



## Request for City Council Committee Action from the Communications Department

**Date:** April 6, 2010

**To:** The Honorable Betsy Hodges, Chair, Ways & Means/Budget Committee

**Subject:** Lease Agreement between Minneapolis Television Network (MTN) and Deacon Flats, LLC

**Recommendation:** That the Minneapolis City Council authorize MTN to enter into a five year lease agreement with Deacon Flats, LLC.

**Previous Directives:** On Feb. 12, 2010 the City Council approved a performance agreement between the City and MTN. This agreement includes a requirement that MTN shall not enter into contracts or agreements committing channel capacity, funds, facilities, equipment or other capital assets for a period of time longer than one year without approval of the City Council and Mayor. (Section 11.04).

### Department Information

Prepared by: C. John Harrison, Manager, Cable & Media Services (612) 673-2906

Approved by: \_\_\_\_\_

Sara Dietrich, Communications Director

Presenters in Committee: C. John Harrison and Pam Colby

### Financial Impact *(delete all lines not applicable to your request)*

- No financial impact

### Community Impact

- Neighborhood Notification
- City Goals
- Comprehensive Plan
- Zoning Code
- Other

## Supporting Information

Minneapolis Television Network began an extensive search for new facilities in November 2009, in an effort to find a comparable facility at a lower cost. Due to the unique nature of MTN's need for a built-out studio space, the facilities explored would require significant investments in renovations, in fact, enough that the cost-savings of leaving the current facility would be negligible.

Therefore MTN Board approved a decision to pursue a lease renewal at St. Anthony Main, with a reduction in its current space.

### Lease Highlights

- 5 years with an option to renew additional 5 years
- Reduce the leased space by 2,500 square feet, with monthly base rent reduced for a savings of \$33,500 per year and no increase for three years
- Landlord agrees to cooperate with MTN's installation of fiber optics.
- MTN may terminate the lease with 180 days prior written notice, and shall be entitled to exercise this option in the event the cable television franchise granted by the City of Minneapolis expires, is terminated or modified so as to substantially reduce the payments of the franchise holder to the City or the City substantially reduces payments to MTN.
- MTN may terminate this lease with one year prior written notice in the event MTN purchases a replacement building for the purpose of relocating.
- **5-year Rent schedule**

Lease Year	Square Feet	Monthly Base Rent	Annually
05/01/10 - 04/30/11	7,775	\$ 8,200.00	\$ 98,400.00
05/01/11 – 04/30/12	7,775	\$ 8,200.00	\$ 98,400.00
05/01/12 – 04/30/13	7,775	\$ 8,200.00	\$ 98,400.00
05/01/13 – 04/30/14	7,775	\$ 8,446.00	\$ 101,352.00
05/01/14 - 04/30/15	7,775	\$ 8,699.38	\$ 104,392.56

## DEACON FLATS, LLC

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Minneapolis Telecommunications Network, Inc. – MTN

### LEASE AGREEMENT

This **LEASE AGREEMENT**, made as of this \_\_\_\_ day of March, 2010 between Deacon Flats, LLC, a Minnesota limited liability company (“Landlord”), and Minneapolis Telecommunications Network, Inc., a Minnesota Non-Profit Corporation (“Tenant”).

#### WITNESSETH, THAT

**1. PREMISES AND USE.** Landlord, subject to the terms and conditions hereof, hereby leases to Tenant certain premises (“Premises”) containing approximately 7,775 square feet of area on the second floor, located in the building situated at 125 Southeast Main Street, Minneapolis, Minnesota (the “Building”), to be used by Tenant for general office use and for any other related purpose.

The Minneapolis Telecommunications Network shall use the Premises to provide facilities to the public for expression of opinions and the creative spirit through electronic communications media. Such facilities, equipment rental and loan, meeting and performance spaces, offices, storage, television production, telephone and/or computer networking and other forms of media to be developed consistent with the promotion and encouragement of community free-expression.

**Landlord agrees to cooperate with Tenant’s installation of fiber optics for the Premises and/or Building use.**

**1.1** Parking. Landlord agrees that Tenant, its invitees and guests shall be entitled to the exclusive use of two (2) parking spaces adjacent to the building for short term parking purposes, at the location designated by Landlord. Landlord’s agreement to provide these parking spaces shall be conditioned upon existing easements and municipal approvals while it is not now the intention of Landlord, Landlord reserves the right to reclaim the parking area should it become necessary for development or growth or for egress or access to other areas.

**1.2** Tenant shall also have use of the Garage space containing approximately 595 square feet, rent free on a month-to-month basis, until such time as Landlord determines. Landlord shall have the right to possession of the Garage Space upon thirty (30) day notice to Tenant.

During the time Tenant occupies the Garage Space, Tenant will be responsible at its sole cost and expense for any repairs or replacement of the garage door and any other repairs or maintenance of the Garage and its mechanical, HVAC, electrical, and electrical usage etc., etc., etc. without deduction or setoff of any kind.

**2. TERM.** Tenant takes the Premises described in Paragraph 1 from Landlord, upon the terms and conditions herein contained, for the term ("Term") of Five (5) years and zero (0) months commencing on the 1st day of May, 2010, and ending on the 30th day of April, 2015, (Termination Date) unless sooner terminated as herein provided.

**2.1 LEASE TERMINATION CLAUSE ONE.** Tenant may terminate this Lease upon one hundred eighty (180) days prior written notice to Landlord. Tenant shall be entitled to exercise this option in the event the cable television franchise granted by the City of Minneapolis expires, is terminated, or is modified so as to substantially reduce the payments of the franchise holder to the City of Minneapolis in support of community access television and programming, or the City of Minneapolis otherwise substantially reduces payments to Tenant in support of community access television and programming.

**2.2 LEASE TERMINATION CLAUSE TWO.** Tenant may terminate this Lease upon one year (1) year prior written notice to in the event Tenant purchases a replacement building for the purpose of relocating Tenant's Premises.

**3. OPTION TO RENEW.** . If not in default, Tenant shall have the option to renew this Lease for one (1) term of five years by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration date of this Lease or any applicable renewal period. All terms and conditions of this Lease in such renewal term shall remain as provided herein, except that the Rental Cost per square foot during the option period shall be at the then Market Rental Rate for comparable office space in Downtown Minneapolis. In the event Landlord and Tenant are unable to agree on a Market Rental Rate, then each party shall select a broker with at least five years office leasing experience in Downtown Minneapolis and such brokers shall agree together upon a Market Rent Rate. In the event the two brokers are unable to agree, they shall together appoint a third broker to determine a Market Rental Rate.

**4. MONTHLY BASE RENT.** Tenant agrees to pay Landlord during the Lease a monthly Rent ("Base Rent") per the schedule below, payable on the first day of each month in advance, without deduction or setoff of any kind except as expressly provided herein, to Landlord and delivered to Landlord at c/o Deacon Flats LLC, 107 Washington Avenue North, Minneapolis, Minnesota 55401 or at such other place as may from time to time be designated by Landlord.

*(This space intentionally left blank.)*

Lease Year	Square Feet	Monthly Base Rent	Annually
05/01/10 - 04/30/11	7,775	\$ 8,200.00	\$ 98,400.00
05/01/11 – 04/30/12	7,775	\$ 8,200.00	\$ 98,400.00
05/01/12 – 04/30/13	7,775	\$ 8,200.00	\$ 98,400.00
05/01/13 – 04/30/14	7,775	\$ 8,446.00	\$ 101,352.00
05/01/14 - 04/30/15	7,775	\$ 8,699.38	\$ 104,392.56

Rubbish or trash generated in excess of ordinary amounts generally acceptable by office standards will be invoiced and shall be payable by Tenant.

**5. REAL ESTATE TAXES.** Commencing on March 1, 2010, and on the first day of every month thereafter during the Term of this Lease or any portion thereof, Tenant agrees to pay its proportionate share of said real estate taxes, calculated based on Tenant's proportionate share of the square footage, which has been determined to be 11.74%. In any calendar year, the real estate taxes and special assessments for that year, or any portion thereof, are deemed to be those due and payable in such year. Landlord will provide Tenant with proposed property tax statements and/or property tax statements at the earliest date said statements become available. Tenant shall make all payments of said taxes to the Landlord. If required by the holder of any mortgage, ground lease or other security on the Premises, Tenant shall pay said taxes to the holder in the manner and at the times provided by such mortgage, ground lease or other security.

Notwithstanding anything in this Article 5 to the contrary, all costs and expenses including attorney's fees incurred by Landlord during negotiations for or contests of the amount of taxes shall be included within the term "Taxes", to the extent such negotiations for or contests of taxes result in a reduction of same. In the event a refund in excess of the cost for negotiations for or contests of the amount of taxes for said tax is obtained, Landlord shall issue to Tenant a credit invoice for same, which shall be pro-rated based upon the percentage Tenant paid of the original taxes from which the refund was derived.

In addition to the foregoing, Tenant at all times shall be responsible for and shall pay, before delinquency, all taxes levied, assessed or unpaid on any leasehold interest; on any right of occupancy of the Premises; on any investment of Tenant in the Premises; or on any personal property of any kind owned, installed or used by Tenant including Tenant's leasehold improvements.

**6. MAINTENANCE AND OPERATING EXPENSE:** Tenant agrees, at its own expense, to commence maintenance of the heating, ventilation and air conditioning systems, including heat pump, for the Premises, including preventative and continuing maintenance, repairs and replacements. Landlord will perform the filter changes as often as Landlord's judgment determines necessary and will invoice the Tenant a reasonable sum which shall be paid by Tenant to Landlord on the next monthly rent payment date.

Tenant shall also be responsible for its own general maintenance, janitorial and electrical expenses, which shall be separately metered and invoiced to Tenant by entity providing electric, or if not separately metered, Tenant shall pay an estimated amount to be determined by Landlord, for the Leased Premises.

**7. COVENANTS AND OBLIGATIONS OF TENANT.** Tenant agrees as follows:

**7.1** Tenant may use and occupy the Premises for general office purposes and other lawful uses. Tenant will not use or occupy the Premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations and orders of all governmental units having jurisdiction over the Premises. Tenant shall not cause or permit any offensive noise, vibrations, odors or nuisance in or about the Premises.

**7.2** Tenant shall give Landlord access to the Premises at all reasonable times upon 24 hours notice (except in the event of an emergency) without charge or diminution of rent, to enable Landlord to examine or exhibit the same and to make such inspections, repairs, additions and alterations as are required of Landlord under this Lease.

**7.3** Tenant shall keep the Premises in good order and condition.

**7.4** Tenant shall not assign this Lease or sublet all or any part of the Premises without first obtaining Landlord's written consent thereto, which consent shall not be unreasonably withheld.

**7.5** Tenant's obligation under this Section 7 to do or not to do a specified act shall extend to and include Tenant's obligation to see to it that Tenant's employees, agents and invitees shall do or shall not do such acts, as the case may be.

**8. TENANT INSURANCE.** Tenant agrees to purchase, in advance, and to carry in full force and effect, from companies licensed to do business in the State of Minnesota, for the entire Term of this Lease, the following insurance, with limits of liability in compliance with any and all provisions of Minnesota statutes, but not less than the following limits.

A. "All risk" coverage insuring Tenant's Alterations to the Premises. Landlord shall be named as a loss payee under such policy.

B. Comprehensive general public liability insurance covering all acts of Tenant, its employees, agents, representatives and guests within the Building for bodily injury, property damage and personal injury for not less than a combined single limit of \$1,000,000. Landlord shall be named as an additional insured under such policy.

All such insurance shall have full coverage for glass replacement. All such insurance shall provide for thirty (30) days written notice to Landlord prior to cancellation, non-renewal or material modification. Certificates of insurance shall be delivered to Landlord prior to occupancy by Tenant and at least thirty (30) days prior to the termination date of any existing policy. Such insurance may be in the form of a blanket or umbrella policy if the Premises are specifically designated therein.

**9. LANDLORD INSURANCE.** Landlord agrees to purchase and carry in full force and effect, from companies licensed to do business in the State of Minnesota, for the entire Term of this Lease (i) “all risk” property insurance on the Building, including the Premises and all appurtenances thereof (except Tenant’s merchandise, trade fixtures, furnishings, operating equipment and personal property including wall coverings, carpeting and drapes) for the full insurable value thereof, and (ii) commercial general public liability insurance covering the Building and surrounding property, with a combined single limit of at least \$1,000,000 and written on an “occurrence” basis.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord’s policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability), or which will prevent Landlord from procuring such policies from companies acceptable to Landlord. If anything done, omitted to be done, suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or other property of Landlord from companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises for the use permitted under this Lease, or to any other property for the use or uses made thereof, Tenant will pay the amount of any such increase.

**10. WAIVER AND INDEMNITY.** Landlord, including its officers, employees, agents and representatives, shall not be liable to Tenant, or those claiming through or under the Tenant, for any injury, death or property damage occurring in, on or about the Building, except for the negligence or intentional misconduct of Landlord or its agents or employees. Landlord shall not be liable to Tenant for any damage, compensation or claims arising from: loss or damage to books, records, files, money, securities, negotiable instruments or other papers; any fire, robbery, theft, or any casualty; any leakage or bursting of pipes or water that may leak into, flow on, or flow from, any part of the Premises or Building.

Tenant shall indemnify Landlord and Landlord's agents and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life and/or personal or bodily injury arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by Tenant's use of the Premises; any breach or default by Tenant in the performance of any covenant or agreement under this Lease; injury to person or damage to property occurring in or around the Premises; or any act of negligence of Tenant, its agents, contractors, employees, sublessees, concessionaires or licensees or customers in or about the Premises, the sidewalks adjoining the same, any loading platform area allocated to the use of Tenant and anywhere in the Shopping Center, except in such case to the extent caused by the negligent act or intentional misconduct of Landlord or its agents or employees.

Landlord agrees to indemnify, defend and hold Tenant and its partners, officers and employees harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the common areas of the project, except to the extent caused by the intentional misconduct of Tenant or its partners, officers or employees.

**11. WAIVER OF SUBROGATION.** Notwithstanding any other provision in the Lease to the contrary, Landlord and Tenant hereby release one another from any and all liability and responsibility (to the other or to anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by casualty insurance or coverable by the insurance required by the aforementioned articles, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Landlord and Tenant agree that their property insurance policies will include such a clause or endorsement so long as the same shall be available without cost. In the event such a provision is not available without cost, the releasing party shall pay the cost of obtaining such clause or endorsement to the released party.

**12. CASUALTY LOSS.** In case of damage to the Premises or the Building by fire or other casualty, Tenant shall give immediate written notice to Landlord, who shall within sixty (60) days of such notice given notify Tenant that: (i) Landlord elects to terminate this Lease as hereinafter provided, or (ii) Landlord will cause the damage to be repaired with reasonable speed, at the expense of Landlord, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond reasonable control of Landlord, but Landlord shall have no obligation to restore or replace any property owned by Tenant; and to the extent that the Premises are rendered untenable, the rent shall proportionately abate. If the damage is so extensive that either Landlord or Tenant reasonably anticipates that the Premises cannot be restored within ninety (90) days from the date of such damage, then either party may, within sixty (60) days from the date of such damage, terminate this Lease as of the date of such damage by written notice to the other party and the rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

**13. CONDEMNATION.** If the entire Premises are taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Premises are taken by eminent domain, either Tenant or Landlord shall have the right to terminate this Lease as of the date of taking, by giving written notice thereof to the other party on or before the date of taking. If neither Tenant nor Landlord elects to terminate this Lease, Landlord shall, at its expense, restore the Premises, exclusive of any improvements or other changes made therein by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and to the extent that the Premises are rendered untenable, the rental shall equitably abate. All damages awarded for a taking under the power of eminent domain shall belong to and be the exclusive property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold estate hereby credited or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for the value and cost of removal of its personal property and fixtures.

**14. RULES AND REGULATIONS.** Tenant shall use the Premises and the common areas of the Building in accordance with the terms of this Lease and such additional rules and regulations as may from time to time be reasonably made by Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Building, and Tenant shall use its best efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations.

**15. DEFAULT.**

**15.1** Any one of the following events shall constitute an Event of Default:

(i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of five days after the due date therefor;

(ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for 30 days after notice from Landlord; provided, however, that if the nature of such default is such that Tenant can not cure the default within thirty (30) days, then the Event of Default shall be suspended so long as Tenant commences cure within thirty (30) days and thereafter diligently and continuously prosecutes the curing of the default;

(iii) Tenant shall file or have filed against it any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

**15.2** In such event, Landlord, in addition to all other rights and remedies available to Landlord, by law or by other provisions hereof, may, but shall not be required to, annul and cancel this Lease as to all future rights of Tenant, and Tenant hereby expressly waives the service of any notice in writing or intention to re-enter as aforesaid. Tenant further agrees that in case of any such termination or re-entry Tenant will indemnify

Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, or re-entry, including, but not limited to, costs of restoring and repairing Premises and putting same in rentable condition, costs of renting the Premises to another tenant, loss or diminution of rents and other damages which Landlord may incur by reason of such termination or re-entry, and all reasonable attorneys' fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to take action on account of any breach hereof or to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice of consent, said breach shall be a continuing one.

**15.3** In addition to all other remedies, the prevailing party in any dispute shall be entitled, in addition to all other remedies, to reimbursement upon demand of all reasonable attorneys' fees incurred by the prevailing party in connection with the default in question.

**15.4** In no event shall Landlord be considered to be in default of Landlord's obligations hereunder until the expiration of 30 days after Tenant delivers a notice to Landlord specifying such default.

**16. NOTICES.** All bills, statements, notices or communications which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to Tenant personally or sent by registered or certified mail return receipt requested addressed to Tenant at the Premises, and the time of rendition thereof or the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or deposited in the mail as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail return receipt requested addressed to landlord at the address set forth in Section 6 hereof, or in case of subsequent change upon notice given, to the last address furnished.

**17. HOLDING OVER.** Should Tenant continue to occupy the Premises after expiration or termination of the Term or any renewal or renewals thereof, without Landlord's consent, such tenancy shall be from month to month and in no event from year to year or for any longer term, and shall be on all the terms and conditions hereof applicable to a month to month tenancy except that Base Rent shall equal 150% of the Base Rent payable at the time of such expiration or termination. Nothing herein, however, shall prevent Landlord from seeking all remedies available to landlord in law or equity.

**18. SUBORDINATION.** The rights of Tenant shall be and are subject and subordinate at all times to the lien of any mortgage now or hereafter in force against the Building, and Tenant shall execute such further certificates subordinating this Lease to the lien of any such mortgage as shall be requested by Landlord. Notwithstanding anything to the contrary in this Section 21, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of the Mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's possession hereunder. Failure of Tenant to

execute and provide Landlord with such certificate within five (5) business days from such request shall be considered an event of default under the Lease.

**19. ESTOPPEL CERTIFICATE.** Either Landlord or Tenant shall at any time and from time to time, within ten (10) days after written request by the other party, execute, acknowledge and deliver to the other party and any other parties designated by the other party, a certificate in writing certifying (i) that this Lease is in full force and effect and is unmodified (or, if modified, stating the nature of such modifications), (ii) the date to which the rental and other charges payable hereunder have been paid in advance, if any, and (iii) that there are, to its knowledge, no uncured defaults on the part of the other party hereunder (or specifying such defaults of any are claimed). Any such certificate may be furnished to and relied upon by any prospective purchaser, lessee or encumbrancer of all or any portion of the Building. . Failure of Tenant to execute and provide Landlord with such certificate within five (5) business days from such request shall be considered an event of default under the Lease.

**20. INTEREST.** Any amounts due hereunder that are not paid when due shall bear interest at the lesser of the highest legal rate or eighteen percent (18%) per annum from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest accrued.

**21. BINDING EFFECT.** The word “Tenant,” whenever used in this Lease, shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives successors and assigns, provided that this Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee or successor of Tenant except upon the express written consent or election of Landlord.

**22. NO REPRESENTATION BY LANDLORD.** Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as stated in this Lease and no rights privileges, easements or licenses are acquired by Tenant except as stated in this Lease. Tenant has no right to light or air over any premises adjoining the Building. Landlord may make alterations, modifications and improvements to the Building that do not adversely effect Tenant’s use of the Premises without the consent or approval of Tenant. Landlord may, upon thirty (30) days written notice to Tenant, change the name (but not the designated address) of the Building.

**23. FORCE MAJEURE.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by

governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any such delay being called “unavoidable delay” in this Lease) provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Section 22 shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease.

**24. AMENDMENT.** This Lease may not be altered, waived, amended or extended except by an certificate in writing signed by Landlord and Tenant.

**25. LIMITATION OF WARRANTIES.** Landlord and Tenant expressly agree that there are not and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease.

**26. COVENANT OF QUIET ENJOYMENT.** Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises.

**IN WITNESS WHEREOF,** the respective parties hereto have caused this Lease to be executed as of the day and year first above written.

**TENANT:**

**LANDLORD:**

Minneapolis Telecommunications Network,  
Inc.

Deacon Flats, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_