

**RECEIVED**

By OGC-CELA at 7:36 pm, Sep 09, 2021

BETH FORSYTHE
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September 9, 2021

VIA ELECTRONIC MAIL

Roy Q. Luckett
Acting Associate General Counsel
Complaints Examination & Legal Administration
Federal Election Commission
Attn: Christal Dennis, Paralegal
1050 First Street, NE
Washington, DC 20463
Email: cela@fec.gov

Re: MUR 7913 Mankato Place 1, LLC's Response to Complaint

Dear Mr. Luckett and Ms. Dennis:

Enclosed please find Mankato Place 1, LLC's Response to the Complaint in *Campaign Legal Center, et al. v. Friends of Hagedorn, et al.*, MUR 7913. The Response includes declarations from Mankato Place's two members, Michael and Mary Kahler, as well as several exhibits.

This collective submission shows there is no reason to believe Mankato Place knew or should have known Representative Hagedorn's campaign operations used any part of Brett's Building during Mankato Place's period of ownership, and we are available to discuss any questions you may have about any aspect of the submission. Otherwise, we hope you will agree with our position and conclude there is no reason to believe Mankato Place violated the Act and will close this matter as it relates to Mankato Place.

Kind Regards,

DocuSigned by:

Roxanna Gonzalez

956C2D989FBB48A...

Roxanna Gonzalez

RG:RG:sen

Enclosures

BEFORE THE FEDERAL ELECTION COMMISSION

CAMPAIGN LEGAL CENTER, SOPHIA
GONSALVES-BROWN,

Petitioners,

vs.

FRIENDS OF HAGEDORN, MINNESOTA
OFFICE INVESTMENTS, INC., AND
MANKATO PLACE 1, LLC,

Respondents.

MUR No: 7913

**RESPONDENT MANKATO PLACE 1,
LLC'S RESPONSE TO COMPLAINT**

On behalf of Respondent Mankato Place 1, LLC the undersigned counsel hereby responds to the Complaint filed with the Federal Election Commission ("Commission") by the Campaign Legal Center and Sophia Gonsalves-Brown. This response is submitted pursuant to 2 U.S.C. § 437(g)(a)(1) and 11 C.F.R. § 111.6 and in accordance with the Commissioner's letter dated August 12, 2021, to Mankato Place 1, LLC ("Mankato Place").

The Complaint confirms there is no reason to believe Representative James Hagedorn's campaign ("Friends of Hagedorn") occupied physical space in Mankato Place's 11 Civic Center Plaza building ("Brett's Building") during Mankato Place's period of ownership, or that Mankato Place was aware of any use of its address by Friends of Hagedorn during its period of ownership, which did not begin until April 2019. For these reasons and as detailed further below, Mankato Place respectfully requests the Commission find there is no reason to believe it has violated or is likely to violate the Federal Election Campaign Act, as amended (the "Act"), and take no further action against Mankato Place on the basis of the Complaint.

THE COMPLAINT

The Complaint alleges Respondent Friends of Hagedorn violated the Act from October 2013 through January 2021 by accepting and failing to report rent-free office space in Suite 7 of Brett’s Building, located in Mankato, Minnesota. The Complaint also alleges, without basis, that Mankato Place violated the Act by providing illegal in-kind contributions in the form of rent-free office space to Friends of Hagedorn from April 2019, when Mankato Place purchased Brett’s Building and the adjoining Mankato Place mall (collectively, the “Property”), to January 2021. Compl. ¶¶ 2, 10, 23, 27, 29.

THE LAW

The Act prohibits a person from making aggregate annual contributions to any candidate for federal office in excess of statutory amounts. 52 U.S.C. § 30116(a)(1). The Act also prohibits a corporation from making a contribution in connection to any election for any federal candidate. 52 U.S.C. § 30118(a).

The Act defines the term “contribution” as “includ[ing] any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value ... to any candidate, campaign committee ... in connection with any election to any of the offices referred to in this section or for any applicable electioneering communication.” 52 U.S.C. § 30118(b)(2). The Act and the Commission’s Advisory Opinions provide that the term “anything of value” includes office space. 11 C.F.R. § 100.52(d)(1); Advisory Op. 1995-8 (available at <https://saos.fec.gov/aodocs/1995-08.pdf>); Advisory Op. 1994-8 (available at <https://www.fec.gov/files/legal/aos/1994-08/1994-08.pdf>).

“The Commission may find ‘reason to believe’ only if a complaint sets forth sufficient specific facts, which, if proven true, would constitute a violation of the [Act].” Statement of Reasons, Commissioners Mason, Sandstrom, Smith & Thomas, MUR 4960 (Dec. 21, 2000).

Moreover, “unwarranted legal conclusions from asserted facts ... or mere speculation ... will not be accepted as true.” MUR 5878 (Arizona State Democratic Central Committee, Statement of Reasons of Vice Chairman Donald F. McGhan and Commissioners Caroline C. Hunter and Matthew S. Petersen) (internal citations omitted).

DISCUSSION

I. **THERE IS NO EVIDENCE MANKATO PLACE PROVIDED ANY IN-KIND CONTRIBUTION TO FRIENDS OF HAGEDORN**

There is no basis for the Commission to find reason to believe Mankato Place violated the Act, because the Complaint fails to allege the Hagedorn campaign physically occupied Suite 7 of Brett’s Building at any point after the 2018 campaign cycle, or that Mankato Place knew or should have known the Hagedorn campaign was using a Brett’s Building address during Mankato Place’s period of ownership.

Regarding physical occupancy, the Complaint alleges “[p]hotos, event invitations, and news reports show Friends of Hagedorn physically occupying 11 Civic Center Plaza [Brett’s Building], Suite 7 **during the 2018 cycle.**” Compl. ¶ 8. (Emphasis added.) Nowhere, though, does it cite any evidence that Friends of Hagedorn occupied physical space in Brett’s Building or elsewhere in the Property in or after April 2019, when Mankato Place purchased the Property.

And regarding use of a mailing address, the Complaint cites evidence that Friends of Hagedorn used 11 Civic Center Plaza, Suite 7 as its mailing address on FEC forms and campaign materials into 2021 (Compl. ¶¶ 5, 9), but fails to cite any evidence Mankato Place was or should have been aware of such uses.

There is simply no evidence that Friends of Hagedorn occupied space on the Property during Mankato Place’s period of ownership, other than possible use of a mailing address without Mankato Place’s knowledge. During Mankato Place’s walkthrough prior to the purchase of the

Property, its members do not recall seeing any physical evidence that Friends of Hagedorn occupied any space in Brett's Building or elsewhere in the Property. Declaration of Michael Kahler ("Decl. Michael Kahler") ¶ 6; Declaration of Mary Kahler ("Decl. Mary Kahler") ¶ 6. Mankato Place is aware that Representative Hagedorn rents space in Brett's Building for his Congressional District office and pays market rates for that rental. Decl. Michael Kahler ¶ 14. This is the extent of Mankato Place's knowledge of any occupancy of the Property by Representative Hagedorn or any organization affiliated with him. The members of Mankato Place reside in Wayzata, Minnesota, which is roughly 80 miles from Mankato, Minnesota, and have visited the Property fewer than ten times collectively. Decl. Michael Kahler ¶ 11; Decl. Mary Kahler ¶ 8. Mankato Place is not currently, and has never been, involved in the day-to-day operations at the Property. Decl. Michael Kahler ¶ 13; Decl. Mary Kahler ¶ 10. Instead, Gordon Awsumb has served as the Property Manager since Mankato Place purchased the Property in April 2019. Decl. Michael Kahler ¶ 15; Decl. Mary Kahler ¶ 11. In his role, Mr. Awsumb is familiar with the tenants of the Property, he prepares the rent and CAP invoices, and maintains the Property. Decl. Michael Kahler ¶ 15; Decl. Mary Kahler ¶ 11. Mankato Place has, since its purchase of the Property, relied on Mr. Awsumb to provide accurate information regarding occupancy at the Property. At no point has Mr. Awsumb ever indicated to Mankato Place, directly or indirectly, that Friends of Hagedorn has occupied or used the Property or received any benefits whatsoever from Mankato Place. Decl. Michael Kahler ¶ 16; Decl. Mary Kahler ¶ 12.

The only information Mankato Place ever received showing the Hagedorn campaign *ever* used space in Brett's Building was a 2018 lease agreement for Suite 7 between prior Property owner Minnesota River Properties, LLC and Hagedorn for Congress. That lease, given to Mankato Place as part of the due diligence process (along with documents such as a copy of the current rent

roll and all current leases including addenda, amendments, riders, exhibits, letter agreements, and/or similar documents obligating the tenant/landlord related or pertaining to the Property), showed the lease period was for just nine months during the 2018 election cycle, beginning in February 2018 and ending in November 2018. Decl. Michael Kahler ¶¶ 7-8. A copy of that lease document is attached to this Response as Exhibit 1. The lease allows Hagedorn for Congress to rent Suite number 007 from February 19, 2018 through November 30, 2018. Decl. Michael Kahler ¶ 9. The rent required for the space was \$100. Mankato Place neither received nor reviewed any documents that indicated the Hagedorn for Congress lease had been extended or renewed. Decl. Michael Kahler ¶ 10. At no time has Mankato Place received documentation of the existence of any lease for Friends of Hagedorn to rent space in or on the Property. Decl. Michael Kahler ¶¶ 16, 18, 30; Decl. Mary Kahler ¶¶ 12, 13, 19.

Rent rolls for 2019, 2020, and 2021 do not show any reference to Friends of Hagedorn or Hagedorn for Congress; instead, Suite 7 in Brett's Building is listed as being rented by MN PCA Storage. Decl. Michael Kahler ¶¶ 19-21; Exhibit 2; Decl. Mary Kahler ¶ 14. Building directories from 2019 to present have not identified a single tenant in Suite 7. Decl. Michael Kahler ¶ 24. Additionally, in May of 2019 a Tenant Contact list was prepared, and Friends of Hagedorn was not listed as a tenant. Decl. Michael Kahler ¶ 25, Exhibit 3.

Moreover, the Complaint concedes there is no evidence Friends of Hagedorn used "Suite 7" as anything other than a mailing address after 2018, and cites no evidence to suggest Mankato Place knew or should have known about any potential use of a Suite 7 mailbox by Friends of Hagedorn during its period of ownership. *See generally Compl.* The members of Mankato Place are not familiar with how mail is distributed within and/or collected from the Property by individual tenants. Decl. Michael Kahler at ¶ 28; Decl. Mary Kahler at ¶ 17.

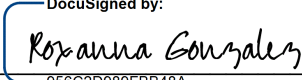
The information available to Mankato Place at the time of its purchase and since gave it no reason to believe the Hagedorn campaign occupied any space in the Property. Decl. Michael Kahler at ¶ 30; Decl. Mary Kahler at ¶ 19. The Complaint does not allege otherwise, and fails to allege facts sufficient to support a finding of any violation of the Act by Mankato Place.

CONCLUSION

For the foregoing reasons, Respondent Mankato Place 1, LLC requests the Commission find there is no reason to believe it has violated the Act or will violate the Act and close this matter as to Mankato Place 1, LLC.

Dated: September 9, 2021

DORSEY & WHITNEY LLP

By  DocuSigned by:
956C2D989FBB48A
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*Attorneys for Respondent Mankato Place 1,
LLC*

BEFORE THE FEDERAL ELECTION COMMISSION

CAMPAIGN LEGAL CENTER, SOPHIA
GONSALVES-BROWN,

Petitioners,

vs.

FRIENDS OF HAGEDORN, MINNESOTA
OFFICE INVESTMENTS, INC., AND
MANKATO PLACE 1, LLC,

Respondents.

MUR No: 7913

DECLARATION OF
MICHAEL ROBERT KAHLER
IN SUPPORT OF RESPONDENT
MANKATO PLACE 1, LLC'S
RESPONSE TO COMPLAINT

I, Michael Robert Kahler, declare

1. I make this declaration of my own personal knowledge, and if called to testify on these matters I can do so competently.

2. I am providing this Declaration in connection with Respondent Mankato Place 1, LLC's Response to Complaint.

3. I am one of two members of Mankato Place 1, LLC ("Mankato Place"), which is a Limited Liability Company organized and operated under the laws of the State of Delaware.

4. Mankato Place is the owner of 11 Civic Center Plaza ("Brett's Building") and the adjoining Mankato Place mall (collectively, the "Property").

5. Mankato Place purchased the Property in April 2019.

6. As part of my due diligence on behalf of Mankato Place, I completed a walkthrough of the Property on or around March 2019 with Gordon Awsumb, including walking through the basement, and saw no evidence of Friends of Hagedorn or any Hagedorn campaign office physically occupying any space on the Property.

7. As required under the Purchase Agreement for the Property, Mankato Place received a number of leases dated prior to 2019.

8. As part of my due diligence on behalf of Mankato Place, I reviewed the documents provided pursuant to the Purchase Agreement and I saw no evidence that Friends of Hagedorn occupied any space in the Property.

9. Attached hereto as Exhibit 1 is a true and correct copy of a lease dated February 19, 2018 between Minnesota River Properties, LLC, the prior owner of the Property, and Hagedorn for Congress, for the space identified as Suite Number 007 with the lease term of February 19, 2018 through November 30, 2018.

10. I did not receive any documentation or information to indicate the lease identified as Exhibit 1 was extended beyond the original lease term.

11. I reside in Wayzata, Minnesota, which is approximately 80 miles from Mankato, Minnesota.

12. I am not involved in the day-to-day operations at the Property.

13. Mankato Place is not involved in the day-to-day operations at the Property.

14. I am aware that Representative Hagedorn rents space in Brett's Building for his Congressional District Office and pays market rates for that rental.

15. Gordon Awsumb has served as the Property Manager since Mankato Place purchased the Property in April 2019. In that role, Mr. Awsumb is familiar with the tenants of the Property, he prepares rent and CAP invoices, and he maintains the Property.

16. Mr. Awsumb has never indicated to me or Mankato Place that Friends of Hagedorn or anyone affiliated with the Hagedorn campaign has occupied or used any space within the Property since Mankato Place purchased it.

17. Mr. Awsumb works with potential tenants to fill vacancies within the Property. I review and execute any lease agreements for the Property.

18. Mankato Place has not entered into any lease agreement with Friends of Hagedorn since it purchased the Property.

19. Attached hereto as Exhibit 2 is a true and correct copy of the rent roll as of December 31, 2019, which is an exemplar of information provided to Mankato Place on a monthly basis.

20. None of the rent rolls that Mankato Place has ever received include any reference to Friends of Hagedorn or Hagedorn for Congress in any space on the Property.

21. Rent rolls during Mankato Place's ownership of the Property have identified MN PCA Storage as the tenant for Suite 7.

22. I am unaware what the term "MN PCA Storage" refers to on the rent rolls. To me, it does not indicate any association or affiliation with Rep. Jim Hagedorn or the Hagedorn campaign.

23. Suite 7 is identified on some but not all of the floor plans and building directories I have seen.

24. The Property directories to which I have had access date from 2019 through present and do not show a tenant in Suite 7.

25. Attached hereto as Exhibit 3 is a true and correct copy of a Tenant Contact List that was prepared in May 2019 by Gordon Awsumb. Friends of Hagedorn is not listed.

26. I have been to the Property approximately ten times since Mankato Place first became interested in purchasing the Property, and I have never seen any evidence that Friends of Hagedorn has occupied any space on the Property during that time.

27. Mankato Place does not receive mail at the Property.
28. I am personally unaware of how mail is distributed and/or collected on the Property.
29. I do not believe I am on the mailing list for Hagedorn for Congress or Friends of Hagedorn or any Hagedorn campaign organization, as I do not recall ever having received any solicitation related to Rep. Jim Hagedorn.
30. I received no information prior to or following Mankato Place's purchase of the Property that would lead me to believe that any Hagedorn campaign organization has occupied any space on the Property during the period of Mankato Place's ownership.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on this 9th day of September 2021, in City Center, Minnesota.

DocuSigned by:

A blue line representing a signature, starting from the left and ending with a horizontal stroke.

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Michael Robert Kahler

BEFORE THE FEDERAL ELECTION COMMISSION

CAMPAIGN LEGAL CENTER, SOPHIA
GONSALVES-BROWN,

Petitioners,

vs.

FRIENDS OF HAGEDORN, MINNESOTA
OFFICE INVESTMENTS, INC., AND
MANKATO PLACE 1, LLC,

Respondents.

MUR No: 7913

**DECLARATION OF MARY BLYTHE
MITHUN KAHLER IN SUPPORT OF
RESPONDENT MANKATO PLACE 1,
LLC'S RESPONSE TO COMPLAINT**

I, Mary Blythe Mithun Kahler, declare:

1. I make this declaration of my own personal knowledge, and if called to testify on these matters I can do so competently.
2. I am providing this Declaration in connection with Respondent Mankato Place 1, LLC's Response to Complaint.
3. I am one of two members of Mankato Place 1, LLC ("Mankato Place"), which is a Limited Liability Company organized and operated under the laws of the State of Delaware.
4. Mankato Place is the owner of the 11 Civic Center Plaza ("Brett's Building") and the adjoining Mankato Place mall (collectively, the "Property").
5. Mankato Place purchased the Property in April 2019.
6. As part of my due diligence on behalf of Mankato Place, I completed a walkthrough of the Property in March 2019 with Gordon Awsumb, including walking through the basement, and saw no evidence of Friends of Hagedorn or any Hagedorn campaign office physically occupying any space on the Property.

7. As required under the Purchase Agreement for the Property, Mankato Place received a number of documents. My knowledge regarding the due diligence completed through the documents provided pursuant to the Purchase Agreement is based on the due diligence completed by Michael Kahler of those documents and the information be provided me regarding his due diligence.

8. I reside in Wayzata, Minnesota, which is approximately 80 miles from Mankato, Minnesota.

9. I am not involved in the day-to-day operations at the Property.

10. Mankato Place is not involved in the day-to-day operations at the Property.

11. Gordon Awsumb has served as the Property Manager since Mankato Place purchased the Property in April 2019. In that role, Mr. Awsumb is familiar with the tenants of the Property, he prepares rent and CAP invoices, and he maintains the Property.

12. Mr. Awsumb has never indicated to me or Mankato Place that Friends of Hagedorn or anyone affiliated with the Hagedorn campaign has occupied or used any space within the Property since Mankato Place purchased it.

13. Mankato Place has not entered into any lease agreement with Friends of Hagedorn since it purchased the Property.

14. Rent rolls have identified MN PCA Storage as the tenant for Suite 7.

15. I am unaware what the term "MN PCA Storage" refers to on the rent rolls. To me, it does not indicate any association or affiliation with Rep. Jim Hagedorn or the Hagedorn campaign.

16. Mankato Place does not receive mail at the Property.

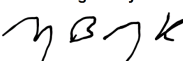
17. I am personally unaware of how mail is distributed and/or collected on the Property.

18. I do not believe I am on the mailing list for Hagedorn for Congress or Friends of Hagedorn or any Hagedorn campaign organization, as I do not recall ever having received any solicitation related to Rep. Jim Hagedorn.

19. I received no information prior to or following Mankato Place's purchase of the Property that would lead me to believe that any Hagedorn campaign organization has occupied any space on the Property during the period of Mankato Place's ownership.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on this 9th day of September 2021, in Wayzata, Minnesota.

DocuSigned by:



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Mary Blythe Mithun Kahler

EXHIBIT 1

LEASE AGREEMENT

LEASE AGREEMENT (Lease) made this ^{DE}~~20~~ ^{19th} Day of Feb., 2018 A.D., between Minnesota River Properties, LLC. (Landlord) and Hagedorn for Congress, (Tenant).

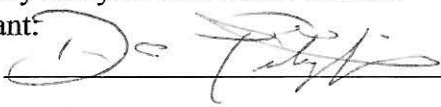
1. LEASE OF PREMISES. In consideration of the rent, the Landlord leases to Tenant, the space (Premises), located at Mankato Place. (The Project), (Property) and known as Suite # 007 consisting of 879 square feet in an "as is" condition.
2. TERM. Tenant shall lease the Premises for a term beginning on 19th of February, 2018 and ending November 30, 2018. Landlord shall not be liable for failure to deliver the Premises to Tenant in the beginning date of this Lease for reasons beyond Landlords Control.
3. RENT/ADDITIONAL RENT.
 - A. Rent: Tenant agrees to pay Landlord rent (\$ 100) in equal monthly payments, in advance, without prior demand on the first day of each calendar month during the term... In the event that the term agreed to does not begin on the first day on the month or the end on the last day on the month, the first and/or last monthly rental payment shall be prorated.
 - B. Additional Obligations: Tenant agrees to pay all charges incurred under separate agreement or otherwise for Services furnished by Landlord as well as any other amounts due Landlord as additional rent which shall be paid along with the monthly installments of rent. Tenant specifically understands that failure to pay for Services or other charges due under separate agreements will give Landlord the right to terminate the Lease according to the provisions of Paragraph 12.
4. CARE OF PREMISES AND PROPERTY. In addition to the other provisions of this Lease Tenant agrees:
 - A. To comply with all applicable laws, including common law, ordinances or regulations of any governmental body having jurisdiction over the Premises and the Property and to conform to all reasonable rules or regulations which Landlord may establish.
 - B. Not to damage any part of the Premises or the Property.
 - C. Not to permit any trade or occupation which is unlawful or any activity which would create a hazard which would adversely affected and insurance on the Premises or the Property.
 - D. Not to place any sign on the Premises or the Property except that which Landlord has first approved in writing.
 - E. Not to permit any employee, agent, customer or visitor of Tenant to violate any obligation of Tenant under his Lease.
5. USE OF PREMISES. The Premises shall only be used for: general office administrative space.

Tenant under this lease shall not (except as to those specific instances when express time limits are provided for taking action) prejudice Landlords rights or remedies with respect to any existing or subsequent breaches or defaults. Acceptance of any partial payment from Tenant will not waive Landlords right to pursue Tenant for any remaining balance due nor shall any endorsement or statement on any check or any letter which acknowledges a check or payment as rent be deemed an accord and satisfaction.

- F. Burden and Benefit. The lease shall be binding upon and shall inure to the
Benefit of the respective successors and assigns of Landlord and Tenant.
- G. Applicable Law. This Lease shall be construed according to the laws of the state in which the property is located.
- H. Notices. Whenever any payment notice, consent, or request is given or made under this lease, it shall be in writing and delivered in person or mailed by certified mail or to any other addresses as may have been specified by prior notice to Landlord. Communications and payments shall be addressed to:
Minnesota River Properties LLC
Civic Center Plaza Ste #2110
Mankato MN 56001
- I. Entire Agreement. This Lease contains all the agreements and understandings made between the parties and may only be modified in a writing signed by the parties or their respective successors in interest.
- K. Partial Invalidity. If any provision of this Lease shall be invalid, the remainder of this Lease shall not affect it thereby.
- L. Titles. The titles and Article headings are inserted only for convenience and are not to be construed as part of this Lease.

IN THE WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

Tenant:

BY: 

Its: Campaign Manager

Date: 2/19/18

Landlord:

By: _____

Its: _____

Date: _____

EXHIBIT 2

Mankato Place 1, LLC Rent Roll
Mall/Toland/Bretts Summary
Total Income Summary

	Monthly	Annually
1st Floor Retail		
1st Floor Office		
<i>Subtotal 1st Floor</i>		
2nd Floor Office		
<i>Subtotal 2nd Floor</i>		
Total Mankato Place Mall		

	Monthly	Annually
Toland 1st Floor		
<i>Subtotal 1st Floor</i>		
2nd Floor		
<i>Subtotal 2nd Floor</i>		
Toland 3rd Floor		
<i>Subtotal 3rd Floor</i>		
Toland Basement **		
<i>Subtotal Basement</i>		
Total Toland		

As of: 12/31/19
Rentable
Total Square Feet Summary

1st Floor Square Feet Occupied	52,322
1st Floor Square Feet Vacant	100
<i>Subtotal 1st Floor</i>	<u>52,422</u>
2nd Floor Square Feet Occupied	25,600
2nd Floor Square Feet Vacant	0
<i>Subtotal 1st Floor</i>	<u>25,600</u>

Total Mankato Place Rentable	78,022
Total Occupied	77,922
Total Vacant	100
Mankato Place % Leased	100%

Toland 1st Floor Occupied	9,664
Toland 1st Floor Vacant	0
<i>Subtotal 1st Floor</i>	<u>9,664</u>
Toland 2nd Floor Occupied	5,772
Toland 2nd Floor Vacant	267
<i>Subtotal 2nd Floor</i>	<u>6,039</u>
Toland 3rd Floor Occupied	5,563
Toland 3rd Floor Storage	0
Toland 3rd Floor Vacant	2,054
<i>Subtotal 3rd Floor</i>	<u>7,617</u>
Toland Basement **	9,664
Toland Basement Vacant**	0
<i>Subtotal Basement</i>	<u>9,664</u>

Total Toland Rentable	32,984
Toland Total Occupied	30,663
Toland w/o basement	20,999
Toland Total Storage	0
Toland Total Vacant	2,321
Toland % Leased	93%

Gross

Common Area square feet
by building

Totals

Mall

1st floor common area	16,393
2nd floor common area	9214
Sub Total	26212

Gross area

Toland

basement-3rd floor

10000sf per floor	40000
-------------------	-------

(for building allocation)

(for building allocation)

Mankato Place 1, LLC Rent Roll Mall/Toland/Bretts Summary

Total Income Summary

Total MP & Toland

As of: 12/31/19

Rentable

Total Square Feet Summary

Gross

Common Area square feet

Totals

Total MP & Toland Rentable 111,006

MP & Toland Total Occupied 108,585

MP & Toland Total Storage 0

MP & Toland Total Vacant 2,421

MP & Toland Total sf 111,006

MP & Toland Total Leased 98%

CAM sf w/o Bsmt & Storage 101,342 (Rentable sf for CAM & Tax))

Total Brett's Rentable 32,891 (for tax allocation)

Total Brett's Occupied 32,012 (for building allocation)

Total Brett's Storage

Total Brett's Vacant 879

Brett's % Leased 97%

Grand Total Rentable Sq Footage 143,897

Grand Total for CAM Allocation 134,233 (for Brett's tenants)

Grand Total Occupied 140,597

Grand Total % Leased 98%

Monthly Annually

Brett's Building

Subtotal Brett's Building

Brett's Basement

Subtotal Brett's Basement

Total Brett's

Total Mall, Toland & Brett's

City CAM Income (2020)

ASC Psychological 2/1

Loss of FPX 3/1

Blue Boat 4/1

Blue Boat 5/1

Ascent financial increase 5/1

MN Disability Law 5/1

MN Dept of Rev increase 6/1

Inc. Dif.

Mall

Brett's

Mall

Mall

Mall

Brett's

Mall

Base & Recoveries

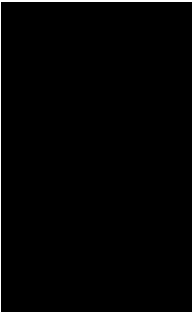
Percentage Rent

Percentage Rent

**Mankato Place 1, LLC Rent Roll
Mall/Toland/Bretts Summary**

Total Income Summary

Blue Boat 6/1
MN Ombudsman increase 8/1
MN BWRS increase 8/1
So Valley Psych 9/1
House of Hope 9/1
Hochtief expansion 9/1
MN Corrections increase 12/1
Total Current Roll



As of: 12/31/19

Rentable

Total Square Feet Summary

Mall		Percentage Rent
Brett's		
Brett's		
Brett's		Recoveries
Toland		
Brett's		Base Rent
Mall		

Gross
Common Area square feet
Totals

Note: the above rent increases have been added to reconcile with the internal operating budget

[illegible]

EXHIBIT 3

BRETT'S BUILDING
TENANT CONTACT
LIST

<u>TENANT</u>	<u>PHONE</u>	<u>SUITE #</u>	<u>KEY HOLDER</u>	<u>PHONE</u>	<u>EMAIL</u>
FPX		310, 400			
Hochtief USA, Inc		204			
Hoglund Law Office		006			
MN 5th Judicial Dist (see Mankato Place tab)		203, 205			
MN Board of Water & Soil		3000B			
		520 Lafay			
MN DHS Office of Ombudsman		001			
		fax			
		444 Lafay			
MN State Retirement System		100			
		fax			
		60 Empire			

BRETT'S BUILDING
TENANT CONTACT
LIST

<u>TENANT</u>	<u>PHONE</u>	<u>SUITE #</u>	<u>KEY HOLDER</u>	<u>PHONE</u>	<u>EMAIL</u>
Raydiance Salon		101			
		fax			
Short Elloit Hendrickson		202			
		3535 Vad			
Southern Valley Psychology		201			
Sunstone Creative		111			
US House of Representatives James Hagedorn		301			