



Request for City Attorney's Office Action
From the Department of Safety and Inspections

Date: ~~07/04/18~~ 11-16-2018

To: Therese Skarda / Julie Kraus

Prepared by: Eric Hudak

Licensee Name &

Number: Applicant: Khaled Zeld Ghneim / Stryker Market LLC, Lic. #20180002288

Adverse License Action Requested:

<u>Type of Violation:</u>	<u>Requested Penalty:</u>
<input type="checkbox"/> First Violation	_____
<input type="checkbox"/> Second Violation (Within 12 Months)	_____
<input type="checkbox"/> Thlrd Violation (Within 18 Months)	_____
<input type="checkbox"/> Fourth Violation (Within 24 Months)	_____
<input checked="" type="checkbox"/> Application Denial	<u>Cigarette/Tobacco</u>
<input type="checkbox"/> Renewal Revocation/Suspension	_____

Cause for Action:

Brief Description: Per Sec. of State, applicant company (Stryker Market LLC.) is managed by Ahmed Al-Hawarri who has an interest in a premises where a previously-issued tobacco license has been revoked

<input type="checkbox"/> Ordinance Violations	Ordinance Number(s): <u>310.02 (e)</u>
	<u>324.01 (d)</u>
<input type="checkbox"/> License Condition Violations	License Type: _____
	Condition Number(s): _____

Supporting Documentation:

- Law Enforcement Data
- Driver's License Data
- License/Permit
- Photograph(s)
- Inspector Report(s)
- Other _____

2018-000-2288



CITY OF SAINT PAUL
Department of Safety and Inspections
375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101
Phone: 651-266-8989
Web: www.stpaul.gov/dsi

Class "N" License Application

LICENSES ARE NOT TRANSFERRABLE

Payment must be received with Each Application
This application is subject to review by the public.

Types of License(s) being applied for:

Fee(s):

- a. CIGARETTE TOBACCO \$ 453.00
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____

Total: \$ 453.00

Business Information

Business Address: 605 stuyker Ave st paul MN 55107
Street City State Zip

Company Name: stuyker market llc Doing Business As: stuyker market

Company Type: Corporation Partnership _____ Sole Proprietorship _____

Date of Incorporation: 1 / 1 Anticipated Opening: sept 1 / 1 / 2018

Mailing Address: 605 stuyker Ave st paul MN 55107
Street City State Zip

Business Phone: _____ Fax Number: _____

Applicant Information

Applicant Name: Khaled Zeid Ghneim
First Middle Last

Title: owner Date of Birth: 09 / 22 / 1985

Drivers License: 1990247196218 Email: _____
State License #

Home Address: 807 white Bear Ave st paul 55106
Street City State Zip

Cell Phone: 612-913-1104 Alternate Phone: _____

(Continued on back)



CITY OF SAINT PAUL

Department of Safety and Inspections
375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101
Phone: 651-266-8989
Fax: 651-266-9124
Web: www.stpaul.gov/dsi

Personal Affidavit

Personal Information:

Full Name: Abdul Zaid Ghneim
(First) (Middle) (Last)

Previous Name(s): N/A
(include maiden name, also known as (AKA's), "aliases")

Current Address: 807 White Bear Ave St Paul MN 55106
(Number & Street) (City) (State) (Zip)

Home Phone: _____ Cell Phone: 612-913-1104

Date of Birth: 09-22-1965 Drivers License: T99024719621F
(MM/DD/YYYY) State: License Number

Work History:

(Past 5 years)	Company	Title	Dates Employed
	<u>GSH Market</u>	<u>owner</u>	
	<u>State Market</u>	<u>owner</u>	

Previous Addresses:

(Past 5 years)	(Number & Street)	(City)	(State)	(Zip)
<u>N/A</u>				

Criminal History:

Date	State	Conviction(s)
<u>N/A</u>		

Ownership:

(Check all that apply):

<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Officer	<input checked="" type="checkbox"/> Member (LLC Only)	<input type="checkbox"/> Other - Specify _____
<input type="checkbox"/> General Partner	<input type="checkbox"/> Director	<input type="checkbox"/> Financier/Lender	<input type="checkbox"/> Stockholder _____%	

FALSIFICATION OF ANSWERS GIVEN OR MATERIAL SUBMITTED WILL RESULT IN DENIAL OF APPLICATION

I hereby state that I have answered all of the preceding questions and that the information contained herein is true and correct to the best of my knowledge and belief.

CONSENT TO BACKGROUND CHECK

I hereby consent to and authorize the Saint Paul Police Department and the Department of Safety and Inspections (DSI) to use the information I have provided to check criminal histories, arrest and driving records, and warrant information; and for the Police Department to provide these records to DSI and its City Attorney to determine my eligibility for a Class N License. I understand that the information contained in the criminal background investigation is not public, except that it may be conveyed to other law enforcement or licensing agencies. This consent expires one year from the date below.

Applicant Signature: _____ Date: 6/29/18

Subscribed and affirmed before me in the county of _____, State of _____
 this _____ day of _____, 20_____.

Notary Signature: Okay Eric Hunsak
 Commission Expiration: _____

Supplemental Required Information

Are you going to operate this business personally?

Yes: X No: _____

If no, who will operate it?

Operator Name:

First _____ Middle _____ Last _____

Home Address:

Street _____ City _____ State _____ Zip _____

Date of Birth: _____ / _____ / _____

Phone #: _____

N/A

Are you going to have a manager or assistant in this business?

Yes: _____ No: X

If manager is not the same as the operator, please complete the following information:

Manager Name:

First _____ Middle _____ Last _____

Home Address:

Street _____ City _____ State _____ Zip _____

Date of Birth: _____ / _____ / _____

Phone: _____

Please list all other officers of the corporation (Attach another sheet if applicable.)

Officer Name:

First _____ Middle _____ Last _____

Title: _____

Email: _____

Home Address:

Street _____ City _____ State _____ Zip _____

Date of Birth: _____ / _____ / _____

Phone: _____

N/A

Officer Name:

First _____ Middle _____ Last _____

Title: _____

Email: _____

Home Address:

Street _____ City _____ State _____ Zip _____

Date of Birth: _____ / _____ / _____

Phone: _____

Officer Name:

First _____ Middle _____ Last _____

Title: _____

Email: _____

Home Address:

Street _____ City _____ State _____ Zip _____

Date of Birth: _____ / _____ / _____

Phone: _____

FALSIFICATION OF ANSWERS GIVEN OR MATERIAL SUBMITTED WILL RESULT IN DENIAL OF APPLICATION.

I hereby state that I have answered all of the preceding questions and that the information contained herein is true and correct to the best of my knowledge and belief.

[Signature]
Applicant Signature

owner
Title

6/29/18
Date

Zoning Summary Sheet*

B2 zoning OK
MGJ
2/20/18

License ID# (Office Use) _____

In order for the Zoning Administrator to determine the classification of your business and to expedite your license application, this form must be completed and submitted with a floor plan and a site plan which is dimensioned and drawn to scale (see example site & floor plan formats below).

***Zoning approval will not be granted for this license request without this information.**

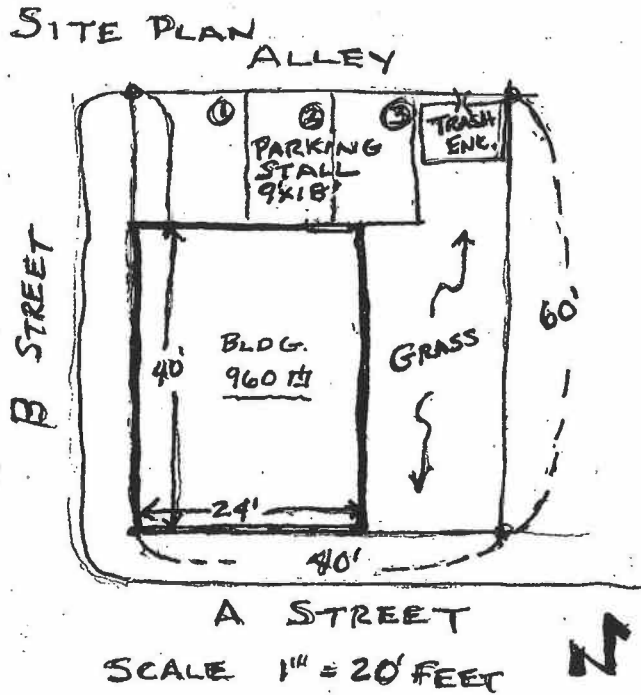
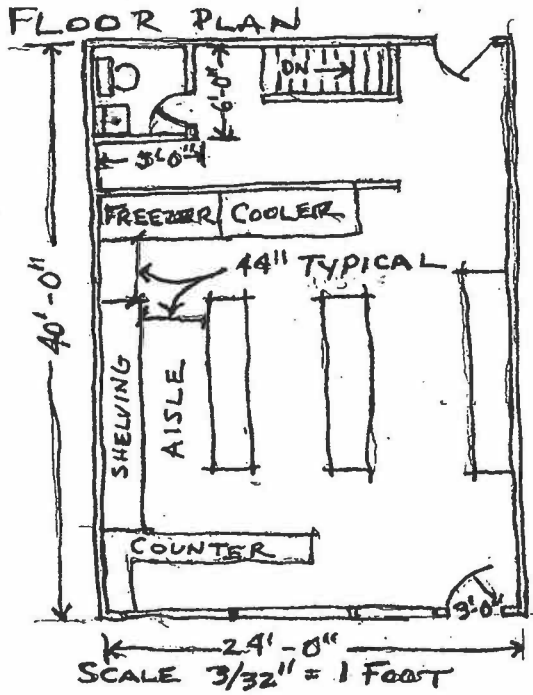
Business Address 605 Stryker ~~Market~~ Ave Business Type Grocery
Street Address

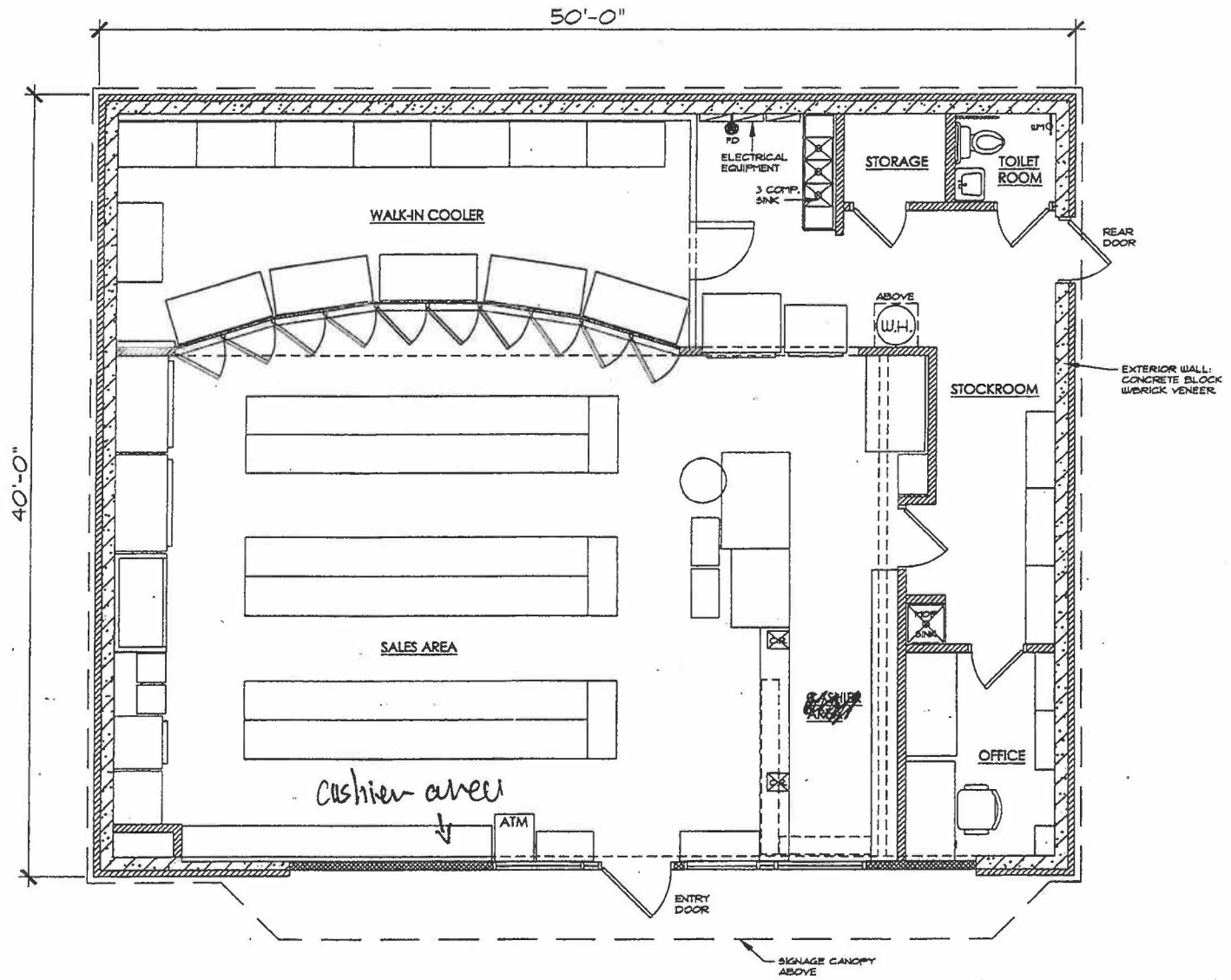
Business Name Stryker Market

Licensee/Owner Name: Khaled Ghneim Day Phone: _____ / _____ - _____
(Responsible Party) First Middle Maiden Last

Please answer questions 1 - 6. You will also need to answer questions 7 - 15 if you are applying for a restaurant license. Contact the zoning inspector at 651-266-9083 if you have questions about the information needed on this form.

<p>1. What is the gross floor area for this business? <u>2400</u> square feet.</p> <p>2. What was the previous use of this space? <u>Grocery</u></p> <p>3. How many off-street parking spaces are provided for this business? <u>8</u></p> <p>4. How many different uses are in the building? <u>1</u></p> <p>5. What are these uses? <u>0</u></p> <p>6. Do you own the property or are you leasing it? <u>Leasing</u></p>	<p>7. Do you intend to have a drive-thru window? ___ yes <input checked="" type="checkbox"/> no</p> <p>8. Will you have a permanent menu board? ___ yes <input checked="" type="checkbox"/> no</p> <p>9. Do you intend to serve liquor? ___ yes <input checked="" type="checkbox"/> no</p> <p>10. Is this a restaurant associated with a Chain or franchised business? ___ yes <input checked="" type="checkbox"/> no</p> <p>11. Will customers pay for their food before consuming it? ___ yes ___ no</p> <p>12. Is a self-service condiment bar proposed? ___ yes ___ no</p> <p>13. Are trash receptacles provided for self-Service bussing? ___ yes ___ no</p> <p>14. Will there be hard finished, stationary seating? ___ yes ___ no</p> <p>15. Are your main course food items Prepackaged ___ or made to order? ___</p>
--	---





1 FLOOR PLAN



ADDENDUM TO LICENSE APPLICATION

CONTAINS NONPUBLIC DATA

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806
(651) 266-8989 Fax (651) 266-9124
www.stpaul.gov/dsi

Please Type or Print In Ink

Licensee's Name: Khaled Ghneim

DBA: Stryker Market

Business Address: 605 Stryker Market Ave

Business Phone: 612-913-1104 Preferred Phone: 612-913-1104

TAX IDENTIFICATION NUMBER

Minnesota Statutes section 270C.72 requires licensing authorities to collect a tax identification number for each license applicant. You may provide one of the following three identification types: a Minnesota Tax Identification Number, a Federal Tax Identification Number (FEIN), or a Social Security Number (SSN).

This data will be provided to the Minnesota Department of Revenue for tax administration purposes and may be used to deny the issuance or renewal of your license in the event you owe Minnesota sales, employer's withholding or motor vehicle excise taxes. Refusal to provide a tax identification number will result in denial of your license application. Under the Federal Exchange of Information Agreement, the Department of Revenue may also supply this information to the Internal Revenue Service.

More information can be obtained from the Minnesota Department of Revenue at 651-296-6181 or www.revenue.state.mn.us.

Tax Identification Number: 4637470 Circle Type: MN Tax Id / FEIN / SSN

PAYMENT INFORMATION

You must pay all applicable fees before your license will be issued. You may pay by cash, check or credit card. Account information will be used to process your payment, either by the City or a third-party service provider. The City will not share nonpublic account information with other individuals or agencies unless required to do so by a court or other competent authority.

CREDIT CARD PAYMENT

Form with checkboxes for American Express, Discover, MasterCard, Visa, Expiration Month/Year, Security Code, and Enter Account Number.

Signature of Cardholder (required for all charges):

If paying by credit card, the above must be fully completed and signed then the entire application faxed to 651-266-9124. If paying by check, make checks payable to the "City of St. Paul" and mail with the completed application.

ANY FALSIFICATIONS OF ANSWERS GIVEN OR MATERIAL SUBMITTED WILL RESULT IN DENIAL OF THIS APPLICATION

I have read and understand this document and provided complete, correct, and truthful information as requested.

Signature (REQUIRED for all applications) Date 6/29/18

Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

BUSINESS NAME (Individual name only if no company name used) <i>Stuyker Manket</i>	LICENSE OR PERMIT NO (if applicable)
DBA (doing business as name) (if applicable)	
BUSINESS ADDRESS (PO Box must include street address) CITY STATE ZIP CODE <i>605 Stuyker Ave St Paul 55107</i>	

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent)		
WORKERS' COMPENSATION INSURANCE POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

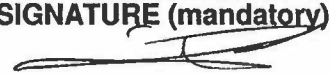
I have no employees.

I have employees but they are not covered by the Workers' Compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____

Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

APPLICANT SIGNATURE (mandatory) 	TITLE <i>owner</i>	DATE <i>8/29/18</i>
--	-----------------------	------------------------

NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198. MN LIC 04 (11/08)



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
St Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

June 29, 2016

A & A Market Llc
6301 Balsam Ln N
Maple Grove MN 55369-6150

To Whom It May Concern:

The building or portion of building identified below has been inspected and is in compliance with applicable code requirements for the occupancy classification and use listed below.

Certificate of Code Compliance

Property Address	605 STRYKER AVE	55107
Property Owner	A & A Market Llc	
Owner's Address	6301 Balsam Ln N Maple Grove MN 55369-6150	
Use of Building	Commercial	
If occupancy is restricted, in the box to the right, describe the portion of the building approved for occupancy or any conditions limiting use of the building:		

Sincerely,

Steve J. Ubl
Building Official

Enclosure

SJU/ml



RECEIPT FOR LICENSE APPLICATION

CITY OF SAINT PAUL

Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Phone: 651-266-8989 Fax: 651-266-9124
www.stpaul.gov/dsi

Date Receipt Printed: Jun 29, 2018

License ID: 20180002288

Received From: STRYKER MARKET LLC
STRYKER MARKET
605 STRYKER AVE
ST PAUL MN 55107

Total Due on this application \$453.00
Other Fees Owed \$0.00
Account Total Amount Due \$453.00
Amount Paid \$453.00
Outstanding Account Balance Due \$0.00

In application for:

Cigarette/Tobacco (1)

Application Date	License Status	License Fee	Amount Paid	Balance on This License
Jun 29, 2018	Pending	\$453.00	\$453.00	\$0.00

Conditions:

There are no conditions placed on this license at this time.

Project Facilitator:

LAWRENCE (LARRY) Z. (651) 266-9083

Inspector(s):

KRISTINA (KRIS) S. License Inspector (651) 266-9110

Unmet Requirements:

Zoning Inspection (651-266-8008)

Property lease or proof of ownership

Floor Plan

This is not a License to operate

NOTICE - The license(s) you have applied for may require you to pay an additional Environmental Health Change of Ownership fee or Environmental Health Plan Review/Remodeling fee. If any of these fees are required, a separate invoice for the amount due will be sent to you.

Business Record Details »

Minnesota Business Name

Stryker Market LLC**Business Type**

Limited Liability Company (Domestic)

MN Statute

322C

File Number

894706800025

Home Jurisdiction

Minnesota

Filing Date

7/10/2016

Status

Active / In Good Standing

Renewal Due Date

12/31/2018

Registered Office Address6301 Balsam Lane
Maple Grove, MN 55369
USA**Registered Agent(s)**

Ahmad Al-Hawwari

ManagerAhmad Al-Hawwari
6301 Balsam Ln N
Maple Grove, MN 55369
USA**Principal Executive Office Address**6301 Balsam Ln N
Maple Grove, Minnesota 55369
United States**Filing History**

Filing History

Select the item(s) you would like to order:

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	7/10/2016	Original Filing - Limited Liability Company (Domestic) (Business Name: Stryker Market LLC)	

Business Record Details »

Minnesota Business Name
A & M Market LLC

Business Type
Limited Liability Company (Domestic)

MN Statute
322C

File Number
2185890-2

Home Jurisdiction
Minnesota

Filing Date
01/17/2007

Status
Active / In Good Standing

Renewal Due Date
12/31/2018

Registered Office Address
6301 Balsam Ln N
Maple Grove, MN 55369
USA

Registered Agent(s)
(Optional) None provided

Manager
Ahmad Al-Hawwari
6301 Balsam Ln N
Maple Grove, MN 55369
USA

Principal Executive Office Address
6301 Balsam Ln N
Maple Grove, MN 55369
USA

Filing History

Filing History

Select the item(s) you would like to order:

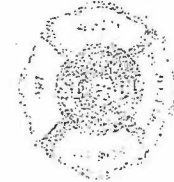
<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	01/17/2007	Original Filing - Limited Liability Company (Domestic)	



FIRE CERTIFICATE OF OCCUPANCY

City of Saint Paul

*Department of Safety and Inspections
Division of Fire Inspection*



This certificate is issued in accordance with SPLC Chapter 40, and other applicable provisions of the Saint Paul Legislative Code.

605 STRYKER AVE

This building is certified for the following occupancy or use : **Mercantile Sales**
Mercantile

Reference Number:
30467

Certificate is issued to:
A & M MARKET, LLC
6301 BALSAM LANE N
MAPLE GROVE MN 55369

This Certificate must be posted in a conspicuous location upon the certified building
Please direct questions to DSI - Fire Inspection Division 651-266-8989.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE") IS MADE June 25 2018 by and between Stryker Market, LLC ("Tenant") and A & M Market, LLC, a Minnesota limited liability company ("Landlord"). In consideration for the rents and covenants hereinafter contained, the parties agree as follows:

1. **Property.**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the real property located at 605 Stryker Avenue, St. Paul, Minnesota 55107 (the "Property").

2. **Use of Property.**

(a) Tenant shall not use or occupy the Property or permit the Property to be used or occupied contrary to any statute, rule, order ordinance, requirement or regulation applicable thereto or in a manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the Property.

(b) Tenant shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses or other authorizations required for its use of the Property.

3. **Term.**

The initial term of this Lease shall be sixty-two (62) months, commencing on July 1, 2018, and terminating August 31, 2023, unless terminated sooner as provided hereinbelow. At each of the first two five-year anniversaries of this Lease, if Tenant in each such instance is not then in default under this Lease, Tenant shall have the option to extend this Lease for an additional five (5) years if Tenant provides Landlord with notice of each such extension at least one hundred twenty (120) days prior to the expiration of the then expiring term.

4. **Rent – Triple Net.**

(a) Commencing on September 1, 2018, Tenant shall pay Landlord an annual rent of \$42,000 payable in equal monthly installments of \$3,500.00 on the first day of each calendar month. In the event that this lease shall commence on a date other than the first day of the month, rent for the first partial month shall be prorated. Beginning on September 1, 2019, and for each lease year thereafter, Tenant shall pay Landlord the prior year's annual rent plus 3.0% increase per year for the Property in equal monthly installments on the first day of each calendar month through the end of the initial term hereunder. If Tenant extends the term of this Lease, as provided herein, Tenant shall pay Landlord an annual rent during the extension with the same 3.0% increase per year for the Property in equal monthly installments on the first day of each calendar month through the term of the extension. For all purposes, this Lease shall be construed as a triple-net lease, and Tenant agrees to pay as Additional Rent for the Property all of Landlord's costs and expenses with respect to the Property while this Lease remains in effect. All such

9. **Insurance.**

(a) Tenant shall keep the Property and any other improvements now or hereafter located on the Property insured against hazard and risks covered by the "all risk" form of coverage in the amount of the replacement cost thereof.

(b) Tenant shall keep the area occupied insured continuously during the term of this Lease by the following kinds of insurance:

- (i) General public liability insurance in a single limit of not less than \$2,000,000 for injury or death to any one occurrence, and for damage to property.
- (ii) Insurance against hazards and risks covered by the "all risk" form of coverage in an amount not less than the full replacement cost of Tenant's leasehold improvements and all of Tenant's other fixtures, equipment and personal property; and
- (iii) Workers' compensation insurance covering all persons employed in connection with any work done on or about the Property and with respect to which death or bodily injury claims could be asserted against Landlord or the Property.

All of the above described insurance shall be written by companies of recognized standing which are authorized to do business in the State of Minnesota. Every such policy shall contain an agreement by the insurer that it will not cancel such policy except upon ten (10) days prior written notice to Landlord and to any mortgagee so required.

10. **Waiver of Subrogation; Mutual Release.**

Landlord and Tenant each shall maintain during the term of this Lease, insurance in respect of each party's property and shall look solely to its own insurer in the event of loss coverable by such insurance. Accordingly, Landlord hereby releases and discharges Tenant of and from any and all liability, loss, damage and expense in respect of the Property, in respect of any risk coverable by said insurance, whether or not arising out of or resulting from any act, omission, or negligence of Tenant, and Tenant hereby releases and discharges Landlord of and from any and all liability, loss, damage and expense in respect of any of Tenant's property located in, on or about the Property, in respect of any risk coverable by said insurance, whether or not arising out of or resulting from any act, omission or negligence of Landlord. In addition, Landlord and Tenant shall each obtain a waiver of subrogation in favor of the other, if such waiver is available, on any policy of casualty insurance carried by such party with respect to the Property or property stored or located therein.

11. **Fire or Other Casualty.**

(a) If the Property are destroyed or damaged by fire, any action of the elements or other casualty, Landlord agrees, with reasonable dispatch after notice thereof, at its own cost and expense, to restore the Property to substantially the same condition as that existing as of the commencement of the

cure would require more than thirty (30) days), then and in such event Landlord shall have the option of (a) curing such default on behalf of and for the account of Tenant, in which case the sum so expended by Landlord plus interest at the rate of twelve percent (12%) per annum shall be deemed to be additional rent and on demand shall be paid by Tenant on the day when rent shall next become payable, or (b) terminating this Lease by serving written notice thereof on Tenant, as well as such other rights and remedies as this lease and the law permits.

15. **Holding Over.**

If Tenant shall remain in possession of the Property after the expiration of the term of this Lease, Tenant shall be a tenant at will on a month-to-month basis, and there shall be no renewal of this Lease by operation of law. During this month-to-month basis Tenant will continue to pay the same amount of rent as in the expiration month of the Lease, however, Landlord has the right to increase the amount of rent at any time and the right to request that the Tenant relinquish the Property within thirty (30) Days. Tenant agrees to give 60 days' written notice to Landlord if he or she intends to relinquish the Property.

16. **Condemnation.**

(a) If the entire Property shall be condemned, or sold under threat of condemnation, then this Lease shall terminate as of the date title shall vest in the condemner, and any prepayment of rent by Tenant shall be refunded on a pro rate basis, and the parties hereto shall be released from any further obligations hereunder.

(b) If a substantial part of the Property, or a portion thereof which impairs Tenant's use of the entire Property for the business then conducted thereon, shall be taken, either Landlord or Tenant may terminate this Lease upon not less than thirty (30) days' notice in writing to the other party of its intention to do so, and upon the date so set forth in the notice, this Lease shall terminate in the same manner and with the same effect as if said date were fixed herein for the expiration of the term.

(c) In the event of taking or condemnation of part of the Property, and if this Lease is not terminated by Tenant or Landlord as provided above, then Landlord shall, at its own cost and expense, make all necessary repairs or alterations so as to constitute the remaining Property a complete architectural unit, and the basic rent and other charges to be paid by Tenant hereunder shall be adjusted so that Tenant shall be required for the remainder of the term, to pay rent only for the actual square footage of the Property remaining after condemnation.

17. **Subordination.**

This Lease and all payments required hereunder shall be subject and subordinate to any mortgages, trust deeds or ground leases now or hereafter placed upon the Property, and to any advances made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof.

if Tenant exercises such right of first refusal, with the actual time to close the longer of: 1) ninety (90) days; or 2) the number of days provided to close on said bona fide offer. In the event the Tenant fails to notify Landlord of Tenant's intent to purchase the Property or if Tenant fails to close on the Purchase of the Property, this right shall lapse. The right of first refusal provided to Tenant in this Section 24 is exclusive and non-assignable and exists solely for the benefit of the named parties hereto. Should Tenant attempt to assign, convey, delegate, or transfer the right of first refusal without the Landlord's express written permission, any such attempt shall be deemed null and void.

25. **Commission.**

No real estate commissions or any other commissions shall be paid in connection with this transaction.

26. **Recoding of Agreement.**

Tenant shall not record this Lease on the Public Records of any public office without the express and written consent of Landlord.

27. **Acknowledgements.**

The parties are executing this Lease voluntarily and without any duress or undue influence. The parties have carefully read this Lease and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Lease.

28. **Timing.**

Time is of the essence in this Lease.

[remainder of page intentionally blank]