


RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 RESOLVED, that the Saint Paul Police Department is authorized to enter into the Lease Addendum
 2 No. 5 with the Hamline Park Plaza Partnership for office space at 570 N. Asbury #106A. The leased
 3 office space will continue to be used by the Employee Assistance Program (EAP) for counseling,
 4 training and consultation.
 5

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of **POLICE**


By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Hamline Park Plaza Office Building
Lease Addendum No. 5

ALL TERMS and conditions of the lease between Hamline Park Plaza Partnership, representing the Owners (Landlord) and St. Paul Police Department, Employee Assistance Program, a City of St. Paul funded program (Tenant) signed on 18th of January, 2000 along with Addendum No. 1, signed on October 10, 2002, Addendum No. 2, signed June 2, 2005, and Addendum No. 3 signed April 25, 2007, and Addendum No. 4 signed August 17, 2010 will remain in full force and effect through this Addendum No. 5 signed _____, 2013, except for the following:

TERM

The term of the lease addendum shall be from August 1, 2013 to July 31, 2015 unless earlier terminated as provided in the lease. During the extended term of the lease the Tenant or Landlord may give a 90-day notice to vacate. Notice to vacate can only be given for the last day of the month.

RENT

a) For the period from August 1, 2013 to July 31, 2015, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$33,600.00, payable in monthly installments of \$1,400.00, in advance on the first day of each and every calendar month.

OTHER:

Landlord will allow free use of first floor conference room for Tenant meetings. Use of the conference room is on a first come, first serve basis. Landlord will paint the two window offices and touch up paint the reception/entry area.

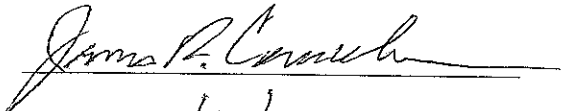
Should the electric/gas expenses for the building increase from one year to the next at a rate greater than 3%, a pro-rated share of the electric/gas charges will be assessed to the tenant based on the Tenant's rentable square footage. Tenant will be notified in December of each year what the monthly charge will be if any. Charges will be based on the actual expenses from the previous year and can be paid monthly with the base rent amount or in one lump sum.

Hamline Park Office Plaza's present real estate assessed value is under \$4,800,000. In the event, that the real estate tax value of Hamline Park Office Plaza would increase over the life of the lease to a value over an assessed value of \$4,900,000 (BASE AMOUNT), then Tenant agrees to pay as additional rent it's pro-rated share of such assessed real estate value tax, using the total rentable square feet of Hamline Park Plaza as the basis for the pro ratio amount. Tenant would be notified the first of April of each year, if such increase occurred, of their pro-rated share and the increased real estate tax amount would then be invoiced to Tenant for payment during May of the same year.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease addendum as of the date above written.

Landlord:

James R. Councilman
dba Hamline Park Office Plaza



Date: 7/11/13

Tenant:

Chief of Police Date: _____

Assistant City Attorney Date: _____

Director of Finance Date: _____

Mayor or Representative of Mayor's Office Date: _____

#02-13476-0

**Hamline Park Plaza Office Building
Lease Addendum No. 4**

ALL TERMS and conditions of the lease between Hamline Park Plaza Partnership, representing the Owners (Landlord) and St. Paul Police Department, Employee Assistance Program, a City of St. Paul funded program (Tenant) signed on 18th of January, 2000 along with Addendum No. 1, signed on October 10, 2002, Addendum No. 2, signed June 2, 2005, and Addendum No. 3 signed April 25, 2007, will remain in full force and effect through this Addendum No. 4 signed 8/17, 2010, except for the following:

TERM

The term of this addendum shall be from August 1, 2010 to July 31, 2013 unless earlier terminated as provided in the lease.

RENT

- a) For the period from August 1, 2010 to December 31, 2010, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$4,000.00, payable in monthly installments of \$800.00, in advance on the first day of each and every calendar month.
- b) For the period from January 1, 2011 to July 31, 2011, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$8,400.00, payable in monthly installments of \$1,200.00, in advance on the first day of each and every calendar month.
- b) For the period from August 1, 2011 to July 31, 2012, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$15,600.00, payable in monthly installments of \$1,300.00, in advance on the first day of each and every calendar month.
- c) For the period from August 1, 2012 to July 31, 2013, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$15,600.00, payable in monthly installments of \$1,400.00, in advance on the first day of each and every calendar month.

OTHER:

\$16,800 MB

Landlord will allow free use of first floor conference room for Tenant meetings. Use of the conference room is on a first come, first serve basis.

Should the electric/gas expenses for the building increase from one year to the next at a rate greater than 3%, a pro-rated share of the electric/gas charges will be assessed to the tenant based on the Tenant's rentable square footage. Tenant will be notified in December of each year what the monthly charge will be if any. Charges will be based on the actual expenses from the previous year and can be paid monthly with the base rent amount or in one lump sum.

Hamline Park Office Plaza's present real estate assessed value is under \$4,800,000. In the event, that the real estate tax value of Hamline Park Office Plaza would increase over the life of the lease to a value over an assessed value of \$4,900,000 (BASE AMOUNT), then Tenant agrees to pay as additional rent it's pro-rated share of such assessed real estate value tax, using the total rentable square feet of Hamline Park Plaza as the basis for the pro ratio amount. Tenant would be notified the first of April of each year, if such increase occurred, of their pro-rated share and the increased real estate tax amount would then be invoiced to Tenant for payment during May of the same year.

OFFER TO LEASE TERMINATION DATE:

This offer to extend the lease term of suite 106A will automatically expire, if two (2) signed original copies of this lease addendum are not returned to Landlord on or before July 31, 2010.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease addendum as of the date above written.

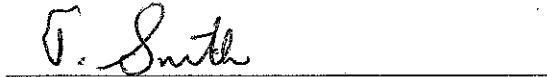
Landlord:

James R. Councilman
dba Hamline Park Office Plaza



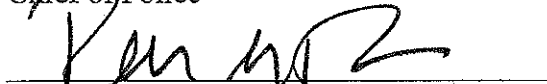
Date: _____

Tenant:



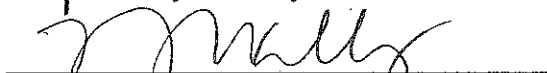
Chief of Police

Date: 7-15-10



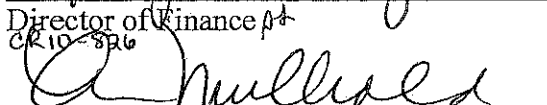
Assistant City Attorney

Date: 8-11-10



Director of Finance ^{pt}
CR 10-896

Date: 8-13-10



Mayor or Representative of Mayor's Office

Date: 8/17/2010

**Hamline Park Plaza Office Building
Lease Addendum No. 3**

ALL TERMS and conditions of the lease between Hamline Park Plaza Partnership, representing the Owners (Landlord) and St. Paul Police Department, Employee Assistance Program, a City of St. Paul funded program (Tenant) signed on 18th of January, 2000 along with Addendum No. 1, signed on October 10, 2002, and Addendum No. 2, signed June 2, 2005, will remain in full force and effect through this Addendum No. 3 signed _____, 2006, except for the following:

Both parties are aware of the change in ownership from Hamline Park Plaza Partnership to James R. and Mary Councilman dba Hamline Park Office Plaza.

ADDITION OF RENTAL SPACE

Tenant will lease approximately 185 additional rentable square feet identified as a portion of Suite 108, along with Suite 106A, which is 622 (622 is an adjusted rentable square footage based on current architectural calculations. This is a change of 14 rentable square feet, from the current lease which shows the rentable square footage at 608 rentable square feet), for a total of 807 rentable square feet.

570 N. Asbury

TERM

The term of this addendum shall be from December 1, 2006 to July 31, 2010 unless earlier terminated as provided in the lease.

RENT

- a) For the period from December 1, 2006 to July 31, 2007, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$10,600.00, payable in monthly installments of \$1,325.00, in advance on the first day of each and every calendar month.
- b) For the period from August 1, 2007 to July 31, 2008, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$16,548.00, payable in monthly installments of \$1,379.00, in advance on the first day of each and every calendar month.
- c) For the period from August 1, 2008 to July 31, 2009, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$17,052.00, payable in monthly installments of \$1,421.00, in advance on the first day of each and every calendar month.
- d) For the period from August 1, 2009 to July 31, 2010, Tenant shall pay as Annual Base Rent for the demised premises, without any set-off or deduction \$17,568.00, payable in monthly installments of \$1,464.00, in advance on the first day of each and every calendar month..

OFFER TO LEASE TERMINATION DATE:

This offer to extend the lease term of suite 106A will automatically expire, if two (2) signed original copies of this lease addendum are not returned to Landlord on or before November 15, 2006.

TENANT IMPROVEMENTS:

Landlord agrees to provide the following work at Landlord's expense: Create an opening into hallway of current Suite 108 from 106A north, window office. Divide Suite 108 by constructing a wall. Add a new doorway into Suite 108 from building hallway. Replace carpeting in Suite 108 additional area. Patch and paint walls as needed.

OTHER:

Landlord will allow free use of first floor conference room for Tenant meetings. Use of the conference room is on a first come, first serve basis.

Should the electric/gas expenses for the building increase from one year to the next at a rate greater than 3% a pro-rated share of the electric/gas charges will be assessed to the tenant based on the Tenant's rentable square footage. Tenant will be notified in December of each year what the monthly charge will be. Charges will be based on the actual expenses from the previous year and can be paid monthly with the base rent amount.

In the event, that the real estate tax assessed value of Hamline Park Plaza would increase over the life of the lease to a value over an assessed value of \$3,000,000 (BASE AMOUNT), Tenant agrees to pay as additional rent it's pro rated share of such assessed real estate value tax, using the total rentable square feet of Hamline Park Plaza as the basis for the pro ratio amount.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease addendum as of the date above written.

Landlord:

James R. Councilman
Dba Hamline Park Office Plaza

James R. Councilman

Date: 4/25/07

Tenant:

[Signature]
Chief of Police

Date: 2/21/07

[Signature]
Assistant City Attorney

Date: 3-27-07

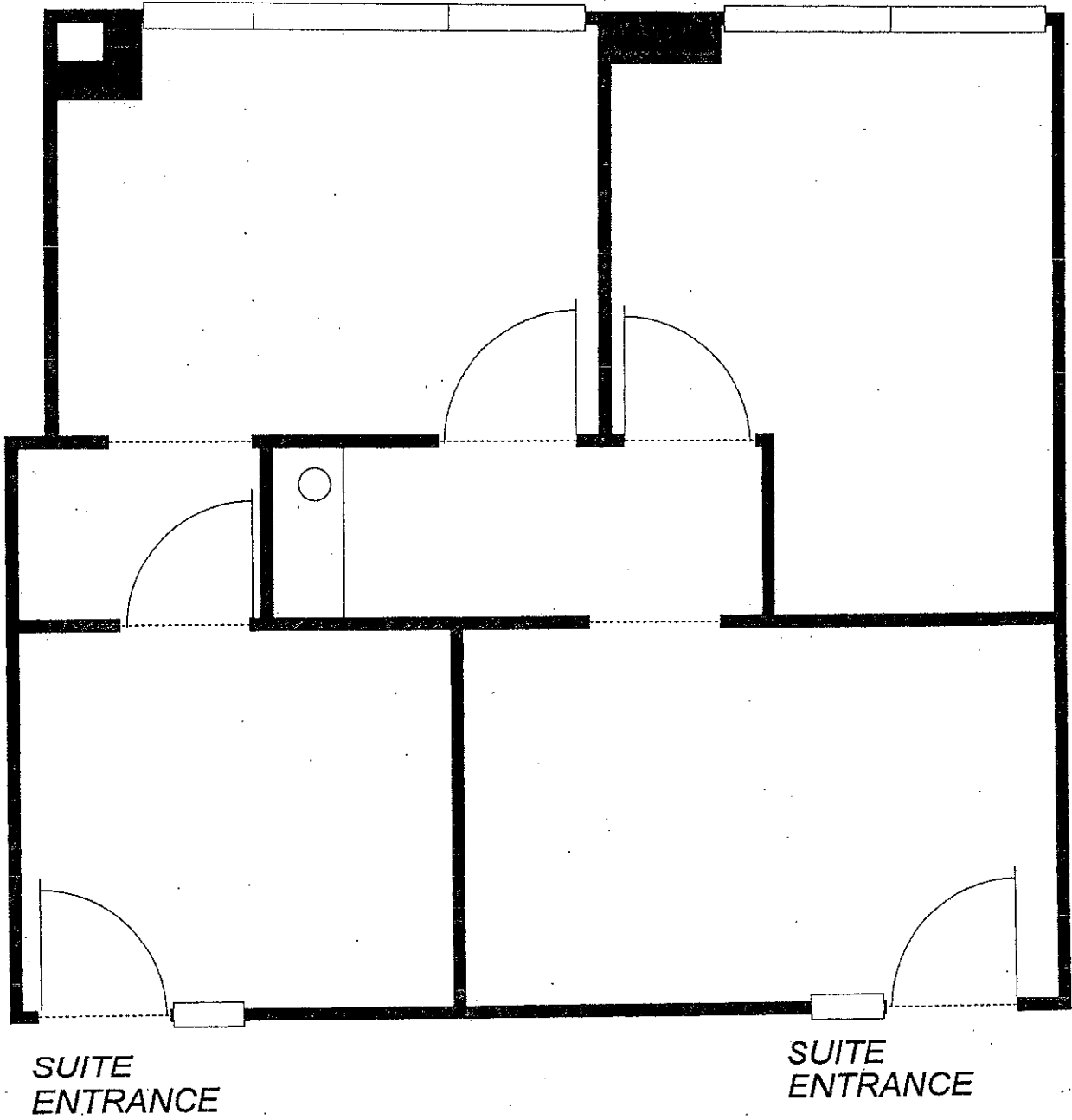
[Signature]
Director of Finance CF07-264

Date: _____

Nancy P. Hornans
Mayor or Representative of Mayor's Office

Date: April 2, 2007

Exhibit A



**Hamline Park Plaza Office Building
Lease Addendum No. 2**

ALL TERMS and conditions of the lease between Hamline Park Plaza Partnership, representing the Owners (Landlord) and St. Paul Police Department, Employee Assistance Program, a City of St. Paul funded program (Tenant) signed on 18th of January, 2000 and Addendum No. 1, signed on October 10, 2002 will remain in full force and effect through this Addendum No. 2 signed _____, 2005, except for the following:

TERM

The term of this addendum shall be from August 1, 2005 to July 31, 2007 unless earlier terminated as provided in the lease.

RENT

For the entire rent period from August 1, 2005 to July 31, 2007, Tenant shall pay as a Monthly Gross Base Rent for the demised premises, with out any set-off or deduction, the sum of \$ 985.00, in advance, on the first day of each and every calendar month throughout the twenty-four (24) month lease addendum term.

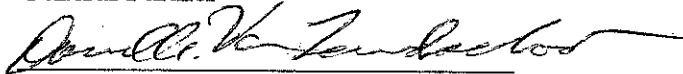
OFFER TO LEASE TERMINATION DATE:

This offer to extend the lease term of suite 106A will automatically expire, if two (2) signed original copies of this lease addendum are not returned to Landlord on or before March 1, 2005.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease addendum as of the date above written.

Landlord:

Hamline Park Plaza Partnership
General Partner



Date: June 6-05

Tenant:


Chief of Police

Date: 4/12/05


Assistant City Attorney

Date: 6-7-05


Director of Finance CF05-469 DE

Date: 6-2-05

Mayor or Representative of Mayor's Office

Date: _____

**Hamline Park Plaza Office Building
Lease Addendum No. 1**

ALL TERMS and conditions of the lease between Hamline Park Plaza Partnership, representing the Owners (Landlord) and St. Paul Police Department, Employee Assistance Program, a City of St. Paul funded program (Tenant) signed on 18th of January, 2000 will remain in full force and effect through this addendum signed _____, 2002, except for the following:

TERM

The term of this addendum shall be from February 1, 2003 to July 31, 2005 unless earlier terminated as provided in the lease.

RENT

For the entire rent period from February 1, 2003 to July 31, 2005, Tenant shall pay as a Monthly Gross Base Rent for the demised premises, with out any set-off or deduction, the sum of \$ 912.00, in advance, on the first day of each and every calendar month throughout the thirty (30) month lease addendum term.

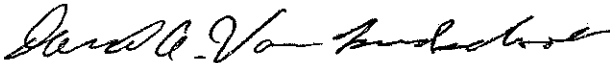
OFFER TO LEASE TERMINATION DATE:

This offer to extend the lease term of suite 106A will automatically expire, if two (2) signed original copies of this lease addendum are not returned to Landlord on or before November 15th, 2002.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this lease addendum as of the date above written.

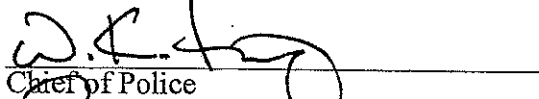
Landlord:

Hamline Park Plaza Partnership
General Partner

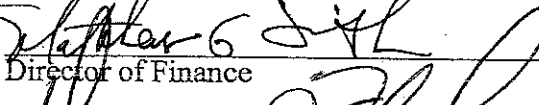


Date: Sept 20-02

Tenant:

 Date: 10-04-02
Chief of Police

 Date: 10-22-02
Assistant City Attorney

 Date: 10-27-02
Director of Finance

 Date: 10-31-02
Mayor

HAMLIN PARK PLAZA LEASE

THIS LEASE is made and entered into this _____ day of _____, 199__, by and between Hamline Park Plaza Partnership, Owners ("Landlord"), and St. Paul Police Department, Employee Assistance Program, a City funded program ("Tenant"). For and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

PREMISES:

1. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, for the term and upon the conditions hereinafter provided, the space consisting of approximately 608 square feet, outlined on the attached Exhibit A. Such space is hereinafter referred to as the "demised premises." The demised premises are on the first level of the office building located at 570 Asbury Street, St. Paul, Minnesota (hereinafter referred to as the "Building") situated in Ramsey County, Minnesota on land legally described on Exhibit B (the "Land"). Landlord hereby also grants to Tenant the right of joint use, together with Landlord and other tenants, of certain common areas and facilities, including but not limited to elevator, stairways and stairwells as depicted in Exhibit A-1, and general nonassigned parking above grade in the parking ramp on the land (the "Common Areas"). The Building (including the adjacent parking ramp and underground parking), the Land and all improvements therein and thereon are hereinafter referred to as the "Project".

TERM:

2. The term of this lease shall commence on February 1, 2000, and expire at midnight on January 31, 2003, unless earlier terminated as provided in this lease.

POSSESSION:

3. Upon taking possession of the demised premises, tenant shall perform and abide by all terms and conditions of this lease, except for payment of rent, which shall commence on the Rent Commencement date which shall be February 1, 2000. Tenant already occupies the office suite and this is a new lease for the same suite.

RENT AND SECURITY DEPOSIT:

A late fee in the amount of \$ 50.00 payable to Landlord if monthly rent, in full, is not received in Landlord's office within 10 days from the date rent is due.

The term "Rent" when used in this lease shall mean Annual Base Rent together with any additional rent.

4. (a) For the period from Rent Commencement date (Defined in Article 3 above) to January 31, 2003, Tenant shall pay as an Annual Base Rent for the demised premises, without any set-off or deduction, the sum of \$9,732.00 Monthly Base Rent for the demised premises, without any set-off or deduction, \$ 811.00, in advance, on the first day of each and every calendar month.

Rent shall be payable to Landlord c/o Justin Properties Inc., Hamline Park Plaza, Suite 108, 570 Asbury Street, Saint Paul, Minnesota 55104 or to such other party or parties and at such place or places as the Landlord may hereafter from time to time designate in writing.

A security deposit in the amount of \$ _____ N/A _____ and the first months rent in the amount of \$ _____ N/A _____ is due upon execution of this lease.

REMODELING OF THE DEMISED PREMISES:

5. Landlord shall at its sole cost and expense improve the demised premises according to and to the extent provided in the specifications attached hereto and made a part hereof as Exhibit A and C ("Landlord's Work"). Landlord contemplates completion of Landlord's Work on n/a. In the event the Landlord is unable to complete construction and deliver possession to Tenant on such date for any reason whatsoever, the Landlord shall not be liable to the Tenant for any damages whatsoever. Landlord shall continue to use its best efforts to complete improvements of the same as soon as reasonably possible and this lease shall remain in full force and effect, except that the Rent Commencement Date shall be postponed to a date which is five (5) days following issuance of a certificate of substantial completion for Landlord's Work. In the event the Rent Commencement Date is postponed, the Termination date shall be extended by the same amount of the postponement. Tenant shall take possession of the demised premises upon completion of Landlord's work, and upon doing so shall have accepted the demised premises and acknowledged that Landlord's work has been substantially completed in accordance with Exhibit C. Landlord shall have no construction, reconstruction, modification obligations whatsoever. All improvements to the premises, other than that provided for on Exhibit C, shall be at the sole cost and expense of Tenant.

If no improvements are listed on Exhibit C, Tenant acknowledges acceptance of the condition of Demised Premises as of the execution date of this lease.

ELECTRICAL COSTS:

6. Electricity will be supplied to the Demised Premises for standard building lighting and office use. Any electricity which Landlord has not in this paragraph agreed to provide to the Demised Premises, but which the Landlord agrees to supply to the Demised Premises at any time during the Lease Term, will be furnished subject to special charge as agreed upon between Landlord and Tenant.

USE:

7. Tenant will use and occupy the demised premises solely for office purposes and in accordance with the use permitted under all applicable regulations of all governmental authorities having jurisdiction over the demised premises. Tenant, its employees and invitees will also be permitted to use the neighboring parking ramp without additional charge on a space-available basis. Included with this lease, at no additional charge, is the use of N/A located directly below the Plaza building. Without the prior written consent of Landlord, the demised premises will not be used for any other purpose. Tenant will not use or occupy the demised premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations and orders of the United States of America, the State of Minnesota and all other governmental units having jurisdiction over the demised premises. Landlord shall operate and maintain the building premises during normal business hours as usual and customary for office buildings in the Mpls-St. Paul area and on customary business days. As of the Rent Commencement Date, normal business hours and days shall be between 7:00 a.m. and 8:30 p.m. Monday through Friday and between 7:00 a.m. and 1:30 p.m. Saturday, holidays excepted.

No part of the demised premises shall be used for lodging, commercial cooking

or any purpose which is immoral or which will interfere with the general safety, comfort and convenience of the owners, occupants and tenants of the Building. In particular but without limitation, Tenant shall not exhibit, sell or offer for sale, use, rent or exchange in the demised premises or Building any article, thing or service except those ordinarily embraced within the use of the demised premises as specified, without prior written consent of Landlord.

If machines or equipment generating heat are used by Tenant in the lease premises which affect the temperature otherwise maintained by the air conditions system, Landlord reserves the right to install, or to require Tenant to install adequate supplementary air conditioning equipment in the Demised Premises. Regardless of who performs such installation, all costs of installation, operation and maintenance thereof, and all utility costs incurred in connection therewith shall be promptly paid by tenant.

If sewer service and water are furnished to the Demised Premises for any purpose other than for drinking, lavatory and toilet purposes, all costs for installation, operation and maintenance of such utilities and service shall be promptly paid by Tenant.

INDEMNITY:

8. Except for injuries, death or property damage resulting from Landlord's negligence, Landlord (including its partners, employees, agents and representatives) shall not be liable to Tenant, or those claiming through or under the Tenant, for any injury, death or property damage occurring in, on or about the Building. Tenant shall indemnify the Landlord and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, on or about the demised premises or the building arising from the Tenant's negligence or intentional misconduct.

ASSIGNMENT AND SUBLETTING:

9. Tenant will not assign, transfer, mortgage or encumber this lease or sublet or rent or permit occupancy or use of the demised premises, or any part thereof, by any third party, without obtaining the prior written consent of Landlord: nor shall any assignment or transfer of this lease be effectuated by operation of law or otherwise without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this lease, nor shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this lease, nor shall any such assignment or subletting be construed to relieve Tenant from obtaining the consent in writing of Landlord to any further assignment or subletting. Landlord agrees not to unreasonably withhold its approval to allow Tenant to sublet premises. Landlord is aware that Tenant expects to sublet office space to other professionals.

MAINTENANCE:

10. Subject to Landlord's obligation to provide janitorial services as set forth in Article 16, Tenant at Tenant's expense will keep the demised premises and the fixtures and equipment therein in clean, safe and sanitary condition, in good and proper order and repair, will take good care thereof, will suffer no waste or injury thereto, and will, at the expiration or other termination of the term of this lease, surrender the same with all walls, carpets and other improvements cleaned and in the same order and condition in which they are on the commencement of the term of this lease, ordinary wear and tear or damage from an insured casualty excepted. Landlord shall make all necessary structural repairs as well as necessary repairs to the Building, the outer walls, roof, down spouts, gutters, windows and window panes. Landlord shall keep the plumbing, sewage, heating, air conditioning, electrical and ventilating systems in good repair, ordinary wear and tear or damage by casualty excepted. Landlord shall maintain and keep the common areas in a safe and sanitary condition provided,, however, any cost of repairs to the Building, to the demised premises or to any

common areas which are occasioned by the acts of Tenant, its officers, employees, agents or invitees; shall be paid for by Tenant, as additional rent hereunder, immediately upon billing, except for any defective light fixtures and/or window glass which have not been damaged through fault of Tenant. Landlord agrees to maintain all mechanical and electrical improvements in good condition. The replacement of light bulbs, other than fluorescent, is the sole responsibility of the tenant.

ALTERATIONS:

11. Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the demised premises or the Building, without the prior written consent of Landlord, which consent may, except as to interior decorations, be withheld. Landlord shall not unreasonably withhold consent on Tenant's interior decorations. As a condition precedent to such written consent of Landlord, Tenant agrees to obtain and deliver to Landlord such security as Landlord shall, in its reasonable discretion, request. If any mechanic's lien is filed against the demised premises, or the real property of which the demised premises are a part, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, such mechanic's lien shall be discharged by Tenant; within ten days thereafter, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanic's lien, Landlord may, at its option, discharge the same and treat the cost thereof as additional rent payable with the monthly installment of rent next becoming due, it being expressly agreed that such discharge by Landlord shall not be deemed to waive or release the default of the Tenant in not discharging the same. Tenant will indemnify, defend and hold Landlord harmless from and against any and all expenses, liens, claims or damages to person or property which may or might arise by reason of the making of any such alterations, decorations, additions or improvements. If any such alteration, decoration, addition or improvement is made without the prior written consent of Landlord, Landlord may correct or remove the same and the Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work. All alterations, decorations, additions or improvements in or to the demised premises or the Building made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the demised premises as a part thereof at the end of the term hereof without disturbance, molestation or injury; provided, however that if Tenant is not in default in the performance of any of its obligations under this lease, and further provided that any and all damage resulting therefrom be repaired, Tenant shall have the right to remove, prior to the expiration or termination of the term of this lease, all movable furniture, furnishings, equipment or trade fixtures installed in the demised premises at the expense of Tenant, and if such property of Tenant is not removed by Tenant prior to the expiration or termination of this lease, the same shall become the property of Landlord and shall be surrendered with the demised premises as a part thereof. In the event Tenant shall construct any special improvements on the demised premises, Landlord may request that Tenant shall, in such event, remove same and restore the demised premises to their original condition.

SIGNS, FURNISHINGS:

12.(a) No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building, nor shall any stand, booth or showcase be placed or erected within or upon the project, except in such place, number, size, color and style as is approved by Landlord, and if any such sign, advertisement or notice is improperly exhibited, or stand, booth or showcase improperly placed, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by said removal. Any permitted sign use, excepting directories in the main building lobby, shall be at the sole expense and cost of the Tenant.

(b) No furniture, equipment or other bulky matter of any description will be received

into the building or carried in the elevators except as approved by Landlord. All moving furniture, equipment and other material shall be done under the direct control and supervision of Landlord who shall, however, not be responsible for any damages to or charges for moving the same unless damage is the result of Landlord's negligence. Tenant agrees promptly to remove from the sidewalks adjacent to the Building any of the tenant's furniture, equipment or other material there delivered or deposited. Landlord shall have the right to limit the weight and prescribe the position of safes and other heavy equipment or fixtures. Any and all damage or injury to the demised premises or the Building caused by moving the property of Tenant in or out of the demised premises, or due to the same being on the demised premises, shall be repaired by, and at the sole cost of the Tenant.

RIGHT OF ENTRY:

13. Upon reasonable notice Tenant will permit Landlord, or its representative, to enter the demised premises, without charge therefor to Landlord and without diminution of the rent payable by Tenant, to collect rent which may be due, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary for the demised premises, for any other premises in the building, or the Building itself, or to exhibit the same to prospective tenants. Landlord shall also have the right from time to time upon reasonable notice to enter into the demised premises, to service any mechanical systems, and to adjust any mechanical controls within said premises. Landlord shall also have the right to enter into the demised premises for the purposes of installing the floors, ceiling, and walls thereof any improvements, alterations or repairs which Landlord shall deem necessary, including but not limited to installation of mechanical, electrical and plumbing systems for use of other tenants in the Building. In such event, Landlord shall use its best efforts to not unreasonably interfere with the conduct of Tenant's business and Landlord shall return the demised premises to the condition they were in prior to entry. Landlord will provide reasonable security during alterations made to Tenant's space.

INSURANCE RATING:

14. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the demised premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the demised premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefor.

TENANT EQUIPMENT:

15. Tenant shall not install any equipment of any kind or nature whatsoever which will or may necessitate and changes, replacements or additions to, or in the use of, the heating system, air conditioning, or electrical system of the demised premises or the Building without first obtaining the prior written consent of the Landlord. No plumbing fixtures of any type shall be installed within the demised premises unless Landlord shall approve the same. Vibration eliminators or other devices sufficient to eliminate noise and vibration from any business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such degree as to be objectionable to Landlord or to any Tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense.

SERVICES AND UTILITIES:

16. Landlord shall furnish reasonably adequate electricity, water, lavatory facilities, and automatically operated elevator service during normal business hours without additional

cost to tenant. Landlord shall furnish heat and air conditioning during the normal and usual business hours, per Paragraph 7., during such seasons of the year when such services are normally and usually furnished in commercial buildings in St. Paul and Minneapolis. Landlord shall provide weekly cleaning and janitorial services for the demised premises, Saturdays, Sundays and Holidays excluded. Landlord shall provide only these services listed on Exhibit D hereto. Landlord shall not be liable for failure to furnish, or for delay or suspension in furnishings, any services set forth in this Article caused by breakdown, maintenance, repairs, strikes, scarcity of labor or materials, or causes beyond Landlord's control, and no such failure, delay or suspension shall be deemed an eviction or relieve Tenant from any of Tenant's obligations under this lease. Tenant shall use due care in the use of the demised premises and of the Common Areas in the Building,, and shall not neglect or misuse utilities services, fixtures or equipment.

LIABILITY OF LANDLORD; CONDITION OF PREMISES:

17. Except for injuries, death or property damage resulting from Landlord's negligence, Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members, guests or trespassers for any damage, compensation or claims rising from: the necessity of repairing any portion of the Building or the amenities within or without the Building; the interruption in the use of the demised premises; accident or damage resulting from the use or operation by Landlord, Tenant, or any other person or persons whatsoever of elevators, or heating, cooling, electrical or plumbing equipment or apparatus; the termination of this lease by reason of the destruction or condemnation of the demised premises; from any fire, robbery, theft, or any other casualty; from any leakage or bursting of pipes or water vessels or any roof or wall leakage, in any part or portion of the demised premises or the Building, from water, rain, snow or underground water that may leak into, flow on, or flow from, any part of the demised premises or the Building; or from any other cause whatsoever. Tenant's taking possession shall be conclusive evidence that the demises premises were then in good order and satisfactory condition. However, within ten (10) days of taking possession, and upon Tenant's written notification to Landlord of any unsatisfactory condition, Landlord agrees to use it's best efforts to correct those conditions within a reasonable amount of time. No promise of Landlord to alter, remodel, improve, repair, decorate or clean the demised premises or any part thereof, and no representation respecting the condition of the demised premises or the Building has been made to Tenant by Landlord except as has been made herein. Landlord agrees to maintain common areas in a reasonable, clean and safe condition.

TENANT INSURANCE:

18. N/A

LANDLORD INSURANCE:

19. Landlord shall provide, at its expense, the following insurance:

(a) "Special Perils" fire and casualty insurance, including endorsements for extended coverage, vandalism and malicious mischief, and water damage covering the replacement cost of the Building, excluding foundation and any Tenant improvements.

(b) Liability insurance covering all acts of Landlord, its employees, agents representatives or guests within the Project in a single limit amount of not less than \$500,000.

SUBROGATION:

20. Notwithstanding any other provision in this lease to the contrary, Landlord and tenant each hereby release the other from any and all liability or responsibility, to the other or to anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such

fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone whom such party may be responsible. Landlord and Tenant each agree that its policies will include such a clause or endorsement.

FIRE OR OTHER CASUALTY:

21. If the demised premises or the access thereto shall be partially damaged by fire or other cause, without the fault or neglect of Tenant, Landlord may (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company) undertake to repair such damage at the expense of the Landlord. This lease shall, except as hereinafter provided, remain in full force and effect following such damage and the rent shall be prorated to the extent that the demised premises are rendered untenable until such repairs are completed. In the event the Building is damaged by fire or other cause to such extent that damage cannot, in Landlord's sole judgment, be fully repaired within a reasonable time after the date of such damage, Landlord shall have the option (but not the obligation) to terminate this lease by giving written notice to Tenant of such decision and the term of this lease shall terminate on the day such notice is given. Such notice shall be given within ninety days of the occurrence of damage, or the right to give such notice shall be deemed to be waived. In the event Landlord elects to repair said damage, this lease shall remain in full force and effect subject to abatement of rent as herein before provided.

DEFAULT:

22. (a) If a decree or order by a court having jurisdiction shall be entered (i) adjudging Tenant bankrupt or insolvent, or (ii) approving as properly filed a petition seeking reorganization of Tenant under any bankruptcy or insolvency law, or (iii) for the winding up or liquidation of tenant's affairs, or (iv) for the appointment of a receiver or a liquidator or trustee of tenant or of tenant's property, in bankruptcy or insolvency, and such decree or order shall continue undischarged or unstayed for thirty (30) days; or if tenant shall institute or consent to insolvency or bankruptcy proceedings by or against Tenant; or shall file a petition, answer or consent seeking a reorganization under any bankruptcy or insolvency laws; or shall consent to the appointment of a receiver or liquidator or trustee of Tenant or of Tenant's property in bankruptcy or insolvency; or shall make an assignment for the benefit of creditor; or shall admit in writing Tenant's inability to pay debts generally as they become due; or shall take corporate action in furtherance in any of the aforesaid purposes, then and in any such event Landlord may, if Landlord so elects, without notice or entry or other action, forthwith terminate this lease. Upon such termination, Landlord shall be entitled to recover damages in an amount equal to the then present value of the Annual Base Rent reserved for the residue of the stated term, less the fair rental value of the leased premises for such residue, or in such greater amount as may be permitted by law, up to the full amount of the Annual Base Rent reserved for such residue; and Landlord shall, in addition, be entitled to pursue such further remedies as may be provided hereunder or by law.

(b) IF TENANT FAILS TO TAKE POSSESSION OF THE DEMISED PREMISES AS PROVIDED HEREIN, TO MAKE ANY PAYMENT OF RENT WHEN DUE HEREUNDER, or if Tenant defaults in any manner in the performance or observance of any other provision of this lease, and such default shall continue for ten (10) or more days after Landlord shall have given notice thereof to Tenant; or if the leasehold interest of tenant hereunder shall be levied upon under execution or otherwise attached by process of law; or if tenant abandons the demised premises or if the same remains unoccupied for thirty (30) consecutive days; then and in any such event Landlord, at its option, without notice or demand, forthwith or at any time during the continuance of such default, either may terminate Tenant's right of possession hereunder, without terminating this lease, or may terminate this lease. If any default by Tenant hereunder results in the existence of any condition hazardous to any person or property, such default shall be cured forthwith upon

Landlord's demand, and the ten (10) day period within which to cure the same, above specified, shall not be applicable.

(c) Upon termination of this lease by lapse of time or otherwise or upon termination of Tenant's rights to possession hereunder pursuant to paragraph (b) of this Article 22, Tenant shall vacate the demised premises immediately and shall deliver possession thereof to Landlord. In such event, Tenant hereby grants to Landlord full and free license to enter and repossess the demised premises, with process of law, and to expel and exclude Tenant and any other occupants from possession thereof; and to remove any and all property, using such force as may be necessary, without being guilty of conversion, trespass, forcible entry, or detainer, and without relinquishing Landlord's right to receive rent hereunder, or any other right of Landlord.

(d) If Landlord has the right to elect and does elect under the foregoing provisions, to terminate Tenant's right to possession, without terminating this lease, Landlord may enter the demised premises, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof as provided in paragraph (c) of this Article 22, without such entry and possession terminating the lease or releasing Tenant from Tenant's obligation to pay rent for the full term. In case this lease is terminated for any cause specified in paragraph (b) of this Article 22, Tenant shall pay Landlord immediately a sum equal to the present value at the time of such termination of the excess, if any, of the amount of the rent (using the then amount of additional rent) for the remainder of the current term over the reasonable rental value of the demised premises for the remainder of the current term. Upon entry without termination of the lease, Landlord shall make reasonable efforts to relet the demised premises or part thereof for the account of Tenant for such rent, for such time and upon such terms as Landlord shall determine; and Landlord shall reasonably consider any Tenant offered by Tenant or to observe any instructions given by Tenant about reletting; and Landlord may make repairs, alterations, additions and redecorate to the extent deemed by Landlord desirable, and Tenant shall pay the reasonable and necessary cost thereof, together with Landlord's reasonable and necessary expense of reletting. If the consideration collected by Landlord upon reletting is not sufficient to pay monthly the full amount of unpaid rent reserved in this lease, and the cost of repairs, alterations, additions, redecorating and Landlord's expense of reletting, Tenant shall pay to Landlord the amount of each monthly deficiency.

(e) If Tenant violates any of the terms and provisions of this lease or defaults in any of its obligations hereunder other than the payment of rent or other sums payable hereunder, such violations may be restrained or such obligations enforced by injunction.

(f) Tenant shall pay all Landlord's reasonable and necessary costs, charges, and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiations, or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, and the amount thereof shall be additional rent and shall upon notice by Landlord be immediately due hereunder.

SUBORDINATION:

23. This lease is subject and subordinate to the lien of all and any mortgages (which term "mortgages" shall include mortgages to secure any financing or debt of any nature whatsoever and shall include deeds of trust and similar security instruments) and or master leases which may now or hereafter or otherwise affect the Project, and to all and any renewals, extensions, modifications, recastings or refinancings thereof. In confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, or any such master lease is terminated, Tenant shall attend to the purchaser at such foreclosure sale, or to the lessor

under such master lease, if requested to do so by such purchaser or master lessor as the Landlord under this lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed or any such master lease is terminated.

CONDEMNATION:

24. If the entire building shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then this lease shall automatically terminate as of the date of such taking or private purchase. If any portion of the Building is taken by such taking, the Landlord shall have the right to terminate this lease, provided it gives written notice thereof to the Tenant within ninety (90) days after the date of such taking. If any portion of the demised premises is taken by eminent domain and this lease is not terminated as herein provided, the Landlord shall, at its expense, restore the demised premises to as near the condition which existed immediately prior to the date of taking as reasonably possible, and rent shall abate during such period of time as the demised premises are untenable, in the proportion that the untenable portion of the demised premises bears to the entire demised premises. Any award received for said taking is to be the Landlord's, and the Tenant shall not be entitled to such an award. In case of termination, the rent shall be paid up to the date of taking or private purchase.

Notwithstanding the terms and provisions of this Article, the Tenant shall be entitled to receive that portion of any condemnation award made for the depreciation value of trade fixtures and leasehold improvements originally paid for by Tenant and its relocation costs.

COVENANTS OF LANDLORD:

25. Landlord covenants that it has the right to make this lease for the term aforesaid, and, subject to the rights of any mortgagees or master lessor referred to in Article 23, covenants that if Tenant shall pay the rental and perform all of the covenants, terms and conditions of this lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the demised premises without molestation or hindrance by Landlord or any party claiming through or under Landlord. The term "Landlord" as used herein shall mean solely the owner of the Building and lessee of the underlying land, at the relevant time, so that in the event of any sale or transfer of the Building and underlying land, the covenants and obligations of Landlord shall be imposed upon such successor in interest and any prior Landlord shall be freed and relieved of all covenants and obligations of Landlord hereunder from and after the date of such conveyance.

NO PARTNERSHIP:

26. Nothing contained in this lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

NO REPRESENTATIONS BY LANDLORD:

27. No right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. In particular but without limitation, this lease does not grant any rights to light and air over any premises adjoining the Building.

NOTICES:

28. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered to the demised premises or if sent by certified or registered mail, return-receipt requested, first class, postage pre-paid, to Landlord at: Justin Properties, Inc., Hamline Park Plaza, Suite 106A, 570 Asbury Street, Saint Paul, Minnesota 55104; or to Tenant at: 570 Asbury Street, Saint Paul, Minnesota 55104.

LANDLORD'S RIGHT TO CURE DEFAULT:

29. If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, and the amount of the expense thereof, if made or done so by Landlord, with interest thereon at the rate of twelve percent (12%) per annum from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled. Any installment of rent which is not paid by Tenant within ten days after the same becomes due and payable shall bear interest at the rate of twelve (12%) percent per annum from the date such installment became due and payable to the date of payment thereof by Tenant, and such interest shall constitute additional rent hereunder which shall be immediately due and payable. This amount will be in addition to the late fee amount.

REPAIRS:

30. The Tenant shall promptly pay to the Landlord, upon request, an amount equal to any cost incurred by the Landlord in repairing the demised premises and public areas in the Building where such repairs were made necessary by the negligence of, or misuse by, the Tenant, its agents, customers, employees or invitees.

CODE COMPLIANCE:

31. Landlord agrees to reconstruct Tenant's space according to the building codes of the City of Saint Paul and the State of Minnesota.

LIEN ON FIXTURES:

32. To secure the payment of the rent for the demised premises as herein agreed, the tenant shall pledge and give a lien, and the Tenant does hereby pledge and give a lien to the Landlord, upon all fixtures and furniture of every kind and nature, placed in the demised premises, which said fixtures and furniture may, upon termination of this lease and upon the payment in full of all sums of money then due, and not otherwise, be removed from the demised premises by the Tenant; and, in the event any third person or persons may have or obtain a lien thereon which is, or which said person may claim to be, coordinate with or superior to the lien of the Landlord, the Landlord may pay such lien and shall thereafter have an additional lien for the amount so paid to discharge said lien.

RULES AND REGULATIONS:

33. Tenant shall use the demised premises and the halls, passageways, toilet rooms, grounds, parking facilities and elevators in the Building, in accordance with the terms of this lease and such additional rules and regulations as may from time to time be reasonably made by the Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Building, and Tenant shall cause Tenant's employees and invitees to abide by such rules and regulations. A schedule of the initial rules and regulations relating to the Building is attached hereto as exhibit E, but the attachment thereof shall not be deemed a waiver of Landlord's right to promulgate new rules or change existing rules from time to time in the future.

ESTOPPEL CERTIFICATES:

34. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement stating: the date this lease Agreement was executed and the date it expires; the date Tenant entered into occupancy of the Demised Premises; the amount of minimum monthly rental and the date to which such rental has been paid. This statement also shall certify that this Lease Agreement is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of agreement so affecting this Lease Agreement); that this Lease Agreement represents the entire agreement between the parties as to this leasing; that all conditions under this Lease to be performed by the Landlord have been satisfied; that all required contributions by Landlord to Tenant on account of Tenant's improvements have been received; that on this date there are no existing defenses or offsets which the Tenant has against the enforcement of this Lease by the Landlord, and that no rental has been paid in advance. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Landlord's interest or a mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Building. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Owner as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser of mortgagee and that this Lease is in full force and effect, that there are no uncured defaults in Landlord's performance, that the security deposit is as stated in this Lease, and that no more than one month's rental has been paid in advance.

SURRENDER; HOLDING OVER:

35. At the termination of this lease by lapse of time or otherwise, the Tenant shall peaceably surrender the demised premises and all equipment and fixtures of Landlord in as good condition as when Tenant originally took possession, ordinary wear and tear and damage by insured casualty excepted, failing which Landlord may restore the demised premises to such condition and Tenant shall pay the reasonably necessary cost thereof. If the demised premises be not surrendered at the termination of this lease by lapse of time or otherwise, Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the premises, including, but without limitation, claims made by any succeeding Tenant founded on such delay. Should the Tenant continue to occupy the demised premises, or any part thereof, after the expiration or termination of the lease term, whether with or against the consent of the Landlord, such tenancy shall be from month to month but otherwise shall be in accordance with all other terms contained herein and a monthly rent equal to twice the rent paid for the last month of the term of the lease.

RUBBISH AND DEBRIS:

36. No rubbish, dirt, overshoes or mats shall be put or left in the public areas in the Building by Tenant and Tenant shall not permit any such items to be placed or left within any public area by Tenant's employces, agents, representatives, guests or invitees.

APPLICABLE LAW:

37. There are no understandings or agreements between Landlord and Tenant not incorporated in this lease. This is a Minnesota contract and shall be construed according to the laws of Minnesota. The captions in this lease are for convenience only and are not a part of this lease.

CONTINUANCE OF AGREEMENT:

38. This agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

WAIVER:

39. The failure of Landlord to exercise any of its rights hereunder shall not be deemed a waiver of such rights, and Landlord shall not be deemed to have waived any of its rights except as specified in writing and duly signed by Landlord.

MISCELLANEOUS:

40. The word "Tenant", wherever used in this Lease, shall be construed to mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes require to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, obligate or inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, agents, employees, successors and assigns.

41. Tenant represents and warrants that it has not employed any broker or agents as its representative in the negotiation for or the obtaining of this Lease.

42. The term "Landlord", as used in this Lease, means only the Landlord at any given time of the land and Building containing the Demised Premises. In the event of any sale of said land and Building, or in the event of a lease of said Building, any previous Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of the Landlord hereunder, and it shall be deemed and construed, without further agreement that any such purchaser has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

43. The captions of the paragraphs in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing the provisions hereof if any question of intent should arise.

44. Landlord shall have the right to show Demised Premises for leasing at all reasonable times during the last six months of this Lease.

45. Landlord reserves the right, on sixty (60) days written notice to Tenant, to substitute other premises within the Building for the Demised Premises. The substituted premises shall contain at least the same square footage as the Demised Premises, shall contain comparable Tenant improvements, and the rental shall be at the then current rate for such space, but in no event to exceed the rental specified herein. Landlord shall pay all reasonable moving expenses of Tenant incidental to such substitution of premises, not to exceed \$2,000.

46. Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Landlord, the Landlord shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any actions taken by the Landlord, if such action is pursuant to any governmental regulations, requirements, directives or requests, or if the Landlord deems such action to be for the benefit of our national interest or the general public. Without limiting the generality of the foregoing, the Landlord may reduce the quantity and quality of all utility and other services and impose such regulations as the Landlord deems necessary in order to conserve energy.

OTHER:

47. N/A

48. N/A

49. **Assignment:** Tenant may not, voluntarily, or by operation of law, assign or transfer this Lease, without the prior written consent of Lessor. Any base rent of percentage rent, or other amounts payable pursuant to the terms of any assignment in excess of the amounts payable by Tenant to Lessor hereunder shall be paid to Lessor.

50. **It is mutually agreed:** that all the covenant, terms and conditions of this lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties herto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or underletting of this lease contrary to the provisions hereinbefore contained.

In testimony whereof, the said parties have signed this instrument in duplicate on the date as written.

Lessor: Hamline Park Plaza Partnership

By David W. Van Kenschoten

Its General Partner

Date 12-20-99

TENANT:

[Signature]
Chief of Police

Date: 1-6-99

[Signature]
Assistant City Attorney

Date: 1-11-00

[Signature]
001-04000
Director of Finance and Management Services

Date: 1-12-00

[Signature]
Mayor

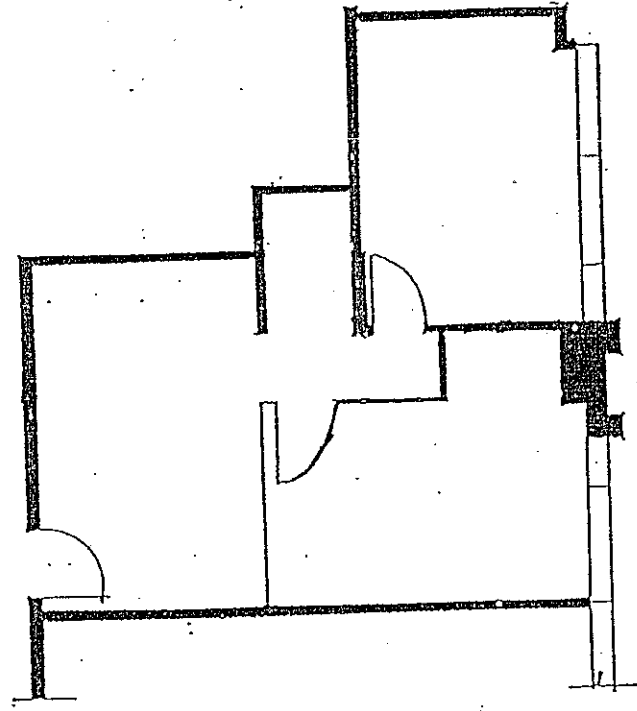
Date: 1/18/02

EXHIBIT A
Layout Plan of Demised Premises

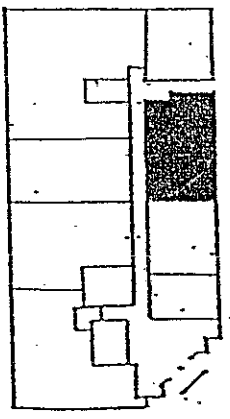
Hamline Park Plaza

SUITE 106A

SQ. FT. 500



FIRST FLOOR




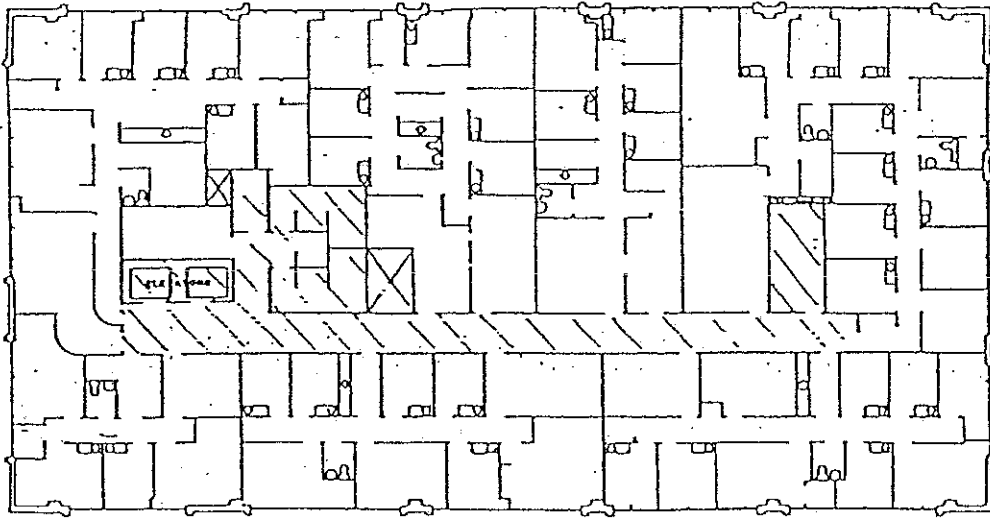
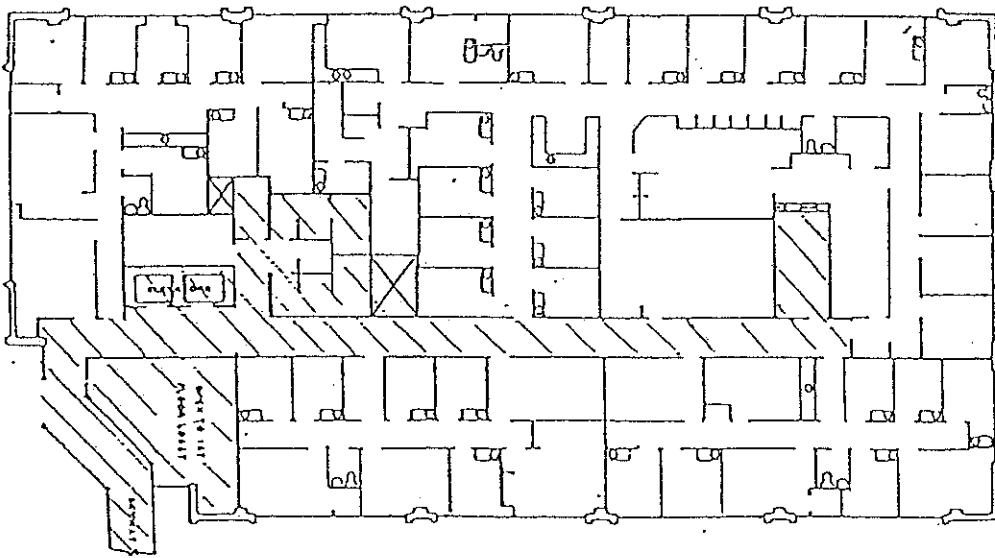

NORTH

EXHIBIT A-1

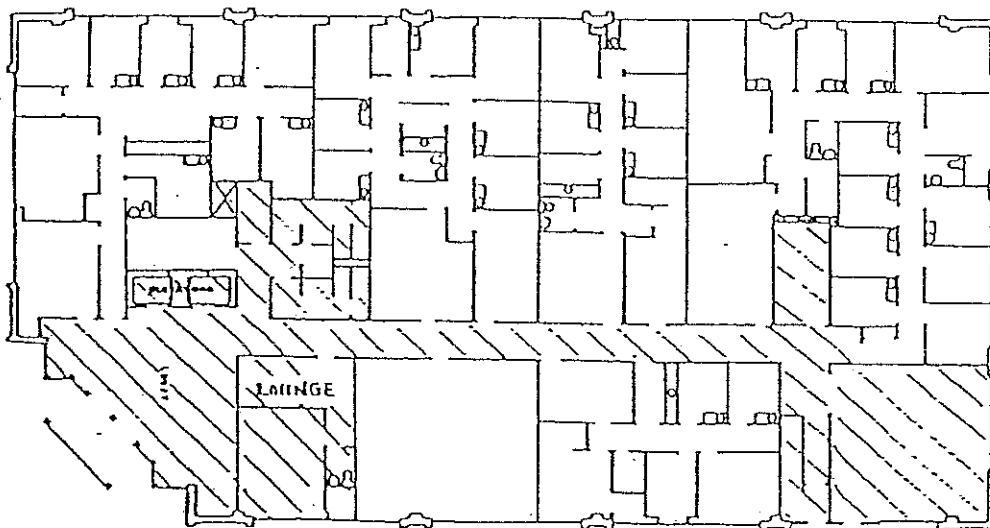
Miscellaneous Common Areas



3rd Level



2nd Level



1st Level

EXHIBIT B
Legal Description

Lots 1 through 20, inclusive, Block 2, The Hamline Syndicate Addition No. 3 to Saint Paul.

together with

That portion of the Eastern North-South alley in Block 2, The Hamline Syndicate Addition No. 3 to St. Paul, Ramsey County, Minnesota, vacated, lying Southerly of the Northerly line of Lot 20, said Block 2, extended East.

together with

Edmund Avenue, vacated, lying between Asbury Street and Simpson Street; also, all that part of the Western North-South alley in Block 2, The Hamline Syndicate Addition No. 3 to St. Paul, Ramsey County, Minnesota, vacated, lying between the Westerly extension of the North line of Lot 18, said Block 2, and the North line of Edmund Avenue.

together with

That portion of alley in Block 2, The Hamline Syndicate Addition No. 3 to St. Paul, Ramsey County, Minnesota, lying northerly of the extensions of the northerly lines of Lots 18 and 20, all in Block 2, The Hamline Syndicate Addition No. 3 to St. Paul.

EXHIBIT C
Landlord's Work

Landlord agrees to provide the following at Landlord's expense: N/A

Tenant's Work

At the expense of Tenant, Landlord shall supply, install and finish the Premises as follows:
N/A

EXHIBIT D

Janitorial Services Schedule
Services Provided Within Demised Premises

	<u>Type of Use</u>
1. Remove Trash	<u>OFFICE</u> Daily
2. Vacuum Carpeting	Weekly
3. Dust (excluding desk tops)	N/A
4. Lavatories and Toilets Cleaned	Daily
5. Lavatory products replenished	Weekly
6. Replacement of fluorescent light bulbs	As Needed

Items Specifically Excluded:

1. Cleaning of Tenant's furniture, equipment, or other personal items.

EXHIBIT E

HAMLIN PARK PLAZA LEASE RULES AND REGULATIONS

1. The sidewalks, entry passages, elevators, fire escapes and common stairways of the Building shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the demised premises. The use of elevators for the moving of equipment is not to be done without the prior approval of management. Tenant shall not place or allow to be placed in the Building's corridors or public stairways any waste paper, dust, garbage, refuse or anything whatever that would tend to make them unclean or untidy.
2. The windows of the Building shall not be covered or obstructed by Tenant and no awnings shall be put up without the prior written consent of the Landlord.
3. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by such misuse by Tenant or its agents, servants or employees shall be borne by Tenant. Tenant shall not deface any part of the Building.
4. Tenant is responsible for providing bathroom products to the bathrooms within the Tenant's individual suite, unless otherwise agreed upon within the tenant lease. This would include, toilet paper, paper towels, hand soap, etc. These items will be provided in the common area bathrooms throughout the building. Tenant is also responsible for providing replacement light bulbs within their individual suites unless otherwise stated in the tenant lease.
5. Basic office trash removal is to be done daily and does not include medical waste or any other extraordinary removal of rubbish. Tenant is responsible for providing for the disposal of medical waste if applicable.
6. Janitorial services provided to Tenant include, weekly vacuuming, weekly minimal dusting and daily bathroom cleaning, unless otherwise agreed upon within tenant lease. All other services are considered extra and will not be done unless a fee has been agreed upon between Landlord and Tenant. Specific janitorial work should be requested directly through the landlord and not through cleaning personnel.
7. Tenant agrees to participate in building recycling program. Recycling information and containers will be provided to the Tenant by the Landlord.
8. Tenant shall not do or permit to be done in the demised premises or bring or keep anything therein which will in any way increase the risk of fire, obstruct or interfere with the rights of the other tenants, or violate any laws.
9. Tenant, its employees, agents or servants shall not make or commit any improper noises in the Building, lounge about doors or corridors, or interfere in any way with other tenants or those having business with them.
10. No birds or animals shall be kept in or about the demised premises nor shall Tenant operate or permit to be operated any musical or sound producing instrument or device which may be heard outside the demised premises.

11. Tenant shall not use the demised premises for sleeping or residential purposes or for the storage of personal effects or articles other than required for business purposes.

12. Landlord shall have the right:

(a) To require all persons entering or leaving the Building during such hours as the Landlord may reasonably determine to identify themselves to a watchman by registration or otherwise to establish their right to enter or leave; and

(b) To exclude or expel any peddler at any time from the demised premises or the Building.

13. Tenant shall observe strict care not to allow its windows to remain open so as to admit rain or snow or so as to interfere with the heating of the Building. Any injury or damage caused to the Building or its appointments, furnishings, heating and other appliances, or to the property of any other tenant, or to the space occupied by any other tenant, by reason of windows being left open by Tenant or by Tenant's interference with or neglect of the heating appliances, or by reason of any other misconduct or neglect of Tenant shall be remedied at Tenant's sole cost and expense.

14. It shall be the duty of Tenant to assist and cooperate with Landlord in preventing injury to the premises.

15. No inflammable, dangerous or explosive materials shall be kept in the demised premises.

16. Furniture, effects and supplies shall not be taken into or removed from the Building except at such times and in such manner as may be previously approved by Landlord, which approval shall include permission to use entrances, doorways and elevators at certain times for such purposes and upon such terms (including payment of any usual charges for the use of elevators) as Landlord shall impose.

17. No bicycles or other vehicles shall be brought within the Building except in the parking lot and then only in compliance with the rules and regulations as established and enforced from time to time for the use of such parking lot.

18. Business machines, filing cabinets, heavy merchandise or other articles liable to overload, injure or destroy any part of the Building shall not be taken into the Building without the prior written consent of Landlord. Landlord shall in all cases retain the right to prescribe the weight and proper position of all such articles and the times and routes for moving them into or out of the Building. The cost of repairing any damage caused by any such moving or by keeping any such articles on the demised premises shall be paid by Tenant.

19. Tenant shall be responsible for the maintenance and repair of all locks and keys to such locks and all doors in the demised premises and shall return all keys to Landlord upon termination of the lease.

20. Tenant shall give Landlord prompt notice of any accident or casualty occurring on or about the demised premises or the Building and of any defect in the plumbing, heating, air-conditioning, mechanical or electrical apparatus serving the demised premises.

21. Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the demised premises or the Building except with the

prior written consent of Landlord.

22. Tenant shall, at the end of each business day, leave the demised premises in a reasonably tidy condition.

23. All interior common areas of this building are deemed "NO SMOKING" areas. For example, common areas would include the main entry area, hallways, stairwells, elevators, public restrooms, building lounge, skyway to ramp, and other similar areas which are not part of a specific tenant space. Tenant's demised premises are not covered by this restriction. Signage will indicate the "No Smoking" policy, however, Tenant is responsible for informing Tenant's employees, clients and guests of this policy.

24. Landlord shall have the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be needed from the safety, care, cleanliness and appearance of the demised premises or the Building and the preservation of good order therein, which shall be observed by Tenant, its employees, agents, and servants.

25. Vehicles are not to be left in the parking ramp overnight. Tenant and his employees must provide vehicle identification to management to assist in prevention of non authorized use of the parking facilities. Unauthorized vehicles left overnight are subject to towing at vehicle owner's expense.

26. Until further notice, the South East stair tower of the exterior parking ramp will be closed from use due to it's proximity to the Plaza building and its apparent lack of use by persons parking in the parking ramp.

27. The building lounge area located on the first floor is for the use of Tenant, Tenant's employees and Tenant's guests. The lounge area will be open during regular business hours and locked during other times. Additionally, the lounge will have a private area for meetings outside of Tenant's suite. This area will be available on a first come, first served basis.

28. Landlord shall have the right to make such other and further reasonable rules and regulations as in its judgement may from time to time be needed to deal with the location, and hours for the parking of Tenant, its employees, agents, and servants in the Building. Landlord or Landlord's agent will enforce building rules. All complaints for alleged violations of these building rules should be directed in writing to the Landlord or Landlord's agent. Any violation of these building rules will necessitate termination of the Tenant's lease.