

1301 University Avenue, LLC

1301 University Avenue SE • Office #1 • Minneapolis, MN 55414
(612) 617-8000

1. EXHIBIT D

1.1 UTILITY ADDENDUM

Tenants:

This is an Addendum to the Lease and controls in the event of conflict with the Lease. All terms in this Exhibit D shall have the same meaning as in the Lease.

1. PAYMENT OF UTILITIES.

Tenants will have the sole responsibility to coordinate service activation (including payment of any fees or deposits to the utility provider) for all utilities by the Lease and this Exhibit D to be Tenants' direct cost prior to any Tenants moving in to the Apartment and shall arrange for any utility deactivation as of the Ending Date prior to the Move-Out Date. Responsibility for payment of utilities and services, including charges for usage, deposits and any charges, taxes and fees associated with the utility service or billing, and the method of allocating the payment of utility and service costs will be as indicated below.

A. Electric service and associated fees will be paid:

By Tenants, directly to the service provider

B. Gas Service and associated fees will be paid:

By Landlord

C. Water/Sewer service and associated fees will be paid:

By Landlord and reimbursed by monthly surcharge by each Tenant

D. Trash service and associated fees will be paid:

By Landlord

E. Cable service and associated fees will be paid:

By Landlord entirely for expanded basic cable services

F. Internet service and associated fees will be paid:

By Landlord entirely for basic high-speed optical Ethernet internet service

G. Local and long-distance telephone service and associated fees will be paid:

By Tenants, directly to the service provider

- Tenants must separately pay for all charges, taxes and fees and provide required deposits for all utilities not listed above, either directly to the service provider or to Landlord or Landlord's service provider.

2. The failure to make utility payments is a material and substantial breach of the Lease and shall entitle Landlord to exercise all remedies available under the Lease. Landlord is entitled to use any Tenants' security deposit to recover unpaid utility charges.

3. Landlord shall have the sole discretion to select the utility providers, except where prohibited by law.

4. Pursuant to Section 11 of the Lease, **utilities not paid by Landlord must remain on, in Tenants' names, through the Ending Date regardless of whether Tenants have moved out, except and unless Tenant has sublet the Apartment or Landlord has relet the Apartment pursuant to Section 3 of this Lease.** Refusal to maintain utility service in Tenants' names shall constitute default under the Lease and in such event, Landlord may exercise all remedies available to Landlord under the Lease.

5. If Tenants want additional telephone lines, additional cable channels or additional internet services, the installation, maintenance and all monthly charges for the same will be Tenants' sole expense, and Tenants shall assume full liability for any damages caused by the installation of the above mentioned services. Satellite TV is not permitted.

6. When Landlord provides internet access, Tenants may find it necessary to purchase a wireless router or other hardware in order to connect to Landlord's internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenants may have.

7. Tenants agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes default under the Lease and shall entitle Landlord to exercise all remedies available under the Lease.

8. Neither Landlord nor Manager is liable for any loss or damage Tenants may incur as the result of outages, interruptions, or fluctuations in utilities provided to the Apartment unless such loss or damage was the sole and direct result of gross negligence of Landlord or its employees. Tenants hereby release Landlord from all such claims and waive any claims due to such outages, interruptions, or fluctuations.

9. Should any provision of this Exhibit D be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein.

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Date Signed