

Minnesota Business and Lien System, Office of the Minnesota Secretary of State

Business Record Details »

Minnesota Business Name

MAYPOP SALES & SERVICES

Business Type
Assumed Name**MN Statute**
333**File Number**
4039825-2**Home Jurisdiction**
Minnesota**Filing Date**
10/29/2010**Status**
Active / In Good Standing**Renewal Due Date**
10/29/2020**Registered Agent(s)**
(Optional) None provided**Principal Place of Business Address**1576 E Hoyt Ave
St Paul, MN 55106
USA**Nameholder**

Benjamin Taylor Helberg

Nameholder Address

1576 E Hoyt Ave, St Paul, MN 55106

Filing History

Filing History**Select the item(s) you would like to order:** Order Selected Copies

- | <input type="checkbox"/> | Filing Date | Filing | Effective Date |
|--------------------------|-------------|--------------------------------|----------------|
| <input type="checkbox"/> | 10/29/2010 | Original Filing - Assumed Name | |

INDUSTRIAL BUILDING LEASE

| <u>Date of Lease:</u> | <u>Term of Lease:</u> | | <u>Monthly Rent</u> |
|-----------------------|-----------------------|-------------------|--|
| 5-1-13 | Beginning 5-1-13 | Ending 4-30-18 | \$3,000 Three thousand, and NO/100. |

*May and June 2013 rent \$2,500 each month, July 2013-April 2014 Rent \$3,000 each month.

*2% Rent Increase on May 1 of each year.

Location of Premises: Approximately 17,000 sq. ft. at 2554 Como Ave. St. Paul, MN 55108

*Benji Helberg will retain full use of North Stars offices and the Southwest Bay on Martels side.

Purpose: Shop, Warehouse, Office

Lessee: Benji Helberg
2554 Como Ave.
St. Paul, MN 55108

Lessor: Danford, LLC
P.O. Box 1015
Lakeville, MN 55044

MAIL ^{WENT TO} → 600 Inwood Ave N.
Suite 230
Oakdale, MN 55128

Mailing by U.S. registered mail to the above addresses whether accepted or not shall be considered legal service of any document.

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, solely for the above purpose the Premises designated above (the "Premises"), together with the appurtenances thereto, for the above term.

1. **RENT:** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or other such address as Lessor may designate in writing.

2. **CONDITION AND UPKEEP OF PREMISES:** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof has been made by Lessor or its agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality; and will keep the Premises in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease in any way, will yield up the Premises to Lessor, in good condition and repair, ordinary wear and tear expected, and will deliver the keys therefore at the place of payment of said rent. Lessee shall be liable for any excessive deterioration above normal wear and tear on Premises due to its specific use. Lessor will be responsible for structural parts of the building including roof, foundation, floor and structural walls. Lessee shall maintain plumbing, electrical and HVAC systems, maintaining sufficient heat to prevent plumbing from freezing, and all point of use utilities. Lessee will furnish bathroom supplies as needed for use by its employees and will be responsible for cleaning bathroom facilities. Lessee will pay 0% of snow removal chargers as billed per year for this property. Lessor will be responsible for any and all common utilities traversing the leased space unless repair is needed due to tenants negligence.

3. **LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT:** Lessee will not allow the Premises to be occupied in whole, or in part by any other person, and will not sublet the same or any part thereof, not assign this lease without in each case the written consent of the Lessor first hand, and Lessee will not permit any transfer by operation of

automatic eviction occurs, with no further notice need be given Lessee. All responsibilities of Lessee remain including rent payment until water bill is paid. Lessor at Lessor's option may take possession of the Premises, re-rent and collect rent from others at the same time Lessee is being charged for the same space. Tenant agrees to maintain heat at adequate levels within the space over the winter months to keep the pipes from freezing.

8. KEEP PREMISES IN REPAIR: Lessor shall not be obliged to incur any expenses for repairing any improvements upon said demised Premises or connected therewith, and the Lessee at Lessee's own expense will keep all improvements in good repair (injury by fire or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition; and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall constitute additional monthly rent immediately due from and payable by Lessee to Lessor.

9. ACCESS TO PREMISES: Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting same, or to make any needed repairs or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with same.

10. ABANDONMENT AND RELETTING: If rent is unpaid for 60 days and Lessee's property remains on the Premises, Lessee agrees that such property is abandoned. Lessor may then dispose of the materials in any way Lessor sees fit and may charge Lessee for the disposal and for Lessor's expenses. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be relet by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such reletting To satisfy the rent hereby agreed upon. Lessee agrees to satisfy and pay all such deficiency monthly during the remaining period of this lease.

11. HOLDING OVER: Lessee will give notice of intent to renew or not renew this lease 60 days prior to termination date of lease. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing to do so, will pay as liquidated damages, for the whole time such possession is withheld, the sum of \$100.00 dollars per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance, of tenancy, operate as a waiver of the right of Lessor to terminate this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

12. RE-ENTRY: If default be made in the payment of the above rent for a period of 10 days, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee not cured within 30 days after written notice, Lessor, at any time thereafter at Lessor's election, without notice, may declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any person occupying the same, without prejudice to any remedies which might otherwise be available to Lessor to collect unpaid rent.

13. FIRE AND CASUALTY: In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at Lessor's option, terminate this lease, or repair the Premises within 60 days, and failing to do so, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and terminate without further liability of either party hereto to the other party. Rent shall abate during such repair period.

expiration of either the original term or any renewal term, such possession shall not be deemed or construed to be a renewal or extension of this lease, but shall only operate to create a month to month tenancy which may be terminated by the Lessor at the end of any month upon 30 days prior written notice to the Lessee. During such month to month tenancy, rent shall be payable at the same rate as that in effect during the last month of the term of this lease, and all other provisions of this lease shall be applicable.

20. DELINQUENT PAYMENTS: In the event Lessee is five or more days delinquent in the payment of any rental installment, then Lessee shall pay the Lessor as additional rent for foresaid month, a sum equal to Twenty Five Dollars (\$25.00) for each day during the period said rental installment is delinquent. Said period to be computed from the first day of the month in which the rental installment is due, and to end on the date said rental installment is actually paid. If the Lessee presents a check to Lessor that is ultimately returned for non-sufficient funds (NSF) then Lessor may require that all future payments be made by way of cashiers check or certified funds.

21. USE OF PREMISES: The Lessee understands and agrees that Lessor makes no warranties or representations as to any current or contemplated use of the Premises by the Lessee. This Lease shall remain in full force and effect, and Lessee shall be liable for all rent due hereunder, regardless of any future changes in (a) zoning of the Premises (b) permitted uses of the Premises (c) licensing or failure to license with respect to the Premises (d) any changes in any laws, regulations, or ordinances affecting the Premises or (e) any other action or inaction on the part of any governmental body which affects the Lessee's use of Premises. The Premises shall be used solely by Lessee for the lawful purposes stated above. Lessee shall not use the Premises for any unlawful purpose or permit any nuisance to exist thereon. Lessee will be responsible for the actions of its customers, employees, or invitees while on the Premises and will hold Lessor harmless as a result of their actions. Lessee shall not interfere or create a nuisance to Lessor's other tenants. Moreover, Lessee shall comply with all federal, state, and local laws and regulations and shall not utilize or store any illegal substance, pollutant, contaminant, hazardous waste, or substance on the Premises. There shall not be allowed on the Premises any inflammable or explosive liquids or materials save such as may be necessary for business use and in such case, any such substances shall be delivered and stored in amount and used in accordance with the rules and applicable Board of Underwriters and statutes and ordinances now or hereafter in force. If Lessor's insurance cost is increased due to the Lessee's occupancy, Lessee will pay the cost of the increase due to its use or occupancy as additional rent. Lessee shall not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances.

22. EMINENT DOMAIN AND CONDEMNATION: If the demised Premises or any part thereof are condemned, or sold by Lessor under threat of condemnation for a public use, the entire compensation awarded therefore, both leasehold and reversion shall belong to Lessor, and Lessee hereby assigns, transfers and sets over to Lessor such award and claim; provided, however, that nothing herein is intended to preclude Lessee from claiming from the condemning authority and being awarded such damage as it may legally be entitled to recover.

If the entire demised Premises shall be taken, then this lease shall terminate as of the date title shall vest in the condemner and any prepayment by Lessee shall be refunded on the pro rata basis, and the parties hereto shall be released from any further obligations hereunder.

If a substantial part of the demised Premises or a portion thereof which impairs the Lessee's use of the Premises for the business conducted thereat shall be taken, either Lessee or Lessor may terminate this lease upon not less than 30 days notice in writing to the other 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.

27. INSURANCE ESCULATOR: If due to Lessee's use or occupancy Lessor's insurance cost is increased, Lessee will pay for the cost of the increase due to Lessee's use or occupancy as additional rent.

28. CRANE: Lessee has requested that Lessor permit Lessee to use a crane and related equipment (the "Crane" installed in the premises; and WHEREAS, Lessor is willing to permit Lessee to use said crane, at no additional charge to Lessee, provided that Lessee assumes all obligations and liability with respect to Lessee's use of said crane.

How Therefore, The parties hereto agree as follows:

1. Lessor hereby agrees to permit Lessee to utilize the crane at no additional charge to Lessee. Lessee acknowledges and understands that the crane has not been used for several years and that Lessor has no knowledge or information with respect to the condition of the crane, with respect to the safety of the crane, and/or with respect to whether the condition of the crane complies with federal, state and local statutes, ordinances, rules and regulations ("Laws").

2. Lessee acknowledges that Lessee has had full opportunity to inspect the Crane and accepts the Crane in its "AS IS" condition, subject to Lessee's obligation to make necessary repairs and perform necessary maintenance to the Crane as provided in Paragraph 3 below. Lessee acknowledges that the Crane has not been used for several years and understands that Lessee's use of the Crane is at Lessee's sole risk, and Lessee agrees to be solely responsible therefore. Lessor makes no warranties or representations of any kind, express or implied, as to the condition of the Crane and makes no warranties of merchantability and/or fitness for a particular purpose, all of which warranties, express or implied, are hereby expressly disclaimed.

3. Prior to using the Crane, Lessee agrees to inspect the Crane and make all repairs necessary to cause the Crane to comply in all respects with all Laws applicable to the Crane.

4. Lessor shall be free from all liability and claims for damages by reason of any injuries to any person or persons or property on or about the Premises, and/or in any way caused by the Crane and/or Lessee's operation or use thereof. Lessee shall defend, indemnify and hold Lessor harmless from all liability, loss, costs and obligations, including reasonable attorney's fees, on account of or arising out of any such liabilities and claims for damages.

5. Prior to using the Crane, Lessee shall provide Lessor with sufficient evidence that Lessee's use of the Crane is covered by Lessee's insurance policies, and shall provide Lessor with written evidence from Lessee's insurance company specifically stating that use of the Crane by Lessee is covered under such policy and that Lessor is also covered as additional insured and loss payee with respect thereto.

6. Lessee's right to use the Crane may be withdrawn by Lessor at any time, at Lessor's sole option.

7. Except as set forth herein, the Lease shall remain in full force and effect according to its terms.

8. Maypop Tires and Mastel Truck Repair agree to share use, repair, maintenance, and responsibility of the Crane.

Zoning Summary Sheet*

Date: 4/28/15

License ID# (Office Use) _____

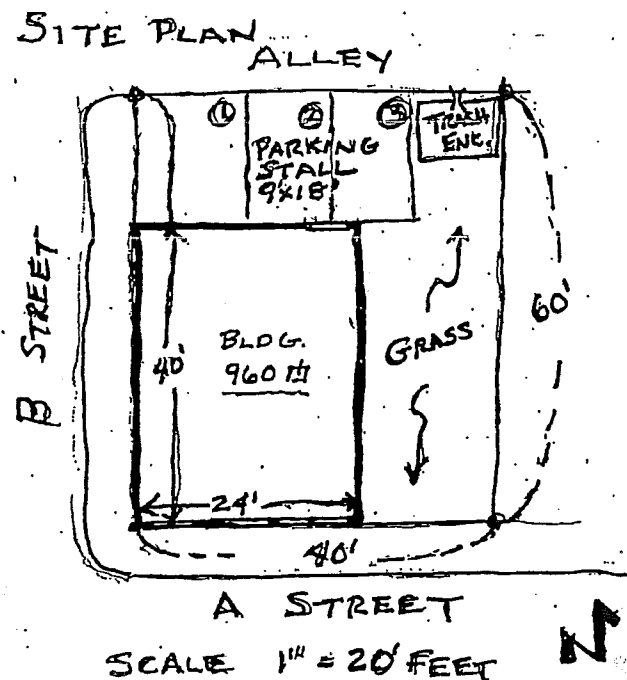
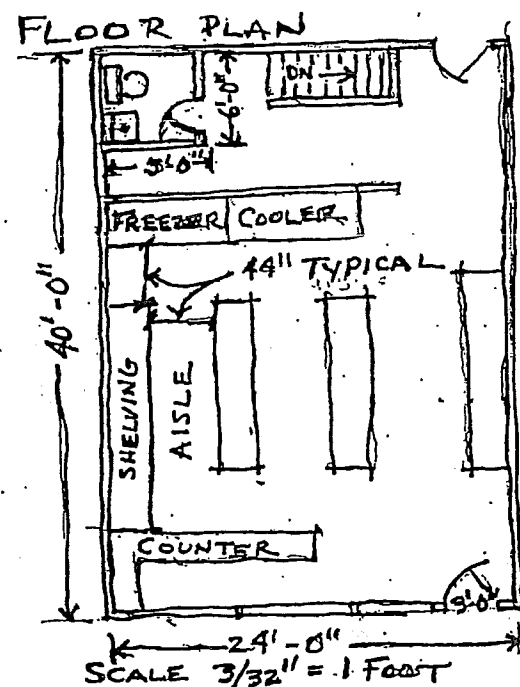
In order for the Zoning Administrator to determine the classification of your business and to expedite your license application, this form must be completed and submitted with a floor plan and a site plan which is dimensioned and drawn to scale (see example site & floor plan formats below).

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

Business Address 2554 Como Ave. Business Type Tire, auto parts
Street Address
 Business Name May Pop Sales & Services
 Licensee/Owner Name: Benjamin Taylor Holcomb Day Phone: 651-785-4659
(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.

| | |
|--|---|
| 1. What is the gross floor area for this business? <u>17,500</u> square feet. | 7. Do you intend to have a drive-thru window? ___ yes <u>1</u> no |
| 2. What was the previous use of this space? <u>Rigging Company</u> | 8. Will you have a permanent menu board? ___ yes ___ no |
| 3. How many off-street parking spaces are provided for this business? <u>10</u> | 9. Do you intend to serve liquor? ___ yes <u>1</u> no |
| 4. How many different uses are in the building? <u>2</u> | 10. Is this a restaurant associated with a Chain or franchised business? ___ yes ___ no |
| 5. What are these uses? <u>Lumber yard</u> | 11. Will customers pay for their food before consuming it? ___ yes ___ no |
| 6. Do you own the property or are you leasing it? <u>Lease</u> | 12. Is a self-service condiment bar proposed? ___ yes ___ no |
| | 13. Are trash receptacles provided for self-service bussing? ___ yes ___ no |
| | 14. Will there be hard finished, stationary seating? ___ yes ___ no |
| | 15. Are your main course food items Prepackaged ___ or made to order? ___ |



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>May Pop Snow Services</i> | LICENSE OR PERMIT NO (if applicable) |
|--|--------------------------------------|

DBA (doing business as name) (if applicable)

| | | | |
|---|----------------------------|-------|--------------------------|
| BUSINESS ADDRESS (PO Box must include street address) <i>2554 Como Ave S</i> | CITY <i>ST. PAUL MN</i> | STATE | ZIP CODE <i>55109</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:

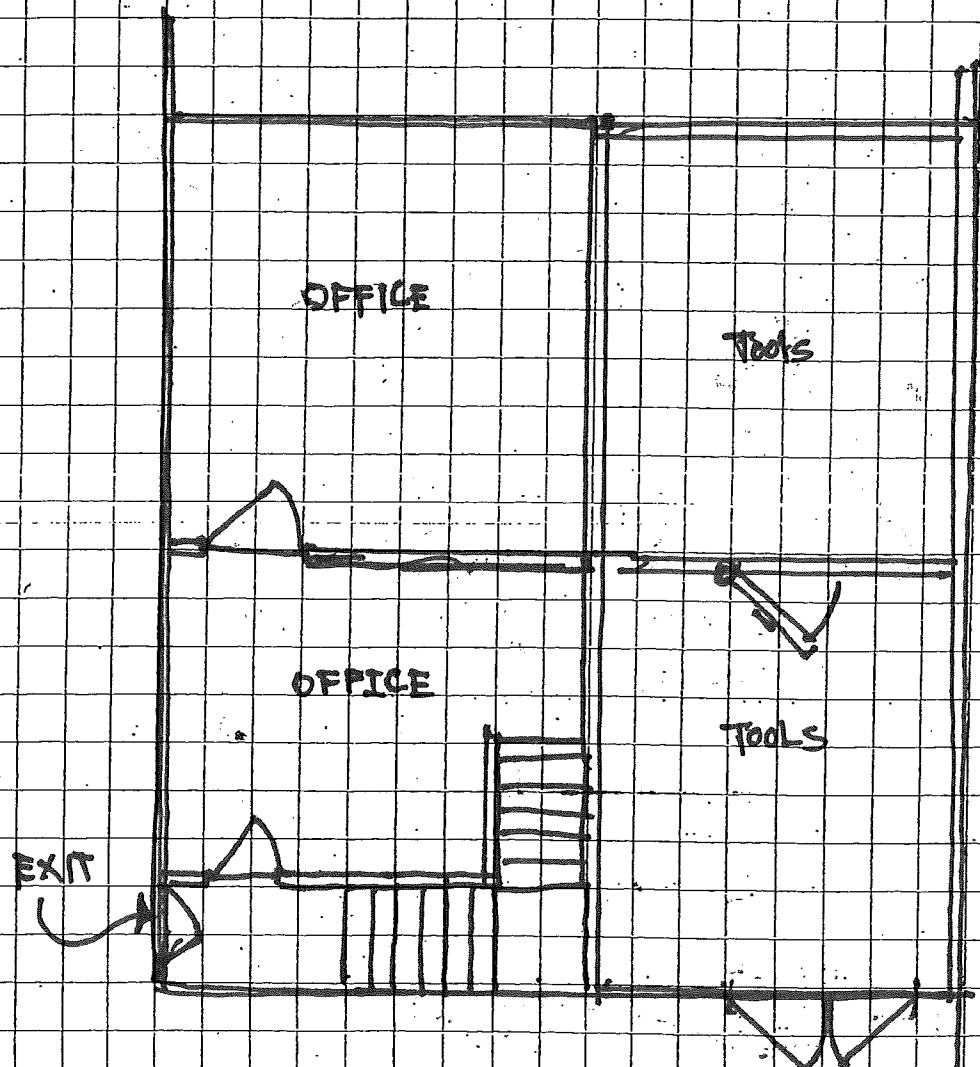
I certify that the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify that I am authorized to sign on behalf of the business.

| | | |
|--|---------------------|------------------------|
| APPLICANT SIGNATURE (mandatory) <i>Ben Ault</i> | TITLE <i>CEO</i> | DATE <i>4/28/15</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.

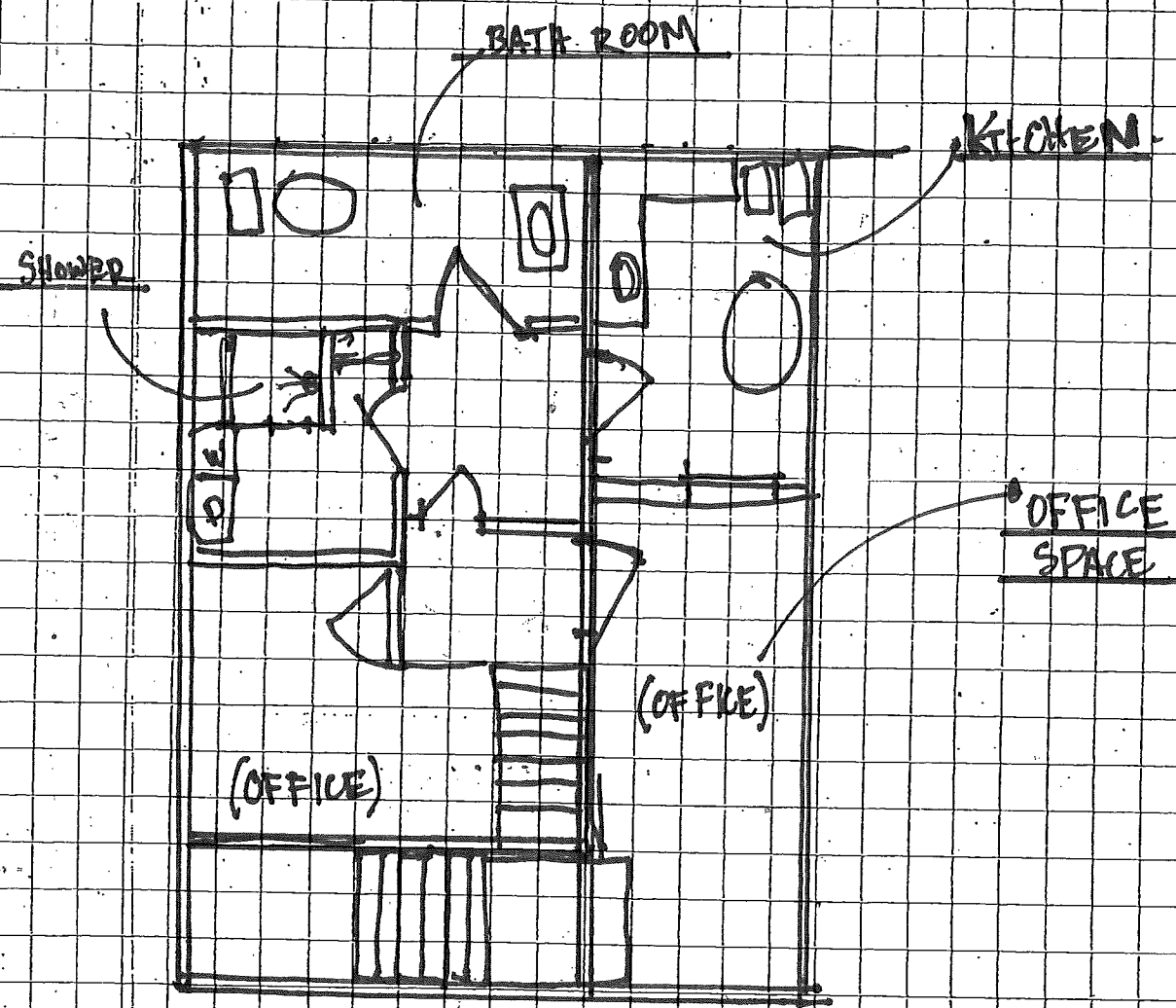
This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.

DETAIL: (A)



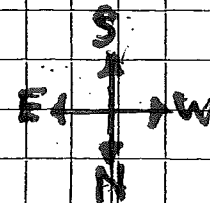
FIRST FLOOR PLAN

DETAIL: (B)

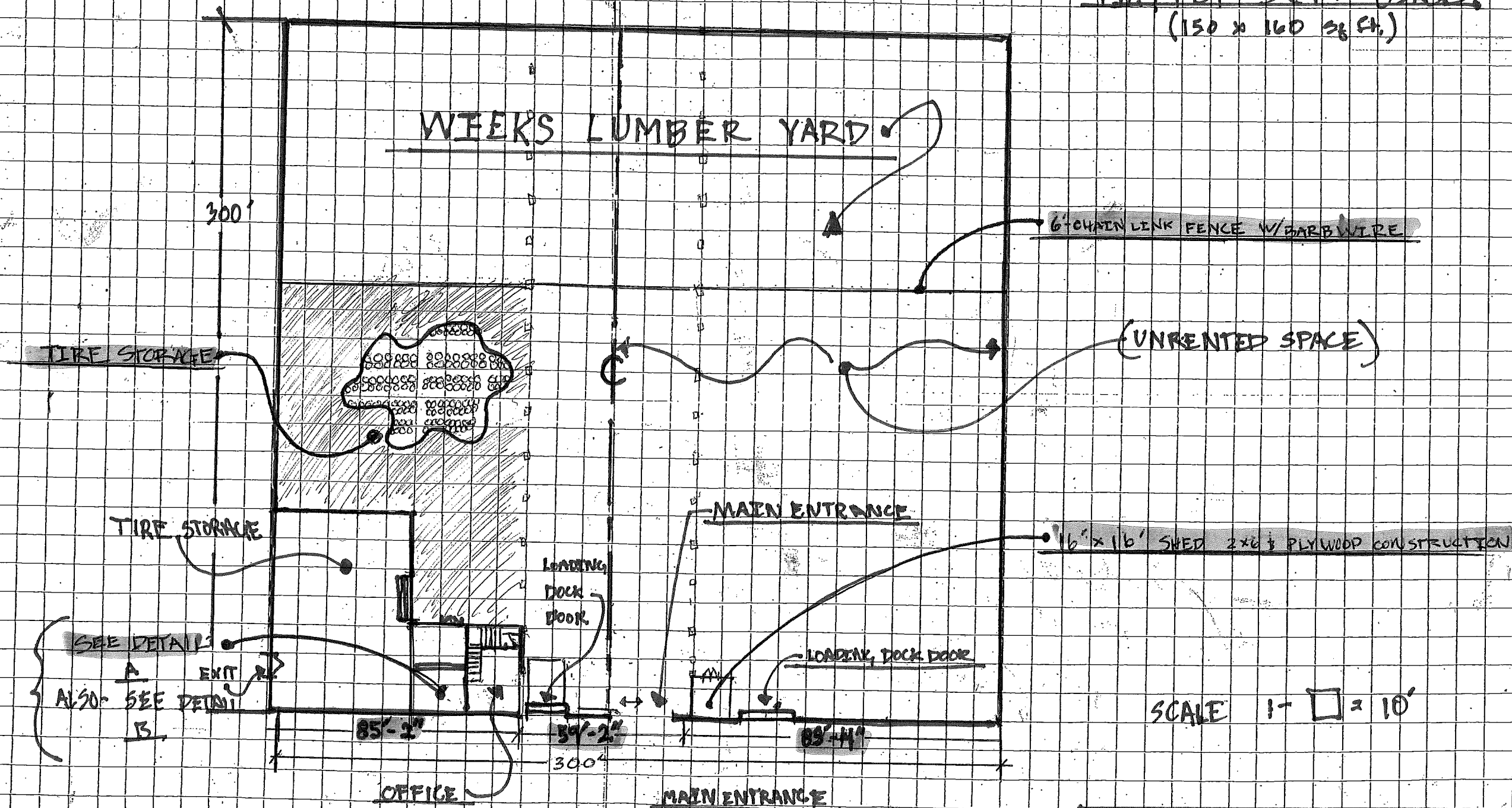


SECOND FLOOR PLAN

TOP ELEVATION



MAY POPT SQ. FT. USAGE:
(150 x 160 sq ft.)



SCALE 1" = 10'

FOR: MAYPOPT TIRES SALES AND SERVICE
2554 COMO AVE. STE 1
ST. PAUL, MN 55108-1283

OWNER: BENJAMIN HELBERG