



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

Civil Division

400 City Hall

15 West Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: 651 266-8710

Facsimile: 651 298-5619

June 12, 2017

Barbara L. Neilson  
Administrative Law Judge  
Office of Administrative Hearings  
P.O. Box 64620  
St. Paul, MN 55164-0620

RE: All licenses held by Ly Brothers, LLC d/b/a Red Wok for the premises located at 1626 White Bear Avenue North in Saint Paul.  
License ID #: 20150002529  
OAH Docket No.: 72-6020-34353

Dear Judge Neilson:

Enclosed is a copy of the licensee's Lease Termination Agreement which signed by the parties and effective as of June 7, 2017. The lease agreement required the licensee to vacate the premises on or prior to Monday, June 12, 2017.

Department of Safety and Inspections staff and Saint Paul Police have verified that as of June 12, 2017, the licensee is no longer operating at that location. Therefore, I am requesting that you dismiss the contested case and consider the matter closed.

Sincerely,

Therese Skarda  
Assistant City Attorney

cc: Charles E. Bethel, Bethel Legal Services, P.A., 1191 Winthrop Street South, St. Paul, MN 55119  
Chuck Repke, Executive Director, District 2 Community Council Greater East Side  
1365 Prosperity Avenue, St. Paul, MN 55106  
Larry M. Saliterman, 5005 Old Cedar Lake Road, St. Louis Park, MN 55416-1621  
Bryan Larson, 375 Jackson Street, Ste. 700W, St. Paul, MN 55101-1810

**ATTACHMENT 30**

STATE OF MINNESOTA)  
 ) ss.

AFFIDAVIT OF SERVICE BY U.S. MAIL

COUNTY OF RAMSEY )

Julie Kraus, being first duly sworn, deposes and says that on the 12<sup>th</sup> day of June she served the attached **LETTER TO ADMINISTRATIVE LAW JUDGE REGARDING LICENSEE'S LEASE TERMINATION AGREEMENT** and a correct copy thereof in an envelope addressed as follows:

Barbara L. Neilson  
Administrative Law Judge  
Office of Administrative Hearings  
P.O. Box 64620  
St. Paul, MN 55164-0620


Charles E. Bethel  
Bethel Legal Services, P.A.  
1191 Winthrop Street South  
St. Paul, MN 55119

Chuck Repke, Executive Director  
District 2 Community Council Greater East Side  
1365 Prosperity Avenue  
St. Paul, MN 55106


Larry M. Saliterman  
5005 Old Cedar Lake Road  
St. Louis Park, MN 55416-1621

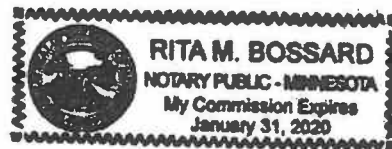
Bryan Larson  
375 Jackson Street, Ste. 700W  
St. Paul, MN 55101-1810

(which is the last known address of said person) depositing the same, with postage prepaid, in the United States mail at St. Paul, Minnesota.

  
\_\_\_\_\_  
Julie Kraus

Subscribed and sworn to before me  
This 12<sup>th</sup> day of June, 2017

  
\_\_\_\_\_  
Notary Public



## LEASE TERMINATION AGREEMENT

This Agreement (the "Agreement") is entered into 7 June, 2017, by and between Ly Brothers, LLC a Minnesota limited liability company doing business as Red Wok ("Red Wok" or "Tenant"); and, Hillcrest Center, LLC a Minnesota limited liability company ("Hillcrest Center" or "Landlord"). Red Wok and Hillcrest Center will sometimes be collectively referred to within this Agreement as the "Parties".

### RECITALS

This Agreement is made with reference to the following facts and objectives:

- A. On or about June 1, 2015, Hillcrest Center, as landlord and Red Wok, as tenant entered into a written Retail Lease (collectively "Lease") for the premises located at 1626 White Bear Avenue, Saint Paul, Minnesota 55110 ("Premises").
- B. The term of the Lease is scheduled to expire May 31, 2020. Landlord and Tenant have agreed to an early termination of the lease which shall be effective June 7, 2017 ("Termination Date"), subject to the terms and condition set forth in this Agreement.
- C. Landlord and Tenant desire to enter into this Agreement for the purpose of agreeing to terminate the Lease; establishing their relative rights, duties and obligations under the Lease up through and including the Termination Date; and establishing their relative rights, duties and obligations following the termination of the Lease.
- D. Unless otherwise defined herein, Capitalized terms shall have the meaning ascribed to such terms in the Lease.

**NOW, THEREFORE**, the Parties hereby acknowledge and agree as follows:

- 1. **RETURN OF POSSESSION OF PREMISES:** Subject to Paragraph 1 hereof, Tenant will surrender and return possession of the Premises to Landlord on or prior to June 12, 2017: (i) in the same condition as exists as of the date of this Agreement, ordinary wear and tear excepted, and free and clear of all of Tenant's personal property, trash and other removable items and free and clear of any other leasehold occupants. Tenant acknowledges and agrees that Tenant caused recent damages to the Premises. Landlord acknowledges and agrees that the restoration obligations under the Lease are hereby waived and prior to vacating the premises Tenant shall not be obligated to (i) remove any Lessee Owned Alterations, (ii) remove or replace any Utility Installations, (iii) remove

any other improvements to the Premises, and (iv) repair or replace the parking lot, delivery bays or any other portion of Premises.


2. **LEASE TERMINATION:** Subject to Paragraph 4 , Landlord and Tenant each acknowledges and agrees that the Lease and all of the Parties' right, title and interest under the Lease and any estate created thereby shall be deemed terminated effective on the Termination Date; provided, however, that the following obligations of the Tenant and/or Landlord shall not be released and shall survive termination of the Lease: (i) Tenant's obligation to return the Premises in good operating condition and state of repair, ordinary wear and tear excepted; (ii) Tenant's Waiver of any Security Deposits it may have made to Landlord under Paragraph 5; (iii) Tenant's obligations under Paragraphs 9, 10, & 11 of the Lease which arise on or prior to the Termination Date: Maintenance, alterations, signs/window coverings, (iv) Tenant's obligation to pay the rent, expenses, real estate taxes, triple net charges and other amounts due from Tenant under the Lease thru the Termination Date; and, (v) Tenant's obligation to repair any damage to the Premises causes by Tenant's removal of Trade Fixtures and Lessee Owned Alterations. Until the Lease Termination Date, Landlord and Tenant shall continue to perform their respective duties and obligations under the Lease. Nothing herein waives or releases any of the Landlord's rights and remedies in the event of any default of Tenant under the Lease arising prior to the Lease Termination Date. Real estate taxes shall be prorated up through and including the Termination Date so that any taxes paid by the Tenant that cover a period of time following the Termination Date shall be refunded back to the Tenant or applied against the Lease Termination Fee.
  
3. **DISPOSTION OF SECURITY DEPOSIT:** Landlord and Tenant agree that Tenant's security deposit in the amount of \$\_\_\_\_\_ will be applied, credited or refunded in compliance with the provisions of paragraph 5 of the Lease. Tenant further affirms that no other additional deposits or prepaid rent or other sums are currently to be credited to Tenant's account or refunded to Tenant.
  
4. **FACTUAL DIFFERENCE:** Each of the Parties understands and accepts the risk that the facts, pursuant to which this Agreement is entered, may be different from the facts now known or believed by each such Party to be true. This Agreement shall remain, in all respects, effective and shall not be subject to termination or rescission by virtue of any such difference in fact, absent a showing of intentional fraud by any of the Parties in inducing any other Party to enter into this Agreement.

6. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates and personal representatives of the Parties.
7. **ENTIRE AGREEMENT:** This Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained within this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements concerning the Tenant's release of claims.
8. **MODIFICATIONS:** This Agreement shall not be amended or modified except in a writing signed by each of the Parties affected by such amendment or modification.
9. **ATTORNEYS' FEES:** If any Party takes any steps to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.
10. **WARRANTY OF NONASSIGNMENT:** Tenant warrants that it has not actually or purportedly assigned or transferred to any person or entity not a party to this Agreement all or any portion of its rights in connection with the Lease or Premises or any released matter. Tenant agrees to indemnify and hold harmless Hillcrest Center, LLC; Madison Equities, Inc.; and, Landlord from and against any claim, damage, liability, or action arising from any such actual or purported assignment or transfer of claims, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced.
11. **NEGOTIATED TRANSACTIONS:** The drafting and negotiation of this Agreement has been participated in by each of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.
12. **COUNTERPARTS/FAX:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one Agreement. Fax signatures shall have the same force and effect as original signatures.
13. **SUCCESSORS:** This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

14. **AUTHORITY:** Any person executing this Agreement on behalf of a corporation, partnership or estate warrants that he or she has been duly authorized by such entity or estate to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or the court or some other document or agreement empowering him or her to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LY BROTHERS, LLC  
a Minnesota limited liability company

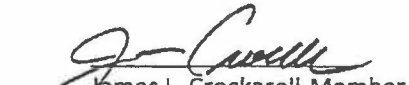
  
\_\_\_\_\_  
Fatchy Ly

1626 White Bear Ave N St Paul, MN 55106  
Managing Member & Individually

  
\_\_\_\_\_  
Teng Ly

1157 Ferndale Street North, Maplewood, MN 55119  
Managing Member & Individually

HILLCREST CENTER, LLC  
a Minnesota limited liability company

  
\_\_\_\_\_  
James L. Crockarell-Member