

**AMENDMENT TO COMPLY WITH THE HEROES EARNINGS
ASSISTANCE AND RELIEF TAX ACT OF 2008**

This amendment of the Plan is adopted to comply with the requirements of the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) and the guidance provided in IRS Notice 2010-15. This amendment is to be construed in accordance with such law and guidance. This amendment shall continue to apply to the Plan, including the Plan as later amended, until such provisions are integrated into the Plan or the provisions of this amendment are specifically amended.

This amendment shall supersede any previous amendment and the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

**PENSION PLAN OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF
SAINT PAUL, MINNESOTA**

The Plan named above gives the undersigned the right to amend it at any time. According to that right, the Plan is amended as follows:

By adding the following to the definition of Compensation in the DEFINITIONS SECTION of Article I:

Beginning January 1, 2009, Compensation shall include Differential Wage Payments.

By adding to the DEFINITIONS SECTION of Article I, the following definition beginning January 1, 2009:

Differential Wage Payments means any payments which are made by an Employer to an individual with respect to any period during which the individual is performing Qualified Military Service while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer.

By adding the following to the definition of Employee in the DEFINITIONS SECTION of Article I:

Beginning January 1, 2009, the term Employee shall include any individual receiving Differential Wage Payments.

By adding to the DEFINITIONS SECTION of Article I, the following definition beginning January 1, 2007:

Qualified Military Service means any service in the uniformed services (as defined in Chapter 43 of Title 38 of the U.S. Code) by any individual if such individual is entitled to reemployment rights under such chapter with respect to such service.

By adding the following to the definition of Vesting Service (if defined in the Plan) in the DEFINITIONS SECTION of Article I:

Beginning January 1, 2007, if a Participant dies or becomes disabled (and such disability is determined to meet the definition of Totally and Permanently Disabled, if defined in the Plan) while performing Qualified Military Service, such service shall be included as service with the Employer.

By adding the following to the definition of Compensation in the CONTRIBUTION LIMITATION SECTION of Article III:

Beginning January 1, 2009, Compensation shall include Differential Wage Payments.

By adding the following to the MILITARY SERVICE SECTION of Article X:

Beginning January 1, 2007, a Participant who dies on or after January 1, 2007 while performing Qualified Military Service is treated as having resumed and then terminated employment on account of death, in accordance with Code Section 401(a)(37) and any subsequent guidance. The survivors of such Participant are entitled to any additional benefits provided under the Plan on account of death of the Participant.

This amendment is made an integral part of the aforesaid Plan and is controlling over the terms of said Plan with respect to the particular items addressed expressly therein. All other provisions of the Plan remain unchanged and controlling.

Unless otherwise stated on any page of this amendment, eligibility for benefits and the amount of any benefits payable to or on behalf of an individual who is an Inactive Participant on the effective date(s) stated above, shall be determined according to the provisions of the aforesaid Plan as in effect on the day before he became an Inactive Participant.

Signing this amendment, the undersigned, as plan sponsor, has made the decision to adopt this plan amendment. The undersigned is acting in reliance on their own discretion and on the legal and tax advice of their own advisors, and not that of any member of the Principal Financial Group or any representative of a member company of the Principal Financial Group.

Signed this 15th day of December, 2010

For the Employer

By: Mike Mc Murray
Chair, Pension Committee
Title