

### THIRD AMENDMENT TO SECOND AGREEMENT

THIS THIRD AMENDMENT TO SECOND AGREEMENT, dated \_\_\_\_\_, 2017 (this "Amendment"), is entered into by and between CITY OF SAINT PAUL, MINNESOTA, a municipal corporation (the "City"), and SAINT PAUL RIVERCENTRE CONVENTION AND VISITORS AUTHORITY, a Minnesota nonprofit corporation (the "Authority").

#### RECITALS

WHEREAS, the City and the Authority, are parties to that certain Second Agreement, dated January 1, 2009, as amended by that certain First Amendment to Second Agreement dated \_\_\_\_\_, 2011, and that Second Amendment to Second Agreement dated \_\_\_\_\_, 2014 (collectively, the "Agreement").

WHEREAS, the Term of the Agreement currently expires on December 31, 2017.

WHEREAS, the City and the Authority desire to extend the Term of the Agreement and amend certain other terms of the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

#### AGREEMENT

1. Capitalized Terms. Terms capitalized in this Amendment, but not otherwise defined, have the meanings ascribed thereto in the Agreement.

2. Term and Termination.

(a) Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2.1 Term. The period during which the Authority shall provide services hereunder and during which the City shall purchase and pay for services in accordance with this Agreement shall be extended by thirty six (36) months (the “Term”), which extended Term shall start on January 1, 2018 (the “Start Date”), and end on December 31, 2021, unless terminated sooner as provided in this Agreement.”

(b) Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“2.3 Optional Termination. December 31, 2020, shall be the “Optional Termination Date.” Each of the City and the Authority shall have the right to terminate this agreement, without cause or penalty, by giving notice of such termination to the other at least one hundred and eighty (180) days before such Optional Termination Date. The effective date of the termination pursuant to this Section 2.3 shall be the later of the Optional Termination

Date or the date upon which the City has both legally and effectively transferred the services provided for under this Agreement to an entity other than the Authority.”

3. Miscellaneous. This Amendment may be executed in any number of counterparts, all of which are considered one and the same Amendment notwithstanding that all parties hereto have not signed the same counterpart. Except as modified herein, all terms and conditions of the Agreement as amended remain in full force and effect.

*[The remainder of this page left blank intentionally. Signature page follows.]*

**SIGNATURE PAGE TO  
SECOND AMENDMENT TO SECOND AGREEMENT**

IN WITNESS WHEREOF, the City and the Authority have executed this Second Amendment to Second Agreement as of the day and year first above written.

**AUTHORITY:**

SAINT PAUL RIVERCENTRE CONVENTION  
AND VISITORS AUTHORITY,  
a Minnesota nonprofit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

CITY OF SAINT PAUL, MINNESOTA,  
a municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Its: Assistant City Attorney