

Valvoline

LEASE AGREEMENT

THIS LEASE AGREEMENT (this Agreement), is made and entered into this 20th day of March, 2017, by and between, ADE Leasing, LLP a Minnesota limited Partnership with a mailing address of 4555 Erin Drive, Suite 120, Eagan, MN 55122, Daytime Telephone 952-898-0230, ("LESSOR"), and Valvoline Instant Oil Change, a business of Valvoline LLC, a Delaware limited liability company, with a mailing address of 3499 Blazer Parkway, Lexington, KY 40509, Attention: Real Estate Department, ("COMPANY"),

WITNESSETH:

In consideration of the rentals and mutual covenants stated in this Agreement, LESSOR hereby rents, demises and leases unto COMPANY land located at 650 Snelling Ave., St Paul, MN 55104; and more particularly described on Exhibit A, which is attached hereto and made a part hereof, together with all buildings, improvements and appurtenances located on such land and all right, title and interest of LESSOR in and to all roads and ways included in such land, and together with the personal property, if any, located on such land (the "Premises"), on the terms and conditions set forth below:

1. **TERM.** Subject to the conditions of Section 20 hereof, the Initial Term of this Agreement shall begin on the earlier of the date COMPANY opens a store on the Premises for business, or 90 days after March 1, 2017 (the "Commencement Date") and continue for a period of (15) years, unless this Agreement is earlier terminated. As soon as the Commencement Date has been established the parties hereto shall execute and deliver a Memorandum of Lease in recordable form stating the Commencement Date and Termination Date of this Agreement.

2. **EXTENSIONS.** (a) LESSOR hereby grants to COMPANY the right to extend this Agreement for (3) additional consecutive Extended Terms of (5) years each, upon the same terms and conditions set out in this Agreement.

(b) In the event this Agreement has not been earlier terminated or canceled, this Agreement may be renewed for each of such additional Extended Terms, if Company is not in default under this Agreement and COMPANY gives LESSOR written notice, at least one hundred twenty (120) days before the end of the Initial Term or any Extended Term, that COMPANY intends to renew this Agreement beyond the end of such Initial or then-applicable Extended Term.

3. **POSSESSION.** LESSOR shall deliver possession of the Premises to COMPANY on March 1, 2017 free, clear and discharged of possession or the right of possession by any other person.

4. **RENT.** Upon the Commencement Date, COMPANY shall pay or cause to be paid to LESSOR as rental per calendar month, payable in advance, as follows:

<u>Lease Years</u>	<u>Monthly Base Rent</u>
Years 1 through 5	\$5,250.00
Years 6 through 10	\$5,655.74
Years 11 through 15	\$6,092.84
1st Option Period	\$6,563.72
2 nd Option Period	\$7,070.99
3 rd Option Period	\$7,617.46

COMPANY shall pay or cause to be paid such rentals to LESSOR by an electronic funds transfer arrangement with LESSOR and COMPANY's financial institution for the automatic withdrawal of funds from COMPANY's account to LESSOR and which sums will be withdrawn on the first day of each month. In the event a Term of this Agreement begins on a day other than the first day of a calendar month or ends on a day other than the last day of the calendar month, the rental due hereunder for such calendar month shall be prorated.

5. **USE.** COMPANY shall use the Premises as a quick oil change, lubrication and automotive service center in accordance with plans and specifications acceptable to COMPANY and approved by LESSOR and which approval shall not be unreasonably withheld or delayed. COMPANY shall be entitled to remove, remodel, construct or reconstruct any buildings or improvements which COMPANY deems necessary or appropriate for such use.

6. **REMOVAL OF PROPERTY.** At the expiration or earlier termination or cancellation of the Agreement, COMPANY shall remove all personal property, temporary alterations, hardware and trade fixtures erected or installed by COMPANY; If COMPANY fails to remove such items, LESSOR may do so at COMPANY'S expense, which COMPANY shall reimburse LESSOR upon demand. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Premises. Personal property remaining on the Premises at the expiration, termination or cancellation of this Agreement shall be deemed abandoned, and become the property of LESSOR and LESSOR may dispose of the same as LESSOR deems appropriate. Provisions of this Section shall survive the expiration or earlier termination or cancellation of this Agreement.

7. **RIGHT OF TERMINATION.** Without limiting COMPANY's rights under this Agreement, COMPANY shall have the right to terminate this Agreement at any time during the continuance of this Agreement by giving ninety (90) days' written notice to LESSOR:

(a) If COMPANY is unable to obtain or maintain any zoning, building permits, special use permits, licenses or other authorizations deemed necessary or appropriate by COMPANY for the construction, reconstruction, installation, operation and maintenance of the Premises for the uses permitted under Section 5 hereof, according to plans and specifications acceptable to COMPANY; or

(b) If any highway, road or street upon which the Premises abut shall be relocated so as to deny access to the Premises.

8. **CONDEMNATION.** (a) If, during the Initial Term hereof or any Extended Term, the whole Premises be taken under the power of eminent domain, all rights and duties of the parties hereunder to be exercised or performed subsequent to such taking shall forthwith terminate, except as provided in Section 8(b) hereof. If only a part of the Premises be so taken, COMPANY shall have the option, in its sole discretion, at any time thereafter, to terminate this Agreement upon thirty (30) days prior written notice to LESSOR and, unless and until so terminated, the monthly rental to be paid by COMPANY shall, after possession is taken by the condemning authority, be reduced by an amount which bears the same ratio to the then-current rental hereunder as the area taken bears to the original area of the Premises.

(b) Nothing herein provided shall be construed as a waiver or release of COMPANY's right to receive compensation for any taking of or damage to its leasehold interest, including without limitation any improvements placed upon the Premises by COMPANY, caused by or resulting from the exercise of the power of eminent domain. LESSOR shall notify COMPANY promptly of any eminent domain proceeding brought to acquire the whole or any part of the Premises and shall introduce in each and every proceeding, leading or believed to be leading to a taking of the whole or any part of the Premises, all admissible evidence bearing on the value of COMPANY's leasehold interest that may be supplied to LESSOR by COMPANY for such purpose, and shall, to the extent possible, permit COMPANY to participate on its own behalf in any such action. Any award made in any such proceeding for the taking of the whole or any part of the Premises and/or as damages to the remainder of the Premises, if any, shall be apportioned between LESSOR and COMPANY in such manner as they may agree upon in writing or, in the absence of such an agreement, in such manner as shall have been ordered under the final order of a court in an appropriate proceeding.

9. **DESTRUCTION.** (a) If all or a substantial portion of the Premises is totally destroyed by fire or other casualty, or if the Premises is damaged so that rebuilding cannot reasonably be completed within one hundred eighty (180) working days after the date of written notification by COMPANY to LESSOR of the destruction, this Agreement shall terminate at the option of COMPANY by written notice to LESSOR within sixty (60) days following the occurrence, and the rent shall be abated for the unexpired portion of the Agreement effective as of the date of the written notification.

(b) If the Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within one hundred eighty (180) working days from the date of written notification by COMPANY to LESSOR of the destruction, this Agreement shall not terminate, and COMPANY shall proceed with reasonable diligence to rebuild or repair the Premises or other improvements to substantially the same condition in which they existed prior to the damage. If the Premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act of negligence of COMPANY, its agents, employees, invitees or those for whom COMPANY is responsible, the rent payable under this Agreement during the period for which the Premises are untenable shall be adjusted to such an extent as may be fair and reasonable under the circumstances.

10. **MORTGAGE OF COMPANY'S INTEREST.** (a) COMPANY shall have the right, from time to time, to convey or encumber by one or more mortgages, deeds of trust or other security instruments, all or any part of its leasehold interest hereunder. COMPANY shall notify LESSOR in writing of the name and address of each mortgagee, trustee or other holder of any such security interest. COMPANY may substitute one mortgagee, trustee or other holder in the place of another, provided notice thereof is given to LESSOR. After LESSOR has received notice of the existence of a mortgage or other encumbrance of COMPANY's interest, LESSOR shall not declare any default hereunder or exercise any rights or remedies in the event of default with respect to the Premises until LESSOR shall have given written notice of the default to each mortgagee, trustee or other security holder as to whom LESSOR has been notified by COMPANY, as provided above. The mortgagee, trustee or other security holder shall have the same rights as COMPANY hereunder commencing upon receipt of such notice.

(b) Any notice required to be given by LESSOR under this Section shall be in writing and shall be given in the same manner, and with the same effect, as is provided for the giving of other notices hereunder. Such notice shall be given to the person, firm or corporation entitled to such notice at the last address supplied by COMPANY or the person, firm or corporation to which the notice is required to be given.

11. **TAXES.** COMPANY shall pay all real estate taxes levied or assessed against the Premises during the term of this Agreement; provided, however, that the real estate taxes for the years during which the Agreement shall commence or terminate shall be prorated between LESSOR and COMPANY from the first day of the tax year to the date of commencement or termination or expiration of this Agreement. COMPANY shall pay all special assessments against the Premises for local improvements, provided that such special assessments are both levied and payable during the term of this Agreement. To the extent that such special assessments are payable in installments extending beyond the termination, expiration or cancellation of the term of this Agreement, COMPANY shall be required to pay only those installments which are required to be paid prior to the termination, cancellation or expiration of the term hereof.

12. **UTILITIES.** COMPANY shall pay for all water, gas, electricity and other utilities used on the Premises during the continuance of this Agreement.

13. **MECHANIC'S LIENS.** COMPANY shall not do or suffer anything to be done whereby LESSOR's fee interest in the Premises may be encumbered by any mechanic's lien. COMPANY shall, whenever and as often as any mechanic's lien is filed against such interest, which purports to attach to LESSOR's fee interest and to be for labor performed or material furnished to COMPANY, discharge the same of record within thirty (30) days after the date of filing or contest the same in good faith and indemnify LESSOR against any loss, cost or damage resulting therefrom. NOTICE IS HEREBY GIVEN THAT LESSOR SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED TO COMPANY AND THAT NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE REVERSIONARY OR OTHER ESTATE OR INTEREST OF THE LESSOR IN AND TO THE PREMISES.

14. **INDEMNITIES/INSURANCE.** (a) LESSOR shall indemnify, defend and hold harmless COMPANY, its parent, subsidiaries and related companies and their directors, officers, employees and agents, from and against any loss, cost, claim, damage, liability, penalties, interest, taxes or other expenses, including without limitation, any expense for remediation of environmental contamination existing on the Premises which results from or arises out of occurrences on or at the Premises or possession or use of the Premises prior to the beginning of the Initial Term of this Agreement, except any such loss, cost, claim, damage, liability or expense which results from or arises out of the fault or negligence of COMPANY or COMPANY's employees, agents or servants.

(b) COMPANY shall indemnify and hold harmless LESSOR from and against any loss, cost, claim, damage, liability, penalties, interest, taxes, reasonable attorneys' fees or other expense including any expense for remediation of environmental contamination placed on the Premises by COMPANY, by any employee of COMPANY or any third person which results from or arises out of the occupancy or use of the Premises by COMPANY, its employees, agents or servants, after the beginning of the Initial Term of this Agreement, except any such loss, cost, claim, damage, liability or expense which results from or arises out of the fault or negligence of LESSOR, or LESSOR's employees, agents or servants. The provisions of this Section 14 (a) and (b) shall survive the termination, cancellation or expiration of this Agreement.

(c) At all times during the Initial Term of this Agreement or any applicable Extended Term, COMPANY shall, at its sole cost and expense, maintain in full force and effect insurance protecting COMPANY and LESSOR, and their respective agents, and any other parties designated by LESSOR from time to time, with terms and coverages at all times satisfactory to LESSOR as follows:

(i) Commercial general liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, including contractual liability insuring the indemnification provisions contained in this Agreement, naming LESSOR, or LESSOR'S mortgagee, if applicable, as additional insureds, such insurance to afford protection to the limit of not less than One Million (\$1,000,000.00) for each occurrence and annual aggregate.

(ii) Workers compensation insurance, as required to meet the applicable laws of the State in which the Premises is located.

(iii) At all times when any work is in process in connection with any change or alteration being made by COMPANY, COMPANY shall require all contractors and subcontractors to maintain the insurance described in (i) and (ii) above. LESSOR will be added as additional insured to such policies, and evidence of same shall be delivered to LESSOR.

(iv) Property insurance on an "all risk" basis (including sprinkler leakage, if applicable) for the full replacement cost of all additions, improvements and alterations to the Premises and of all office equipment, furniture, trade fixtures, merchandise and all other items of COMPANY'S property on the Premises. COMPANY agrees to have such insurance policies endorsed to provide for a waiver of subrogation against LESSOR by the insurance carrier.

(v) COMPANY shall, prior to the Commencement Date hereof and prior to the expiration of any policy, furnish LESSOR certificates evidencing that all required insurance is in force and providing that such insurance may not be canceled or changed without at least thirty (30) days' prior written notice to LESSOR and COMPANY (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior notice shall be provided).

(d) COMPANY will conduct an environmental audit on the Premises that will establish the baseline environmental condition of the Premises (the "Baseline Condition") as of the Commencement Date. The Baseline Condition will be documented in the form attached hereto as Exhibit B. COMPANY will cover the costs of the environmental testing and site assessment work necessary to establish the Baseline Condition. LESSOR will cover the costs of LESSOR's representatives in establishing and documenting the Baseline Condition.

15. **COMPLIANCE WITH LAW.** COMPANY shall comply with all applicable and lawful governmental statutes, ordinances, rules, orders, regulations and requirements in any manner affecting this Agreement, the Premises and the buildings and improvements now or hereafter on or about the Premises, or the use thereof. COMPANY shall not knowingly permit any unlawful business, occupation or trade to be carried on the Premises.

16. **DEFAULT/REMEDIES.** (a) If any amount due from COMPANY is not received by LESSOR on or before the thirtieth (30th) day following the date upon which such amount becomes due and payable, a late charge ("Late Charge") of two percent (2%) of said amount shall become immediately due and payable. LESSOR and COMPANY agree that the Late Charge represents a fair and reasonable estimate for the processing, accounting and other costs that LESSOR will incur by reason of such late payment. All payments, including rental payments, which are not paid within thirty (30) days after due shall bear interest from the date due until the date paid at the rate of five percent (5%) per annum. If COMPANY is in default in the observance or performance of any other covenant or agreement hereunder, LESSOR shall give COMPANY notice, in writing, of such default and the COMPANY shall have thirty (30) days from the date of the notice to remedy the default.

(b) COMPANY hereby agrees that in case COMPANY defaults in making its payments hereunder within ten (10) days from when payment is due or fails to begin to perform

any other agreement, term or condition of this Agreement within thirty (30) days from the date of such notice of default, LESSOR, in addition to all other rights and remedies available to LESSOR by law or any other provisions hereof, at LESSOR'S option, may: (1) end this Agreement by giving COMPANY of its notice of intention to cancel this Agreement in accordance with any laws governing such cancellation, and COMPANY shall then surrender the Premises to LESSOR; or (2) LESSOR may enter and take possession of the Premises in accordance with any laws governing such repossession, and remove COMPANY, terminate this Agreement and re-rent the Premises for the unexpired portion of the then-current Term, provided, however, that any rentals paid to LESSOR thereafter shall reduce the obligation of COMPANY to LESSOR hereunder and provided that COMPANY shall have fifteen (15) days following the time of LESSOR's re-entry to remove COMPANY's personal property, alterations, additions, improvements, installations, hardware, and trade fixtures from the Premises. The rights and remedies of LESSOR set forth herein shall be in addition to any other or remedy now or hereafter provided by law. All rights and remedies are cumulative and not exclusive of each other. LESSOR may exercise its rights and remedies at any time, in any order, to any extent, and as often as LESSOR deems available without regard or whether the exercise of one right or remedy proceeds, concurs with or succeeds with the exercise of another. No delay or admission by LESSOR in exercising the right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of default shall extend to or affect any other default or impair any right or remedy with respect thereto. No action or inaction by LESSOR shall constitute a waiver of default. The acceptance of LESSOR of any rent or rentals due hereunder, whether partial or full payment shall not constitute a waiver of any other defaults.

17. **HOLDOVER.** If, at the expiration, termination or cancellation of this Agreement, COMPANY shall holdover, for any reason, the tenancy of COMPANY thereafter shall be on a month-to-month basis only, shall be subject to all other terms and conditions of this Agreement, and COMPANY shall pay LESSOR an amount equal to one and one-half (1 ½) times the monthly rent due in the last year of the Agreement.

18. **WARRANTIES OF LESSOR.** LESSOR covenants and warrants that it is lawfully seized in fee of the entire Premises; that LESSOR has the full right to lease the entire Premises as provided in this Agreement, and that, so long as COMPANY complies with the covenants and conditions contained in this Agreement, COMPANY shall have the quiet and peaceable possession and enjoyment thereof.

19. **COVENANTS, REPRESENTATIONS AND WARRANTIES BY LESSOR.** LESSOR covenants, represents and warrants to COMPANY that:

(a) LESSOR is not a "Foreign Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and LESSOR will deliver an affidavit to such effect to COMPANY prior to the Effective Date; and

(b) If a corporation, LESSOR is in good standing under the laws of the State of its incorporation, is duly qualified to do business in the State in which the Premises are located, and has taken all corporate action necessary to enter into this Agreement and carry out the provisions hereof or if a partnership or joint venture, the Lessor is in good standing under the laws of the State of its origination; and

(c) LESSOR has marketable, fee simple title to the entire Premises, has the full right to enter into this Agreement and perform hereunder, and has not entered into any other option or other commitment to sell, lease or encumber all or any part of the Premises; and

(d) LESSOR has no knowledge as to whether (1) the underground storage tanks, if any, located on the Premises, have been registered with the required state and local agencies or (2) the underground storage tanks have been closed pursuant to applicable state and local rules and regulations ; and

(e) COMPANY will have access at the property line of the Premises to water, sanitary sewer, storm sewer or other drainage, gas, electricity and other utility services required by COMPANY for development of the Premises, or will be provided such access at LESSOR's expense; and

(f) To the best of LESSOR'S actual knowledge the Premises are not subject to easements, covenants or restrictions that are not of record in the chain of title to the Premises; and

(g) In the event the Premises are or may be subject in the future to any mortgage, lien or other encumbrance, LESSOR warrants that LESSOR will provide COMPANY a nondisturbance agreement, in form and substance satisfactory to COMPANY, from the holder of such mortgage, lien or encumbrance, pursuant to which such holder agrees to honor this Agreement in the event of any default by LESSOR under any note, mortgage, security agreement or other instrument evidencing obligation or other indebtedness of LESSOR. In such nondisturbance agreement, COMPANY shall agree to attorn to the holder of such mortgage, lien or other encumbrance.

20. **CONDITIONS TO COMPANY'S OBLIGATIONS.** (a) Any other provision of this Agreement to the contrary notwithstanding, COMPANY, at its sole discretion, may cancel this Agreement in the event:

(i) COMPANY, prior to the Effective Date, obtains, at COMPANY's expense, a title abstract, commitment or binder and policy showing that the Premises are subject to any lien, encumbrance or other defect or other exception, except the standard exceptions of the title insurance COMPANY or abstracter which are acceptable to COMPANY; or

(ii) COMPANY, prior to the Effective Date, obtains, at COMPANY's expense, an accurate ALTA/ACSM survey of the Premises showing that the Premises are not described on Exhibit A or are not free of any encroachment or other defect; or

(iii) COMPANY, prior to the Effective Date, obtains, at COMPANY's expense, soil and/or groundwater analysis, percolation tests, engineering borings or other tests showing that (i) the soil and/or groundwater at the Premises is contaminated by any petroleum hydrocarbon or other environmental contamination (ii) that any underground storage tank or piping at the Premises does not test tight, or (iii) the Premises are not otherwise suitable for building for such intended use; or

(iv) COMPANY, prior to the Effective Date, is unable to obtain access at the property line of the Premises satisfactory to COMPANY to water, sanitary sewer, storm sewer or other drainage, gas, electricity and other utility services required by COMPANY for its development of the Premises; provided that if COMPANY is required to expend funds to obtain such access, COMPANY may commence to lease the Premises and deduct the reasonable cost of obtaining such access from the rentals to be paid by COMPANY hereunder; or

(v) COMPANY, prior to the Effective Date, is unable to obtain, at COMPANY's expense, ingress and egress to the Premises and all zoning changes or variances, permits, licenses and other governmental consents and authorizations, which COMPANY deems necessary or desirable for the intended use of the Premises, including without limitation final building permits for COMPANY's standard prototype building; or

(vi) LESSOR, prior to the Commencement Date, breaches any representation or does not fully perform each and every obligation hereunder; provided that COMPANY may at its option seek specific performance hereunder in the event of any such breach or failure to perform by LESSOR.

(vii) COMPANY is unable to obtain acceptance and approval of the President of Valvoline Inc.; or

(b) For purposes of this Section 20, the intended use of the Premises is a quick oil change, lubrication and automotive service center, in accordance with plans and specifications acceptable to COMPANY. COMPANY shall have access to the Premises for purposes of performing surveys, soil and groundwater sampling or analysis, underground tank and piping tightness testing, or engineering borings and other testing, and for obtaining governmental consents and authorizations, which COMPANY deems necessary or desirable for the intended use of the Premises; provided, however, that COMPANY shall indemnify and hold harmless LESSOR from and against all losses, damages, demands, claims, suits and other liabilities, including attorney fees and other expenses of litigation, because of personal or bodily injury or property damage resulting from COMPANY's presence on or use of the Premises for such testing, and COMPANY shall return the surface of the Premises to substantially the same condition as before such testing, ordinary wear and tear excepted. COMPANY is hereby authorized to report the results of any underground tank and piping tightness testing and soil or groundwater sampling or analysis to federal, state or local authorities. LESSOR shall furnish all reasonable assistance in clearing any defects, encumbrances or uncertainties revealed by COMPANY's title search or survey of the Premises.

(c) For purposes of this Section 20, the Effective Date shall mean (90) days after the date of the signing of this Agreement by the last party to sign (the "Later Signing Date"); provided, however, that if COMPANY has not satisfied the contingencies under Section 20(a)(i) through (vii) hereof, COMPANY may extend the Effective Date for up to an additional (2) months by giving written notice to LESSOR of COMPANY's desire to extend the Effective Date; or COMPANY may terminate this Agreement whereupon this Agreement shall become null and void and the parties hereto released from further obligations hereunder, except those obligations which are expressly designated hereunder to survive the termination, cancellation or expiration of the Agreement.

21. MISCELLANEOUS PROVISIONS. (a) This Agreement shall be construed, governed and administered in accordance with the laws of the State in which the Premises are situated.

(b) This Agreement is the final and entire expression of the agreement between LESSOR and COMPANY with respect to its subject matter and supersedes any previous oral or written agreement or understanding between LESSOR and COMPANY with respect to its subject matter. Upon the request of either party, the parties hereto shall execute and deliver a memorandum of lease for the purpose of establishing a written record of the actual beginning date of the Initial Term of this Agreement and for the purpose of recording.

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any person other than LESSOR or COMPANY, and their respective successors and assigns, any right or remedy under or by reason of this Agreement.

(d) COMPANY may sublease or assign its entire interest in this Agreement to any wholly-owned subsidiary, parent or affiliated company. Otherwise, COMPANY may not sublease or assign all or any part of COMPANY's interest under this Agreement, without LESSOR's prior written consent. COMPANY shall notify LESSOR of the name and address of any sublessee(s) or assignee(s). No change in ownership of the Premises, assignment of this Agreement, or assignment of rentals payable hereunder by LESSOR shall be binding upon COMPANY unless and until COMPANY has been furnished with either the original instrument evidencing such transfer or assignment, or a true copy thereof. Subject to the provisions of this Section 22(d), this Agreement is binding upon and shall inure to the benefit of LESSOR and COMPANY and their respective heirs, successors, personal representatives and assigns.

(e) If either LESSOR or COMPANY has authorized any broker or agent to act in its behalf with respect to the transaction contemplated hereby, any brokers' or agents' fees or commissions shall be paid solely by the party authorizing such broker or agent to act in its behalf. LESSOR and COMPANY acknowledge that LESSOR has engaged and agrees to pay Michael Baynes of AutoCenter Sales, Inc. in connection with the transaction contemplated by this Agreement.

(f) This Agreement will not be binding upon COMPANY until it is fully executed by both LESSOR AND COMPANY. This Agreement may not be amended, modified or supplemented except by written agreement of LESSOR and COMPANY, executed by their duly authorized representatives.

(g) Any notice or other communication required or permitted by this Agreement must be in writing. Such notice will be deemed validly given for all purposes when deposited, postage prepaid, in registered or certified United States Mail, return receipt requested, or nationally recognized delivery service, addressed to the party for whom such notice is intended at the address given for such party in the heading of this Agreement. Either LESSOR or COMPANY may change the address(es) provided for it hereunder by notice given to the other party in accordance with this Section 22(g).

(h) Any consent required of either party hereunder, whether described in the printed text hereof or in additions, exhibits or addenda hereto, shall not be withheld or delayed unreasonably. No waiver of any breach of this Agreement may be construed as a waiver of any continuing or subsequent breach of the same or any other provisions of this Agreement.

(i) If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, then the application of that provision to other persons or circumstances and the remainder of this Agreement shall not be affected thereby, but shall remain in full force and effect.

IN WITNESS WHEREOF, LESSOR has executed this Agreement this 20th
day of March, 20 17.

LESSOR:

ADE Leasing, LLP

WITNESS: Linda J. Neumann

Print Name: Linda J. Neumann

By: [Signature]

Print Name & Title: John D. Anderson Partner

WITNESS: Catherine Anderson

Print Name: Catherine Anderson

IN WITNESS WHEREOF, COMPANY has executed this Agreement this 27th
day of March, 20 17.

COMPANY:

VALVOLINE INSTANT OIL CHANGE, a business of
VALVOLINE LLC

WITNESS: Rhonda S. Gregory

Print Name: Rhonda Gregory

By: [Signature]

Print Name & Title: VP REAL ESTATE

WITNESS: Sandra Fite

Print Name: Sandra Fite



**EXHIBIT A
TO
LEASE AGREEMENT
DATED
March 20, 2017**

**BETWEEN
ADE LEASING, LLP AND COMPANY**

DESCRIPTION OF PREMISES

Lots 11, 12, 13 and the North ½ of Lot 14, Block 3, The Hamline
Syndicate Addition No. 2 to St. Paul, according to the recorded plat
thereof, Ramsey County, Minnesota.