

LICENSE AGREEMENT

This License Agreement ("*License Agreement*") is made as of the ___ day of _____, 2016 by and between **RK MIDWAY SHOPPING CENTER LLC**, a Delaware limited liability company having an address at c/o RD Management LLC, 810 Seventh Avenue, 10th Floor, New York, New York 10019, as licensor ("*Licensor*") and **ST. PAUL POLICE DEPARTMENT** having an address at 367 Grove St, St Paul, MN 55101, as licensee ("*Licensee*").

WITNESSETH:

WHEREAS, Licensor is the owner of the real property known as Midway Shopping Center, a shopping center which is located on 1562 University Avenue in St. Paul, MN ("*Shopping Center*"); and

WHEREAS, Licensee wishes to enter into this agreement with Licensor for the right to use and occupy, subject to the provisions hereof, that certain Space # 27 in the Shopping Center, which premises are identified on Exhibit A attached hereto and made a part hereof (the "*Licensed Premises*").

NOW THEREFORE, in consideration of the promises herein set forth, the parties hereto agree as follows:

1. LICENSE. Licensor hereby grants to Licensee, subject to the provisions of this License Agreement, a license ("*License*") to use the Licensed Premises for a police substation/office ("*Permitted Use*") and for no other use and purpose whatsoever.

2. TERM. The term of this License Agreement shall commence October 1, 2016 and, unless sooner terminated as hereinafter provided, shall expire on September 30, 2017. Said term shall automatically renew for consecutive one (1) year terms. Notwithstanding the foregoing, either party hereto can terminate this License Agreement on no less than thirty (30) days prior written notice to the other during the original term or any renewal term.

3. LICENSE FEE. The license fee payable by Licensee to Licensor as compensation for the rights granted hereunder shall be \$ 0.

4. SECURITY DEPOSIT. Intentionally Deleted

5. CONDITION OF THE LICENSED PREMISES. Licensee has inspected the Licensed Premises and is thoroughly acquainted with their condition, and accepts same in their "AS IS" condition. In conjunction therewith, Licensee hereby acknowledges and agrees that Licensor shall have no responsibility to make any alterations or improvements to the Licensed Premises. Licensee hereby further acknowledges that Licensor has made no representations, warranties or covenants with respect to the Licensed Premises or otherwise, except as expressly set forth herein, and no rights, easements or licenses are acquired by Licensee by implication or otherwise, except as expressly set forth in this License Agreement.

6. CONSTRUCTION AND MAINTENANCE. Licensee shall have no rights to construct or cause any construction to take place with respect to the Licensed Premises. Licensee shall maintain the Licensed Premises in good condition and repair and in accordance with all laws, rules, ordinances, regulations and codes and other applicable requirements of all county, municipal, state, federal and other applicable governmental or quasi-governmental authorities, and Licensor's insurance requirements, now in force, or which may hereafter be in force (collectively, "**Legal Requirements**") at Licensee's sole cost and expense. Licensee shall keep the Licensed Premises and all displays therein in a neat and clean condition, and shall not permit debris of any kind to accumulate in, on or about the Licensed Premises. Licensee shall promptly remove any and all such debris and dispose of same in accordance with all Legal Requirements.

7. UTILITIES. Utilities shall be provided to Licensee by Licensor under this License Agreement. During the term of this License Agreement, Licensee may cause telephone line(s) to be installed in the Licensed Premises provided that Licensee shall be responsible for all costs and expenses of and related to such telephone lines and/or service. Licensee's obligations under this Section shall survive the expiration and/or earlier termination of this License Agreement.

8. SIGNS. No signs shall be maintained in, on, or about the Licensed Premises unless same shall have been professionally prepared and first been approved in writing by Licensor. No signs in, on, or about the Licensed Premises shall obscure or interfere with the visibility of any other Licensees' or occupants' premises or signs. Any and all signs on the Licensed Premises shall be promptly removed upon request of Licensor upon the termination of this License Agreement, and any damage caused thereby shall promptly be repaired by Licensee at Licensee's sole cost and expense. If Licensee fails to repair any such damage, Licensor may do same and charge the cost thereof to Licensee, which costs Licensee shall promptly pay to Licensor on demand. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

9. INSURANCE. Intentionally Deleted. Licensee represents that it is adequately self-insured.

10. SUBORDINATION. This License Agreement, and all rights of Licensee hereunder, are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases now or hereafter existing affecting the Shopping Center or any portion thereof, whether or not such leases shall also cover other lands and/or buildings, and to all mortgages and assignments of leases and rents which may now or hereafter affect the Shopping Center or any portion thereof and/or any of such leases, whether or not such mortgages or assignments of leases and rents shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such mortgages and spreaders and consolidations of such mortgages. This section shall be self-operative and no further instrument of subordination shall be required.

11. INDEMNITY OF AND NON-LIABILITY OF LICENSOR.

(a) Licensee agrees to indemnify Licensor and to save Licensor harmless from and against all claims, actions, losses, costs and expenses (including, but not limited to, counsels'

fees) resulting from or in connection with any breach by Licensee and/or its agents, contractors, employees, invitees, and/or licensees, of any covenant or condition of this License Agreement, or arising from any act or omission, of Licensee, its employees, servants, agents, contractors, invitees, and/or licensees and/or from the acts or omissions of Licensee's contractors' agents, servants, employees, invitees, or arising from any accident, injury, death, or damage whatsoever and howsoever caused to any person, or to the property of any person, occurring during the term hereof, if the accident, injury, death, or damage occurs in or about the Licensed Premises, or any other part of the Shopping Center if same arises in connection with Licensee's business in the Licensed Premises or the use of any equipment or fixtures or merchandise therein. The provisions of this Article 11 running in favor of Licensor shall be deemed to apply to and cover Licensor and all of its or their agents, contractors, employees, Licensees, invitees and/or licensees. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

(b) Licensee shall use and occupy the Licensed Premises at its own risk and Licensee hereby acknowledges and agrees that Licensor shall have no responsibility or liability for any loss of or damage to any property of Licensee. Licensee further hereby acknowledges and agrees that Licensor shall not be responsible or liable to Licensee or to anyone claiming by, through or under Licensee, for any claims, actions, losses, costs and expenses suffered or incurred by Licensee or to anyone claiming by, through or under Licensee, due to the acts or omissions of any person or occupant of the Shopping Center regardless of cause.

12. ASSIGNMENT. This License Agreement may not be assigned or otherwise transferred by Licensee.

13. DEFAULT AND REMEDIES. If Licensee shall fail to perform any of its obligations hereunder within five (5) days after receipt of notice of such failure, the foregoing shall constitute a "Default" (hereinafter called "**Default**"). Upon the occurrence of a Default, Licensor shall have all rights and remedies available to it at law and in equity. Additionally, upon the occurrence of a Default, Licensor, at its option, may give written notice declaring this License revoked, and thereafter this License Agreement shall terminate on the date set forth in such notice, and Licensor shall have the right to evict the Licensee and its property without any further notice, but Licensee shall remain liable for such damages as Licensor shall or may suffer as a result of Licensee's breach, including but not limited to, expenses incurred by Licensor in evicting Licensee from the Licensed Premises, putting the Licensed Premises in condition for a new occupant, and/or removing Licensee's display racks, merchandise, improvements, alterations, and other personalty. In the event of a breach or threatened breach by Licensee of any of the covenants or provisions hereof, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity whether or not provided for herein. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

14. LICENSOR'S RIGHT TO CURE. If Licensee shall fail or refuse to perform any of its obligations under this License Agreement, then in addition to any other remedies Licensor may have hereunder or at law or in equity, Licensor may, but shall not be obligated to, perform any such obligations and Licensee. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

15. SURRENDER OF LICENSED PREMISES. Upon the expiration or earlier termination of the term of this License, Licensee shall quit and surrender the Licensed Premises in a neat and clean condition and in good order, condition and repair, with all of Licensee's property removed from the Licensed Premises, and all damages to the Licensed Premises caused thereby, repaired, all at Licensee's sole cost and expense, it being the intent of the parties that the Licensed Premises be surrendered in at least the same condition then when delivered to Licensee, reasonable wear and tear excepted. Licensee shall, at Licensee's sole cost and expense, repair any and all damage to the Licensed Premises resulting from the removal of its improvements, alterations, fixtures, furniture, equipment and merchandise. To the extent not removed by Licensee from the Licensed Premises upon the expiration or earlier termination of the term hereof, Licensee's Personalty and any such improvements and alterations, at the option of Licensor, shall be deemed conclusively abandoned by Licensee. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

16. HOLDOVER. Intentionally Deleted. .

17. RULES AND REGULATIONS. Licensee shall abide by all Rules and Regulations that Licensor may promulgate from time to time for the Building.

18. NO INTEREST IN REALTY. Notwithstanding anything to the contrary contained in this License Agreement, the granting of the License shall not be deemed to convey any estate or interest in the land upon which it is situated, or any right to exclusive possession of any part thereof. Licensor and/or Licensor's agents shall have the right to enter the Licensed Premises at all times to examine same, and to show them to prospective purchasers or mortgagees, and to make such repairs, alterations, improvements or additions as Licensor may deem necessary or desirable.

19. NO BROKER. Licensor and Licensee represent and warrant to each other that they dealt with no real estate agent, broker or finder in connection with this transaction except for RD Management LLC, having an office at 810 Seventh Avenue, New York, New York ("**Broker**").] Each party agrees to indemnify and save the other harmless from and against any demand for payment of a commission or finder's fee by any agent, broker or finder claiming to have dealt with the indemnifying party. [Licensor shall pay any commission due to the Broker pursuant to a separate agreement.] The provisions of this paragraph shall survive the expiration or earlier termination of this License Agreement.

20. NOTICES. All notices and other communication to be given in connection with this License Agreement shall be in writing, and sent by messenger, by certified mail, return receipt requested, postage prepaid, or by nationally or regionally recognized overnight courier service providing proof of receipt and proof of delivery, to the parties at their addresses stated above or by fax or email. Any party or persons entitled to receive notice hereunder may designate an address, fax number or email address different from those provided above by sending a notice thereof in the manner provided for giving notices hereunder. Notices given in the manner provided above shall be deemed given on the date of receipt or refusal. All notices on behalf of Licensor may be given by Licensor's managing agent and/or its counsel with the same force and effect as if given by Licensor.

21. NON-WAIVER. The failure of Licensor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that Licensor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

22. LIENS. Licensee shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Licensed Premises or the Shopping Center, and should any such lien be made or filed, Licensee shall cause the same to be discharged of record by payment, bonding or otherwise within the earlier of: (a) ten (10) days after the date Licensee becomes aware of such lien, or (b) ten (10) days after written request by Licensor. Should Licensee fail to discharge same within said ten (10) day period, Licensor may, at its option, bond or pay the said lien without inquiring into the validity thereof, and Licensee shall, upon demand, reimburse Licensor the total expense incurred by Licensor as additional rent hereunder.

23. CASUALTY/ CONDEMNATION. If the Licensed Premises or any part thereof is materially damaged by fire or other casualty, then Licensor shall have the option to terminate this License Agreement, to be exercised by notice to Licensee given within thirty (30) days after the date of such fire or other casualty and the date set forth in such notice shall be the expiration date of the License granted herein. If all or any part of the Licensed Premises shall be acquired or taken by condemnation or in any other manner for any public or quasi-public use or purpose, the term of this License Agreement shall expire and terminate as of the date of vesting of title in the condemning or appropriating agency which shall be the expiration date of the License granted herein.

24. RIGHT OF ENTRY. Licensor and/or Licensor's agents shall have the right to enter the Licensed Premises upon prior notice to examine same, and to show them to prospective purchasers or mortgagees, and to make such repairs, alterations, improvements or additions as Licensee may deem necessary or desirable. Licensee shall be allowed to take all material into and upon the Licensed Premises that may be required therefor without the same constituting an eviction of Licensee in whole or in part and the license fee reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Licensee, or otherwise. During the four (4) months prior to the expiration of the term of this License or any renewal term, Licensee may exhibit the Licensed Premises to prospective tenants or purchasers, and place upon the Licensed Premises the usual notices "To Let" or "For Sale" which notices Licensee shall permit to remain thereon without molestation. Nothing herein contained, however, shall be deemed or construed to impose upon Licensee any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Licensed Premises or any part thereof, except as otherwise herein specifically provided.

25. HAZARDOUS SUBSTANCES. Licensor agrees that it shall not generate, store, manufacture, refine, transport, treat, dispose of or otherwise permit to be present on or about the Licensed Premises or the Building, any Hazardous Substances (as defined below). As used herein, "**Hazardous Substances**" shall be defined as any "hazardous chemical," "hazardous substance," or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 59601, *et. seq.*), any rules or regulations promulgated thereunder, or in any other applicable federal, state or local law, rule or regulation

dealing with environmental protection. Licensee shall defend, indemnify and hold harmless Licensor, its agents, contractors, employees and managing agent from and against any and all costs, expenses, claims and liabilities whatsoever from the default of this Section by Licensee, its agents, contractors invitees or employees. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement.

26. MISCELLANEOUS. This License Agreement (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) shall be governed by, and construed in accordance with, the laws of laws of the State in which the Building is located, (iii) represents the entire and integrated agreement among the parties hereto with respect to the subject matter covered hereby, (iv) may not be changed orally, but only by a writing signed by the party against whom enforcement is sought, (v) shall not be strictly construed against any party hereto, all parties agreeing that they have participated fully and equally in the preparation of this agreement, (vi) may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument and (vii) may be executed by facsimile signatures (or by copies of physically signed documents exchanged via email attachments in PDF format or equivalent).

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the day and year first above written.

LICENSOR:

RK MIDWAY SHOPPING CENTER LLC

By: RK Midway Corp., its managing member

By: _____
Name: Richard Birdoff
Title: President

LICENSEE:

ST. PAUL POLICE DEPARTMENT

By: _____
Name: Kathleen A. Wuorinen
Title: Assistant Chief of Police

By: _____
Name: Christopher Coleman
Title: Mayor

By: _____
Name: Daphne VanBuren
Title: Assistant City Attorney

By: _____
Name: Todd Hurley
Title: Director of the Office of Financial
Service

By: _____
Name: Shari Moore
Title: City Clerk

Midway Shopping Center

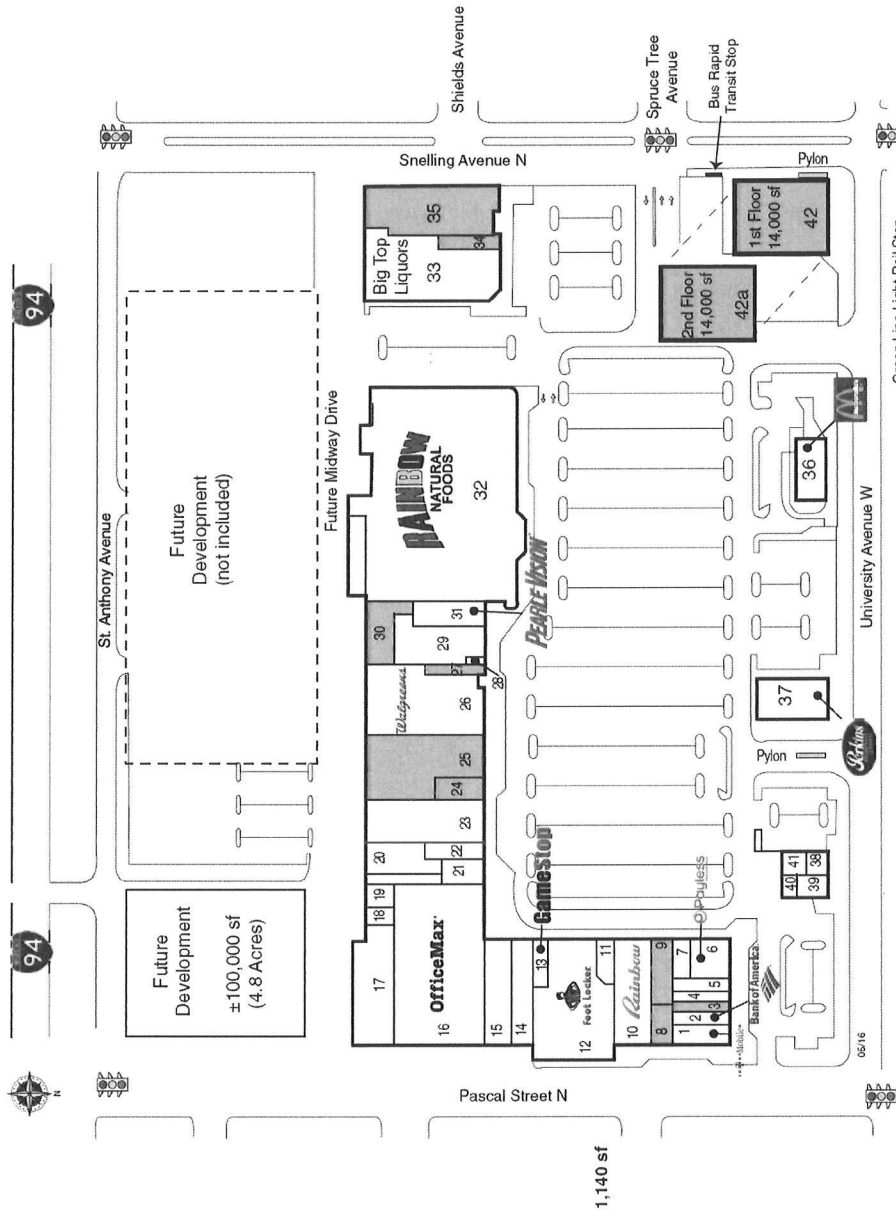
University Avenue W and Snelling Avenue N (Route 51)

St. Paul, Minnesota 55104

EXHIBIT A

RD
MANAGEMENT LLC

Darren Sasso
212-265-6800 x354
dsasso@rdmanagement.com
810 Seventh Avenue, 10th floor
New York, NY 10019



1. T-Mobile
2. Bank of America
3. Midway Smoke (13.6' x 85')
4. Golden Gate
5. Le Nails
6. Payless ShoeSource
7. GNC
8. Available Office (25' x 52.5')
9. Available (30' x 90.4')
10. Rainbow Apparel
11. Great Clips
12. Foot Locker
13. Gamestop
14. To New York
15. Great Lakes Buffet
16. Office Max
17. Dancers Studio
18. Dancers Studio
19. Mimi's Beauty Salon
20. Dancers Studio
21. H&R Block
22. Selly Beauty
23. Family Dollar
24. Available (30' x 83')
25. Available (60' x 160' irr.)
26. Walgreens (60' x 160' irr.)
27. St. Paul Police Dept. (15' x 76')
28. Bowl Rite (lower level)
29. Home Choice
30. Available Office (72' x 32.37')
31. Pearle Vision
32. Rainbow Foods
33. Big Top Liquors
34. Available (18' x 83')
35. Available (68' x 188' irr.)
36. McDonald's
37. Perkins
38. Money Express
39. Little Caesars
40. Apollo Locksmith
41. Jimmy John's Subs
42. Available - 1st Floor
- 42a. Available - 2nd Floor

Information furnished is from sources deemed reliable, but is not guaranteed by RD Management and is subject to change in price, corrections, errors and omissions, prior sale or withdrawal without notice.