Estate Tax Escrow	9/1/2019	1/17/2020	Expansion	014, 021
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	Original Lease	014
rete	Real Estate Tax Escrow	11/1/2018	7/21/2019	Original Lease	014
rete	Real Estate Tax Escrow	1/18/2020	7/31/2029	Expansion	014, 021

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Expansion	014, 021	CAM	go3c	1302306 B less O14	7/22/2019	7/31/2029	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator	Denominator	
	N	N					0.00		0.00		GLA	Lot 5 Sub 06 Units 14,16,17,21 - 04	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Expansion	014, 021	CAM	mx3c	1302306.MA	7/22/2019	7/31/2029	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator	Denominator	
	N	N					0.00		0.00		GLA	Lot 5 Sub 06 Units 14,16,17,21 - 04	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Expansion	014, 021	TAX	retc	Real Estate Tax - 75610	12/29/2019	7/31/2029	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator	Denominator	
	N	N					0.00		0.00		GLA	Lot 5 Sub 06 Units 14,16,17,21 - 04	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Expansion	014, 021	CAM	d12c	Def CAM - Parking Lot	7/22/2019	7/31/2029	12		0.00	0.00	5.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator	Denominator	
	N	N					0.00		0.00		GLA	9247.0000	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/ Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Expansion	Expansion premises	Activated	121	7/22/2019	7/31/2029	014, 021
Original Lease	Original Lease	Superseded	187	1/23/2014	7/21/2019	014

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		7/31/2029	2/1/2029	Option 1 - 3rd Amend	Expansion
Renewal	Expired		7/31/2029	2/1/2029	Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Rent (which includes Minimum Rent and Additional Rent) shall be due commencing on the Rent CD and continuing for a period of six (6) months from (1/23/2014-7/22/2014). (Lease, Exhibit B)	Original Lease

accs	Access	LL reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon Original Lease and inspect the Premises and every part thereof, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. (Lease, Sec. 7.4(B), Pg. 16)	
base	Base Rent	Rent Changeover Day: On or before the first day of each calendar month. Proration: The first payment date for Minimum Original Lease Rent shall, if the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of the number of days in that particular month). Lease Year: No Lease Provision. Prepaid Rent: 50% of the upon execution of the Lease by T and the remaining 50% of Initial Rent shall be paid at the time that the Premises are delivered to T. (Lease, Sec. 1.4, 4.1, Pg. 2, 5)	
base	Base Rent	Rent Changeover Day: On the first day of each month. Proration: If the Expansion Premises RCD is other than the first day of Expansion a month, include Minimum Rent for the Expansion Premises for the fractional month of a per diem basis (calculated on the basis of a thirty-day month). Lease Year: No Lease Provision. Prepaid Rent: No Lease Provision. (3rd Amend, Sec. 4, Pg. 2) Original Premises Rent: T shall continue to pay Minimum Rent and Additional Rent for the Original Premises as provided for in the Lease through the day before the Expansion Premises RCD. (3rd Amend, Sec. 6, Pg. 2)	
brok	Brokers	None. (3rd Amend, Sec. 14, Pg. 5)	Expansion
brok	Brokers	T's Broker's: Bertelle Partners Commercial Real Estate Services. Broker's Commission: T shall reimburse and pay to LL on Original Lease demand any amount so paid by LL and all costs and expenses, including reasonable attorneys' fees incurred by LL in connection therewith, together w/ interest thereon at the /annum rate = the lesser of 18% or the maximum rate permitted by law from the respective date of LL's notice to T of the making of the payment or of the incurring of the cost and expense, including such attorneys' fees. Any commission or other compensation due brokers employed by LL shall be the sole responsibility of LL. (Lease, Sec. 12.1, Pg. 26)	
came	CAM Notes	In addition to Minimum Rent due during the Expansion Premises Term, T shall pay to LL all items of Additional Rent, and other charges required to be paid pursuant to the Lease, including, but not limited to Common Area Maintenance and Real Estate Taxes, as provided for in the Lease. (3rd Amend, Sec. 5, 12, Pg. 2, 5)	Expansion
came	CAM Notes	PRS: T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denominator Exclusions: LL shall exclude from such rentable floor space in the S/C, any portions of the S/C. Estimates and its frequency: Initially \$801.87, Monthly. (Including Insurance). Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: Not to Exceed 15%. CAP and its exclusions: No Lease Provision. Capital Expense: Costs of capital improvements and any other expenditures that, under generally accepted accounting principles ("GAAP"), should be capitalized, except that Common Area Expenses shall include the cost during the Term, as reasonably amortized by LL in accordance w/ GAAP, of any capital improvement. Exclusion: Standard. Reconciliation Deadline: After the end of each calendar, year, and following receipt of billings for Real Estate Taxes and Insurance. Audit Right: LL shall maintain complete and accurate books and records of all Common Area Expenses paid or incurred by LL and all payments of Common Area Expenses received from T. Such books and records shall be kept at a location in the continental United States known to T, and T or auditors selected by T shall have the right, w/in 1 year of the annual statement provided under Section 4.3(C), w/ a minimum of 10 days' prior notice, to inspect and audit such books and records at any time during normal business hours, at T's sole cost and expense. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: Five (5) days after such installment is due. Non-Monetary: W/in 20 days after written notice from LL. (Lease, Sec. 11.1, Pg. 23)	Original Lease
docu	List of Documents	1. Shopping Center Lease Agreement Dated 9/14/2012; 2. Lease Amendment dated 7/24/2013; 3. Second Lease Amendment Original Lease dated 2/18/2014; 4. Reduced iNsurance Letter dated 7/1/2015.	
docu	List of Documents	1. Third Amendment dated 07/02/2019 (3rd Amend) - expands the Premises by 1,380 SF and 1 @ 5 years option. Expansion 2. Possession Letter (Expansion Premises). (Ltr) 3. Email dated 07/10/2019. (Email)	
estl	Estoppel	W/in seven (7) days after LL's request. If T fails to execute, acknowledge and deliver any document required w/in seven (7) Original Lease days after LL's request. (Lease, Sec. 10.2(C), Pg. 22-23)	
exclx	Exclusivities-X	Provided that Tenant has not committed an event of default and further provided that the following uses do not interfere Original Lease with any exclusivity provisions of other tenants or occupants in the Shopping Center or with the prohibitions set forth in Exhibit F attached to the Lease, and except for the rights of existing tenants and occupants of the Shopping Center and their permitted successors, sublessees and assigns under their existing leases or occupancy agreements for premises in the Shopping Center (which leases may be renewed, extended or replaced) and which permit such existing tenant or occupant and their permitted successors, sublessees and assigns to engage in any use which would otherwise be prohibited hereunder, Landlord covenants and agrees that during the Term, as such term may be extended pursuant to the provisions of the Lease, Landlord shall refrain from leasing and shall not permit other space in the Shopping Center to be used for the following primary purposes: orthodontist office (Tenant s Exclusive Right).	
guar	Guar/L.C./Indem.	No Lease Provision.	Original Lease
hold	Holdover	W/out LL's consent, MTM tenancy, cancelable by either LL or T upon 30 days' written notice, and at 150% of the last payable Original Lease Minimum Rent and 100% of Additional Rent. (Lease, Sec. 3.4, Pg. 5)	

insu	Insurance	Additional Rent. In addition to Minimum Rent due during the Expansion Premises Term, T shall pay to LL all items of Additional Rent, and other charges required to be paid pursuant to the Lease, including, but not limited to Common Area Maintenance and Real Estate Taxes, as provided for in the Lease. (3rd Amend, Sec. 5, 12, Pg. 2, 5)	Expansion
insu	Insurance	PRS: T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denominator Exclusions: LL shall exclude from such rentable floor space in the S/C, any portions of the S/C. Estimates and its frequency: Included in CAM. Base Year: No Lease Provision. Admin Fee: Not to Exceed 15%. CAP: No Lease Provision. Exclusion: Standard. Reconciliation Deadline: After the end of each calendar, year, and following receipt of billings for Real Estate Taxes and Insurance. Audit Right: No Lease Provision. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7)	Original Lease
late	Late Fee	Late Charge: W/in 10 days after the due date, T shall promptly pay to LL a late fee = the greater of \$150.00 or 10% percent of the monthly Rent. Interest: Any amount when due, T shall bear an interest at the /annum rate = the lesser of 18% or the maximum rate permitted by law from the date when due but not in excess of the highest legal rates. NSF Fee: \$50.00/Check. (Lease, Sec. 4.4(C), Pg. 8)	Original Lease
Icon	Landlord Work	LL will deliver the Expansion Premises in "as-is" current condition, w/ the following exceptions: (i) All mechanical systems, including but not limited to, the existing HVAC system, including all ductwork, diffusers, return air vents and thermostats, shall be tendered in working order. T's expenses for HVAC repairs shall be limited to \$500.00 annually. (ii) LL will deliver the Expansion Premises "broom-clean" and free of trash and/or debris. Other than the foregoing, T accepts the Expansion Premises in its current as-is condition and LL has made no other representations or warranties as to the condition of the Expansion Premises. (3rd Amend, Sec. 7, Pg. 2-3)	Expansion
Icon	Landlord Work	No Lease Provision.	Original Lease
llma	LL Maintenance	LL shall, subject to T's reimbursement as provided in Section 4.3, maintain in good repair the exterior walls and roof of the bldg in which the Premises is located, and sidewalks located in the Common Areas. LL may at its sole discretion arrange for a maintenance contract of all roof structures, the cost of which shall be T's responsibility as to T's PRS thereof. (Lease, Sec. 6.3, Pg. 10)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	T shall use the Premises for only the operation of an orthodontic dental care clinic and for no other purposes whatsoever. (Lease, Sec. 1.6, 7.1, Pg. 2, 13-14)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers and employees of tenants of the S/C, LL and any other parties permitted by LL from time to time, and T and its employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area." LL retains the right to grant exclusive parking rights to portions of the S/C to other tenants of the S/C. (Lease, Sec. 7.2, Pg. 14)	Original Lease
prem	Premises Notes	Area: 2,865 SF (2nd Amend, Sec. 3, Pg. 1)	Original Lease
prem	Premises Notes	The Lease shall be amended to be an aggregate of approximately 4,245 SF, by the addition of 1,380 SF, commonly known as Expansion 1004 Diffley Road, Suite 200, Eagan, Minnesota. (3rd Amend, Sec. 2, Pg. 1)	Expansion
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	T shall not engage in any use or uses that conflict w/ the exclusive or prohibited uses granted to other tenants. W/out limiting the foregoing, T's use of the Premises shall be subject to the following: (i) the Prohibited Uses; (ii) the S/C Exclusive Uses; and (iii) the S/C specific Prohibited Uses. Funeral establishment; Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; Auction or bankruptcy sale; Pawn shop; Catalogue, Internet, mail order or an "800-type" phone-order facility, or a wholesale, discount, outlet, "warehouse," "dollar-type" or unit price store; Outdoor circus, carnival or amusement park, or other entertainment facility; Outdoor meetings. See Lease for Full Provision. (Lease, Sec. 1.6, Exhibit F, Pg. 2)	Original Lease
pvex	Penalty for Violating Exclusive	T shall have no remedy for a violation of T's Exclusive Right including, but not limited to, any right of offset, rent reduction or Lease termination if all of the following occur: I . Another tenant or occupant in the S/C violates a provision of its lease or license agreement regarding its premises, which provision either does not permit or specifically prohibits a use ("Prohibited Use") that violates T's Exclusive Right; and LL provides notice of the lease or license agreement violation to such other tenant or occupant; and LL commences an action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter uses good faith efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief. For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order or order resulting from an arbitration proceeding enjoining the prohibited use; provided, however. LL shall not be required to appeal any adverse decision denying Judicial Relief. (Lease, Rider, R-1)	Original Lease
rdus	Radius Restrictions	w/in 3 miles (measured in a straight line in all directions from the outside property lines of the S/C) of the S/C. (Lease, Sec. 1.8 Pg. 2)	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restllx	Landlord Restrictions	No Lease Provision.	Original Lease

restx	Tenant Restrictions	No Lease Provision.	Original Lease
retx	Real estate Tax	In addition to Minimum Rent due during the Expansion Premises Term, T shall pay to LL all items of Additional Rent, and other charges required to be paid pursuant to the Lease, including, but not limited to Common Area Maintenance and Real Estate Taxes, as provided for in the Lease. (3rd Amend, Sec. 5, 12, Pg. 2, 5)	Expansion
retx	Real estate Tax	PRS: T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denominator Exclusions: LL shall exclude from such rentable floor space in the S/C, any portions of the S/C. Estimates and its frequency: Initially \$909.33, Monthly. Base Year: No Lease Provision. Admin Fee: Not to Exceed 15%. CAP: No Lease Provision. Exclusion: Standard. Reconciliation Deadline: After the end of each calendar, year, and following receipt of billings for Real Estate Taxes and Insurance. Audit Right: No Lease Provision. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Intentionally Omitted. (Lease, Sec. 1.5, 5.1, Pg. 2.,9)	Original Lease
sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the bldg of which the Premises is a part, or inside the Premises if visible from the outside, w/out first obtaining the LL's written approval thereof. Signage Rights: All signs shall comply w/ the sign criteria provided by LL in Exhibit D, and T shall be obligated to install at least one sign in conformance with, as well as any additional signs required by, such sign criteria. Pylon Sign: No Lease Provision. (Lease, Sec. 6.5, Pg. 11)	Original Lease
sign	Signage	Consent: The location of such panel shall be at LL's sole discretion and such signage shall require LL's prior approval. Signage Rights: T shall be permitted to install signage in the front and back of the Expansion Premises. Such signage shall be subject to and shall comply w/ all municipal and government requirements and restrictions. Pylon Sign: T shall be granted space on one (1) additional panel on the S/C monument sign. The location of such panel shall be at LL's sole discretion and such signage shall require LL's prior approval. (3rd Amend, Sec. 10, Pg. 4)	Expansion
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T may not assign the Lease nor sublet the Premises, w/o LL's consent. Profit Sharing: 100.00%. Assignment Fee: T shall pay to LL a Transfer Fee of \$1,000.00 for the written consent. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 22)	Original Lease
subo	Subordination	The Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the S/C, now or in the future, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. The provisions shall be self-operative, but T acknowledges and agrees that as a material consideration inducing LL to enter into the Lease, T shall acknowledge same by executing and delivering to LL, on demand at any time or times, any and all instruments in order to subordinate the Lease and T's rights hereunder, as aforesaid. (Lease, Sec.10.2(B), Pg. 22)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Expansion LCD: 07/22/2019. Effective upon delivery of the Expansion Premises. Expansion RCD: 01/18/2020. The date which is 180 days after the Expansion Premises CD (07/22/2019 + 180 = 01/18/2020). LED: 07/31/2029. (Ltr; 3rd Amend, Sec. 3, Pg. 1-2)	Expansion
term	Term Notes	LCD: The date of LL's delivery of possession of the Premises to T w/ LL's Work "substantially completed" (the "CD"). RCD: The date of LL's delivery of possession of the Premises to T w/ LL's Work "substantially completed" (the "CD"). LED: The last day of the month which is 15 years and 6 months after the Rent Commencement Date. (Lease, Sec. 1.3(A), Pg. 1-2)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$124,000.00 and \$13,390.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL will reimburse T in the amount of \$13,390.00, which amount shall be payable w/in15 days after the date T's Work is completed in accordance w/ the terms of the Lease and T has submitted to LL a written statement requesting such payment. Supervision/Management Fee: No Lease Provision. (2nd Amend, Sec. 4, Rider, R-3, Pg. 1-2)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$27,600.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: W/in 45 days after the date T's Work is completed in accordance w/ the terms of the Lease and T has submitted to LL a written statement requesting such payment, provided that at the time of such request and scheduled payment. Construction Allowance shall be requested by T w/in 12 months of full execution of this Amendment. After such 12 months, the Construction Allowance granted herein shall be null and void. Supervision/Management Fee: No Lease Provision. (3rd Amend, Sec. 8, Pg. 3)	Expansion

tins	Tenant's Insurance Requirement	Liability Insurance: w/ limits of not less than limit of \$1,000,000.00 including a per location occurrence and \$2,000,000.00 general aggregate, per location and Fire Legal Liability Insurance in amounts sufficient to cover the replacement costs of the Premises and loss of the use. Umbrella or Excess Liability coverage: In amounts not less than \$5,000,000 (or such other reasonable amount approved by LL) in excess of the CGL insurance required. Umbrella or Excess Liability coverage in amounts not less than \$1,000,000.00 (or such other reasonable amount approved by LL) in excess of the CGL insurance required. Worker's Compensation Insurance: In amounts not less than those required by applicable law. Employers liability insurance: Amounts not less than \$500,000 for each accident and \$500,000 for diseases. \$500,000 for disease Each Employee, and \$500,000 for Disease-Policy Limit. Automobile Insurance: w/ the limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident. Medical Errors and Omissions insurance: w/ limits of not less than \$5,000,000. Property Insurance: In amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than \$10,000. Plate Glass Insurance: T shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises. Extra expense and business interruption insurance including loss of rents for periods and w/ limits not less than 12 months of Minimum Rent and Additional Rent, naming Land lord as loss payee. Boiler machinery insurance required in the amount = the value of the mechanical equipment. Druggist Liability Insurance: w/ a minimum coverage of the greater of (a) \$1,000,000 per occurrence or (b) the amount required by the laws of the state where the Premises are located. (RIL Dated 7/1/2015; Lease, Sec. 8.1 (D), Pg. 17-19)	Original Lease
ttma	TT Maintenance	T, at its sole cost and expense, shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances hereto located. T shall maintain and bear the expense of the light fixtures and bulbs, any sprinkler system, air-conditioning units and filters, janitorial services, interior pest control, and the like. HVAC: At all times during the term, T, at its sole cost and expense, shall maintain a maintenance contract in effect w/ a licensed competent contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by any manufacturer's warranty) inspection and maintenance of all heating, ventilation and air conditioning ("HVAC") systems located on or for the exclusive use of the Premises. If the permitted use of the Premises is as a restaurant or other prepared food provider, T, at its sole cost and expense, shall maintain in effect at all times during the term of the Lease (or so long as the use of the Premises includes a restaurant or other food provider) a grease trap maintenance contract for the consistent and periodic inspection and maintenance of all grease traps located on or which service the Premises. (Lease, Sec. 6.9, Pg. 12-13)	Original Lease
util	Utilities	Premises: T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. Separately Metered/Non Separately Metered: In the event any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion thereof, T shall at LL's request pay the cost thereof as Additional Rent to LL (or any proration of such cost attributable to the Premises as determined by LL in LL's sole and absolute discretion) as and when the charges thereof become due and payable; otherwise, T shall deliver original receipt bills to LL not less than 30 days before the same are due and payable w/out interest or penalty together w/ full payment for same. In no event shall LL be liable for any interruption or failure in the supply of any utilities to the Premises, unless any action or inaction by LL is the cause of the interruption or failure in the supply of any utilities to the Premises. (Lease, Sec. 4.6, Pg. 8-9)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
A/P Contact Name		Becky C	No address Listed	(651) 202-2152 x (Office)	beckyc@northfieldorthodontics.com
Billing	Minnesota Orthodontics & Dental	Minnesota Orthodontics and Dentofacial Orthopedics P.A.	2019 Jefferson Rd., Ste C,Northfield,MN 55057		beckyc@northfieldorthodontics.com
CAM		Minnesota Orthodontics and Dentofacial Orthopedics P.A.	2019 Jefferson Rd., Ste C,Northfield,MN 55057		
Commercial Cafe Contact	Minnesota Orthodontics & Dental	Becky C	No address Listed		beckyc@northfieldorthodontics.com
Gross Sales		Minnesota Orthodontics & Dental	2019 Jefferson Rd., Ste C,Northfield,MN 55057		
Notice1		Minnesota Orthodontics & Dentofacial	3100 Woodbury Dr.,Woodbury,MN 55129		
Store Contact		Regina Blevins	No address Listed	(651) 450-7273 x (Office)	drb@mnorthodontics.com
Taxes		Minnesota Orthodontics & Dental	2019 Jefferson Rd., Ste C,Northfield,MN 55057		

Lease : Walgreens (t0002296)

Lease Information

Name	Walgreens	Status	Current
DBA	Walgreens	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	DRUG STORES
Location	Diffley Marketplace	Contract Area	0.00 (GLA)
Customer	Walgreens	Area	0.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 0.00
Base Currency	usd	Rent Per Area	usd 0.00
		Deposit	0.00
Primary Contact		Lease Term	From 1/1/2018 To 12:00:00 AM
Name	Walgreen's		
Office Phone			
Cell Phone			
E-Mail	leaseadministrationinvoice@walgreens.com		

Space

Unit	Building	Floor	Area	Amendment Type
200		1	0.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brzz	Zero Rent Bill code	1/1/2018		0.00	Monthly	Monthly	Flat Amt	usd	0.00	0.00	0.00 / Mo	0.00	Original Lease	200

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brzz	Zero Rent Bill code	1/1/2018									Original Lease	200

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint

Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Shadow Lease	Activated	0	1/1/2018		200

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
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Contacts

Role	Company	Name	Address	Phone	Email
Billing		Walgreen's	Eagan, MN 55123		leaseadministrationinvoice@walgreens.com
Commercial Cafe Contact		Walgreens	No address Listed		leaseadministrationinvoice@walgreens.com
Gross Sales		Walgreens	Eagan, MN 55123		

Lease : Comcast Cable Communications, LLC (t0002627)

Lease Information

Name	Comcast Cable Communications, LLC	Status	Current
DBA	Comcast	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	WIRELESS COMMUNICATIONS
Location	Diffley Marketplace	Contract Area	0.00 (GLA)
Customer	Comcast	Area	0.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 0.00
Base Currency	usd	Rent Per Area	usd 0.00
		Deposit	0.00
Primary Contact		Lease Term	From 7/18/2013 To 7/17/2023
Name	Comcast Cable Communications, LLC		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
015		1	0.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brzz	Zero Rent Bill code	7/18/2013	7/17/2023	0.00	Monthly	Monthly	Flat Amt	usd		0.00	0.00 / Mo	0.00	Original Lease	015

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brzz	Zero Rent Bill code	7/18/2013	7/17/2023								Original Lease	015

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	015	TAX	nont	NO RET Tenant	7/18/2013	7/17/2023	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		77483.0000	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	015	CAM	nonc	NO CAM Tenant	7/18/2013	7/17/2023	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		77483.0000	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Converted Data - 29121	Activated	120	7/18/2013	7/17/2023	015

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Termination	Active		7/17/2023		Landlord Early Termination Opt	Original Lease
Termination	Active		7/17/2023		Tenant Early Termination Opt	Original Lease
Renewal	Active		7/17/2023	7/17/2023	1st Auto Renewal Option	Original Lease
Renewal	Active		7/17/2028	7/17/2028	2nd Auto Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
crda	Critical Date Note	Automatic Renewal	Original Lease
insu	Automobile	Detailed Ins notes, including PRS, Denom	Original Lease
insu	Employer's Liability	Detailed Ins notes, including PRS, Denom	Original Lease
insu	Gen/Public Liability Aggregate	Detailed Ins notes, including PRS, Denom	Original Lease
insu	Gen/Public Liability per Occur	Detailed Ins notes, including PRS, Denom	Original Lease
insu	Self-Insured Coverage	Detailed Ins notes, including PRS, Denom	Original Lease
insu	Umbrella/Excess	Detailed Ins notes, including PRS, Denom	Original Lease
insu	Workman's Compensation	Detailed Ins notes, including PRS, Denom	Original Lease
llma	Tenant Maintenance		Original Lease
misc	Automobile	Miscellaneous notes that are note worthy	Original Lease
misc	Entered 12/11/2013 RDS	Miscellaneous notes that are note worthy	Original Lease
misc	Primary/Non-Contributory	Miscellaneous notes that are note worthy	Original Lease
misc	Reviewed by RDS	Miscellaneous notes that are note worthy	Original Lease
misc	Uses	Miscellaneous notes that are note worthy	Original Lease
restlx	Landlord Restrictions	None	Original Lease
tins	Additional Insured	Limit amounts and additional insured inf	Original Lease

Contacts					
Role	Company	Name	Address	Phone	Email
Billing		Comcast Cable Communications, LLC	One Comcast Center 1701 JFK Blvd, Philadelphia, PA 19103		
CAM		Comcast Cable Communications, LLC	One Comcast Center 1701 JFK Blvd, Philadelphia, PA 19103		
Commercial Cafe Contact		Comcast Cable Communications, LLC	No address Listed		
Gross Sales		Comcast Cable Communications, LLC	One Comcast Center 1701 JFK Blvd, Philadelphia, PA 19103		
Notice1		Comcast Cable Communications, LLC	One Comcast Center 1701 JFK Blvd, Philadelphia, PA 19103		
Notice2		Comcast Cable Communications, LLC	One Comcast Center 1701 JFK Blvd, Philadelphia, PA 19102		
Taxes		Comcast Cable Communications, LLC	One Comcast Center 1701 JFK Blvd, Philadelphia, PA 19103		

Lease : DRB Holdings, LLC (t0002764)

Lease Information

Name	DRB Holdings, LLC	Status	Current
DBA	Rita's Ice Custard Happiness	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	CANDY/ICE CREAM/YOGURT
Location	Diffley Marketplace	Contract Area	1,113.00 (GLA)
Customer	Rita's Ice Custard Happiness	Area	1,113.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 25,710.36
Base Currency	usd	Rent Per Area	usd 23.10
		Deposit	2,920.70
Primary Contact		Lease Term	From 2/6/2014 To 5/31/2024
Name	DRB Holdings, LLC		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
005		1	1,113.00	Renewal

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Amt Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	2/6/2014	5/4/2014	1,855.00	Monthly	Monthly	Flat Amt	usd		1,113.00	1.67 / Mo	0.00	Original Lease	005
brre	Base Rent - Retail	5/5/2014	5/31/2015	1,855.00	Monthly	Monthly	Flat Amt	usd		1,113.00	1.67 / Mo	0.00	Original Lease	005
brre	Base Rent - Retail	6/1/2015	5/31/2016	1,878.19	Monthly	Monthly	Flat Amt	usd		1,113.00	1.69 / Mo	0.00	Original Lease	005
brre	Base Rent - Retail	6/1/2016	5/31/2017	1,901.38	Monthly	Monthly	Flat Amt	usd		1,113.00	1.71 / Mo	0.00	Original Lease	005
brre	Base Rent - Retail	6/1/2017	5/31/2018	1,924.56	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	1.73 / Mo	0.00	Original Lease	005
brre	Base Rent - Retail	6/1/2018	5/31/2019	1,947.75	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	1.75 / Mo	0.00	Original Lease	005
brre	Base Rent - Retail	6/1/2019	5/31/2024	2,142.53	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	1.93 / Mo	0.00	Renewal	005
came	CAM Estimated Escrow	5/5/2014	5/31/2019	482.30	Monthly	Monthly	Flat Amt	usd		1,113.00	0.43 / Mo	0.00	Original Lease	005
came	CAM Estimated Escrow	6/1/2019	5/31/2024	482.30	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	0.43 / Mo	0.00	Renewal	005
rete	Real Estate Tax Escrow	5/5/2014	7/31/2015	583.40	Monthly	Monthly	Flat Amt	usd		1,113.00	0.52 / Mo	0.00	Original Lease	005
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016	577.63	Monthly	Monthly	Flat Amt	usd		1,113.00	0.52 / Mo	0.00	Original Lease	005
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	555.24	Monthly	Monthly	Flat Amt	usd		1,113.00	0.50 / Mo	0.00	Original Lease	005
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	569.85	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	0.51 / Mo	0.00	Original Lease	005
rete	Real Estate Tax Escrow	11/1/2018	5/31/2019	584.54	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	0.53 / Mo	0.00	Original Lease	005
rete	Real Estate Tax Escrow	6/1/2019	8/31/2019	584.54	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	0.53 / Mo	0.00	Renewal	005
rete	Real Estate Tax Escrow	9/1/2019	5/31/2024	502.00	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	0.45 / Mo	0.00	Renewal	005
rcbo	Rental Conc - Buildout	2/6/2014	5/4/2014	-1,855.00	Monthly	Monthly	Flat Amt	usd		1,113.00	-1.67 / Mo	0.00	Original Lease	005
rcra	Rental Conc - Rent Abatements	6/1/2019	6/30/2019	-2,142.53	Monthly	Monthly	Flat Amt	usd	0.00	1,113.00	-1.93 / Mo	0.00	Renewal	005

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	6/1/2019	5/31/2024								Renewal	005
brre	Base Rent - Retail	2/6/2014	5/4/2014								Original Lease	005
brre	Base Rent - Retail	5/5/2014	5/31/2015								Original Lease	005
brre	Base Rent - Retail	6/1/2015	5/31/2016								Original Lease	005
brre	Base Rent - Retail	6/1/2016	5/31/2017								Original Lease	005
brre	Base Rent - Retail	6/1/2017	5/31/2018								Original Lease	005
brre	Base Rent - Retail	6/1/2018	5/31/2019								Original Lease	005
came	CAM Estimated Escrow	6/1/2019	5/31/2024								Renewal	005
came	CAM Estimated Escrow	5/5/2014	5/31/2019								Original Lease	005
rcbo	Rental Conc - Buildout	2/6/2014	5/4/2014								Original Lease	005
rcra	Rental Conc - Rent Abatements	6/1/2019	6/30/2019								Renewal	005
rete	Real Estate Tax Escrow	5/5/2014	7/31/2015								Original Lease	005
rete	Real Estate Tax Escrow	8/1/2015	8/31/2016								Original Lease	005
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017								Original Lease	005
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018								Original Lease	005
rete	Real Estate Tax Escrow	11/1/2018	5/31/2019								Original Lease	005
rete	Real Estate Tax Escrow	6/1/2019	8/31/2019								Renewal	005
rete	Real Estate Tax Escrow	9/1/2019	5/31/2024								Renewal	005

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	005	CAM	d12c	Def CAM - Parking Lot	6/1/2019	5/31/2024	12		0.00	6,574.81	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				3.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	005	CAM	cz6c	1032303 IN & UT	6/1/2019	5/31/2024	12		0.00	6,574.81	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				3.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	005	CAM	cz0c	1302303 OEA exp Ex in,ut,mgmt	6/1/2019	5/31/2024	12		0.00	6,574.81	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				3.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	005	CAM	cz3c	1302303 Non OEA Expenses	6/1/2019	5/31/2024	12		0.00	6,574.81	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				3.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	005	TAX	retc	Real Estate Tax - 75610	6/1/2019	5/31/2024	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 2 Sub 03 Units 2-7 - 02	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Renewal	Renewal - 1st Amendment	Activated	60	6/1/2019	5/31/2024	005
Original Lease	Original Lease	Superseded	64	2/6/2014	5/31/2019	005

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Exercised		5/31/2019	3/2/2019	1st Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision	Original Lease
abat	Abatement	No Minimum Rent shall be due commencing on the first day of the Extension Period and continuing for a period of one (1) month, the Abatement Month. (Assign, Sec. 8(c), Pg. 2)	Renewal
accs	Access	LL reserves the right to upon 24 hours prior verbal notice, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. (Lease, Sec. 7.4(B), Pg. 18)	Original Lease
base	Base Rent	Rent Changeover Day: On or before the first day of each calendar month. Proration: The first payment date for Minimum Rent shall, if the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of the number of days in that particular month). Lease Year: No Lease Provision. Prepaid Rent: Rent for the first month ("Initial Rent ") and the Security Deposit shall be paid to LL upon execution of the Lease by T. The Initial Rent shall be applied toward the month that Rent is due. (Lease, Sec. 1.4(E), 4.1, Pg. 2, 5)	Original Lease
brok	Brokers	Broker Name: Mid-America Real Estate Corporation. Commission: Any commission or other compensation due brokers employed by LL shall be the sole responsibility of LL. (Lease, Sec. 12.1, Pg. 29)	Original Lease
came	CAM Notes	PRS: "T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denominator Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C. Estimates and its frequency: \$5,787.60 annually (\$482.30/month). Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: Admin Fee: Not to exceed 15%. CAP and its exclusions: T's PRS of Common Area Expenses shall not increase by more than three percent (3%) annually on a noncumulative basis over the prior year. (Exclusive of snow and ice removal, security, insurance, taxes and utilities ("Uncontrollable Expenses")). Capital Expense: Costs of capital improvements and any other expenditures that, under generally accepted accounting principles ("GAAP") should be capitalized, except that Common Area Expenses shall include the cost during the Term, as reasonably amortized by LL in accordance w/ GAAP, of any capital improvement. Exclusion: Standard. Reconciliation Deadline: No Lease Provision. Audit Right: T or its representative shall have the right, w/in 30 calendar days following LL's delivery of LL's statement detailing the Additional Rent charges for the preceding year to examine or audit, the records pertaining to the calculation of the Additional Rent charges. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 8)	Original Lease
cotn	Co-Tenancy	No Lease Provision	Original Lease
dark	Go Dark Right	No Lease Provision	Original Lease
deft	Default	Monetary: W/in 5 days after such installment is due. Non-Monetary: W/in 20 days after written notice from LL. (Lease, Sec. 11.1, Pg. 25-26)	Original Lease
docu	List of Documents	1. Shopping Center Lease Agreement dated 01/27/2014. 2. Letter dated 02/06/2014. (Possession Letter). 3. T Collateral Agreement dated 02/25/2018	Original Lease
docu	List of Documents	Assignment and Assumption of Lease and Amendment to Lease dated 02/14/2018. (Assign)	Renewal
estl	Estoppel	W/in seven (7) business days after request by LL. (Lease, Sec. 10.2(C), Pg. 25)	Original Lease
exclx	Exclusivities-X	R-1. EXCLUSIVE USE. Provided that Tenant has not committed an event of default and further provided that the following uses do not interfere with any exclusivity provisions of other tenants in the Shopping Center or with the prohibitions set forth in Exhibit F attached to the Lease, and except for existing tenants of the Shopping Center under their existing leases for premises in the Shopping Center (which leases may be renewed, extended or replaced) and which permit such existing tenant to engage in any use which would otherwise be prohibited hereunder, Landlord covenants and agrees that during the Term, as such Terms may be extended pursuant to the provisions of the Lease, Tenant has the exclusive right and Landlord shall not during the Term of this Lease, including the Extended Term(s), enter into any future lease with other tenant(s) or occupants in the Shopping Center which contains a use clause permitting the tenant thereof to conduct business for the primary purpose of selling frozen desserts (i.e. Italian water ice, soft served custard, yogurt, frozen treats, and non-bakery desserts) (Tenants Exclusive Right). Tenants Exclusive Right is subject to the following express limitations: A. Tenant acknowledges that the use clauses in the existing tenants leases do not violate Tenants Exclusive Right; B. Tenants Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses (less than fifteen percent of monthly gross sales) of such competing tenants; C. Tenants Exclusive Right shall only be effective so long as Tenant continuously operates its exclusive business in the entire Premises; D. Tenants Exclusive Right shall automatically terminate and be of no further force or effect upon the occurrence of an event of default by Tenant.	Original Lease
guar	Guar/L.C./Indem.	Guar/L.C./Indem. Guarantor Name: Justin Butler and Desirae Butler	Renewal
		It is mutually agreed by and between the parties that w/ respect to matters accruing from and after 05/31/2019, which is the end of the current Term of the Lease, Assignor and Original Guarantor (Adam Ailloni and Angela Ailloni) shall be released from their respective obligations under the Lease and the Guaranty. (Assign, Sec. 5, Pg. 2)	

guar	Guar/L.C./Indem.	Guarantor Name: Adam Ailloni and Angela Ailloni. Limitation of Liability (Charge and Term): Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the LL (a) the and punctual performance and observance by T of all of the terms, conditions, covenants and obligations to be performed and observed by T under the Lease and any month -to -month tenancy created as a result of T holding over after the expiration or termination of the Lease including, the payment as and when due, whether by acceleration or otherwise, of all Minimum Rent and Additional Rent and any other sums payable by T under the Lease, and (b) payment of all Enforcement Costs. (Lease, Exhibit E, Pg. 43)	Original Lease
hold	Holdover	W/out LL's consent, MTM tenancy, cancelable by either LL or T upon 30 days' written notice, and at 150% of the last payable Minimum Rent and 100% of Additional Rent. (Lease, Sec. 3.4, Pg. 5)	Original Lease
insu	Insurance	PRS: "T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denominator Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C. Estimates and its frequency: Included in CAM. Base Year: No Lease Provision. Admin Fee: Not to exceed 15%. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. In the event the amount billed to T shall be less than its PRS, the same shall be paid as Additional Rent w/in 10 days after notice of such determination. Audit Right: T or its representative shall have the right, w/in 30 calendar days following LL's delivery of LL's statement detailing the Additional Rent charges for the preceding year to examine or audit, the records pertaining to the calculation of the Additional Rent charges. (Lease, Sec. 1.4 (B), 4.3, 8.1, Pg. 2, 8, 19)	Original Lease
late	Late Fee	Late Charge: W/in 10 days of the due date, T shall pay to LL a late fee = the greater of \$150.00 or 10% of the monthly Rent. Interest: Any amount is due. T shall bear interest on the unpaid portion at the /annum rate = the lesser of 18% or the maximum rate permitted by law from the date when due but not in excess of the highest legal rates. NSF Fee: \$50.00. (Lease, Sec. 4.4(C), Pg. 8)	Original Lease
icon	Landlord Work	T accepts the Premises in its current "as is" condition, w/ the followings exceptions: LL shall warrant the HVAC, electrical, sewer, water and hot water heater for the first lease year. Other than the above, LL has made no representations or warranties as to the condition of the Premises. (Lease, Sec. 6.2, Exhibit C-1, Pg. 11, 37)	Original Lease
llma	LL Maintenance	LL shall maintain good repair the exterior walls and roof of the bldg in which the Premises is located, and sidewalks located in the Common Areas. LL may at its sole discretion arrange for a maintenance contract of all roof structures, the cost of which shall be T's responsibility as to T's PRS. T shall pay, as Additional Rent to LL, its PRS of the cost of said repairs and maintenance incurred by LL. (Lease, Sec. 6.3, Pg. 11)	Original Lease
misc	Miscellaneous	Patio Area: T shall have a non -exclusive license to use a portion of the patio which is immediately adjacent to and no more than seven (7) feet beyond the storefront of the Premises (the "Patio Area "). Such license shall be strictly limited to the use by T, its employees, and its customers of the Patio Area for dining purposes consistent w/ the Permitted Use. T shall have the right to place tables, chairs, umbrellas and similar items consistent w/ dining purposes as described above. T shall not have the right to install any utilities, appliances or fixtures w/in the Patio Area. T, at its sole cost and expense, shall continuously, excepting any period during the Seasonal Closure where T is closed for business, keep and maintain the Patio Area in a clean, orderly and sanitary condition, including the immediate removal of all refuse. T's right to use the Patio Area shall be non-exclusive, in common w/ LL, other tenants and their invitees, and all other users of the Complex. Upon any violation by T (or its employees or customers) of the provisions of this Patio Area, and w/out declaring event of default, LL shall have the right w/ written notice to T to terminate its license and all rights to use the Patio Area. Any such termination of the license by LL shall not operate to terminate the Lease or to relieve T of any of its obligations. (Lease, Rider, Sec. R-3, Pg. 61)	Original Lease
		T collateral Agreement (TCA) dated 02/25/2018; by and between IRC Diffley Marketplace, LLC (LL) and Venture Bank (Lender). Lender agrees that notwithstanding anything else to the contrary in this Agreement, the Agreement is executed by LL, and Lender on the following express conditions: (i) that the Collateral is located on the Premises on an "AT RISK" basis w/out any duty of care whatsoever on the part of LL to Lender or any successor or assign of Lender regarding the Collateral; (ii) that LL shall not be deemed to be a custodian, trustee or bailee of the Collateral for Lender or any successor or assign of Lender and that the location of the Collateral on the Premises does not and shall not be deemed to be a custodianship, trusteeship or bailment of the Collateral for Lender or any successor or assign of Lender; (iii) that upon any default under the Lease by T, LL, may remove, store or dispose of all or any of the Collateral, all at T's cost and expense, to be paid on demand w/ interest to accrue thereon at the rate of 15% /annum; and (iv) that LL is not and shall not be deemed to be a party to the Loan and Credit Agreement and shall not be obligated to any party thereto pursuant to any provisions thereof, express or implied. (TCA, Sec. 9, Pg. 2-3)	
		Consent: T hereby grants its consent to the making of the TCA by LL, and to any and all actions that may be taken by Lender and LL, under the terms of the TCA. (TCA)	
oan	OEA Notes	No Lease Provision	Original Lease
othv	Overtime HVAC	No Lease Provision	Original Lease
outr	Outparcel Restriction	No Lease Provision	Original Lease
pcin	Percentage Rent Information	No Lease Provision	Original Lease

peru	Permitted Use	T shall use the Premises for only the operation of the sale at retail of Italian water ice, soft serve custard, yogurt, frozen treats, non -bakery desserts, related items as may normally be sold at a standard Rita's Ice Custard Happiness ("Rita's ") stores throughout the chain and such ancillary food items that will equate to no more than 25% of T's gross sales, and for no other purposes whatsoever. (Lease, Sec. 1.6, 7.1, Pg. 2, 15)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers and employees of tenants of the S/C, LL and any other parties permitted by LL from time to time, and T and its employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area." T shall have the right to park a licensed, registered, operational company vehicle, bearing current tags, w/ Franchisor logos on the same, in a visible area, so long as the vehicle is not parked in the same parking spot for more than 48 consecutive hours. (Lease, Sec. 7.2, Pg. 16)	Original Lease
prem	Premises Notes	Unit: 05; SF: 1,113. (Lease, Sec. 1.2(B), Pg. 2)	Original Lease
prom	Promotion Fund	Intentionally Omitted. (Lease, Sec. 4.7, Pg. 9)	Original Lease
prou	Prohibited Use	1. Funeral establishment; 2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; 3. Auction or bankruptcy sale; 4. shop; 5. Catalogue, Internet, mail order or an "800- type" phone -order facility, or a wholesale, discount, outlet, "warehouse," "dollar -type" or unit price store; 6. Outdoor circus, carnival or amusement park, or other entertainment facility; 7. Outdoor meetings; 8. Bowling alley; 9. Primarily pool or billiard establishment; 10. Shooting gallery. See Lease for complete notes. (Lease, Exhibit F, Pg. 48)	Original Lease
pvex	Penalty for Violating Exclusive	If a store opens or operates the S/C that violates T's Exclusive Right, such violation continues for 60 days following written notice from T to LL, T shall have the right to pay 50% of its then current Minimum Annual Rent (the "Substitute Rent ") lieu of such Minimum Annual Rent through the then current Term of the Lease until such store ceases to do business the S/C or ceases to sell such offending items. If exclusive violation continues for at least 12 full calendar months, T shall have the right, w/in 30 days following the expiration of such 12 month period and prior to LL's cure of the exclusive violation (the "Election Period "), to elect to terminate the Lease by 30 days written notice to LL and in such case, the Lease shall terminate on the expiration of such 30 day notice period. T shall have no remedy for a violation of T's Exclusive Right including, but not limited to, right of offset, rent reduction or Lease termination if all of the following occur: Another tenant or occupant in the S/C violates a provision of its lease or license agreement regarding its premises, which provision either does not permit or specifically prohibits a use ("Prohibited Use that violates T's Exclusive Use; and 2. LL provides notice of the lease or license agreement violation to such other tenant or occupant; and 3. LL commences action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter uses commercially reasonable efforts to enforce its rights under such lease or license agreement to obtain Judicial Relief. "Judicial Relief shall mean a temporary restraining order, preliminary injunction, order of eviction, other order or order resulting from arbitration proceeding enjoining the prohibited use; provided, however, LL shall not be required to appeal any adverse decision denying Judicial Relief. (Lease, Rider, Sec. R-1, Pg. 60-61)	Original Lease
rdus	Radius Restrictions	All area located w/in three (3) miles of the S/C. (Lease, Sec. 1.8, 7.1, Pg. 3, 15)	Original Lease
rean	REA Notes	No Lease Provision	Original Lease
restlx	Restrictions LL-X	R-7. Landlord shall not, when conducting construction or alterations to the Shopping Center, make any revisions or alterations which would materially and adversely affect the visibility of Tenant s storefront, signage and/or the pedestrian or vehicular traffic flowing by the Premises, as same exists at the time of execution hereof.	Original Lease
restx	Tenant Restrictions	No Lease Provision	Original Lease
retx	Real estate Tax	PRS: "T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denominator Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C. Estimates and its frequency: \$7,000.77 annually (\$583.40/month). Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. In the event the amount billed to T shall be less than its PRS, the same shall be paid as Additional Rent w/in 10 days after notice of such determination. Audit Right: T or its representative shall have the right, w/in 30 calendar days following LL's delivery of LL's statement detailing the Additional Rent charges for the preceding year to examine or audit, the records pertaining to the calculation of the Additional Rent charges. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 8)	Original Lease
sakt	Sales Kickout	No Lease Provision	Original Lease
sdpt	Security Deposit	Amount: \$2,920.70. Return and Interest: Upon yielding of the Premises at the termination of the Lease and in compliance w/ the terms and provisions of the Lease, and provided no default has occurred, the Security Deposit shall be returned to the T. No interest shall be payable on the Security Deposit. Reduction/Increase: No Lease Provision. (Lease, Sec. 1.5, 5.1, Pg. 2, 9-10)	Original Lease

sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any of the outside of the Premises or of the bldg of which the Premises is a part, or inside the Premises if visible from the outside, w/out first obtaining the LL's written approval. Signage Rights: All signs shall comply w/ the sign criteria provided by LL, and T shall be obligated to install at least one sign conformance with, as well as any additional signs required by, such sign criteria. T shall have the right to erect one of Franchisor's prototypical sign packages, including window clings, Franchisor logo, tag line, cups and awning on the front of the Premises, on the LL's directory sign and appropriate directional signage w/in the Complex/Common Areas after obtaining written approval from the local governmental or quasi - governmental entity for all signage and LL hereby approves the T signage. T shall have the right prior to opening for business to place a "Coming Soon Banner" on or near the Premises once T begins their build out of the Premises. Pylon Sign: T, at its sole cost and expense, shall be permitted to install one panel on such pylon sign. Fabrication and installation of T's pylon panel shall be at T's sole cost and expense. LL, in its sole discretion, shall select the position of such panel. (Lease, Sec. 6.5, Pg. 12; Rider, Sec. R-4, Pg. 62)	Original Lease
sppv	Special Provisions	No Lease Provision	Original Lease
stor	Storage	No Lease Provision	Original Lease
subl	Assignment/Sublease	As of the Effective Date, and subject to all of the terms, provisions, conditions, obligations, covenants and agreements contained or referred to in the Lease to be observed and performed by the T thereunder (collectively, the "T Obligations"), Assignor (Minnesota N'lce, Inc.) does by these presents grant, bargain, sell, convey, transfer, assign and deliver unto Assignee (DRB Holdings, LLC) all of Assignor's right, title, and interest in the Lease, including Assignor's right to the Security Deposit relating thereto, if any, and in and to the leasehold estate created by the Lease. (Assign, Sec. 3, Pg. 1-2)	Renewal
subl	Assignment/Sublease	Fee: Assignee shall pay to LL concurrently upon execution of the Assignment and Amendment by Assignee a transfer fee of \$2,000.00 in order to reimburse LL for all of its internal cost and expenses incurred w/ respect to this Assignment and Amendment. (Assign, Sec. 9, Pg. 3)	Original Lease
subo	Subordination	Consent: T shall not assign the Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments, nor pledge or encumber by mortgage or other instruments any interest in the Lease ("Transfer") w/out first obtaining the consent of LL, which consent LL may withhold in its sole and absolute discretion. T may assign its entire interest under the Lease or sublet the Premises to another Rita's franchisee w/ LL's approval, which shall not be unreasonably withheld, conditioned or delayed ("Franchise Transfer"). Profit Sharing: 100%. Assignment Fee: T shall pay to LL a Transfer Fee of \$2,000.00 for such written consent. T shall not pay a Transfer Fee to LL for any such Franchise Transfer. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 24)	Original Lease
taap	Tenant Approval	The provisions of this paragraph shall be self-operative, but T acknowledges and agrees that as a material consideration inducing LL to enter into the Lease, T shall acknowledge same by executing and delivering to LL, on demand at any time or times, any and all instruments in order to subordinate the Lease and T's rights. T agrees to execute, acknowledge and deliver any and all documents required to effectuate w/in seven (7) business days after request by LL. (Lease, Sec. 10.2(B),(C), Pg. 25)	Original Lease
term	Term Notes	No Lease Provision	Original Lease
tiam	Tenant Improvement Allowance	Lease Commencement Date (LCD): 02/06/2014. Rent Commencement Date (RCD): Lease reflects RCD as the earlier of (i) 120 days following Lease execution or (ii) the date T opens for business to the public. However, JDE reflects RCD as 05/05/2014. Hence Abstract reflects RCD as per JDE. Expiration Date: 05/31/2019. (Lease, Sec. 1.3(B), Pg. 2; Possession Letter dated 02/06/2014)	Original Lease
tins	Tenant's Insurance Requirement	Allowance Amount: \$15,000.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: Amount shall be payable w/in 15 days after the date T's Work is completed. Supervision/Management Fee: No Lease Provision. (Lease, Rider, Sec. R-2, Pg. 61)	Original Lease
		T shall maintain: CGL insurance: W/ limits of not less than limit of \$1,000,000.00 including a per location occurrence and \$2,000,000.00 general aggregate, per location and Fire Legal Liability Insurance amounts sufficient to cover the replacement costs of the Premises and loss of the use. Umbrella or Excess Liability: In amounts not less than \$2,000,000 in excess liability over all underlying liability policies. Worker's Compensation Insurance: In amounts not less than those required by applicable law. Employers liability insurance: In amounts not less than \$500,000 for each accident and \$500,000 for diseases. \$500,000 for disease - Each Employee, and \$500,000 for Disease-Policy Limit. Dram Shop/Liquor Liability Insurance: Protecting both T and LL, w/ a minimum coverage of the greater of (a) \$ 1,000,000 per occurrence or (b) the amount required by the laws. Automobile Insurance: W/ limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$ 1,000,000 for property damage for each accident. Physical Damage Insurance: All risks of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than \$10,000. The deductibles on all such insurance will be in amounts acceptable to LL. T will pay all deductible amounts under all such insurance policies. Plate Glass Insurance: Upon windows and doors in the Premises. Extra expense and business interruption insurance: w/ limits not less than 12 months of Minimum Rent and Additional Rent, naming LL as loss payee. Boiler machinery insurance required in the amount = the value of the mechanical equipment. (Lease, Sec. 8.1(D),(E), Pg. 20-21)	Original Lease

ttma TT Maintenance T, at its sole cost and expense, shall keep and maintain good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part and any and all appurtenances located, including, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities w/in the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, and all alterations, improvements and installations made by T. T shall maintain and bear the expense of the light fixtures and bulbs, any sprinkler system, air- conditioning ,nits and filters, janitorial services, interior pest control, and the like. HVAC: Commencing w/ delivery of possession of the Premises to T and continuing through the 12 months of the Term of the Lease. At all times during the Term, T, at its sole cost and expense, shall maintain a maintenance contract in effect w/ a licensed competent contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by any manufacturer's warranty) inspection and maintenance of all heating, ventilation and air conditioning (systems located on or for the use of the Premises. (Lease, Sec. 6.9, Pg. 14-15) Original Lease

util Utilities Premises: T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges shall become due and payable. If permitted by Law, LL shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service ("Alternate Service Provider ") or continue to contract for service from the present provider of electric service ("Electric Service Provider "). Separately Metered/Non Separately Metered: In the event any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion, T shall at LL's request pay the cost as Additional Rent to LL (or any proration of such cost attributable to the Premises as determined by LL in LL's sole and absolute discretion) as and when the charges become due and payable. (Lease, Sec. 4.3(B), 4.6, Pg. 6, 9) Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing		DRB Holdings, LLC	3245 Caswell Lane,Woodbury,MN 55129-5512		
CAM		DRB Holdings, LLC	3245 Caswell Lane,Woodbury,MN 55129-5512		
Commercial Cafe Contact		DRB Holdings, LLC	No address Listed		AA102@cornell.edu
Gross Sales		DRB Holdings, LLC	3245 Caswell Lane,Woodbury,MN 55129-5512		
Guarantor		Adam Ailloni	3 Edina Court,Edina,MN 55424	(651) 373-3397 x (Office)	AA102@cornell.edu
Guarantor		Angela Ailloni	3 Edina Court,Edina,MN 55424	(651) 373-3397 x (Office)	
Guarantor		Desirae Butler	3245 Caswell Lane,Woodbury,MN 55129		
Guarantor		Justin Butler	3245 Caswell Lane,Woodbury,MN 55129		
Notice		DRB Holdings, LLC	3245 Caswell Lane,Woodbury,MN 55129-5512		
Taxes		DRB Holdings, LLC	3245 Caswell Lane,Woodbury,MN 55129-5512		

Lease : Tres Amigos, L.L.C. (t0002897)

Lease Information

Name	Tres Amigos, L.L.C.	Status	Current
DBA	Teresa's Mexican Restaurant	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	RESTAURANTS (WITH LIQUOR)
Location	Diffley Marketplace	Contract Area	5,580.00 (GLA)
Customer	Teresa's Mexican Restaurant	Area	5,580.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 111,600.00
Base Currency	usd	Rent Per Area	usd 20.00
		Deposit	0.00
Primary Contact		Lease Term	From 11/9/2015 To 7/31/2026
Name	Tres Amigos, L.L.C.		
Office Phone			
Cell Phone			
E-Mail	felipemata312@gmail.com		

Space

Unit	Building	Floor	Area	Amendment Type
020		1	5,580.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	11/9/2015	3/27/2016	9,300.00	Monthly	Monthly	Flat Amt	usd		5,580.00	1.67 / Mo	0.00	Original Lease	020
brre	Base Rent - Retail	3/28/2016	3/31/2021	9,300.00	Monthly	Monthly	Flat Amt	usd		5,580.00	1.67 / Mo	0.00	Original Lease	020
brre	Base Rent - Retail	4/1/2021	7/31/2026	10,695.00	Monthly	Monthly	Flat Amt	usd	0.00	5,580.00	1.92 / Mo	0.00	Original Lease	020
came	CAM Estimated Escrow	3/28/2016	3/31/2019	1,395.00	Monthly	Monthly	Flat Amt	usd		5,580.00	0.25 / Mo	0.00	Original Lease	020
came	CAM Estimated Escrow	4/1/2019	7/31/2026	1,627.94	Monthly	Monthly	Flat Amt	usd	0.00	5,580.00	0.29 / Mo	0.00	Original Lease	020
rete	Real Estate Tax Escrow	3/28/2016	8/31/2016	2,092.50	Monthly	Monthly	Flat Amt	usd		5,580.00	0.38 / Mo	0.00	Original Lease	020
rete	Real Estate Tax Escrow	9/1/2016	12/31/2016	0.00	Monthly	Monthly	Flat Amt	usd		5,580.00	0.00 / Mo	0.00	Original Lease	020
rete	Real Estate Tax Escrow	1/1/2017	8/31/2017	2,092.50	Monthly	Monthly	Flat Amt	usd	0.00	5,580.00	0.38 / Mo	0.00	Original Lease	020
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	2,454.11	Monthly	Monthly	Flat Amt	usd	0.00	5,580.00	0.44 / Mo	0.00	Original Lease	020
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	2,491.83	Monthly	Monthly	Flat Amt	usd	0.00	5,580.00	0.45 / Mo	0.00	Original Lease	020
rete	Real Estate Tax Escrow	9/1/2019	7/31/2026	2,431.57	Monthly	Monthly	Flat Amt	usd	0.00	5,580.00	0.44 / Mo	0.00	Original Lease	020
rcbo	Rental Conc - Buildout	11/9/2015	3/27/2016	-9,300.00	Monthly	Monthly	Flat Amt	usd		5,580.00	-1.67 / Mo	0.00	Original Lease	020
rcra	Rental Conc - Rent Abatements	3/28/2016	7/27/2016	-9,300.00	Monthly	Monthly	Flat Amt	usd		5,580.00	-1.67 / Mo	0.00	Original Lease	020

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	11/9/2015	3/27/2016								Original Lease	020
brre	Base Rent - Retail	3/28/2016	3/31/2021								Original Lease	020
brre	Base Rent - Retail	4/1/2021	7/31/2026								Original Lease	020
came	CAM Estimated Escrow	3/28/2016	3/31/2019								Original Lease	020
came	CAM Estimated Escrow	4/1/2019	7/31/2026								Original Lease	020
rcbo	Rental Conc - Buildout	11/9/2015	3/27/2016								Original Lease	020
rcra	Rental Conc - Rent Abatements	3/28/2016	7/27/2016								Original Lease	020
rete	Real Estate Tax Escrow	3/28/2016	8/31/2016								Original Lease	020
rete	Real Estate Tax Escrow	9/1/2016	12/31/2016								Original Lease	020
rete	Real Estate Tax Escrow	1/1/2017	8/31/2017								Original Lease	020
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018								Original Lease	020
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019								Original Lease	020
rete	Real Estate Tax Escrow	9/1/2019	7/31/2026								Original Lease	020

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	020	TAX	retc	Real Estate Tax - 75610	11/9/2015	7/31/2026	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Lot 5 Sub 06 Units 14,16,17,21 - 04	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	020	UTL	na2c	1302305 Insurance	11/9/2015	7/31/2026	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		5580.0000	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	020	CAM	na1c	1302306 Electricity-61% Adj.	11/9/2015	7/31/2026	12		0.00	17,577.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				5.00		61.00		GLA		Sub 05 and Sub 06 - 06	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	020	CAM	na3c	1302305 lse 30711	11/9/2015	7/31/2026	12		0.00	17,577.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				5.00		0.00		GLA		5580.0000	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/ Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	129	11/9/2015	7/31/2026	020

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		7/31/2026	2/1/2026	1st Renewal Option	Original Lease
Renewal	Active		7/31/2031	2/1/2031	2nd Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Rent shall be due commencing on the Rent Commencement Date and continuing for a period of 4 months. (Lease, Exhibit Original Lease - B, Pg. B-1)	

accs	Access	LL reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. LL also reserves the right to install or place upon or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the bldg or interfere w/ T's occupancy. (Lease, Sec. 7.4 (B), Pg. 16)	Original Lease
base	Base Rent	Rent Changeover Day: On or before the first day of each Calendar month. Proration: The first payment date for Minimum Rent shall, if the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of the number of days in that particular month) Lease Year: No Lease Provision. Prepaid Rent: Rent for the first month ("Initial Rent ") and the Security Deposit shall be paid to LL upon execution of the Lease by T. (Lease, Sec. 1.4(E), 4.1, Pg. 2, 5)	Original Lease
brok	Brokers	TT Broker: CTM Diversified Commercial Real Estate. Broker Commission: Any commission or other compensation due brokers employed by LL shall be the sole responsibility of LL. (Lease, Sec. 12.1, Pg. 26)	Original Lease
came	CAM Notes	PRS: "T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C to which the applicable cost or expense applies from time to time; provided, however, that LL may exclude from such rental floor space in the S/C. Denom Exclusions: No Lease Provision. Estimates and its frequency (including insurance): \$1,395.00/monthly, w/ an annual adjustment. T's PRS of Common Area Costs and Operating Expenses, shall not exceed the lesser of (i) T's actual PRS of Common Area Costs and Operating Expenses; or (ii) 105% of T's PRS of Common Area Costs and Operating Expenses for the preceding CY. Common Area Costs and Operating Expenses shall not exceed \$3.00 PSF in the CY 2015 on an annualizes basis. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: Not to exceed 15% of CAM and Insurance. CAP and Its Exclusion: No Lease Provision. Exclusion: Standard. Capital Expense: Costs of capital improvements and any other expenditures that, under generally accepted accounting principles should be capitalized. Reconciliation Deadline: No Lease Provision. Audit: T or auditors selected by T shall have the right, w/in 90 days of the initial billing, w/ a minimum of 10 days' prior notice, to inspect and audit such books and records at any time during normal business hours, at T's sole cost and expense. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
crda	Critical Date Note	"Landlord shall refund the entire Security Deposit after the 2nd year provided there is no uncured default. Critical Date: 4/01/18 Follow Up With: PM"	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: 5 days after such installment is due. Non-Monetary: W/in 20 days after written notice from LL. (Lease, Sec. 11.1, Pg. 23)	Original Lease
docu	List of Documents	1) Shopping Center Lease Agreement dated 10/06/2014; 2) Commencement Letter dated 04/14/2016 (Ltr 1).	Original Lease
estl	Estoppel	W/in 7 days after LL's request. (Lease, Sec. 10.2(C), Pg. 23)	Original Lease
exclx	Exclusivities-X	Provided that Tenant has not committed an event of default and further provided that the following uses do not interfere with any exclusivity provisions of other tenants in the Shopping Center or with the prohibitions set forth in Exhibit F attached to the Lease, and except for existing tenants of the Shopping Center under their existing leases for premises in the Shopping Center (which leases may be renewed, extended or replaced) and which permit such existing tenant to engage in any use which would otherwise be prohibited hereunder, Landlord covenants and agrees that during the Term, as such Terns may be extended pursuant to the provisions of the Lease, Tenant has the exclusive right (Tenants Exclusive Right) in the Shopping Center to the use of the Premises for the following purposes: Mexican restaurant. Tenants Exclusive Right is subject to the following express limitations: A. Tenant acknowledges that the use clauses in the existing tenants leases do not violate Tenants Exclusive Right; B. Tenants Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants; C. Tenants Exclusive Right shall only be effective so long as Tenant continuously operates its exclusive business in the entire Premises	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Felipe A. Mata Limitation of Liability: Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the LL the full and punctual performance and observance by T of all of the terms, conditions, covenants and obligations to be performed and observed by T under the Lease and any month to month tenancy created as a result of holding over by T after the expiration or termination of the Lease including, w/out limitation, the payment as and when due of all Minimum Rent and Additional Rent. (Lease, Sec. 1.1(D), Exh E, Pg. 1, E-1-4)	Original Lease
hold	Holdover	W/out LL's consent, MTM tenancy, cancelable by either LL or T upon 30 days' written notice, and at 150% of the last payable Minimum Rent and 100% of Additional Rent. (Lease, Sec. 3.4, Pg. 5)	Original Lease

insu	Insurance	PRS: "T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C to which the applicable cost or expense applies from time to time; provided, however, that LL may exclude from such rental floor space in the S/C. Denom Exclusions: No Lease Provision. Estimates and its frequency: Included in CAM Estimates. Base Year: No Lease Provision. Admin Fee: Not to exceed 15% of CAM and Insurance. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance. Audit: T or auditors selected by T shall have the right, w/in 90 days of the initial billing, w/ a minimum of 10 days' prior notice, to inspect and audit such books and records at any time during normal business hours, at T's sole cost and expense. (Lease, Sec. 1.4(B), 4.3, Pg. 2, 5-7)	Original Lease
late	Late Fee	Late Charge: W/in ten (10) days after due date, T shall pay to LL a sum = \$150.00. Interest: After due date, T shall pay interest at the rate of 18% /annum or the maximum rate permitted by law from the date when due but not in excess of the highest legal rates. NSF Charge: \$50.00 for each of T's checks returned to LL unpaid by T's bank. (Lease, Sec. 4.4(C), Pg. 8)	Original Lease
lcon	Landlord Work	LL shall provide the Premises in LL's Vanilla Box condition, The "vanilla box" improvements shall include: 1. Furnish a clean concrete slab floor. 2. Prepare and primer all demising walls and remaining interior walls. 3. Provide or install rigid electrical conduit, and other exterior signs, if any. junction boxes and wires to connect to T's storefront 4. Provide HVAC system, including all ductwork diffusers, return air vents and thermostat. All mechanicals shall be in working order. 5. Provide ADA compliant rest room in working order w/ walls in paint-ready condition. 6. Provide open ceiling w/ lighting throughout unit. 7. Deliver the Premises "broom clean" free or trash and/or debris. See lease for complete details (Lease, Sec. 6.2, Exhibit C-1, Pg. 10)	Original Lease
llma	LL Maintenance	LL shall, maintain in good repair the exterior walks and roof of the bldg in which the premises is located, and sidewalk located in common areas. T agrees that it will not permit any person to go onto the roof of the bldg of which the premises are a part w/out the prior written consent of LL. LL shall not be required to make any repair to exterior walls, roof, and sidewalk unless and until T has notifies LL in writing of the need of such repairs and LL shall have had a reasonable period of time thereafter to commence and complete said repairs. LL may at its sole discretion arrange for a maintenance contract of all roof structures, the cost-of which shall be tenant's responsibility as to T's PRS thereof T shall pay, as Additional Rent to LL, its PRS of the cost of said repairs and maintenance incurred by LL as part of Common area Expense. (Lease, Sec. 6.3, Pg. 10)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	T shall use the Premises for only the operation of a Mexican restaurant serving liquor on-premises and for no other purposes whatsoever. T shall operate the Premises throughout the Term under T's trade name, Teresa's Mexican Restaurant ("T's Trade Name"), and no other trade name w/out LL's prior written consent. (Lease, Sec. 1.6, 7.1, Pg. 2, 13)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers and employees of tenants of the S/C, LL and other parties permitted by LL from time to time, and T and its employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area". (Lease, Sec. 7.2, Pg. 14)	Original Lease
prem	Premises Notes	SF: 5,580 SF. If the floor area of the Premises, or the S/C shall be more or less than the SF, the Minimum Rent shall not be affected. Under no circumstances shall LL or T be entitled to any rent credits or other credits past present and future for an error in the SF calculation. (Lease, Sec. 1.2(B), 2.2, Pg. 1, 3)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	T shall not use the premises for. (i) Funeral establishment; (ii) Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; (iii) Auction or bankruptcy sale. See Lease for complete details. (Lease, Sec. 1.6, Exhibit F, Pg. F-1)	Original Lease
pvex	Penalty for Violating Exclusive	T shall have no remedy for a violation of Ts Exclusive Right including but not limited to, any right of offset, rent reduction or Lease termination if all of the following occur: 1. Another tenant or occupant in the S/C violates a provision of its lease or license agreement regarding its premises, which provision either does not permit or specifically prohibits a use ("Prohibited Use") that violates Ts Exclusive Use; and 2. LL provides notice of the lease or license agreement violation to such other tenant or occupancy and 3. LL commences an action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter uses commercially reasonable efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief. For purposes hereof, "Judicial Relief shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order or order resulting from an arbitration proceeding enjoining the prohibited use; provided, however, LL shall not be required to appeal any adverse decision denying Judicial Relief. (Lease, Rider, R-2, Pg. Rider - 1-2)	Original Lease
rdus	Radius Restrictions	All area located w/in 1 miles (measured in a straight line in all directions from the outside property lines of the S/C) of the S/C. (Lease, Sec. 1.8, 7.1, Pg. 2, 13-14)	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restlx	Restrictions LL-X	Landlord shall not modify the size, area or arrangement, modify the lighting or grant exclusive parking rights to any other party in the area identified on Exhibit A-1 as Protected Parking Area .	Original Lease

restx	Restrictions-X	EXHIBIT F - PROHIBITED USES 1. Funeral establishment; 2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; 3. Auction or bankruptcy sale; 4. Pawn shop; 5. Catalogue, Internet, mail order or an 800-type phone-order facility, or a wholesale, discount, outlet, warehouse, dollar-type or unit price store; 6. Outdoor circus, carnival or amusement park, or other entertainment facility; 7. Outdoor meetings; 8. Bowling alley; 9. Primarily pool or billiard establishment; 10. Shooting gallery; 11. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited); 12. Refinery; 13. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered adult or pornographic for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor, steam bath, nude modeling, establishment with nude or semi-nude waiters, waitresses or entertainers; 14. Any residential use, including, but not limited to living quarters, sleeping apartments or lodging rooms; 15. Theater including, but not limited to, an x-rated theater; 16. Auditorium, meeting hall, ballroom, school, educational facilities (including, but not limited to, beauty schools, barber colleges, reading rooms or libraries, or other place of public assembly; 17. Unemployment agency, service or commission; 18. Gymnasium, health club, exercise or dance studio; 19. Dance hall; 20. Cocktail lounge, disco or night club; 21. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; 22. Video game or amusement arcade, except as an incidental part of another primary business; 23. So called head shop which sells drug paraphernalia; 24. Skating or roller rink; 25. Car wash, car repair or car rental agency; 26. Second hand store, auction house, or flea market, Army/Navy-type store or governmental surplus; 28. Non-retail use (which shall not prohibit in the Shopping Center such uses commonly referred to as quasi-retail or service retail such as a travel agency, real estate office, insurance agency, accounting service, etc., so long as same do not exceed ten percent (10%) of the Leasable Square Feet of the Shopping Center); or 29. Any uses which conflict with the uses of existing tenants. 30. Tenant may not install an Automatic Teller Machine in or on the Premises without the express written consent of Landlord which consent Landlord may deny in its reasonable discretion.	Original Lease
retx	Real estate Tax	PRS: "T's PRS" shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C to which the applicable cost or expense applies from time to time; provided, however, that LL may exclude from such rental floor space in the S/C. Denom Exclusions: At LL's option, any portions of the S/C: (i) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL; LL shall also deduct from Real Estate Taxes all amounts received from such excluded parties for Real Estate Taxes. Estimates and its frequency: \$2,092.50/month, w/ an annual adjustment. Base Year: No Lease Provision CAP: No Lease Provision Exclusion: No Lease Provision Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance. Audit: T or auditors selected by T shall have the right, w/in 90 days of the initial billing, w/ a minimum of 10 days' prior notice, to inspect and audit such books and records at any time during normal business hours, at T's sole cost and expense. (Lease, Sec. 1.4(B), 4.3(c), Pg. 2, 5-7)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Security Deposit: \$25,000.00. Return & Interest: Upon yielding of the Premises at the termination of the Lease and in compliance w/ the terms and provisions of the Lease, and provided no default has occurred, the Security Deposit shall be returned to the T. No interest shall be payable on the Security Deposit. (Lease, Sec. 1.5, 5.1, Pg. 2, 9)	Original Lease
sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the bldg of which the Premises is a part, or inside the Premises if visible from the outside, w/out first obtaining the LL's written approval thereof. Signage Rights: All signs shall comply w/ the sign criteria provided by LL, and T shall be obligated to install at least one sign in conformance with, as well as any additional signs required by, such sign criteria. Pylon Sign: No Lease Provision. (Lease, Sec. 6.5, Pg. 11)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T may not and shall not assign the Lease, in whole or in part nor sublet all or part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in the Lease (each individually and collectively referred as "Transfer ") w/out first obtaining the consent of LL. Profit Sharing: 100%. Assignment Fee: T shall pay to LL a transfer fee of \$1,000.00. Permitted Assignment: No Lease Provision. Recapture Rights: In the event of default of T, LL at LL's sole option may succeed to the position of T as to any subtenant or tenant of T. (Lease, Sec. 10.1, Pg. 22)	Original Lease
subo	Subordination	T acknowledges and agrees that as a material consideration inducing LL to enter into the Lease, T agrees to execute, acknowledge and deliver any and all documents required to effectuate w/in seven (7) days after request thereof by LL. (Lease, Sec. 10.2, (B-C), Pg. 22-23)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	LCD: 11/09/2015. RCD: 03/28/2016. LED: 07/31/2026. (Ltr 1)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$167,400.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL will reimburse T in the amount shall be payable w/in 15 days after the date T's Work is completed. Supervision/Management Fee: No Lease Provision. (Lease, Rider, R-1, Pg. Rider-1)	Original Lease

tins	Tenant's Insurance Requirement	Liability Insurance: w/ limits of not less than limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. Fire Legal Liability Insurance in amounts sufficient to cover the replacement costs of the Premises and loss of the use thereof. Additional Insured: LL and Owner. Umbrella or Excess Liability coverage: In amounts not less than \$5,000,000 in excess of the CGL insurance. Worker's Compensation Insurance: covering all employees, agents and contractors of T performing work in, on, or w/ respect to the Premises, in amounts not less than those required by applicable law. Employers Liability insurance: covering all employees, agents and contractors of T performing work in, on, or w/ respect to the Premises, in amounts not less than \$500,000 for Each Accident, \$500,000 for Diseases. \$500,000 for disease- Each Employee, and \$500,000 for Disease Policy Limit. Dram Shop/Liquor Liability Insurance: Premises are located and w/ a minimum coverage of the greater of (a) \$ 1,000,000 per occurrence. Automobile Insurance: W/ limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident. Physical Damage Insurance: All risks of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than \$10,000.00. Plate Glass Insurance: T shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises. Extra expense and business interruption insurance including loss of rents for periods and w/ limits not less than 12 months of Minimum Rent and Additional Rent, naming LL as loss payee. Boiler machinery insurance required in the amount = the value of the mechanical equipment. (Lease, Sec. 8.1 (D), Pg. 18-19)	Original Lease
ttma	TT Maintenance	T, at its sole cost expense, shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances hereto located, including, but w/out limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities w/in the Premises including free flow up to the main sewer line, heating and air conditioning and electrical systems (whether or not located in the Premises), sprinkler systems, walls, floors and ceilings (including (i) any damage to the walls, floors, ceilings or the other areas of the Premises. HVAC: At all times during the Term, T, at its sole cost and expense, shall maintain a maintenance contract effect w/ a licensed competent contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by any manufacturer's warranty) inspection and maintenance of all heating, ventilation and air conditioning systems located on or for the use of the Premises. (Lease, Sec. 6.9, Pg. 13)	Original Lease
util	Utilities	T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. Commencing on the date LL notifies T that the Premises are ready for occupancy, T shall make all appropriate applications to the local utility companies and pay all required deposits for meters and service for all utilities commencing w/ the delivery of possession of the Premises. LL at its option may control the provider of electrical service to the Premises. If permitted by Law, LL shall have the right at any time and time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to an "Alternate Service Provider") or continue to contract for service from the present provider of electric service ("Electric Service Provider"). Non Separately Metered: In the event any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion thereof, T shall at LL's request pay the cost thereof as Additional Rent to LL (or any proration of such cost attributable to the Premises determined by LL in LL's sole and absolute discretion) as and when the charges thereof become due and payable; otherwise, T shall deliver original receipt bills to LL not less than 30 days before the same are due and payable w/out interest or penalty together w/ full payment for same. In no event shall LL be liable for any interruption or failure in the supply of any utilities to the Premises except in the case of LL's gross negligence. (Lease, Sec. 4.6, Pg. 8-9)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing	Re: Teresa's Mexican Restaurant	Tres Amigos, L.L.C.	1008 Diffley Rd,Eagan,MN 55123		felipemata312@gmail.com
CAM	Re: Teresa's Mexican Restaurant	Tres Amigos, L.L.C.	1008 Diffley Rd,Eagan,MN 55123		felipemata312@gmail.com
Commercial Cafe Contact		Tres Amigos, L.L.C.	No address Listed		felipemata312@gmail.com
Guarantor		Felipe A. Mata	1008 Diffley Road,Eagan,MN 55123	(651) 313-0601 x (Office)	felipemata312@gmail.com
Notice	Re: Teresa's Mexican Restaurant	Tres Amigos, L.L.C.	1008 Diffley Rd,Eagan,MN 55123		felipemata312@gmail.com
Notice1	Re: Teresa's Mexican Restaurant	Tres Amigos, L.L.C.	20049 Heritage Drive,Lakeville,MN 55044		felipemata312@gmail.com
Store Contact		Lupe	No address Listed	(651) 440-9147 x (Office)	
Taxes	Re: Teresa's Mexican Restaurant	Tres Amigos, L.L.C.	1008 Diffley Rd,Eagan,MN 55123		felipemata312@gmail.com
Taxes	Re: Teresa's Mexican Restaurant	Tres Amigos, L.L.C.	1008 Diffley Road,Eagan,MN 55123		

Lease : E2D Education Services, Inc. (t0002900)

Lease Information

Name	E2D Education Services, Inc.	Status	Current
DBA	Mathnasium of Eagan	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	EDUCATIONAL/ENVIRONMENT
Location	Diffley Marketplace	Contract Area	1,200.00 (GLA)
Customer	Mathnasium of Eagan	Area	1,200.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 28,800.00
Base Currency	usd	Rent Per Area	usd 24.00
Primary Contact		Deposit	2,916.00
Name	E2D Education Services, Inc.	Lease Term	From 6/16/2015 To 10/31/2022
Office Phone			
Cell Phone			
E-Mail	eagan@mathnasium.com		

Space

Unit	Building	Floor	Area	Amendment Type
016		1	1,200.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	6/16/2015	7/15/2015	1,900.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.58 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	7/16/2015	7/31/2016	1,900.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.58 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	8/1/2016	7/31/2017	1,950.00	Monthly	Monthly	Flat Amt	usd		1,200.00	1.63 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	8/1/2017	7/31/2018	2,000.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	1.67 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	8/1/2018	7/31/2019	2,300.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	1.92 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	8/1/2019	7/31/2020	2,400.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.00 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	8/1/2020	7/31/2021	2,500.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.08 / Mo	0.00	Original Lease	016
brre	Base Rent - Retail	8/1/2021	10/31/2022	2,600.00	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	2.17 / Mo	0.00	Original Lease	016
came	CAM Estimated Escrow	7/16/2015	3/31/2019	429.00	Monthly	Monthly	Flat Amt	usd		1,200.00	0.36 / Mo	0.00	Original Lease	016
came	CAM Estimated Escrow	4/1/2019	10/31/2022	548.71	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.46 / Mo	0.00	Original Lease	016
rete	Real Estate Tax Escrow	7/16/2015	8/31/2016	587.00	Monthly	Monthly	Flat Amt	usd		1,200.00	0.49 / Mo	0.00	Original Lease	016
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017	463.42	Monthly	Monthly	Flat Amt	usd		1,200.00	0.39 / Mo	0.00	Original Lease	016
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018	459.91	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.38 / Mo	0.00	Original Lease	016
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	478.67	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.40 / Mo	0.00	Original Lease	016
rete	Real Estate Tax Escrow	9/1/2019	10/31/2022	484.24	Monthly	Monthly	Flat Amt	usd	0.00	1,200.00	0.40 / Mo	0.00	Original Lease	016
rcbo	Rental Conc - Buildout	6/16/2015	7/15/2015	-1,900.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-1.58 / Mo	0.00	Original Lease	016
rcca	Rental Conc - CAM Abatements	7/16/2015	10/15/2015	-429.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-0.36 / Mo	0.00	Original Lease	016
rcra	Rental Conc - Rent Abatements	7/16/2015	10/15/2015	-1,900.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-1.58 / Mo	0.00	Original Lease	016
rctx	Rental Conc - TAX Abatements	7/16/2015	10/15/2015	-587.00	Monthly	Monthly	Flat Amt	usd		1,200.00	-0.49 / Mo	0.00	Original Lease	016

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	6/16/2015	7/15/2015								Original Lease	016
brre	Base Rent - Retail	7/16/2015	7/31/2016								Original Lease	016
brre	Base Rent - Retail	8/1/2016	7/31/2017								Original Lease	016
brre	Base Rent - Retail	8/1/2017	7/31/2018								Original Lease	016
brre	Base Rent - Retail	8/1/2018	7/31/2019								Original Lease	016
brre	Base Rent - Retail	8/1/2019	7/31/2020								Original Lease	016
brre	Base Rent - Retail	8/1/2020	7/31/2021								Original Lease	016
brre	Base Rent - Retail	8/1/2021	10/31/2022								Original Lease	016
came	CAM Estimated Escrow	7/16/2015	3/31/2019								Original Lease	016
came	CAM Estimated Escrow	4/1/2019	10/31/2022								Original Lease	016
rcbo	Rental Conc - Buildout	6/16/2015	7/15/2015								Original Lease	016
rcca	Rental Conc - CAM Abatements	7/16/2015	10/15/2015								Original Lease	016
rcra	Rental Conc - Rent Abatements	7/16/2015	10/15/2015								Original Lease	016
rctx	Rental Conc - TAX Abatements	7/16/2015	10/15/2015								Original Lease	016
rete	Real Estate Tax Escrow	7/16/2015	8/31/2016								Original Lease	016
rete	Real Estate Tax Escrow	9/1/2016	8/31/2017								Original Lease	016
rete	Real Estate Tax Escrow	9/1/2017	10/31/2018								Original Lease	016
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019								Original Lease	016
rete	Real Estate Tax Escrow	9/1/2019	10/31/2022								Original Lease	016

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	016	TAX	retc	Real Estate Tax - 75610	6/16/2015	10/31/2022	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 5 Sub 06 Units 14,16,17,21 - 04
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	016	CAM	d12c	Def CAM - Parking Lot	6/16/2015	10/31/2022	12		0.00	2,107.73	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					3.00		0.00		GLA		Lot 5 Sub 06 Units 14,16,17,21 - 04
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	016	UTL	mb4c	1302306 IN SN UT SE R44	6/16/2015	10/31/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		Lot 5 Sub 06 Units 14,16,17,21 - 04
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	016	CAM	mb3c	1302306 B X: IN,SN,UT,SE,R44	6/16/2015	10/31/2022	12		0.00	2,107.73	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					3.00		0.00		GLA		Lot 5 Sub 06 Units 14,16,17,21 - 04

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/ Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	89	6/16/2015	10/31/2022	016

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		10/31/2022	5/4/2022	Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Rent shall be due commencing on the RCD and continuing for a period of three (3) months (the "Abatement Months," collectively. (Lease, Exhibit B, Pg. B-1)	Original Lease

accs	Access	LL reserves the right to, at all reasonable times w/ notice to T, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. (Lease, Sec. 7.4(b), Pg. 15)	Original Lease
base	Base Rent	Rent Changeover Day: On or before the first day of each calendar month. Proration: Minimum Rent for fractional month shall be based on a per diem basis (calculated on the basis of the no. of days in that particular month). Lease Year: No Lease Provision. Prepaid Rent: The Rent for the first month ("Initial Rent") shall be paid to LL upon execution of Lease by T. The Initial Rent shall be applied toward the first month that Rent is due. (Lease, Sec. 1.4, 4.1, Pg. 2, 5)	Original Lease
brok	Brokers	No Broker. T shall reimburse and pay to LL on demand any amount so paid by LL and all costs and expenses, including reasonable attorneys' fees incurred by LL in connection therewith, together w/ interest thereon at the per annum rate equal to the lesser of 18% or the maximum rate permitted by law from the respective date of LL's notice to T of the making of the payment or of the incurring of the cost and expense, including such attorneys' fees. Any commission or other compensation due brokers employed by LL shall be the sole responsibility of LL. (Lease, Sec. 12.1, Pg. 25-26)	Original Lease
came	CAM Notes	PRS: Percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C to which the applicable cost or expense applies from time to time. Denominator Exclusions: LL may exclude from such rentable floor space in the S/C, (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants, theatres, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be, pursuant to a lease-or other agreement w/ LL, and (ii) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: \$429.00/month and payable in monthly. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: 15%. CAP and its exclusions: 2014 CY, shall not exceed \$4.29/sf/annum. T's PRS of Common Area Expenses, exclusive of snow and ice removal, security, insurance, taxes and utilities ("Uncontrollable Expenses"), shall not increase by more than 3% annually on a noncumulative basis over the prior year. Capital Expense: Excluded from CAM. Exclusion: Standard exclusions. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: T or auditors selected by T shall have the right, w/in 90 days of the initial billing, w/ a minimum of 10 days' prior notice, to inspect and audit such books and records at any time during normal business hours, at T's sole cost and expense. (Lease, Sec. 1.4(b), 4.3, Rider, R-2, Pg. 2, 5-7, Rider-1)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: When due, continuance of such nonpayment for 5 days after such installment is due. Non-Monetary: 20 days after written notice and demand from LL. (Lease, Sec. 11.1, Pg. 23)	Original Lease
docu	List of Documents	Shopping Center Lease Agreement dated 10/17/2014. Lease Amendment dated 4/14/2015.	Original Lease
estl	Estoppel	W/in seven (7) days after request by LL. (Lease, Sec. 10.2 (C), Pg. 22)	Original Lease
excl	Exclusives	No Lease Provision.	Original Lease
guar	Guar/L.C./Indem.	Name: Bari and Irina H. Kahar. Liability: Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the LL (a) the full and punctual performance and observance by T of all of the terms, conditions, covenants and obligations to be performed and observed by T under the Lease and any month -to -month tenancy created a result of T holding over after the expiration or termination of the Lease including, w/out limitation, the payment as and when due, whether by acceleration or otherwise, of all Minimum Rent and any other payable by T under the Lease, and payment of all Enforcement Costs. (Lease, Sec. 1.1(D), Exhibit E, Pg. E2)	Original Lease
hold	Holdover	MTM tenancy, 150% of the last payable Minimum Rent and 100% of Additional Rent. (Lease, Sec. 3.4, Pg. 4-5)	Original Lease
insu	Insurance	PRS: T's PRS shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C to which the applicable cost or expense applies from time to time. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants, theatres, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be, pursuant to a lease-or other agreement w/ LL, and (ii) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Included in CAM costs. Base Year: No Lease Provision. Admin Fee: 15%. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures and a determination of T's PRS. Audit Right: No Lease Provision. (Lease, Sec. 1.4(b), 4.3, 8.1, Pg. 2, 7, 17)	Original Lease
late	Late Fee	Late Charge: W/in 10 days after the due date, T shall promptly pay to LL a late fee = the greater of \$150.00 or 10% percent of the monthly Rent. Interest: Sums not paid, when due, shall bear interest on the unpaid portion at the /annum rate = the lesser of 18% or the maximum rate permitted by law from the date when due. NSF Fee: T shall pay to LL \$50.00 for each of T's checks returned to LL unpaid by T's bank. (Lease, Sec. 4.4 (C), Pg. 7-8)	Original Lease

Icon	Landlord Work	LL's Work shall be to provide a "turn-key" facility to T (except for T's furniture, fixtures and equipment) in two separate phases as follows: A. At LL's sole cost and expense, LL shall provide the Premises in LL's Vanilla Box condition, such specifications as set forth below. 1. Floor Slabs: 4" concrete floor, cured and sealed ready for T's floor finish. 2. Perimeter Walls: Outside walls will be insulated, sheet rocked, taped and sanded. 3. Demising Walls: Two (2) demising walls sheet rocked to deck Finished wall below deck to be taped and sanded. (Lease, Sec. 6.2, Exhibit C-1, Pg. 9-10, C-1)	Original Lease
llma	LL Maintenance	LL shall, T's reimbursement, maintain in good repair the exterior walls, underground plumbing, roof of the bldg in which the Premises is located, and sidewalks located in the Common Areas. T agrees that it will not permit or authorize any person to go onto the roof of the bldg of which the Premises are a part w/out the prior written consent of LL. (Lease, Sec. 6.3, Pg. 10)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
ocean	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	T shall use the Premises for only the operation of a math learning center and for no other purposes and no other trade name w/out LL's prior written consent. (Lease, Sec. 1.6, 7.1, Pg. 2, 13)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers and employees of tenants of the S/C, LL and any other parties permitted by LL from time to time, and T and its employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area". (Lease, Sec. 7.2, Pg. 13-14)	Original Lease
prem	Premises Notes	Premises at 1004 Diffley Rd, Suite 100, Eagan, MN 55123, SF: 1,200. (Lease, Sec. 1.2(B), Pg. 1; Exh A-1)	Original Lease
prom	Promotion Fund	T, at its election, may participate in, and pay its PRS of, all promotions and marketing activities relating to the S/C, including, w/out limitation, cooperative advertising employed about such w/ such promotions. T shall include the name and location of the S/C in all advertising done by T for its business at the premises. (Lease, Sec. 4.7, Pg. 8)	Original Lease
prou	Prohibited Use	T not engage in any use or uses that conflict w/ the exclusive or prohibited uses granted to other tenants. W/out limiting the foregoing, T's use of the Premises shall be subject to the following: (i) the Prohibited Uses; (ii) the S/C Exclusive Uses; and (iii) the S/C specific Prohibited Uses. (Lease, Sec. 1.6, Pg. 2; Exh F & H)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	Neither T nor any person, firm, or corporation directly or indirectly affiliated w/ T nor T's franchisers, subsidiaries, parents, partners or shareholders should conduct or operate w/in the Restricted Area during the Term. Restricted Area: All area located w/in three (3) miles (measured in a straight line in all directions from the outside property lines of the S/C) of the S/C. (Lease, Sec. 1.8, Pg. 2)	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restx	Restrictions-X	EXHIBIT F PROHIBITED USES 1. Funeral establishment; 2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; 3. Auction or bankruptcy sale; 4. Pawn shop; 5. Catalogue, Internet, mail order or an 800-type phone-order facility, or a wholesale, discount, outlet, warehouse, dollar-type or unit price store; 6. Outdoor circus, carnival or amusement park, or other entertainment facility; 7. Outdoor meetings; 8. Bowling alley; 9. Primarily pool or billiard establishment; 10. Shooting gallery; 11. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited); 12. Refinery; 13. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered adult or pornographic for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor, steam bath, nude modeling, establishment with nude or semi-nude waiters, waitresses or entertainers; 14. Any residential use, including, but not limited to living quarters, sleeping apartments or lodging rooms; 15. Theater including, but not limited to, an x-rated theater; 16. Auditorium, meeting hall, ballroom, school, educational facilities (including, but not limited to, beauty schools, barber colleges, reading rooms or libraries, or other place of public assembly); 17. Unemployment agency, service or commission; 18. Gymnasium, health club, exercise or dance studio; 19. Dance hall; 20. Cocktail lounge, bar, disco or night club; 21. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; 22. Video game or amusement arcade, except as an incidental part of another primary business; 23. So called head shop which sells drug paraphernalia; 24. Skating or roller rink; 25. Car wash, car repair or car rental agency; 26. Second hand store, auction house, or flea market, Army/Navy-type store or governmental surplus; 27. Restaurant including, but not limited to, drive-in or drive-through restaurants; 28. Non-retail use (which shall not prohibit in the Shopping Center such uses commonly referred to as quasi-retail or service retail such as a travel agency, real estate office, insurance agency, accounting service, etc., so long as same do not exceed ten percent (10%) of the Leasable Square Feet of the Shopping Center); or 29. Any uses which conflict with the uses of existing tenants. 30. Tenant may not install an Automatic Teller Machine in or on the Premises without the express written consent of Landlord which consent Landlord may deny in its sole discretion.	Original Lease

restx	Tenant Restrictions	The parties hereto acknowledge and confirm that the Lease and the commencement and enforceability of all of its terms and conditions are contingent upon the LL's review of the S/C's current tenants' exclusive uses and restrictive use terms provisions, and LL's determination that the uses permitted of T pursuant to the terms of the Lease do not violate the terms or the spirit of such provisions. Upon notice by LL to T that this contingency cannot be satisfied, the Lease shall automatically terminate and any rent paid in advance by T shall be promptly returned to T, and the parties shall thereupon have no further liability or obligations to the other under the Lease or otherwise w/ respect to the Premises. (Lease, Rider, R-4, Pg. Rider-1,2)	Original Lease
retx	Real estate Tax	PRS: T's PRS shall be a percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C to which the applicable cost or expense applies from time to time. Denominator Exclusions: LL may exclude from such rentable floor space in the S/C, (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (tenants occupying greater than ten percent (10%) of the S/C), theatres, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (ii) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Initially, \$587.00 monthly) and payable in Monthly. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: Standard exclusion. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures and a determination of T's PRS. In the event the amount billed to T shall be less than its PRS, the same shall be paid as Additional Rent w/in 10 days after notice of such determination. Audit Right: No Lease Provision. (Lease, Sec. 1.4 (b), 4.3, Pg. 2, 5-7)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Amount: \$2,916.00. Return & Interest: Upon yielding of the Premises at the termination of the Lease and in compliance w/ the terms and provisions of the Lease, and provided no default has occurred, the Security Deposit shall be returned to the T. No interest shall be payable on the Security Deposit. Reduction & Increase: No Lease Provision. (Lease, Sec. 1.5, 5.1, Pg. 2, 9)	Original Lease
sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the bldg of which the Premises is a part, or inside the Premises if visible from the outside, w/out first obtaining the LL's written approval. Signage Rights: T further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc., as may be approved in good condition and repair at all times, and repair all damage to the Premises that is caused by the installation, maintenance or removal of such signs, lettering, etc. T shall be obligated to install at least one sign in conformance with, well as any additional signs required by, such sign criteria. Pylon Sign: No Lease Provision. (Lease, Sec. 6.5, Pg. 11; Exh D)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T may not and shall not assign the Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments, nor pledge or encumber by mortgage or other instruments any interest in this Lease w/out first obtaining the consent of LL. Profit Sharing: 100%. Assignment Fee: \$2,000.00. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 21-22)	Original Lease
subo	Subordination	The Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the S/C, now or in the future, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. This provision of this paragraph shall be self-operative. (Lease, Sec. 10.2(b), Pg. 22)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Commencement Date: 6/16/2015 (Per Lease, the term commencing on the date of LL's delivery of possession of the Premises to T w/ LL's Work substantially completed. In the absence of mentioned dates, Abstract Assumes to reflect CD as per JDE report). Rent Commencement Date: 7/16/2015 (Per Lease, the RCD shall be the earlier of 30 days following the CD or the date that T opens for business in the Premises. In the absence of mentioned dates, Abstract Assumes to reflect RCD as per JDE report). Termination Date: 10/31/2022. (Lease, Sec. 1.3(A), Pg. 1-2)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$25,000.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: Amount shall be paid directly to the contractors performing T's Improvements on behalf of LL in LL's normal course of dealings w/ such contractor. Supervision/Management Fee: No Lease Provision. (Lease, Rider, Sec. R-1)	Original Lease

tins	Tenant's Insurance Requirement	<p>Liability Insurance: "personal injury" liability, including but not limited to, bodily injury, death or property damage w/ limits of Original Lease not less than limit of 1,000,000.00 including a per location occurrence and 2,000,000.00 general aggregate 2. Umbrella or Excess Liability coverage in amounts not less than \$5,000,000 3. Worker's Compensation Insurance covering all employees, agents and contractors required by applicable law. 4. Employers liability insurance covering all employees, agents and contractors of T performing work in, or w/ respect to the Premises, in amounts not less than \$500,000 for each accident and \$500,000 for diseases. \$500,000 for disease - Each Employee, and \$500,000 for Disease-Policy Limit. 5. Dram Shop/Liquor Liability Insurance: from time to time, under the laws of the state in which the Premises are located and w/ a minimum coverage of the greater of (a) \$1,000,000 per occurrence or (b) the amount required by the laws of the state where the Premises are located 3 6. Automobile Insurance on a primary and non-contributory basis covering all owned, non-owned and hired automobiles w/ limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$ 1,000,000 for property damage for each accident. (a) Property insurance: Such insurance shall be written on an "all risks" of physical loss or damage basis, deductibles no greater than \$10,000 (b) Plate Glass Insurance: T shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises. Extra expense and business interruption insurance including loss of rents for periods and w/ limits not less than 12 months Minimum Rent and Additional Rent, naming LL as loss payee. Boiler machinery insurance required in amount equal to the value of the mechanical equipment. (Lease, Sec. 8.1(D), Pg. 17-18)</p>	
ttma	TT Maintenance	<p>T, at its sole cost and expense, shall keep and maintain in good order, condition and repair the Premises and every part thereof and any and all appurtenances hereto located, including, but w/out limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities w/in the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the Premises), sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, and all alterations, improvements and installations made by T under the terms of the Lease; any repairs required to be made in the Premises due to burglary of the Premises or other illegal acts on the Premises or any damage to the Premises caused by a strike involving T or its employees. At all times during the Term, T, at its sole cost and expense, shall maintain a maintenance contract in effect w/ a licensed competent contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by any manufacturer's warranty) inspection and maintenance of all heating, ventilation and air conditioning (HVAC) systems located on or for the use of the Premises. (Lease, Sec. 6.9, Pg. 12)</p>	Original Lease
util	Utilities	<p>Premises: T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. Separately Metered/Non Separately Metered: In the event any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion thereof, T shall at LL's request pay the cost thereof as Additional Rent to LL (or any proration of such cost attributable to the Premises as determined by LL in LL's sole and absolute discretion) as and when the charges thereof become due and payable. (Lease, Sec. 4.6 Pg. 8)</p>	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing		E2D Education Services, Inc.	E2D Education Services, Inc.,Rosemount,MN 55068		eagan@mathnasium.com
CAM		E2D Education Services, Inc.	E2D Education Services, Inc.,Rosemount,MN 55068		
Commercial Cafe Contact		E2D Education Services, Inc.	E2D Education Services, Inc.,Rosemount,MN 55068		eagan@mathnasium.com
Gross Sales		E2D Education Services, Inc.	E2D Education Services, Inc.,Rosemount,MN 55068		
Guarantor		Bari and Irina H. Kahar	Bari and Irina H. Kahar,Rosemount,MN 55068		
Notice1		E2D Education Services, Inc.	E2D Education Services, Inc.,Rosemount,MN 55068		
Store Contact		Bari Kahar	No address Listed	(763) 464-0663 x (Office)	
Taxes		E2D Education Services, Inc.	E2D Education Services, Inc.,Rosemount,MN 55068		

Lease : Comcast Cable Communications Mgmt, LLC (t0003189)

Lease Information

Name	Comcast Cable Communications Mgmt, LLC	Status	Current
DBA	Comcast	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	WIRELESS COMMUNICATIONS
Location	Diffley Marketplace	Contract Area	0.00 (GLA)
Customer	Comcast	Area	0.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 0.00
Base Currency	usd	Rent Per Area	usd 0.00
		Deposit	0.00
Primary Contact		Lease Term	From 12/1/2015 To 11/30/2025
Name	Comcast Cable Communications Mgmt, LLC		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
022		1	0.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brzz	Zero Rent Bill code	12/1/2015	11/30/2025	0.00	Monthly	Monthly	Flat Amt	usd		0.00	0.00 / Mo	0.00	Original Lease	022

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brzz	Zero Rent Bill code	12/1/2015	11/30/2025								Original Lease	022

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Converted Data - 31854	Activated	120	12/1/2015	11/30/2025	022

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		11/30/2025	11/30/2025	Lease-Auto Renewal	Original Lease
Termination	Active		11/30/2025		Landlord Early Termination Opt	Original Lease
Custom	Active		11/30/2025		Relocation of Facilities	Original Lease
Renewal	Active		11/30/2030	11/30/2030	2nd Auto Renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
crda	Critical Date Note	"This Agreement shall automatically renew for 2-5 year terms unless Gans provides the Owner a minimum of 120 days notice of its intention not to renew at the end of the then current term. Critical Date: 9/30/2025 Follow Up With: PM and Lease Administration"	Original Lease
crda	Critical Date Note	"This Agreement shall automatically renew for 2-5 year terms unless Gans provides the Owner a minimum of 120 days notice of its intention not to renew at the end of the then current term. Critical Date: 9/30/2030 Follow Up With: PM and Lease Administration"	Original Lease
llma	Tenant Maintenance		Original Lease
misc	Uses	Miscellaneous notes that are note worthy	Original Lease
restlx	Landlord Restrictions	None	Original Lease
restx	Tenant Restrictions	None	Original Lease
subl	Assignments & Assumptions	Assignment and Sublease rights, including	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing		Comcast Cable Communications Mgmt, LLC	10 River Park Plaza, St. Paul, MN 55107		
Commercial Cafe Contact		Comcast Cable Communications Mgmt, LLC	No address Listed		
Gross Sales		Comcast Cable Communications Mgmt, LLC	Comcast Cable Communications Mgmt., LLC, St. Paul, MN 55107		
Notice1		Comcast Cable Communications Mgmt, LLC	10 River Park Plaza, St. Paul, MN 55107		
Notice2		Comcast Cable Communications Mgmt, LLC	10 River Park Plaza, Philadelphia, PA 19103		

Lease : GreenCity Project, LLC (t0003309)

Lease Information

Name	GreenCity Project, LLC	Status	Current
DBA	GreenCity Project, LLC	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	OTHER
Location	Diffley Marketplace	Contract Area	0.00 (GLA)
Customer	GreenCity Project, LLC	Area	0.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 0.00
Base Currency	usd	Rent Per Area	usd 0.00
		Deposit	0.00
Primary Contact		Lease Term	From 3/1/2019 To 2/28/2021
Name	GreenCity Project, LLC		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
500			0.00	Renewal

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
ancl	Ancillary Income	3/1/2019	2/29/2020	250.00	Monthly	Monthly	Flat Amt	usd	0.00	0.00	0.00 / Mo	0.00	Original Lease	500
ancl	Ancillary Income	3/1/2020	2/28/2021	260.00	Monthly	Monthly	Flat Amt	usd	0.00	0.00	0.00 / Mo	0.00	Renewal	500
brot	Base Rent - Other	3/1/2019	2/29/2020	0.00	Monthly	Monthly	Flat Amt	usd	0.00	0.00	0.00 / Mo	0.00	Original Lease	500
brot	Base Rent - Other	3/1/2020	2/28/2021	0.00	Monthly	Monthly	Flat Amt	usd	0.00	0.00	0.00 / Mo	0.00	Renewal	500

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
ancl	Ancillary Income	3/1/2019	2/29/2020								Original Lease	500
ancl	Ancillary Income	3/1/2020	2/28/2021								Renewal	500
brot	Base Rent - Other	3/1/2020	2/28/2021								Renewal	500
brot	Base Rent - Other	3/1/2019	2/29/2020								Original Lease	500

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	500	CAM	nonc	NO CAM Tenant	3/1/2020	2/28/2021	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		GLA

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Renewal	500	TAX	nont	NO RET Tenant	3/1/2020	2/28/2021	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %		Numerator		Denominator
	N	N					0.00		0.00		GLA		GLA

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	License Agreement	Activated	12	3/1/2019	2/29/2020	500
Renewal	Extension	Activated	12	3/1/2020	2/28/2021	500

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Termination	Active		2/29/2020	1/30/2020	LL Termination Option	Original Lease
Renewal	Exercised		2/29/2020	2/29/2020	Option 1 - License	Original Lease
Custom	Active		2/29/2020	2/24/2020	LL Relocation Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision	Original Lease
abat	Abatement	No Lease Provision	Renewal
accs	Access	No Lease Provision	Original Lease
accs	Access	No Lease Provision	Renewal
base	Base Rent	T shall pay to LL, as and for a license fee, in the amount as \$250.00 /month upon execution of this License by both parties. (License, Sec. 4, Exhibit B, Pg. 1, 10)	Original Lease
base	Base Rent	T shall pay to LL, as and for a license fee, in the amount as \$250.00 /month upon execution of this License by both parties. (License, Sec. 4, Exhibit B, Pg. 1, 10)	Renewal
brok	Brokers	No Lease Provision	Original Lease
brok	Brokers	No Lease Provision	Renewal
came	CAM	No Lease Provision	Original Lease
came	CAM	No Lease Provision	Renewal
cotn	Co-Tenancy	No Lease Provision	Original Lease
cotn	Co-Tenancy	No Lease Provision	Renewal
crda	Critical Date Note	No Lease Provision	Original Lease
crda	Critical Date Note	No Lease Provision	Renewal
dark	Go Dark Right	No Lease Provision	Original Lease

dark	Go Dark Right	No Lease Provision	Renewal
deft	Default	No Lease Provision	Original Lease
deft	Default	No Lease Provision	Renewal
docu	List of Documents	License for Space for Common Area dated 03/01/2019. (License)	Original Lease
docu	List of Documents	License for Space for Common Area dated 03/01/2019. (License)	Renewal
estl	Estoppel	No Lease Provision	Original Lease
estl	Estoppel	No Lease Provision	Renewal
exclx	Exclusivities-X	LL hereby grants an exclusive License to T and T hereby accepts such License from LL, to use only that portion of the parking lot of the S/Cs in the location and w/ the dimensions as outlined on Exhibit D ("Licensed Property") in order to store a donation bin in the Common Area (hereinafter collectively "T's Equipment") for the term. (License, Sec. 2, Pg. 1)	Original Lease
exclx	Exclusivities-X	LL hereby grants an exclusive License to T and T hereby accepts such License from LL, to use only that portion of the parking lot of the S/Cs in the location and w/ the dimensions as outlined on Exhibit D ("Licensed Property") in order to store a donation bin in the Common Area (hereinafter collectively "T's Equipment") for the term. (License, Sec. 2, Pg. 1)	Renewal
guar	Guar/L.C./Indem.	No Lease Provision	Original Lease
guar	Guar/L.C./Indem.	No Lease Provision	Renewal
hold	Holdover	No Lease Provision	Original Lease
hold	Holdover	No Lease Provision	Renewal
insu	Insurance	No Lease Provision	Original Lease
insu	Insurance	No Lease Provision	Renewal
late	Late Fee	No Lease Provision	Original Lease
late	Late Fee	No Lease Provision	Renewal
lcon	Landlord Work	No Lease Provision	Original Lease
lcon	Landlord Work	No Lease Provision	Renewal
llma	LL Maintenance	No Lease Provision	Original Lease
llma	LL Maintenance	No Lease Provision	Renewal
misc	Miscellaneous	No Lease Provision	Original Lease
misc	Miscellaneous	No Lease Provision	Renewal
oan	OEA Notes	No Lease Provision	Original Lease
oan	OEA Notes	No Lease Provision	Renewal
othv	Overtime HVAC	No Lease Provision	Original Lease
othv	Overtime HVAC	No Lease Provision	Renewal
outr	Outparcel Restriction	No Lease Provision	Original Lease
outr	Outparcel Restriction	No Lease Provision	Renewal
pcin	Percentage Rent Information	No Lease Provision	Original Lease
pcin	Percentage Rent Information	No Lease Provision	Renewal
peru	Permitted Use	T is in the business of textile recycling and maintenance and collection from donation bins. T desires a license to use a portion of the parking lot of each S/C as set forth on Exhibit D from LL for the purpose of storing a donation bin in the parking lot of the S/Cs, and LL is willing to grant T the right to use a portion of the S/Cs. T will ensure that a wood base will be used between the donation bin and the parking lot of the S/Cs. T will maintain the donation bins on a daily basis and ensure the bins and area surrounding the bins are kept neat and clean from any debris and items donated. (License, Recitals (B)(C), Sec. 7, Pg. 2)	Original Lease
peru	Permitted Use	T is in the business of textile recycling and maintenance and collection from donation bins. T desires a license to use a portion of the parking lot of each S/C as set forth on Exhibit D from LL for the purpose of storing a donation bin in the parking lot of the S/Cs, and LL is willing to grant T the right to use a portion of the S/Cs. T will ensure that a wood base will be used between the donation bin and the parking lot of the S/Cs. T will maintain the donation bins on a daily basis and ensure the bins and area surrounding the bins are kept neat and clean from any debris and items donated. (License, Recitals (B)(C), Sec. 7, Pg. 2)	Renewal
pkno	Parking	No Lease Provision	Original Lease
pkno	Parking	No Lease Provision	Renewal
prem	Premises Notes	No Lease Provision	Original Lease
prem	Premises Notes	No Lease Provision	Renewal

prom	Promotion Fund	No Lease Provision	Original Lease
prom	Promotion Fund	No Lease Provision	Renewal
prou	Prohibited Use	No Lease Provision	Original Lease
prou	Prohibited Use	No Lease Provision	Renewal
pvex	Penalty for Violating Exclusive	No Lease Provision	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision	Renewal
rdus	Radius Clause	No Lease Provision	Original Lease
rdus	Radius Clause	No Lease Provision	Renewal
rean	REA Notes	No Lease Provision	Original Lease
rean	REA Notes	No Lease Provision	Renewal
restlx	Landlord Restrictions	No Lease Provision	Original Lease
restlx	Landlord Restrictions	No Lease Provision	Renewal
restx	Tenant Restrictions	No Lease Provision	Original Lease
restx	Tenant Restrictions	No Lease Provision	Renewal
retx	Real Estate Tax	T shall promptly pay the amount of any tax imposed on the sale of the Licensed Equipment and/or the operation of T's business. (License, Sec. 13, Pg. 3)	Original Lease
retx	Real Estate Tax	T shall promptly pay the amount of any tax imposed on the sale of the Licensed Equipment and/or the operation of T's business. (License, Sec. 13, Pg. 3)	Renewal
sakt	Sales Kickout	No Lease Provision	Original Lease
sakt	Sales Kickout	No Lease Provision	Renewal
sale	Tenant Sales	No Lease Provision	Original Lease
sale	Tenant Sales	No Lease Provision	Renewal
sdpt	Security Deposit	None. (License, Sec. 5, Pg. 2)	Original Lease
sdpt	Security Deposit	None. (License, Sec. 5, Pg. 2)	Renewal
sign	Signage	No Lease Provision	Original Lease
sign	Signage	No Lease Provision	Renewal
sppv	Special Provisions	No Lease Provision	Original Lease
sppv	Special Provisions	No Lease Provision	Renewal
stor	Storage	No Lease Provision	Original Lease
stor	Storage	No Lease Provision	Renewal
subl	Assignment/Sublease	No Lease Provision	Original Lease
subl	Assignment/Sublease	No Lease Provision	Renewal
subo	Subordination	This License and the rights of T hereunder shall be and remain junior and subordinate in all respects to the lien of any mortgage, trust deed or other security instrument now or hereafter affecting the S/Cs. T agrees to execute any document required by the maker of such financing to evidence the foregoing subordination. (License, Sec. 6, Pg. 2)	Original Lease
subo	Subordination	This License and the rights of T hereunder shall be and remain junior and subordinate in all respects to the lien of any mortgage, trust deed or other security instrument now or hereafter affecting the S/Cs. T agrees to execute any document required by the maker of such financing to evidence the foregoing subordination. (License, Sec. 6, Pg. 2)	Renewal
taap	Tenant Approval	No Lease Provision	Original Lease
taap	Tenant Approval	No Lease Provision	Renewal
term	Term Notes	The term of this License shall be for a period of one (1) year commencing on March 1,2019 and expiring on February 29,2020 unless this License shall be sooner terminated. ("Term"). (License, Sec. 3, Pg. 1)	Original Lease
term	Term Notes	The term of this License shall be for a period of one (1) year commencing on March 1,2019 and expiring on February 29,2020 unless this License shall be sooner terminated. ("Term"). (License, Sec. 3, Pg. 1)	Renewal
tiam	Tenant Improvement Allowance	No Lease Provision	Original Lease
tiam	Tenant Improvement Allowance	No Lease Provision	Renewal

tins	Tenant's Insurance Requirement	The amount of liability insurance shall be no less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and a \$1,000,000.00 umbrella policy, and Fire Legal Liability Insurance in amounts sufficient to cover the replacement costs of the T's Equipment and loss of the use thereof and LL and the Owners, and its land trustee, if any, shall be named as an Additional Insured thereunder. T shall also maintain during the Term, Workmen's Compensation Insurance as required by law. Certificates evidencing such insurance shall be provided to LL prior to any of T's Equipment being brought onto the Licensed Property. (License, Sec. 11, Pg. 3)	Original Lease
tins	Tenant's Insurance Requirement	The amount of liability insurance shall be no less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and a \$1,000,000.00 umbrella policy, and Fire Legal Liability Insurance in amounts sufficient to cover the replacement costs of the T's Equipment and loss of the use thereof and LL and the Owners, and its land trustee, if any, shall be named as an Additional Insured thereunder. T shall also maintain during the Term, Workmen's Compensation Insurance as required by law. Certificates evidencing such insurance shall be provided to LL prior to any of T's Equipment being brought onto the Licensed Property. (License, Sec. 11, Pg. 3)	Renewal
ttma	Tenant Maintenance	T shall be responsible for obtaining all required licenses, approvals and permits for the existence, maintenance, sale and removal of, T's Equipment and the operation of T's business at the Licensed Property at its sole cost and expense. T shall be responsible for the entire cost of the existence, maintenance, sale and removal of T's Equipment, all of which shall be accomplished in a good and workmanlike manner. Every cost and every expense of any kind relating to the existence, maintenance, removal and sale of the T's Equipment and/or the operation of T's business shall be borne solely by the T. The T agrees that it will pay all such expenses promptly when due and will hold LL harmless from any loss or damages including consequential damages arising from the failure of the T to do so. T will be liable for the cost of any repairs required to the Licensed Property or the S/C resulting from the existence, maintenance, sale or removal of the T's Equipment. (License, Sec. 7, 8, Pg. 2)	Original Lease
ttma	Tenant Maintenance	T shall be responsible for obtaining all required licenses, approvals and permits for the existence, maintenance, sale and removal of, T's Equipment and the operation of T's business at the Licensed Property at its sole cost and expense. T shall be responsible for the entire cost of the existence, maintenance, sale and removal of T's Equipment, all of which shall be accomplished in a good and workmanlike manner. Every cost and every expense of any kind relating to the existence, maintenance, removal and sale of the T's Equipment and/or the operation of T's business shall be borne solely by the T. The T agrees that it will pay all such expenses promptly when due and will hold LL harmless from any loss or damages including consequential damages arising from the failure of the T to do so. T will be liable for the cost of any repairs required to the Licensed Property or the S/C resulting from the existence, maintenance, sale or removal of the T's Equipment. (License, Sec. 7, 8, Pg. 2)	Renewal
util	Utilities	All utilities will be provided by T at its sole cost and expense and in accordance w/ all laws, ordinances and regulations. T shall not cause or permit any hazardous substances to be brought upon, kept, stored or used in or about the Licensed Property. (License, Sec. 7, Pg. 2)	Original Lease
util	Utilities	All utilities will be provided by T at its sole cost and expense and in accordance w/ all laws, ordinances and regulations. T shall not cause or permit any hazardous substances to be brought upon, kept, stored or used in or about the Licensed Property. (License, Sec. 7, Pg. 2)	Renewal

Contacts

Role	Company	Name	Address	Phone	Email
Billing		GreenCity Project, LLC	1004 - 1020 Diffley Rd ,Eagan,MN 55123		
Commercial Cafe Contact		GreenCity Project, LLC	No address Listed		

Lease : Comcast Cable Communications Mgmt., LLC (t0003325)

Lease Information

Name	Comcast Cable Communications Mgmt., LLC	Status	Current
DBA	Comcast	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	WIRELESS COMMUNICATIONS
Location	Diffley Marketplace	Contract Area	0.00 (GLA)
Customer	Comcast	Area	0.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 0.00
Base Currency	usd	Rent Per Area	usd 0.00
		Deposit	0.00
Primary Contact		Lease Term	From 10/27/2016 To 10/26/2026
Name	Comcast Cable Communications Mgmt., LLC		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
023		1	0.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brzz	Zero Rent Bill code	10/27/2016	10/26/2026	0.00	Monthly	Monthly	Flat Amt	usd		0.00	0.00 / Mo	0.00	Original Lease	023

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brzz	Zero Rent Bill code	10/27/2016	10/26/2026								Original Lease	023

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Converted Data - 32063	Activated	120	10/27/2016	10/26/2026	023

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Termination	Active		10/26/2026		Landlord Early Termination Opt	Original Lease
Termination	Active		10/26/2026		Tenant Early Termination Opt	Original Lease
Renewal	Active		10/26/2026	10/26/2026	Automatic Renewal	Original Lease
Renewal	Active		10/26/2031	10/26/2031	Auto renewal Option	Original Lease

Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
llma	Tenant Maintenance		Original Lease
misc	Contract & Subcontract Work	Miscellaneous notes that are note worthy	Original Lease
misc	Lease	Miscellaneous notes that are note worthy	Original Lease
misc	Uses	Miscellaneous notes that are note worthy	Original Lease
restlx	Landlord Restrictions	None	Original Lease
subl	Assignments & Assumptions	Assignment and Sublease rights, including	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing		Comcast Cable Communications Mgmt., LLC	10 River Park Plaza,St. Paul,MN 55017		
Commercial Cafe Contact		Comcast Cable Communications Mgmt., LLC	No address Listed		
Gross Sales		Comcast Cable Communications Mgmt., LLC	10 River Park Plaza,St. Paul,MN 55017		
Notice1		Comcast Cable Communications, LLC	10 River Park Plaza,St. Paul,MN 55017		
Notice2		Comcast Cable Communications, LLC	10 River Park Plaza,Philadelphia,PA 19103		

Lease : Hampton aDel Services LLC (t0003426)

Lease Information

Name	Hampton aDel Services LLC	Status	Current
DBA	Pawlished Pets Grooming Salon	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	PETS/ANIMAL SUPPLIES
Location	Diffley Marketplace	Contract Area	1,240.00 (GLA)
Customer	PAWlished Pets Grooming Salon	Area	1,240.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 28,830.00
Base Currency	usd	Rent Per Area	usd 23.25
		Deposit	4,805.00
Primary Contact		Lease Term	From 5/24/2017 To 11/30/2022
Name	Daniel Honerbrink		
Office Phone			
Cell Phone			
E-Mail	honerbrdaniel@gmail.com		

Space

Unit	Building	Floor	Area	Amendment Type
003		1	1,240.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	5/24/2017	7/31/2017	2,402.50	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	1.94 / Mo	0.00	Original Lease	003
brre	Base Rent - Retail	8/1/2017	11/30/2022	2,402.50	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	1.94 / Mo	0.00	Original Lease	003
came	CAM Estimated Escrow	8/1/2017	3/31/2019	865.93	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	0.70 / Mo	0.00	Original Lease	003
came	CAM Estimated Escrow	4/1/2019	11/30/2022	1,127.79	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	0.91 / Mo	0.00	Original Lease	003
rete	Real Estate Tax Escrow	8/1/2017	10/31/2018	618.97	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	0.50 / Mo	0.00	Original Lease	003
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	651.24	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	0.53 / Mo	0.00	Original Lease	003
rete	Real Estate Tax Escrow	9/1/2019	11/30/2022	559.28	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	0.45 / Mo	0.00	Original Lease	003
rcbo	Rental Conc - Buildout	5/24/2017	7/31/2017	-2,402.50	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	-1.94 / Mo	0.00	Original Lease	003
rcra	Rental Conc - Rent Abatements	8/1/2017	11/30/2017	-2,402.50	Monthly	Monthly	Flat Amt	usd	0.00	1,240.00	-1.94 / Mo	0.00	Original Lease	003

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brrc	Base Rent - Retail	5/24/2017	7/31/2017								Original Lease	003
brrc	Base Rent - Retail	8/1/2017	11/30/2022								Original Lease	003
came	CAM Estimated Escrow	8/1/2017	3/31/2019								Original Lease	003
came	CAM Estimated Escrow	4/1/2019	11/30/2022								Original Lease	003
rcbo	Rental Conc - Buildout	5/24/2017	7/31/2017								Original Lease	003
rcra	Rental Conc - Rent Abatements	8/1/2017	11/30/2017								Original Lease	003
rete	Real Estate Tax Escrow	8/1/2017	10/31/2018								Original Lease	003
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019								Original Lease	003
rete	Real Estate Tax Escrow	9/1/2019	11/30/2022								Original Lease	003

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	003	TAX	retc	Real Estate Tax - 75610	5/24/2017	11/30/2022	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Avg/LM Sub 03 Units 2-7 - 07	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	003	CAM	bsac	1302303 A Less Non OEA Expense	5/24/2017	11/30/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Avg/LM Sub 03 Units 2-7 - 07	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	003	CAM	cz0c	1302303 OEA exp Ex in,ut,mgmt	5/24/2017	11/30/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Avg/LM Sub 03 Units 2-7 - 07	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	003	CAM	cz6c	1032303 IN & UT	5/24/2017	11/30/2022	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Avg/LM Sub 03 Units 2-7 - 07	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	003	CAM	f77c	1302303 mgmt fees	5/24/2017	11/30/2022	12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Avg/LM Sub 03 Units 2-7 - 07	

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	003	CAM	d12c	Def CAM - Parking Lot	5/24/2017	11/30/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group			CAP Inc %		Recovery Factor %	Numerator		Denominator	
	N	N					0.00		0.00	GLA		Avg/LM Sub 03 Units 2-7 - 07	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	67	5/24/2017	11/30/2022	003

Options						
Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		11/30/2022	6/3/2022	Renewal Option	Original Lease
Custom	Active		11/30/2022	11/30/2022	Relocation Option	Original Lease

Other Lease Provisions / Clauses			
Id	Name	Description	Amendment Type
abat	Abatement	No Minimum Rent shall be due commencing on the RCD and continuing for a period of four (4) months (Abatement Months). (Lease, Exhibit B, Pg. 25)	Original Lease
accs	Access	LL reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are apart, to perform any defaulted obligation of T or for any other proper purposes. LL also reserves the right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the bldg or interfere w/ T's occupancy. (Lease, Sec. 7.4(B), Pg. 11)	Original Lease
base	Base Rent	Rent Changeover Day: On or before the first day of each Calendar month. Proration: If the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of the number of days in that particular month). Lease Year: No Lease Provision. Prepaid Rent: Rent for the first month ("Initial Rent"), and the Security Deposit shall be paid to LL upon execution of the Lease by T. (Lease, Sec. 1.4, 4.1, Pg. 2,4)	Original Lease
brok	Brokers	None (Lease, Sec. 12.1, Pg. 20)	Original Lease
came	CAM Notes	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (T occupying greater than 10% of the S/C), theaters, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of CAM Expenses, Ins or RET, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to RET, areas of the S/C for which separate RET bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Monthly Installment. Initial Estimates (include insurance): \$865.93 / Month. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: Admin Fee: Not exceed 15% of CAM Charges. CAP and its exclusions: No Lease Provision. Capital Expense: CAM Expenses shall include the cost during the Term, as reasonably amortized by LL in accordance w/ GAAP, of any capital improvement. Exclusion: Standard Exclusions. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for RET and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: T, and T or auditors selected by T shall have the right, w/in 90 days of the initial billing, w/ a minimum of 10 days prior notice, to inspect and audit such books and records at any time during normal business hours at the designated location, at T's sole cost and expense. (Lease, Sec. 4.2(A-D), Exhibit B, Pg. 4-6, 25)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: Five (5) days after such installment is due. Non-Monetary: W/in 20 days after written notice from LL. (Lease, Sec. 11.1, Pg. 17-18)	Original Lease
docu	List of Documents	1) Shopping Center Lease dated: 05/15/2017; 2) Possession Letter dated: 05/24/2017; 3) Commencement Letter dated: 08/07/2017.	Original Lease
estl	Estoppel	W/in seven (7) days after LL's request. (Lease, Sec. 10.2(C), Pg. 17)	Original Lease
exclx	Exclusivities-X	Provided that the following uses do not interfere with any exclusivity provisions of other tenants in the Shopping Center or with the prohibitions set forth in Exhibit F attached to the Lease, and except for existing tenants of the Shopping Center under their existing leases for premises in the Shopping Center (which leases may be renewed, extended or replaced) and which permit such existing tenant to engage in any use which would otherwise be prohibited hereunder, Landlord covenants and agrees that during the Term, as such Terms may be extended pursuant to the provisions of the Lease, Tenant has the exclusive right (Tenants Exclusive Right) in the Shopping Center to the use of the Premises for the following purposes: pet grooming services. Tenants Exclusive Right is subject to the following express limitations: A. Tenant acknowledges that the use clauses in the existing tenants leases do not violate Tenants Exclusive Right; B. Tenants Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants; C. Tenants Exclusive Right shall only be effective so long as Tenant continuously operates its exclusive business in the entire Premises (excluding temporary closures permitted under the Lease); D. Any lease of space for more than 2,500 square feet of the Shopping Center is excluded from the Tenants Exclusive Right set forth herein;	Original Lease

guar	Guar/L.C./Indem.	Guarantor Name: Daniel C. Honerbrink. Limitation of Liability: Guarantor absolutely, unconditionally and irrevocably guarantees to LL and Property Manager (a) the full and punctual performance and observance by T of all of the terms, conditions, covenants and obligations to be performed and observed by T under the Lease and any month-to-month tenancy created as a result of T holding over after the expiration or termination of the Lease including, the payment as and when due, whether by acceleration or otherwise, of all Minimum Rent and Additional Rent and any other sums payable by T under the Lease, and (b) payment of all Enforcement Costs. (Lease, Sec. 1.1(D), Exhibit E, Pg. 1, 32-34)	Original Lease
hold	Holdover	W/out the consent of LL, MTM Tenancy, cancelable by either LL or T upon 30 days' written notice, and at Minimum Rent = 150% of the total Minimum Rent and 100% of Additional Rent as existed during the last year of the term. (Lease, Sec. 3.4, Pg. 4)	Original Lease
insu	Insurance	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom w/ denom exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (tenants occupying greater than 10% of the S/C), theaters, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Monthly Installments. Included in CAM Estimates. Base Year: No Lease Provision. Admin Fee: Not to exceed 15% of Insurance. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: No Lease Provision. (Lease, Sec. 4.2, Pg. 4-5)	Original Lease
late	Late Fee	Late Charge: W/in ten (10) days of the due date, T shall promptly pay to LL a late fee = the greater of \$150.00 or 10% of the monthly Rent. Interest: If not paid when due, shall bear interest on the unpaid portion at the /annum rate = the lesser of 15% or the maximum rate permitted by law from the date when due but not in excess of the highest legal rates. NSF Fee: \$50.00 dollars for each of T's checks returned to LL unpaid by T's bank. (Lease, Sec. 4.3(C), Pg. 6)	Original Lease
lcon	Landlord Work	LL shall use commercially reasonable efforts to substantially complete such construction in a timely manner, provided that in the event such substantial construction is delayed or hindered by strikes, casualties, fires, injunctions, inability to secure materials, restraints of law, actions of the elements, or any other causes beyond the reasonable control of LL, or by any acts or omissions of T, then the construction period shall be extended to the extent of such delays. T accepts the Premises in its current "as is" condition free from any trash and/or debris. LL has made no representations or warranties as to the condition of the Premises. (Lease, Sec. 6.1-6.2, Exhibit C-1, Pg. 7, 26)	Original Lease
llma	LL Maintenance	LL shall, subject to T's reimbursement, maintain in good repair the exterior walls and roof of the bldg in which the Premises is sidewalks located in the Common Areas. LL may at its sole discretion arrange for a maintenance contract of all roof structures, the cost of which shall be T's responsibility as to T's PRS. T shall pay, as Additional Rent to LL, its PRS of the cost of said repairs and maintenance incurred by LL. (Lease, Sec. 6.3, Pg. 7)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	T shall use the Premises for only the operation of a pet grooming shop which provides pet bathing, haircutting, trimming, and nail-clipping services, and for no other purposes whatsoever. T shall operate the Premises throughout the Term under T's trade name, PAWlished Pets - Grooming & Day Spa (T's Trade Name?), and no other trade name w/out LL's prior written consent. (Lease, Sec. 1.6, 7.1, Pg. 2, 9)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers and employees of tenants of the S/C, LL and any other parties permitted by LL, and T and its employees may not park in any portion of the parking area, except that portion, if any, designated or which may hereafter be designated as "Employees' Parking Area." LL retains the right to grant exclusive parking rights to portions of the S/C to other tenants of the S/C. (Lease, Sec. 7.2, Pg. 9-10)	Original Lease
prem	Premises Notes	The Premises has approximately 1,240 SF. (Lease, Sec. 1.2(B), Pg. 1-2)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	(1) Funeral establishment; (2) Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities; (3) Auction or bankruptcy sale. (4) Pawn shop (5) Catalogue, Internet, mail order or an "800-type" phone-order facility, or a wholesale, discount, outlet, "warehouse," "dollar-type" or unit price store (6) Outdoor circus, carnival or amusement park, or other entertainment facility; (7) Outdoor meetings; (8) Bowling alley. See Lease for complete details. (Lease, Sec. 7.1, Exhibit F, Pg. 9, 35)	Original Lease

pvex	Penalty for Violating Exclusive	T shall have no remedy for a violation of T's Exclusive Right including, but not limited to, any right of offset, rent reduction or Original Lease termination if all of the following occur: 1. Another tenant or occupant in the S/C violates a provision of its lease or license agreement regarding its premises, which provision either does not permit or specifically prohibits a use ("Prohibited Use") that violates T's Exclusive Use; and 2. LL provides notice of the lease or license agreement violation to such other tenant or occupant; and 3. LL commences an action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter uses commercially reasonable efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief. (Lease, Sec. 1.6, Pg. 2; Rider, Sec. R-2, Pg. 47-48)	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restlx	Landlord Restrictions	No Lease Provision.	Original Lease
restx	Tenant Restrictions	No Lease Provision.	Original Lease
retx	Real estate Tax	PRS: The RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (tenants occupying greater than 10% of the S/C), theaters, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: Monthly Installments. Initial Estimates: \$618.97 / Monthly. Base Year: No Lease Provision. Admin Fee: No Lease Provision. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures as enumerated above and a determination of T's PRS. Audit Right: No Lease Provision. (Lease, Sec. 4.2, Exh B, Pg. 2, 4-5, 25)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Amount: \$4,805.00. Return and Interest: Upon yielding of the Premises at the termination of the Lease and in compliance w/ the terms and provisions of the Lease, and provided no default has occurred, the Security Deposit shall be returned to T. No interest shall be payable on the Security Deposit. Reduction/Increase: No Lease Provision. (Lease, Sec. 1.5, 5.1, Pg. 2,7)	Original Lease
sign	Signage	Consent: No Lease Provision. Signage Rights: All signs shall comply w/ LL's Sign Criteria and T shall be obligated to install all signs as required by such sign criteria. Pylon Sign: No Lease Provision. (Lease, Sec. 6.5, Exhibit D, Pg. 8, 29-31)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T may not and shall not assign the Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in the Lease ("Transfer") w/out first obtaining the consent of LL. Profit Sharing: 100% Assignment Fee: \$2,000.00 Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 16)	Original Lease
subo	Subordination	The Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the S/C, now or in the future, or any part, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. T shall attorn to and recognize the LL, mortgagee, trustee, beneficiary or the purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as LL for the balance of the Term of the Lease, subject to all of the terms and provisions. (Lease, Sec. 10.2(B), Pg. 17)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Lease Commencement Date: 05/24/2017; Rent Commencement Date: 08/01/2017; Lease Expiration Date: 11/30/2022 (Commencement Letter; Lease, Sec. 1.3(A), 3.1(A), Pg. 2, 3)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$55,800.00. Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: LL shall reimburse T in the amount of \$55,800.00, for tenant improvements to the Premises done as part of T's Work, which amount shall be payable w/in 45 days after the date T's Work is completed. Supervision/Management Fee: No Lease Provision. (Lease, Rider, Sec. R-1, Pg. 47)	Original Lease

tins	Tenant's Insurance Requirement	T shall maintain: 1) CGL insurance: Not less than limit of \$1,000,000.00 including a per location occurrence and \$2,000,000.00 general aggregate, per location and Fire Legal Liability Insurance not less than \$1,000,000.00. 2) Worker's Compensation Insurance: Not less than those required by applicable law. 3) Employers liability insurance: Not less than \$500,000.00 for each accident and \$500,000.00 for diseases. \$500,000.00 for disease-Each Employee, and \$500,000.00 for Disease-Policy limit. 4) Umbrella or Excess policy: Not less than \$3,000,000.00 providing excess liability over all underlying liability policies. 5) Dram Shop/Liquor Liability insurance: A minimum coverage of the greater of (a) \$1,000,000.00/occurrence or (b) the amount required by the laws. 6) Automobile Insurance: Not less than \$1,000,000.00 for bodily injury to any one person and property damage for each accident. 7) Property Insurance: a) Physical Damage Insurance: In amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than \$10,000.00. b) Plate Glass Insurance: Upon windows and doors in the Premises. c) Extra expense and business interruption insurance: Not less than 12 months of Minimum Rent and Additional Rent, and naming LL as loss payee. d) Boiler machinery insurance: Required in the amount = the value of the mechanical equipment. 8) Additional Insured: All insurance policies required of T in the Lease shall name as insured LL, Property Manager, subsidiaries, affiliates and assigns, and upon request, any other party named by LL. (Lease, Sec. 8.1(D-E), Pg. 13-14)	Original Lease
ttma	TT Maintenance	T, at its sole cost and expense, shall keep and maintain in good order, condition and repair the Premises and every part thereof and any and all appurtenances located, including, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities w/in the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems, sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, and all alterations, improvements and installations made by T under the terms of the Lease and any exhibits; any repairs required to be made in the Premises due to burglary of the Premises or other illegal acts on the Premises or any damage to the Premises caused by a strike involving the T or its employees. T shall maintain and bear the expense of the light fixtures and bulbs, any sprinkler system, air-conditioning units and filters, janitorial services, interior pest control, and the like. T, at its sole cost and expense, shall maintain a maintenance contract in effect w/ a licensed competent contractor for the consistent periodic inspection and maintenance of all HVAC systems located on or for the use of the Premises. (Lease, Sec. 6.7, Pg. 9)	Original Lease
util	Utilities	Premises: T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. LL shall have the right at any time and during the Term to either contract for service from a different company or companies providing electricity service ("Alternate Service Provider") or continue to contract for service from the present provider of electric service ("Electric Service Provider"). Separately Metered/Non Separately Metered: If any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion, T shall at LL's request pay the cost thereof as Additional Rent to LL (or any proration of such cost attributable to the Premises as determined by LL in LL's sole and absolute discretion) as and when the charges thereof become due and payable. (Lease, Sec. 4.6, Pg. 6)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing	Hampton aDel Services LLC	Daniel Honerbrink	2033 Michael Tiago Circle,Maitland,FL 32751		honerbrdaniel@gmail.com
CAM		Hampton aDel Services LLC	2033 Michael Tiago Circle,Maitland,FL 32751		
Commercial Cafe Contact	Hampton aDel Services LLC	Daniel Honerbrink	No address Listed		honerbrdaniel@gmail.com
Gross Sales		Hampton aDel Services LLC	2033 Michael Tiago Circle,Maitland,FL 32751		
Guarantor		Daniel C. Honerbrink	2033 Michael Tiago Circle,Maitland,FL 32751		
Notice1		Hampton aDel Services LLC	2033 Michael Tiago Circle,Maitland,FL 32751		
Taxes		Hampton aDel Services LLC	2033 Michael Tiago Circle,Maitland,FL 32751		

Lease : Level Up Group LLC (t0003432)

Lease Information

Name	Level Up Group LLC	Status	Current
DBA	Level Up Games	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	TOYS/GAMES
Location	Diffley Marketplace	Contract Area	3,802.00 (GLA)
Customer	Level Up Games	Area	3,802.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 85,545.00
Base Currency	usd	Rent Per Area	usd 22.50
		Deposit	0.00
Primary Contact		Lease Term	From 5/24/2017 To 11/30/2022
Name	Tony Leitner		
Office Phone			
Cell Phone			
E-Mail	lites2000@gmail.com		

Space

Unit	Building	Floor	Area	Amendment Type
017		1	3,802.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brre	Base Rent - Retail	5/24/2017	9/20/2017	7,128.75	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	1.88 / Mo	0.00	Original Lease	017
brre	Base Rent - Retail	9/21/2017	11/30/2022	7,128.75	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	1.88 / Mo	0.00	Original Lease	017
came	CAM Estimated Escrow	9/21/2017	3/31/2019	1,384.56	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	0.36 / Mo	0.00	Original Lease	017
came	CAM Estimated Escrow	4/1/2019	11/30/2022	2,847.01	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	0.75 / Mo	0.00	Original Lease	017
rete	Real Estate Tax Escrow	9/21/2017	10/31/2018	1,466.94	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	0.39 / Mo	0.00	Original Lease	017
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019	2,050.02	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	0.54 / Mo	0.00	Original Lease	017
rete	Real Estate Tax Escrow	9/1/2019	11/30/2022	2,073.86	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	0.55 / Mo	0.00	Original Lease	017
rcbo	Rental Conc - Buildout	5/24/2017	9/20/2017	-7,128.75	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	-1.88 / Mo	0.00	Original Lease	017
rcra	Rental Conc - Rent Abatements	9/21/2017	11/20/2017	-7,128.75	Monthly	Monthly	Flat Amt	usd	0.00	3,802.00	-1.88 / Mo	0.00	Original Lease	017

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brre	Base Rent - Retail	5/24/2017	9/20/2017								Original Lease	017
brre	Base Rent - Retail	9/21/2017	11/30/2022								Original Lease	017
came	CAM Estimated Escrow	9/21/2017	3/31/2019								Original Lease	017
came	CAM Estimated Escrow	4/1/2019	11/30/2022								Original Lease	017
rcbo	Rental Conc - Buildout	5/24/2017	9/20/2017								Original Lease	017
rcra	Rental Conc - Rent Abatements	9/21/2017	11/20/2017								Original Lease	017
rete	Real Estate Tax Escrow	9/21/2017	10/31/2018								Original Lease	017
rete	Real Estate Tax Escrow	11/1/2018	8/31/2019								Original Lease	017
rete	Real Estate Tax Escrow	9/1/2019	11/30/2022								Original Lease	017

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	017	TAX	retc	Real Estate Tax - 75610	5/24/2017	11/30/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		Avg/LM Sub 06 # 14,16-18,21 - 08	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	017	CAM	lugc	1302306 All Expenses	5/24/2017	11/30/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		8479.0000	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	017	CAM	d12c	Def CAM - Parking Lot	5/24/2017	11/30/2022	12		0.00	0.00	15.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		8479.0000	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
TOYS/GAMES	Flat	5/24/2017	11/30/2022	0.00	3,250,000.00	0.00		Original Lease	017	No
				3,250,000.01	0.00	4.00				

Amendments						
Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	67	5/24/2017	11/30/2022	017

Options						
Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
Renewal	Active		11/30/2022	3/5/2022	Renewal Option	Original Lease
Custom	Active		11/30/2022	11/30/2022	Relocation Option	Original Lease

Other Lease Provisions / Clauses			
Id	Name	Description	Amendment Type
abat	Abatement	No Minimum Rent shall be due commencing on the RCD and continuing for a period of two (2) months. T shall remain obligated to pay all Additional Rent for the Abatement Months. (Lease, Exh B, Pg. B-1)	Original Lease
accs	Access	LL reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part, to enforce or carry out the provisions of the Lease, at its option to make repairs, alterations and additions to the Premises or the bldg of which the Premises are a part, to perform any defaulted obligation of T or for any other proper purposes. (Lease, Sec. 7.4(B), Pg. 12)	Original Lease
base	Base Rent	Rent Changeover Day: On or before the first day of each calendar month. Proration: If the RCD is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis. Lease Year: No Lease Provision. Prepaid Rent: Rent for the first Month shall be paid to LL upon execution of the Lease by T. (Lease, Sec. 1.4, 4.1, Pg. 2, 4)	Original Lease
brok	Brokers	No Broker. (Lease, Sec. 12.1, Pg. 20-21)	Original Lease
came	CAM Notes	PRS: Percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants, theaters, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be., pursuant to a lease or other agreement w/ LL. Estimates and its frequency: \$1,384.56/month (including Insurance), and monthly payment. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: Included in CAM. Admin Fee: Shall not exceed 15% of the aggregate sum of CAM, Real Estate Tax and Insurance. CAP and its exclusions: No Lease Provision. Capital Expense: CAM excluded costs of capital improvements and any other expenditures that, under GAAP, should be capitalized, except that Common Area Expenses shall include the cost during the Term, as reasonably amortized by LL in accordance w/ GAAP, of any capital improvement. Exclusion: Standard exclusions. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures. Audit Right: T or auditors selected by T shall have the right w/in 90 days of the initial billing, w/ a minimum of ten (10) days' prior notice, to inspect and audit such books and records at any time during normal business hours at the designated location at tenant's sole cost and expense. (Lease, Sec. 4.2, Exh B, Pg. 4-5, B-1)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	Monetary: Five (5) days after such installment is due. Non-Monetary: 20 days after written notice and demand from LL. (Lease, Sec. 11.1, Pg. 18)	Original Lease
docu	List of Documents	1. Shopping Center Lease Agreement dated 05/18/2017. (Lease) 2. Possession Letter dated 05/24/2017. 3. Rent Commencement Letter dated 09/18/2017. (Ltr)	Original Lease
estl	Estoppel	W/in seven (7) days after request by LL. (Lease, Sec. 10.2(C), Pg. 18)	Original Lease
exclx	Exclusives	T has no exclusive use rights. (Lease, Sec. 1.6, Pg. 2)	Original Lease
guar	Guar/L.C./Indem.	Guarantor Name: Anthony Leitner. Limitation of Liability (Charge and Term): Guarantor hereby absolutely, unconditionally and irrevocably guarantees a) the full and punctual performance and observance by Tenant of all of the terms, conditions, covenants and obligations to be performed and observed by Tenant under the Lease and any month-to-month tenancy created as a result of Tenant holding over after the expiration or termination of the Lease including, without limitation, the payment as and when due, whether by acceleration or otherwise, of all Minimum Rent and Additional Rent and any other sums payable by Tenant under the Lease, and (b) payment of all Enforcement Costs. (Lease, Exh E, Sec. 1, Pg. E-1)	Original Lease
hold	Holdover	W/out consent, MTM tenancy with 150% base rent and 100% additional rent. (Lease, Sec. 3.4, Pg. 3-4)	Original Lease

insu	Insurance	PRS: Percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants, theaters, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be., pursuant to a lease or other agreement w/ LL. Estimates and its frequency: \$1,384.56/month (including CAM), and monthly payment. Base Year: No Lease Provision. Admin Fee: Shall not exceed 15% of the aggregate sum of CAM, Real Estate Tax and Insurance. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures. Audit Right: No Lease Provision. (Lease, Sec. 4.2, 8.1(B), Exh B, Pg. 4-5, 13-14, B-1)	Original Lease
late	Late Fee	Late Charge: If the Rent not paid to LL w/in ten (10) days of the due date, and remains unpaid, T shall pay to LL a late fee = the greater of \$150.00 or 10% monthly Rent, applicable to each month for which the monthly Rent remains unpaid. Interest: If not paid when due, shall bear interest on the unpaid portion from the date when due at the /annum rate = the lesser of 15% or the maximum rate permitted by law. NSF Fee: \$50.00 /check. (Lease, Sec. 4.3(C), Pg. 6)	Original Lease
Icon	Landlord Work	T accepts the Premises in its current "as is" condition. LL has made no representations or warranties as to the condition of the Premises. (Lease, Exh C-1, Pg. C-1)	Original Lease
llma	LL Maintenance	LL shall, subject to T's reimbursement maintain in good repair the exterior walls and roof of the bldg in which the Premises is located, and sidewalks located in the Common Areas. T shall pay, as Additional Rent to LL, its PRS of the cost of said repairs and maintenance incurred by LL. (Lease, Sec. 6.3, Pg. 8)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	Percentage Rent rate: 4%. Breakpoint Type: Non-Natural, Breakpoint for the one (1) through 122 months of the Lease shall be \$3,250,000.00. Sales Report Frequency: W/in 30 days after each calendar month and w/in 30 days after each calendar year end. Payment Frequency: Monthly. Sales Exclusions: Sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory. provided they shall have been previously included in Gross Receipts; and there shall be deducted from Gross Receipts the sales price of merchandise returned by customers for exchange, provided that the sales price of the merchandise delivered to the customer in exchange shall be included in Gross Receipts. the amount of any sales or use tax levied directly on sales and collected from customers and paid by T, provided that specific record is made at the time of each sale of the amount of such sales or use tax and the amount there of is separately charged to the customer. Recapture Rights: No Lease Provision. Audit Right: LL shall have the right, but not more than once during any 12 month period, to make independent examinations or audits of all of T's books, records and accounts which pertain to or show Gross Receipts or to have same made by an accountant or certified public accountants designated by LL. If, as a result of T's records it is determined that Gross Receipts are understated by more than 3%, then T shall also pay the reasonable cost and expenses incurred in connection w/ such audit. (Lease, Sec. 4.5, Exh B, Pg. 6-7, B-1)	Original Lease
peru	Permitted Use	T shall use the Premises for only the operation of the retail sale of board games, trading cards, video games, comics, and related accessories, and for no other purposes whatsoever. T shall operate the Premises throughout the Term under T's trade name, Level Up Games and no other trade name w/out LL's prior written consent. (Lease, Sec. 1.6, 7.1, Pg. 2, 10)	Original Lease
pkno	Parking	The parking area shall be limited to parking for customers and employees of tenants of the S/C, LL and any other parties permitted by LL from time to time. T and its employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area". (Lease, Sec. 7.2, Pg. 10)	Original Lease
prem	Premises Notes	T leases 3,802 SF of floor area. If the floor area of the Premises, or the S/C shall be more or less than the SF set forth, the Minimum Rent shall not be affected. (Lease, Sec. 1.2, 2.2(A), Pg. 1, 2)	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Permitted Use	Prohibited Uses: Outdoor circus, carnival or amusement park, or other entertainment facility; Outdoor meetings; Bowling alley; Primarily pool or billiard establishment; Shooting gallery; Off-track betting; Refinery; (See Lease for complete details). (Lease, Exh F, Pg. F-1)	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restx	Tenant Restrictions	T Restriction: T shall not commit or permit any waste upon the Premises-nor shall T perform any act or carry on any practice which may injure the Premises, any other space in the S/C or any other or occupant of the S/C, or cause any offensive noise or vibration, to be emitted from the premises or constitute a nuisance or menace to any other occupant or other persons in the S/C. T shall not permit the following types of sales or promotions w/in the premises: auction, fire, bankruptcy, "lost our lease" or going out of business sale, etc. (Lease, Sec. 7.3(A), Pg. 11 - 12)	Original Lease

retx	Real estate Tax	PRS: Percentage = the RSF of the Premises divided by the total SF of all rentable floor space in the S/C. Denom Exclusions: LL may exclude from such rentable floor space in the S/C, at LL's option, any portions of the S/C: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants, theaters, restaurants, storage areas, or premises in separate bldgs, where such parties are not required to pay a full PRS of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be., pursuant to a lease or other agreement w/ LL, and (iii) w/ respect to Real Estate Taxes, areas of the S/C for which separate real estate tax bills are received and which-are the sole responsibility of separate parties pursuant to a lease or other agreement w/ LL. Estimates and its frequency: : \$1,466.94/month and monthly payment. Base Year: No Lease Provision. Admin Fee: Shall not exceed 15% of the aggregate sum of CAM, Real Estate Tax and Insurance. CAP: No Lease Provision. Exclusion: No Lease Provision. Reconciliation Deadline: After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, LL shall supply T w/ a summary of all costs and expenditures. Audit Right: No Lease Provision. (Lease, Sec. 4.2, Exh B, Pg. 4-5, B-1)	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	Amount: \$9,980.25. (Cash) Return and Interest: Upon yielding of the Premises at the termination of the Lease and in compliance w/ the terms and provisions of the Lease, and provided no default has occurred, the Security Deposit. shall be returned to T. No interest shall be payable. Reduction/Increase: No Lease Provision. (Lease, Sec. 1.5, 5.1, Pg. 2, 8)	Original Lease
sign	Signage	Consent: T shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the bldg of which the premises is a part, or inside the Premises if visible from the outside, w/out first obtaining LL's written approval. Signage Rights: All signs shall comply w/ LL's Sign Criteria, and T shall be obligated to install all signs as required by such sign criteria. Pylon Sign: Provided space is available on the existing pylon sign at the S/C, then T, at its sole cost and expense, shall be permitted to install one panel on such pylon sign. Fabrication and installation of T's pylon panel shall be at T's sole cost and expense. LL, in its sole discretion, shall select the position of such panel. Additionally, T shall be responsible for T's PRS of the maintenance costs of the pylon sign. (Lease, Sec. 6.5, Exh D, Sec. 1, Pg. 9, D-1; Rider, Sec. R-2, Pg. Rider-1)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	Consent: T may not and shall not assign the Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in the Lease w/out first obtaining the consent of LL, which consent LL may withhold in its sole and absolute discretion. Profit Sharing: 100%. Assignment Fee: T shall pay to LL \$2,000.00 to reimburse LL's administrative and legal costs in connection w/ such assignment. Permitted Assignment: No Lease Provision. Recapture Rights: No Lease Provision. (Lease, Sec. 10.1, Pg. 17)	Original Lease
subo	Subordination	The Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the S/C now or in the future, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of and all amendments and supplements to said leases, mortgages or deeds of trust. The provisions of this section shall be self-operative. T agrees to execute, acknowledge and deliver any and all documents required to effectuate the provisions of this Section w/in seven (7) days after request by LL. (Lease, Sec. 10.2(B & C), Pg. 17-18)	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	LCD: 5/24/2017. RCD: 9/21/2017. LED: 11/30/2022. (Ltr)	Original Lease
tiam	Tenant Improvement Allow.	Allowance Amount: \$114,800.00 Unused Portion Rent Credit: No Lease Provision. Payment Descriptions: w/in 45 days after the date T's Work is completed. Supervision/Management Fee: No Lease Provision. (Rider, Sec. R-1, Pg. Rider-1)	Original Lease
tins	Tenant's Insurance Requirement	1. Commercial General Liability (CGL) insurance w/ limits of not less than limit of one \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, on a per location basis and fire Legal Liability Insurance not less than \$1,000,000.00. 2. Worker's Compensation Insurance, in amounts not less than those required by applicable law. 3. Employers liability insurance in amounts not less than \$500,000.00 for each accident and \$500,000.00 for diseases. \$500,000.00 for disease Each Employee, and \$500,000.00 for Disease-policy Limit. 4. Umbrella or Excess Liability not less than \$5,000,000.00. 5. Dram Shop/Liquor Liability Insurance, under the laws of the state in which the Premises are located and w/ a minimum coverage of the greater of (a) \$1,000,000.00 per occurrence or (b) the amount required by the laws of the state where the Premises located. 6. Automobile Insurance w/ limits of liability of not less than \$1,000,000.00 for bodily injury to any one person, and \$1,000,000.00 for property damage for each accident. 7. Property Insurance: (a) Physical Damage Insurance coverage endorsement for the full replacement cost of all additions, improvements and alterations to the Premises made by T. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and w/ deductibles no greater than 10,000.00. (b) Plate Glass Insurance: T shall keep and maintain in force during the Term hereof; plate glass insurance upon windows and doors in the Premises. (c) Extra expense and business interruption insurance including loss of rents for periods and w/ coverage limits of not less than 12 months of minimum rent and additional rent. Additional Insured: LL, Property Manager, its subsidiaries, affiliates as assigns, and upon request, any other party named By LL. (Lease, Sec. 8.1(D), Pg. 14-15)	Original Lease

ttma	TT Maintenance	T, at its sole cost and expense, shall keep and maintain in good order, condition and repair the Premises. and every part thereof and any and all appurtenances. T shall maintain and bear the expense of the light fixtures and bulbs, any sprinkler system, air-conditioning units and filters, janitorial services, interior pest control, and the like. At all times during the Term, T, at its sole cost and expense, shall maintain a maintenance contract in effect w/ a licensed competent contractor for the consistent periodic inspection and maintenance of all HVAC systems located on or for the use of the Premises. (Lease, Sec. 6.7, Pg. 9-10)	Original Lease
util	Utilities	Premises: T shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. Separately Metered/Non Separately Metered: In the event any utility or utility services such as water or sewage disposal) are not separately metered or assessed to T or are otherwise furnished to T for which LL is billed directly or for which a lien could be filed against the Premises or any portion thereof, T shall at LL's request pay the cost thereof as Additional Rent to LL as and when the charges thereof become due and payable. (Lease, Sec. 4.6, Pg. 7)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing	Level Up Group LLC	Tony Leitner	4468 N Mallard Trail,Eagan,MN 55122		lites2000@gmail.com
CAM		Level Up Group LLC	4468 N Mallard Trail,Eagan,MN 55122		
Commercial Cafe Contact	Level Up Group LLC	Tony Leitner	No address Listed		lites2000@gmail.com
Gross Sales		Level Up Group LLC	4468 N Mallard Trail,Eagan,MN 55122		
Guarantor		Anthony Leitner	4468 N Mallard Trail,Eagan,MN 55122		
Notice1		Level Up Group LLC	4468 N Mallard Trail,Eagan,MN 55122		
Taxes		Level Up Group LLC	4468 N Mallard Trail,Eagan,MN 55122		

Lease : Declaration of Restrictive Easements (t0003570)

Lease Information

Name	Declaration of Restrictive Easements	Status	Current
DBA	Declaration of Restrictive Easements	ICS Code	
VAT Reg Num		Lease Type	Retail
Property	rhc13023	Sales Category	OTHER
Location	Diffley Marketplace	Contract Area	0.00 (GLA)
Customer	Declaration of Restrictive Easements	Area	0.00 (GLA)
Legal Entity	usall001	Annual Rent	usd 0.00
Base Currency	usd	Rent Per Area	usd 0.00
		Deposit	0.00
Primary Contact		Lease Term	From 12/1/2008 To 12:00:00 AM
Name	Declaration of Restrictive Easements		
Office Phone			
Cell Phone			
E-Mail			

Space

Unit	Building	Floor	Area	Amendment Type
201			0.00	Original Lease

Charge Schedules

Charge Code	Charge Desc	Date From	Date To	Amt	Period	Invoice Period	Amt Est. Type	Currency	Tax Rate	Area	Amt Per Area	Mgmt Fees	Amendment Type	Units
brzz	Zero Rent Bill code	10/25/2010		0.00	Monthly	Monthly	Flat Amt	usd		0.00	0.00 / Mo	0.00	Original Lease	201

Indexation

Charge Code	Charge Desc	Date From	Date To	Index Date	Index	Month	Factor	Min	Max	Base Rule	Amendment Type	Units
brzz	Zero Rent Bill code	10/25/2010									Original Lease	201

Recovery

Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	201	TAX	nont	NO RET Tenant	12/1/2008		12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		77483.0000	
Amendment Type	Units	Group	Exp Pool	Exp Pool Desc	Date From	Date To	EOY Month	Base Year	Base Amt	Ceiling	Mgmt fees %	ProRata %	GrossUp %
Original Lease	201	CAM	nonc	NO CAM Tenant	12/1/2008		12		0.00	0.00	0.00	0.00	0.00
	Anchor	Anchor Deduction		Anchor Group		CAP Inc %		Recovery Factor %		Numerator		Denominator	
	N	N				0.00		0.00		GLA		77483.0000	

Retail

Sales Type	Amount Type	Date From	Date To	Sales From	Sales To	%	Offset Amt/Charge Code	Amendment Type	Units	Natural BreakPoint
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Amendments

Type	Description	Status	Term (Months)	Date From	Date To	Units
Original Lease	Original Lease	Activated	0	12/1/2008		201

Options

Type	Status	Start Date	Expiration Date	Notice Date	Description	Amendment Type
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Other Lease Provisions / Clauses

Id	Name	Description	Amendment Type
abat	Abatement	No Lease Provision.	Original Lease
accs	Access	No Lease Provision.	Original Lease
base	Base Rent	No Lease Provision.	Original Lease
brok	Brokers	No Lease Provision.	Original Lease
came	CAM Notes	PRS: For parking area and Permanent Drive sweeping and snow removal (provided that the Rentable Feet of Lot 4 and Lot 5 shall be excluded from the calculation until driveways and parking areas are constructed on such Lots). Minimum Rentable Feet: For Lot 1 (42,600 RSF) - 59.50%; Lot 2 (9,800 RSF) - 14.00%; Lot 3 (9,800 RSF) - 14.00%; Lot 4 (4,500 RSF) - 6.25%; Lot 5 (4,500 RSF) - 6.25%; Total (71,600 RSF) - 100.0%. All other Common Expenses (exclusive of the detention pond). Percentage Share (Land SF): For Lot 1 (206,662 SF) - 47.4%; Lot 2 (69,349 SF) - 15.9%; Lot 3 (64,860 SF) - 14.9%; Lot 4 (47,185 SF) - 10.8%; Lot 5 (47,974 SF) - 11.0%; Total (436,030 SF) - 100.0%. Denominator Exclusions: No Lease Provision. Billing Frequency: Monthly. Base Year: No Lease Provision. Gross Up: No Lease Provision. Management Fee: No Lease Provision. Admin Fee: No Lease Provision. CAP and its exclusions: No Lease Provision. Capital Expense: No Lease Provision. Exclusion: Standard and Real Estate Taxes. Reconciliation Deadline: W/in 45 days after the end of each calendar year, the Operator shall provide each Owner and the Lot 1 T w/ a written reconciliation of the Common Expenses actually incurred for such calendar year compared to the amounts previously budgeted, certified by Operator that such statement is a true and correct accounting of all charges incurred by Operator which are included w/in Common Expenses, that all such charges are properly included Common Expenses, and that each Owner's Percentage Share of Common Expenses was calculated appropriately. Audit Right: Any Owner and the Lot 1 T shall have the right to audit the Operator's records w/ regard to the previous three (3) calendar years and Operator agrees to make its books, records and supporting materials available to the Owners and the Lot 1 T at a reasonable location w/in the Minneapolis /St. Paul metropolitan area. (REA, Sec. 3, Pg. 5-9)	Original Lease
cotn	Co-Tenancy	No Lease Provision.	Original Lease
dark	Go Dark Right	No Lease Provision.	Original Lease
deft	Default	No Lease Provision.	Original Lease
docu	List of Documents	1. Declaration of Reciprocal Easements, Covenants and Use Restrictions dated December 2008. 2. First Amendment to Operation and Easement Agreement dated 08/24/2009.	Original Lease
estl	Estoppel	Each Owner, w/in 30 days of its receipt of a written request from another Owner(s) or from the Lot 1 T, shall from time to time (but not more often than twice per calendar year) provide the requesting Owner or Lot 1 T. (REA, Sec. 19, Pg. 19)	Original Lease
exclx	Exclusives	No Lease Provision.	Original Lease
guar	Guar/L.C./Indem.	No Lease Provision.	Original Lease
hold	Holdover	No Lease Provision.	Original Lease
insu	Insurance	No Lease Provision.	Original Lease
late	Late Fee	Late Charge: No Lease Provision. Interest: Any Common Expenses not paid when due shall bear interest at the lesser of (a) 4% over the prime rate announced by the Wall Street Journal, Midwest Edition (or, if no prime rate is so published, the prime rate announced by US Bank) or (b) the maximum rate permitted to be charged under Minnesota law. NSF Fee: No Lease Provision. (REA, Sec. 3(B), Pg. 5)	Original Lease
Icon	Landlord Work	No Lease Provision.	Original Lease

llma	LL Maintenance	Operator in charge of maintaining the common areas. The Operator shall do all of the following at its cost, subject to reimbursement by the Owners of the Lots [the Lot Owner, Lot 2 Owner, Lot 3 Owner, Lot 4 Owner and Lot 5 Owner]: Operate, manage, maintain, repair, replace, equip and insure the Common Areas in a safe, clean and tenantable condition and in good order and repair, consistent in manner and appearance as provided for in first class S/C. Keep the Common Areas clean and in good repair. Maintain reasonable security lighting for the Permanent Driveway and monument signs at all times when any portion of the Center is open for business. Maintain and care for, including fertilizing, watering, mowing and trimming, all grass, shrubs and landscaping, and maintain, repair and replace irrigation systems and water lines. Maintain, repair and replace the Permanent Driveway with heavy duty paving. Maintain liability insurance in such amounts as reasonably necessary to insure against claims made against the Operator in its capacity as Operator (each Lot Owner will maintain liability insurance). Maintain, repair replace the parking areas at the Center when necessary, in a level, smooth and evenly covered manner. See REA for complete details. (REA, Sec. 3(A), Pg. 3-5)	Original Lease
misc	Miscellaneous	No Lease Provision.	Original Lease
oan	OEA Notes	No Lease Provision.	Original Lease
othv	Overtime HVAC	No Lease Provision.	Original Lease
outr	Outparcel Restriction	No Lease Provision.	Original Lease
pcin	Percentage Rent Information	No Lease Provision.	Original Lease
peru	Permitted Use	No Lease Provision.	Original Lease
pkno	Parking	Each Owner shall use all reasonable efforts to ensure that employees of businesses located on its Lot park on such Lot and in areas which are not primary customer parking areas. (REA, Sec. 10, Pg. 17)	Original Lease
prem	Premises Notes	No Lease Provision.	Original Lease
prom	Promotion Fund	No Lease Provision.	Original Lease
prou	Prohibited Use	No Lease Provision.	Original Lease
pvex	Penalty for Violating Exclusive	No Lease Provision.	Original Lease
rdus	Radius Restrictions	No Lease Provision.	Original Lease
rean	REA Notes	No Lease Provision.	Original Lease
restlx	Landlord Restrictions	Lot 2, Lot 3, Lot 4 and Lot 5 shall be subject to the following restrictive covenants which shall run w/ and burden Lot 2, Lot 3, Lot 4 and Lot 5 and benefit Lot for 30 years after the date of the Declaration: Neither of Lot 2 or Lot 3 shall be used as a full- service restaurant in excess of 3,000 Rentable Feet. None of Lot 2, Lot 3, Lot 4 or Lot 5 shall be used a supermarket, grocery store or other store, or department w/in a store, for the sale of groceries, fruit, produce, dairy products, vegetables, bakery products, meats or delicatessen products, intended for consumption off-premises; provided that this restriction shall not prohibit the incidental sale of such items by businesses on Lot 2, Lot 3, Lot 4 or Lot 5; incidental being defined as meaning the amount of sales floor area of any such business on the subject Lot which is devoted to the display of such products (inclusive of aisle space) does not exceed the lesser of 250 Rentable Feet or 5% of the total floor area of such business. All of the Lots shall be subject to the following restrictive covenants which shall run w/ and burden all of the Leases and benefit all of the Leases for a period of 30 years after the date of this Declaration. No Lease shall be used or operated: (a) in violation of applicable laws or ordinances; (b) in a dangerous or hazardous manner; (c) as a nuisance, or as an excessively obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation; provided, however, that nothing contained in this section shall limit or prohibit the operation of a supermarket, floral store or department, video store or department, bank, pharmacy, or gas station in the Center, nor erection of business communications satellite dishes on the roof of any bldg in the Center. See REA for complete details. (REA, Sec. 6(A)(b), Pg. 11-14)	Original Lease
restx	Restrictions-X	No full-serv restaurant 3,000+ on L2&3. No grocery store/dept on L2-5 except incidental. No restaurant on L4 or 5 w/50%+ revenue from sale of liquor. No more than 1 full-serv rest on L4 & L5 collectively. L2-5 no theater, bowling alley, car wash, carnival, dug store, exercise facility, dr/medical office, vet office, arcade, tattoo parlor, place of instruction w/students, any non-retail use. No nuisance odor, adult book store, fire sale, auto sales or leasing, bar/tavern, second-hand store, funeral parlor, landfill, hazmat. Lot 1 Tenant may install cart corrals.	Original Lease
retx	Real estate Tax	No Lease Provision.	Original Lease
sakt	Sales Kickout	No Lease Provision.	Original Lease
sdpt	Security Deposit	No Lease Provision.	Original Lease

sign	Signage	Consent: Owners and the Lot 1 T, and to the extent permitted by such Owners, occupants of bldgs w/in the Center shall be permitted to install on such bldgs such signage as may be approved by the City of Eagan under its sign ordinance. There shall be no billboards erected or permitted in the Center. There shall be one monument sign for the Center in the location shown on the Site Plan, subject to City approval. Lot 4 and Lot 5 shall each be permitted a free-standing sign on said Lot, subject to City approval and provided that no sign on Lot 4 or Lot 5, shall be greater than ten (10) feet in height or contain more than 60 SF in sign area. Signage Rights: Each Owner w/ allocated panel space shall responsible, at its cost (which may be delegated to its occupants), for maintaining the sign panels of the occupants of its Lot in good order repair. The Lot 1 T shall be entitled to and allocated the upper one half of panel space on the Center Sign. The bottom one half of panel space on the Center Sign shall be allocated amongst the Owners occupants of Lot 2 and Lot 3 by Declarant so long Declarant owns the Lot to which such signage is being allocated. Pylon Sign: No Lease Provision. (REA, Sec. 11, Pg. 17)	Original Lease
sppv	Special Provisions	No Lease Provision.	Original Lease
stor	Storage	No Lease Provision.	Original Lease
subl	Assignment/Sublease	No Lease Provision.	Original Lease
subo	Subordination	No Lease Provision.	Original Lease
taap	Tenant Approval	No Lease Provision.	Original Lease
term	Term Notes	Lease Commencement Date: 12/01/2008; Rent Commencement Date: 12/01/2008; Lease Expiration Date: Month-to-Month. (As per JDE Report)	Original Lease
tiam	Tenant Improvement Allow.	No Lease Provision.	Original Lease
tins	Tenant's Insurance Requirement	Each Owner shall be responsible for obtaining its own commercial liability insurance in the amount of at least \$5 million. The cost of insurance shall not be a shared expense. At the request of any Owner or Lot 1 T, Owner shall provide proof of such insurance. (REA, Sec. 9(C), Pg. 16)	Original Lease
ttma	TT Maintenance	Lot 1 T shall have right to self-maintain and to separately insure Lot 1 Common Areas. In such case, no obligation for Common Area expenses of Common Areas, except for Permanent Driveway (and detention pond and Center sign). (REA, Sec. 3(E), Pg. 7)	Original Lease
util	Utilities	Premises: Any work performed hereunder shall be done at the sole cost expense of the party seeking to perform the work and shall be completed as quickly as possible and in a manner so as to minimize interference w/ the Common Areas of the Center. Separately Metered/Non Separately Metered: No Lease Provision. (REA, Sec. 1(F), Pg. 2-3)	Original Lease

Contacts

Role	Company	Name	Address	Phone	Email
Billing		Declaration of Restrictive Easements	No address Listed		
CAM		Declaration of Restrictive Easements	No address Listed		
Commercial Cafe Contact		Declaration of Restrictive Easements	No address Listed		
Gross Sales		Declaration of Restrictive Easements	No address Listed		
Taxes		Declaration of Restrictive Easements	No address Listed		