

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is effective this ____ day of October 2017, between MINNESOTA LIFE INSURANCE COMPANY, ("Landlord"), and THE CITY OF SAINT PAUL, ACTING THROUGH THE SAINT PAUL POLICE DEPARTMENT ("Tenant").

WITNESSETH:

WHEREAS, Landlord entered into a Lease Agreement dated November 15, 2001, subsequently amended by a First Amendment to Lease dated April 1, 2013 (collectively referred to herein as the "Lease"), demising approximately 3,670 rentable square feet on the second floor skyway level (the "Premises") of the building located at 401 Robert Street North in St. Paul, Minnesota (the "Building");

WHEREAS, Landlord and Tenant wish to extend the term of 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. Landlord and Tenant hereby agree to renew the Lease for one period of five years (the "Renewal Period") commencing on November 1, 2017 through October 31, 2022. 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. Tenant Improvements. Tenant accepts Premises on an "as-is" basis.
4. Broker. Tenant hereby represents and warrants to Landlord that Tenant has not employed any broker in regard to this Second 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.
5. 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.
6. Definitions. All defined terms used hereunder shall have the same meaning ascribed to them in the Lease unless otherwise defined herein.

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

LANDORD:

MINNESOTA LIFE
INSURANCE COMPANY

By: _____

Its: _____

TENANT:

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

By: _____

Its: Mayor

By: _____

Its: Chief of Police

By: _____

Its: Director, Office of Financial Services

By: _____

Its: City Clerk

By: _____

Its: Assistant City Attorney