

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is effective this 1<sup>st</sup> day of April, 2013, by and between MINNESOTA LIFE INSURANCE COMPANY, ("Landlord"), and THE CITY OF SAINT PAUL, ACTING THROUGH THE SAINT PAUL POLICE DEPARTMENT ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease") for a premises comprising 3,191 square feet of net usable area on the second floor skyway level (the "Premises") of the building located at 401 Robert Street North in St. Paul, Minnesota (the "Building");

WHEREAS, Capitol City Property Management, Inc., has entered into a Master Lease with Minnesota Life Insurance Company dated March 26, 2002 (as defined in Article 34 of the Lease), and Tenant attorns to Minnesota Life Insurance Company as Landlord; and

WHEREAS, Landlord and Tenant wish to extend the term of the Lease and make other changes to the Lease as described herein.--

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant herein agree as follows:

1. Exercise of Lease Renewal. Exercise of Lease Renewal. Landlord and Tenant hereby agree to renew the lease for one period of five years (the "Renewal Period") commencing on November 1, 2012 through October 31, 2017. This Lease may be terminated by either party upon sixty (60) days' written notice to the other party.
2. Base Rent. Base Rent will continue to be paid as described in Article 3 of the Lease.
3. Relocation. Article 35 of the Lease is hereby deleted in its entirety and replaced with the following:

"A. The Landlord shall have the right at any time, upon reasonable notice to Tenant (the "Relocation Notice"), to relocate Tenant to a different premises ("Substitute Premises") in the Building or in Landlord's building located at 400 Robert Street North, St. Paul, Minnesota, provided that the Substitute Premises are of approximately the same size and finish as the Premises and provided that

Landlord reimburses Tenant for all reasonable out-of-pocket expenses incurred by Tenant as a result of the relocation. Tenant shall relocate to the Substitute Premises within the time set out in the Relocation Notice. Upon the date Tenant takes possession of the Substitute Premises, this Lease shall be deemed amended to provide for the Substitute Premises and all other terms and conditions of the Lease shall remain in full force and effect. Tenant agrees to execute any document reasonably required by Landlord to reflect the relocation to the Substitute Premises.

B. The Landlord shall have the right at any time, upon reasonable notice to Tenant (the "Reduction Notice"), to reduce the size of the usable square footage of the Premises. The portion of the Premises taken by Landlord shall be known as the "Reclaimed Premises." The portion continuing to be occupied by Tenant shall be known as the "Reduced Premises." Tenant shall vacate the Reclaimed Premises within the time set out in the Reduction Notice. Upon the date Landlord takes possession of the Reclaimed Premises, this Lease shall be deemed amended to provide for the Reduced Premises and all other terms and conditions of the Lease shall remain in full force and effect. Tenant agrees to execute any document reasonably required by Landlord to reflect the reduction in the size of the Premises." Tenant agrees to cooperate with Landlord's construction of a demising wall to separate the Reclaimed Premises and the Reduced Premises, but the costs of such demising wall will be paid by Landlord."

4. Tenant Improvements. Tenant accepts Premises on an "as is" basis.
5. Status of Master Lease. In accordance with Article 34 of the Lease, the parties recognize and agree that the Lease is now a sublease in nature, subordinate to the Master Lease, and Tenant hereby recognizes and attorns to Minnesota Life Insurance Company as the sublessor and landlord under the Lease. Landlord, as sublessor, hereby covenants and agrees that Tenant's use and occupancy of the Premises shall be governed solely by the Lease and the terms and provisions contained therein, and to the extent of any conflict between the terms and provisions of this Lease and the terms and provisions of the Master Lease, the terms of this Lease shall control with respect to the rights and obligations of Tenant.
6. Broker. Tenant hereby represents and warrants to Landlord that Tenant has not employed any broker in regard to this First Amendment. Tenant shall indemnify and hold Landlord harmless from and against any expense incurred by Landlord as a result of any claim for brokerage or other commissions made by any other broker, finder, or agent, whether or not meritorious, employed by Tenant or claiming by, through, or under Tenant.
7. Ratification of the Lease. Except as otherwise amended hereby, the terms and covenants of the Lease are hereby verified and ratified by Landlord and Tenant, and remain in full force and effect.

8. Definitions. All defined terms used herein shall have the same meaning ascribed to them in the Lease unless otherwise defined herein.

THIS FIRST AMENDMENT TO LEASE is effective as of the date first above written.

LANDLORD:

TENANT:

MINNESOTA LIFE  
INSURANCE COMPANY

THE CITY OF SAINT PAUL,  
ACTING THROUGH THE SAINT PAUL  
POLICE DEPARTMENT

By: [Signature]

By: Nancy P. Horner

Its: 2ND VP, Facilities

Its: Mayor

By: [Signature]

Its: Chief of Police

By: [Signature] JCO

Its: Director, Department of Finance and  
Management Services

By: [Signature]

Its: Assistant City Attorney