

9346

APR 25 '89

(CERESOTA MILL)

PARKING RENTAL AGREEMENT

This Agreement is entered into effective as of the 1st day of May, 1986, by and between BERGERUD-WHITNEY CORP., a Minnesota corporation ("Lessor"), and CERESOTA MILL LIMITED PARTNERSHIP, a Minnesota limited partnership ("Tenant").

1. RENTAL OF PREMISES. Lessor hereby rents to Tenant for a term of thirty-five (35) years commencing June 1, 1987 (the "Commencement Date") and ending at midnight on May 31, 2022 (the "Termination Date"), 200 parking stalls in that certain portion of the parking lot located on the Milwaukee Road Depot site legally described on Exhibit A attached hereto (hereinafter the "Premises").

2. BASE RENT. Tenant agrees to pay to Lessor, as rent during the original term hereof, and without any deduction or set-off whatsoever, the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) per year, payable in monthly installments of Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$16,666.66) each (or one-twelfth (1/12) of the adjusted rental amount as hereinafter determined), payable in advance, commencing on the 1st day of June, 1987, and continuing on the first day of each subsequent month during the term of this Agreement; provided, however, that such rental amount shall be adjusted on the fifth (5th) anniversary date of the Commencement Date and on each anniversary thereof to a market rate for such parking as determined by the Lessor. If such determination is disputed in writing by Tenant, and if such dispute is not otherwise resolved by Lessor and Tenant, such dispute shall be submitted to the American Arbitration Association for binding arbitration.

3. USE OF PREMISES. Tenant shall be entitled to the use and occupancy of up to 200 parking spaces on the Premises for parking purposes on a 24-hour basis by Tenant. The location of such parking stalls may be designated and changed from time to time by Lessor by written notice to Tenant, but such parking stalls shall remain on the Premises, except as hereinafter provided. Such parking may be provided on a surface parking lot or in an underground and/or above-grade parking ramp (whether free-standing or part of another structure) located on the Premises. During the period of construction of any such parking ramp such parking stalls may be temporarily provided by Lessor on property other than the Premises provided such temporary parking complies with applicable zoning requirements as may be applicable to the Ceresota Mill located on the property legally described as set forth on Exhibit B attached hereto.

Tenant shall not use, occupy, suffer or permit any use of the Premises which would: (a) violate any law, ordinance or regulation, including specifically, but not exclusively, any and all ordinances, regulations and requirements of the City of Minneapolis, (b) constitute a nuisance; or (c) constitute an extra-hazardous use.

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L.H.D. & L. LTD.
REAL ESTATE DEPT.

Tenant shall not permit any waste to occur in or about the Premises and shall use due care in the use of the Premises.

4. REPAIRS AND MAINTENANCE. Subject to reimbursement by Tenant as set forth in this Paragraph 4, during the term of this Agreement, and any extensions or renewals thereof, Lessor shall keep and maintain the Premises in a neat and clean manner and in good order, condition and repair (including replacement as required); provided, however, that Tenant shall, at its cost and expense, promptly repair and/or replace any portion of the Premises damaged or destroyed by the negligent or intentional acts of Tenant, its agents, employees, assigns or tenants. Tenant shall reimburse the Lessor, within thirty (30) days after written demand therefor, for any costs and expenses paid or incurred by Lessor pursuant to this Paragraph 4. Tenant's obligation to reimburse the Lessor pursuant to this Paragraph 4 shall extend to the entire Premises and not just to the 200 parking stalls leased pursuant hereto. Notwithstanding the provisions of this Section 4, the base rent payable pursuant to Section 2 hereof shall be "absolutely net" to Lessor.

5. CONDITION OF RENTED PREMISES AND LESSOR'S PROPERTY AT TERMINATION. At termination of this Agreement, Tenant shall quit and deliver the Premises to Lessor in as good condition as when Tenant took possession, reasonable wear and tear excepted.

6. INSURANCE. Tenant shall obtain and keep in force, at Tenant's expense, during the term of this Agreement, and any renewals or extensions thereof, appropriate public liability and extended peril insurance in form and amount reasonably satisfactory to Lessor, which insurance shall name Lessor as an additional insured and shall provide for at least ten (10) days advance written notice to Lessor, by registered or certified mail, prior to termination, cancellation, non-renewal or material change of such insurance.

7. RELEASE OF LESSOR. All property of any kind that may be on or at the Premises shall be at the sole risk of Tenant, or those claiming through or under Tenant. Except to the extent that any of the following shall result from an intentional act of Lessor, Lessor shall not be liable to Tenant, or to any other person or entity due to any of the following:

(a) damage, loss or injury, either to person or property in or upon the Premises or any property, passageways, areas, areaways, sidewalks or streets adjacent, adjoining or appurtenant to the Premises;

(b) the happening of any accident, however and wherever occurring;

(c) any act or neglect of Tenant, or of any other person, persons or entities;

(d) water, snow, rain, backing up of watermains or sewers, frost, steam, sewage, illuminating gas, sewer gas, odors, electricity or electric current;

(e) the use or misuse of any vehicle, instrumentality or agency in, on or connected with the Premises; or

(f) any nuisance made or suffered in, on or at the Premises.

8. INDEMNIFICATION OF LESSOR. Tenant shall indemnify and save harmless Lessor against all liabilities, damages of whatever nature, claims, fines, penalties, costs and other expenses, including attorneys' fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of or related to this Agreement or by reason of all or any of the matters and things referred to in Paragraph 7 above which are caused by or attributable to Tenant, its tenants, customers and invitees.

9. MECHANIC'S LIENS. Tenant shall not permit any mechanic's or similar liens to be placed upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises, at the direction or with the consent of Tenant whether such work was performed or materials furnished before or after the commencement of the term of this Lease.

10. SIGNS. Tenant shall not place signs on the Premises without the prior written consent of Lessor.

11. RULES AND REGULATIONS. Tenant shall use the Premises in accordance with such rules and regulations as may from time to time be made by Lessor concerning the use and occupancy of the Premises, and shall cause Tenant's tenants and their customers, employees and invitees to abide by such rules and regulations.

12. EMINENT DOMAIN. If more than thirty percent (30%) of the total square feet of the Premises is taken by condemnation or the right of eminent domain or by private sale in lieu thereof to the potential condemning authority, Tenant shall have the right to terminate this Agreement upon written notice to Lessor within thirty (30) days after Tenant has been deprived of possession by such taking or sale. If any portion of the Premises is so taken or sold and Tenant shall not exercise its option to terminate this Agreement or the amount of the Premises so taken or sold does not exceed thirty percent (30%) of the total square feet of the Premises, then this Agreement shall terminate as to that part of the Premises so taken or sold and the payments required under Paragraph 2 hereof shall be reduced on a prorata basis based upon the number of parking spaces remaining available.

13. REMEDIES OF LESSOR. If Tenant:

(a) fails to make any payment provided herein or any portion thereof within fifteen (15) days of the date the same shall be due and payable; or

(b) fails to comply with any other provisions of this Agreement and shall not cure such failure within thirty (30) days after Lessor, by written notice, has informed Tenant of such non-compliance (if the non-compliance is incapable of cure within said 30 day period and if Tenant has commenced efforts to cure the non-compliance within said 30 day period, then said 30 day period shall be extended so long as Tenant is exercising due diligence, in Lessor's opinion, to cure such non-compliance); or

(c) becomes insolvent (however defined) or fails to pay its debts as they mature, or makes an assignment for the benefit of creditors, or a receiver or trustee is appointed for Tenant or its property, or Tenant commences or has commenced against it proceedings under any bankruptcy, reorganization arrangement, insolvency, or readjustment of debt, dissolution or liquidation laws, either of the United States or any state thereof;

then Lessor may either (i) cancel and terminate this Agreement (without releasing Tenant's obligations to make all the payments required pursuant to Paragraph 2 and Paragraph 4 hereof) or (ii) terminate Tenant's right to possession only without cancelling and terminating this Agreement. Notwithstanding the fact that initially Lessor elects under (ii) to terminate Tenant's right to possession only, Lessor shall have the continuing right to cancel and terminate this Agreement and shall also have the right to pursue any remedy at law or in equity that may be available.

If Lessor elects to terminate Tenant's right to possession only, Lessor may, at Lessor's option, enter into the Premises and take and hold possession thereof, without such entry terminating this Agreement or releasing Tenant in whole or in part from Tenant's obligation to pay all of the charges herein provided to be paid by Tenant for the full Agreement Term. Such re-entry shall be conducted without resort to judicial process or notice of any kind where Tenant has abandoned or voluntarily surrendered possession of the Premises, or otherwise by resort to judicial process. Lessor may remove all persons and property from the Premises and such property may be removed and stored at the cost of and for the account of Tenant all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Upon and after entry into possession without termination of this Agreement, Lessor shall be entitled to lease or sublet the Premises, or any part thereof on such terms and conditions as Lessor may elect, and without crediting the rent actually collected by Lessor from such reletting to the amounts stipulated to be paid under this Agreement by Tenant, collect from Tenant all amounts remaining due hereunder together with such reasonable expenses, including commissions, attorneys' fees, costs of alterations, repairs and redecorating, which Lessor may incur in connection with such reletting or Tenant's default hereunder. No such re-entry or taking possession of or alteration, repair or redecoration of the Premises by Lessor shall be construed to be an election to terminate this Agreement which shall occur only if written notice of termination be given to Tenant or the termination thereof be decreed by a court of competent jurisdiction.

Notwithstanding Lessor's election to terminate Tenant's right to possession only, and notwithstanding any reletting without termination, Lessor, at any time, may elect to terminate this Agreement, and may recover all amounts payable under this Agreement together with all costs and expenses, including attorneys' fees, paid or incurred by Lessor by reason of Tenant's default hereunder.

If Tenant shall default in the performance of any covenant required to be performed by it under this Agreement, Lessor may perform the same for the account and at the expense of Tenant. If Lessor at any time is compelled to

pay, or elects to pay, any sum of money by reason of the failure of Tenant to comply with any provision of this Agreement, or if Lessor is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default by Tenant, the sum or sums so paid by Lessor shall be due from Tenant to Lessor on the next date upon which a regular monthly rental payment is due, together with interest thereon at a rate equal to the Prime Rate of Interest of Gibraltar Savings from the date of such expenditure.

14. NOTICES; PAYMENTS. All rent and other payments, and any notice or document required or permitted to be given or delivered hereunder shall be deemed to be paid, given or delivered when personally delivered to or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to, the respective parties hereto at the respective addresses set out below, or at such other addresses as they have theretofore specified by written notice in accordance herewith:

(a) If to Lessor, to:

Bergerud-Whitney Corp.
c/o Hayber Development Group
4545 IDS Center
Minneapolis, Minnesota 55402

(b) If to Tenant, to:

Ceresota Mill Limited
Partnership
c/o Hayber Development Group
4545 IDS Center
Minneapolis, Minnesota 55402

and shall be deemed to be received, whether actually received, three (3) days after deposit as aforesaid in the United States mail.

All notices given by Tenant to Lessor hereunder shall also be given to Gibraltar Savings, 5342 Agnes Avenue, North Hollywood, California 91607-2779 (the "Lender") if the Lender so requests by written notice to Tenant.

15. WAIVER. The receipt of payment by Lessor with knowledge of any breach of this Agreement by Tenant or of any default on the part of Tenant in the observance or performance of any of the obligations or covenants of this Agreement shall not be deemed to be a waiver of any provisions of this Agreement. No failure on the part of Lessor to enforce any obligation or covenant herein contained, nor any waiver of any right hereunder by Lessor, unless in writing, shall discharge or invalidate such obligation or covenant or affect the right of Lessor to enforce the same in the event of any subsequent breach or default.

The receipt by Lessor of any sum of money or other consideration hereunder paid by Tenant after the termination, in any manner, of Tenant's right of occupancy or of the term hereof, or after giving by Lessor of any notice hereunder to effect such termination shall not reinstate, continue or extend the term hereof, or Tenant's right of occupancy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Lessor to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Lessor. Any

right herein granted to Lessor to terminate this Agreement or possession thereunder shall apply to any extension or renewal of the term hereof.

16. RIGHT OF ACCESS. Lessor, its employees and agents, shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, repairing, altering or improving the Premises.

17. INVALIDITY. If any part of this Agreement or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provision hereof not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated.

18. GOVERNING LAW. This Agreement shall be subject to and governed by the laws of the State of Minnesota, notwithstanding the fact that one or more of the parties now is or may hereafter become a resident of a different state.

19. HEADINGS. The headings of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and do not form a part hereof and shall not be interpreted or construed to modify, limit or amplify such paragraphs and subparagraphs.

20. PARTIES IN INTEREST. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lessor and Tenant.

21. ENTIRE AGREEMENT; EXHIBIT. This instrument, including Exhibit A, contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

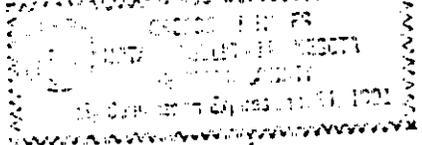
22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

23. LEASEHOLD MORTGAGE. Tenant may mortgage or otherwise hypothecate its leasehold interest hereunder to National City Bank of Minneapolis, as trustee, and the City of Minneapolis, Minnesota (collectively, the "Mortgagees") without the prior written consent of, but upon prior written notice to, Lessor. If Lessor is so notified, Lessor hereby agrees to give the Mortgagees and any person or entity purchasing the leasehold estate created hereby from either of the Mortgagees written notice of default by Tenant hereunder and afford such other parties the same opportunity to cure such default as is afforded Tenant hereunder.

24. SIGN. At the written request of Tenant, Lessor will place a sign on the Premises reasonably approved by Lessor evidencing that parking is available on the Premises for tenants of the Ceresota Mill and their customers, clients and invitees.

STATE OF MINNESOTA)
COUNTY OF HENN.) ss.

On this 28th day of MAY, 1986, before me, a Notary Public within and for said County, personally appeared Robert C. Whitney, as a general partner of Hayber Development Group, a Minnesota general partnership which is a general partner of Ceresota Mill Limited Partnership, a Minnesota limited partnership, who executed the foregoing instrument, and acknowledged that he executed the same for and on behalf of said partnership.



Gregory J. Hayes
Notary Public

This instrument was prepared by:

WINTHROP & WEINSTINE
1800 Conwed Tower
444 Cedar Street
St. Paul, Minnesota 55101
(612) 292-8110

EXHIBIT A

Lots 1 to 14 inclusive, Block 43, all in the Town of Minneapolis according to the recorded plat thereof, Hennepin County, Minnesota, including that part of vacated Fifth Avenue South (formerly Marshall Street) lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South and lying southeasterly of a line described as follows:

Commencing at the most southerly corner of said Block 43; thence northwesterly along the southwesterly line of said Block 43 and its northwesterly extension a distance of 357.66 feet to the beginning of said line; thence northeasterly to the intersection with a point on the northwesterly extension of the northeasterly line of said Block 43, distant 357.66 feet northwesterly of the most easterly corner of said Block 43 and said line there terminating.

EXHIBIT B

Lots 6, 7 and 8, Block 1, Hayber Addition, County of Hennepin, State of Minnesota.

AMENDMENT NO. 1 TO PARKING RENTAL AGREEMENT

This Amendment, made as of the 5th day of December, 1987, by and between Bergerud-Whitney Corp., a Minnesota corporation ("Lessor"), and Ceresota Mill Limited Partnership, a Minnesota limited partnership ("Lessee").

W I T N E S S E T H :

WHEREAS, Lessor and Lessee previously executed and delivered that certain parking rental agreement dated May 1, 1986, by and between Lessor and Lessee ("Parking Rental Agreement") covering the real estate legally described as set forth on Exhibit A attached hereto ("Leased Premises"); and

WHEREAS, the Lessor and the Lessee desire to amend the Parking Rental Agreement as hereinafter set forth.

THEREFORE, in consideration of the foregoing premises, and further in consideration of the mutual promises herein contained, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby waives its right to receive any rent and reimbursements which would otherwise be due and payable under the Parking Rental Agreement; provided, however, that such waiver shall not be binding upon any existing or subsequent mortgagee of the Leased Premises, including, without limitation, Gibraltar Savings and Loan Association. Lessee hereby acknowledges and agrees that such waiver shall not be binding upon any such mortgagee.
2. The Parking Rental Agreement is hereby amended by adding a new Paragraph 25 to the Parking Rental Agreement which shall read as follows:

"25. Assignment. Lessor shall have the right to assign this Parking Rental Agreement and its right, title and interest hereunder, without the prior written consent of Lessee. Lessee shall have the right to assign this Parking Rental Agreement and its right, title and interest hereunder to any party who succeeds to the interest of Lessee in and to the property legally described as set forth on Exhibit B attached hereto, whether by voluntary sale or other disposition, foreclosure, deed in lieu of foreclosure, or otherwise."

Except as expressly amended by this amendment, the Parking Rental Agreement shall remain in full force and effect in accordance with its original terms.

EXHIBIT A

Lots 1 and 14 inclusive, Block 43, all in the Town of Minneapolis according to the recorded Plat thereof, Hennepin County, Minnesota, including that part of vacated Fifth Avenue South (formerly Marshall Street) lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South and lying southeasterly of a line described as follows:

Commencing at the most southerly corner of said Block 43; thence northwesterly along the southwesterly line of said Block 43 and its northwesterly extension a distance of 357.66 feet to the beginning of said line; thence northeasterly to the intersection with a point on the northeasterly extension of the northeasterly line of said Block 43, distant 357.66 feet northwesterly of the most easterly corner of said Block 43 and said line there terminating.

EXHIBIT B

Lots 6, 7 and 8, Block 1, Hayber Addition.

ASSIGNMENT AND ASSUMPTION
OF PARKING RENTAL AGREEMENT

This Assignment and Assumption, made as of the 5th day of December, 1986, by and between Ceresota Mill Limited Partnership, a Minnesota limited partnership ("Assignor"), and Standard Mill Limited Partnership, a Minnesota limited partnership ("Assignee").

*became
→ Canal St. Limited Partnership*

W I T N E S S E T H :

WHEREAS, Assignor has entered into that certain Parking Rental Agreement dated May 1, 1986, with Bergerud-Whitney Corp., a Minnesota corporation ("Lessor"), covering the real property legally described as set forth on Exhibit A attached hereto, as amended pursuant to Amendment No. 1 to Parking Rental Agreement of even date herewith by and between Assignor and Lessor (collectively, the "Parking Rental Agreement"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Parking Rental Agreement, and Assignee desires to assume and agree to perform all of the obligations of Assignor under the Parking Rental Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and further in consideration of the mutual promises herein contained, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns all of its right, title and interest in, to, and under the Parking Rental Agreement to Assignee, including, without limitation, its right to use the parking spaces described therein and its right to receive rent and other revenues with respect thereto; provided, however, that Assignor hereby retains its right to use the 100 parking spaces pursuant to the Parking Rental Agreement.
2. Assignee hereby assumes and agrees to perform each and all of, the obligations of the Assignor under the Parking Rental Agreement.

*Standard keeps 100 spaces
Ceresota under Parking Rental Agreement*

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption as of the day and year first above written.

STANDARD MILL LIMITED PARTNERSHIP

By *Robert C. Whitney*
Robert C. Whitney
Its General Partner

CERESOTA MILL LIMITED PARTNERSHIP

By *Donna L. Whitney*
Donna L. Whitney
Its General Partner

EXHIBIT A

Lots 1 and 14 inclusive, Block 43, all in the Town of Minneapolis according to the recorded Plat thereof, Hennepin County, Minnesota, including that part of vacated Fifth Avenue South (formerly Marshall Street) lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South and lying southeasterly of a line described as follows:

Commencing at the most southerly corner of said Block 43; thence northwesterly along the southwesterly line of said Block 43 and its northwesterly extension a distance of 357.66 feet to the beginning of said line; thence northeasterly to the intersection with a point on the northeasterly extension of the northeasterly line of said Block 43, distant 357.66 feet northwesterly of the most easterly corner of said Block 43 and said line there terminating.

**ASSIGNMENT OF LEASES AND
CONTRACTS AND ASSUMPTION AGREEMENT**

THIS AGREEMENT is made by and between the Resolution Trust Corporation, a corporation organized and existing under the laws of the United States of America, as Receiver for Gibraltar Savings, F.A., and GMOP Corp., a Texas corporation (hereinafter together referred to as "Assignor"), and the Minneapolis Community Development Agency, a public body, corporate and politic (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignee has acquired for value all of Assignor's right, title, interest and estate in and to that certain property located in Minneapolis, Minnesota commonly known as The Milwaukee Road Depot Site (hereinafter referred to as the "Project"), which is more particularly described on Exhibit "A" attached hereto, and by this reference made a part hereof; and

WHEREAS, under the terms of the purchase agreement between the parties, the Assignor agreed to assign and the Assignee has agreed to assume the hereafter "Assigned Obligations;"

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, express or implied, to Assignee, all of Assignor's right, title and interest in and to the following described rights, interests and property, including any refundable tenant security deposits made under the herein described leases, to the extent they are in the possession of Assignor:

1. All of Assignor's right, title and interest, if any, in and to the non-exclusive business and trade name The Milwaukee Road Depot Site under which the Project has been managed and operated; and
2. All of Assignor's right, title and interest, if any, in and to any assignable leases, contracts and agreements relating to the operation of the Project including, but not limited to, those contracts, leases and agreements identified on Exhibit "B" attached hereto and by this reference made part hereof (collectively, the "Assigned Obligations").

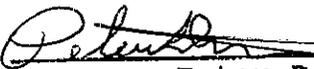
Assignee hereby assumes the Assigned Obligations and agrees to perform and keep all terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder subsequently

to the date of this document. Assignee does not assume any obligations or duties with respect to any other contracts, leases or agreements not listed on Exhibit "B". Assignee and Assignor agree that rents collected for the month of June, less any fee payable to the property manager, will be prorated as of the date of this document.

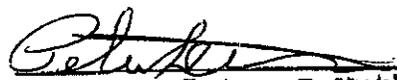
IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed this 29th day of June, 1992.

ASSIGNOR:

RESOLUTION TRUST CORPORATION,
as Receiver for Gibraltar Savings,
F.A.

By: 
Print Name: Peter DeMuth
Title: Department Head
Attorney-in-Fact for Resolution Trust
Corporation pursuant to Power of
Attorney dated April 19, 1991.

GMOP CORP., a Texas corporation

By: 
Print Name: Peter DeMuth
Title: Department Head
Attorney-in-Fact for GMOP Corp.
pursuant to Power of Attorney dated
June 24, 1992.

ASSIGNEE:

**MINNEAPOLIS COMMUNITY DEVELOPMENT
AGENCY**
a public body, corporate and politic

By: 
Print Name: Jay Jensen
Title: Executive Director

THIS INSTRUMENT DRAFTED BY:

Resolution Trust Corporation
4000 MacArthur Boulevard
Newport Beach, CA 92660
(714) 852-7777

EXHIBIT A

Parcel A:

That part of the Southeasterly half of vacated Fifth Avenue South (formerly Marshall Street) lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South and lying Northeasterly of the following described line:

Beginning at the intersection of the center line of said vacated Fifth Avenue South and the Northwesterly extension of the Southwesterly line of Block 43, Town of Minneapolis; thence Southeasterly to a point in the Southeasterly line of said Block 43, distant 20 feet Northeasterly of the most Southerly corner thereof and said line there terminating, except that part of the above described parcel lying Southeasterly of the following described line:

Commencing at the most Southerly corner of said Block 43; thence Northwesterly along the Southwesterly line of said Block 43 and its Northwesterly extension a distance of 357.66 feet to the beginning of said line; thence Northeasterly to the intersection with a point on the Northwesterly extension of the Northeasterly line of said Block 43, distant 357.66 feet Northwesterly of the most Easterly corner of said Block 43 and said line there terminating, Town of Minneapolis, according to the plat thereof on file or of record in the office of the Registrar of Titles in and for said County.

(Certificate No. 761444)

Parcel B:

Par. 1:

Lots 1 to 10, inclusive, Block 41;
Lots 1 to 10, inclusive, Block 42;
That part of vacated Fourth Avenue South (formerly California Street) and that part of the Northwesterly half of vacated Fifth Avenue South (formerly Marshall Street) all lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South, Town of Minneapolis, according to the plat thereof on file or of record in the office of the Registrar of Titles in and for said County.

Par. 2:

Lots 6 to 14, inclusive, Block 98;
Lots 6 to 14, inclusive, Block 99;
That part of Lots 1 to 5, inclusive, Block 98, and Lots 1 to 5, inclusive, Block 99, and that part of vacated Park Avenue South (formerly Seventh Avenue South and also formerly Russell Street) lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South all lying Northeasterly of the Southwesterly 20 feet thereof, Town of Minneapolis, according to the plat thereof on file or of record in the office of the Registrar of Titles in and for said County.

(Certificate No. 761446)

EXHIBIT A (continued)

Parcel C:

Lots 6 to 14, inclusive, Block 43;

That part of Lots 1 to 5, inclusive, Block 43, and that part of the Southeasterly half of vacated Fifth Avenue South (formerly Marshall Street) lying between the Northeasterly line of Washington Avenue South and the Southwesterly line of Second Street South all lying Northeasterly of the following described line:

Beginning at the intersection of the center line of said vacated Fifth Avenue South and the Northwesterly extension of the Southwesterly line of Block 43; thence Southeasterly to a point in the Southeasterly line of said Block 43, distant 20 feet Northeasterly of the most Southerly corner thereof and said line there terminating, except that part of above described vacated Fifth Avenue South lying Northwesterly of the following described line:

Commencing at the most Southerly corner of said Block 43; thence Northwesterly along the Southwesterly line of said Block 43 and its Northwesterly extension a distance of 357.66 feet to the beginning of said line; thence Northeasterly to the intersection with a point on the Northwesterly extension of the Northeasterly line of said Block 43, distant 357.66 feet Northwesterly of the most Easterly corner of said Block 43 and said line there terminating, Town of Minneapolis, according to the plat thereof on file or of record in the office of the Registrar of Titles in and for said County.

(Certificate No. 761445)

Parcel D:

That part of Block 18, (original) Town of Minneapolis, described as follows:

Lots 1, 2 and 3 and that part of Lots 4 and 5 lying Westerly of the following described line:

Commencing at the Southeasterly corner of Lot 5; thence North 30°26' 30" East, grid bearing, Minneapolis coordinate system, along the Easterly line of Lot 5, a distance of 57.00 feet to the point of beginning of the line to be described; thence North 18°49'42" West, 87.27 feet to a point in the Westerly line of Lot 5 distant 114.00 feet Northerly of the Southwesterly corner of Lot 5; thence Northwesterly 76.20 feet along a non-tangential curve, concave to the West, having a radius of 297.00 feet, a central angle of 14°41'59", and the chord of said curve bears North 17°10'44" West; thence North 59°35'57" West, not tangent to said curve, said line is also the Northerly line of said Lot 4, a distance of 10.00 feet to the Northwesterly corner of said Lot 4 and said line there terminating; along with the Northwesterly 1/2 of vacated 4th Avenue adjoining that portion of the Southeasterly line of said Lot 5 included in the foregoing.

EXHIBIT B

1. Parking Rental Agreement dated May 1, 1986, between Bergerud-Whitney Corp., as Lessor and Ceresota Mill Limited Partnership as Tenant, filed as Document No. 1812970, and amended by that certain Amendment No. 1 dated December 1, 1987.
2. Parking Rental Agreement dated May 1, 1986, between Bergerud-Whitney Corp., as Lessor and Standard Mill Limited Partnership as Tenant, filed as Document No. 1736964, and amended by that certain Amendment No. 1 dated December 1, 1987.
3. Non-Disturbance and Attornment Agreement dated as of May 28, 1986, between Standard Mill Limited Partnership and Gibraltar Savings, filed as Document No. 1736965.
4. Unrecorded agreement dated as of October 30, 1989, between the Minneapolis Heritage Preservation Commission and Gibraltar Savings.
5. Unrecorded leases for parking purposes dated as of August 30, 1991, between Simon Asset Management Group, Inc., as "SAMDA" contractor for Resolution Trust Corporation as Receiver for Gibraltar Savings, F.A., and GMOP Corp., and APCOA, Inc.

Amendment to Parking Rental Agreement

This Amendment to Parking Rental Agreement ("Amendment") is entered into as of the ____ day of May, 1996, by and among the Minneapolis Community Development Agency, a public body corporate and politic of the State of Minnesota ("Agency"), and Ceresota Mill Limited Partnership, a Minnesota limited partnership, and its bankruptcy estate in Bankruptcy Case No. 3-96-0137 (collectively "Ceresota") and Canal Street Limited Partnership, a Minnesota limited partnership, and its bankruptcy estate in Bankruptcy Case No. 3-96-0061 (collectively "Canal"). (Ceresota and Canal are herein collectively referred to as "Tenant".)

Recitals

A. Bergerud-Whitney Corp., a Minnesota corporation ("Bergerud"), as lessor, and Ceresota Mill Limited Partnership, as tenant, entered into a certain Parking Rental Agreement dated May 1, 1986, relating to the use and occupancy of up to 200 parking spaces located on the real estate legally described on Exhibit A attached hereto and incorporated herein ("Existing Premises"). The Parking Rental Agreement was amended by an Amendment No. 1 to Parking Rental Agreement between Bergerud and Ceresota Mill Limited Partnership dated December 1, 1987. (The Parking Rental Agreement as amended prior to the date of this Amendment is herein collectively referred to as the "Parking Agreement".) Ceresota assigned the tenant's interest in and Canal assumed the tenant's obligations under the Parking Agreement by an Assignment and Assumption of Parking Rental Agreement dated December 1, 1987.

B. The Existing Premises and the lessor's interest in the Parking Agreement are now owned by Agency.

C. Ceresota and Canal have requested that Agency change its ballots from "no" to "yes" with respect to the plans of reorganization filed by them in their bankruptcy cases and drop all objections to their plans, and Agency is unwilling to do so unless, among other things, Ceresota and Canal enter into this Amendment.

NOW THEREFORE, in consideration of Recitals and the mutual covenants contained herein, Agency, Ceresota and Canal agree as follows:

1. The Recitals are incorporated into and made a part of this Amendment.
2. The Parking Agreement is amended as follows:

a) Section 3, "Use of Premises", is amended by adding the following at the end of the first paragraph: "Anything in this Agreement to the contrary notwithstanding, Agency, at any time and from time to time, in the exercise of its sole discretion, may move the location of some or all of the parking spaces from and to the Existing Premises to and from the premises described in Exhibit I attached hereto and incorporated herein ("Alternate Premises"). A drawing with the Alternate Premises outlined in

yellow is attached hereto as Exhibit II and incorporated herein. The location of the parking stalls shall be as designated and changed by Agency from time to time by at least thirty (30) days written notice to Tenant, but such parking stalls shall remain on the Existing Premises and/or Alternate Premises."

b) Until changed as therein provided, the addresses of the parties for purposes of Section 14, "Notices; Payments", shall be as follows:

If to Agency: Minneapolis Community Development Agency
Crown Roller Mill, Suite 200
105 Fifth Avenue South
Minneapolis, MN 55401-2534

If to Tenant: Robert Goldkamp
BEI Property Corporation, Inc.
401 Commonwealth Ave.
Boston, MA 02215

and

Stephen Reiland
9593 Anderson Lake Parkway
Eden Prairie, MN 55344

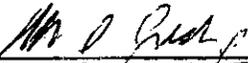
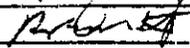
3. Ceresota and Canal are jointly and severally liable for the performance of the obligations of the tenant under the Parking Agreement as amended by this Amendment
4. In the event of any conflict between this Amendment and the Parking Agreement, this Amendment shall control.
5. As amended by this Amendment, the Parking Agreement is hereby ratified and affirmed, and continues in full force and effect.

In witness whereof, the parties hereto have executed this Amendment to Parking Rental Agreement as of the day and year first above written.

Ceresota Mill Limited Partnership,
Debtor in Possession and on behalf of
its bankruptcy estate
By Block 10 Ceresota Corporation
Its General Partner

By 
Its: 

Canal Street Limited Partnership,
Debtor in Possession and on behalf of
its bankruptcy estate
By Block 10 Canal Corporation
Its General Partner

By 
Its: 

Minneapolis Community Development
Agency

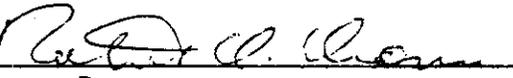
By 
Its: Deputy Executive Director

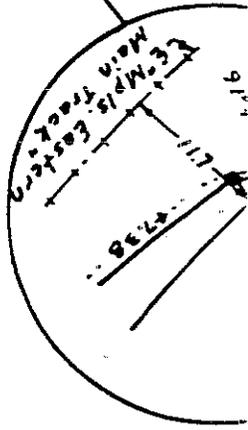
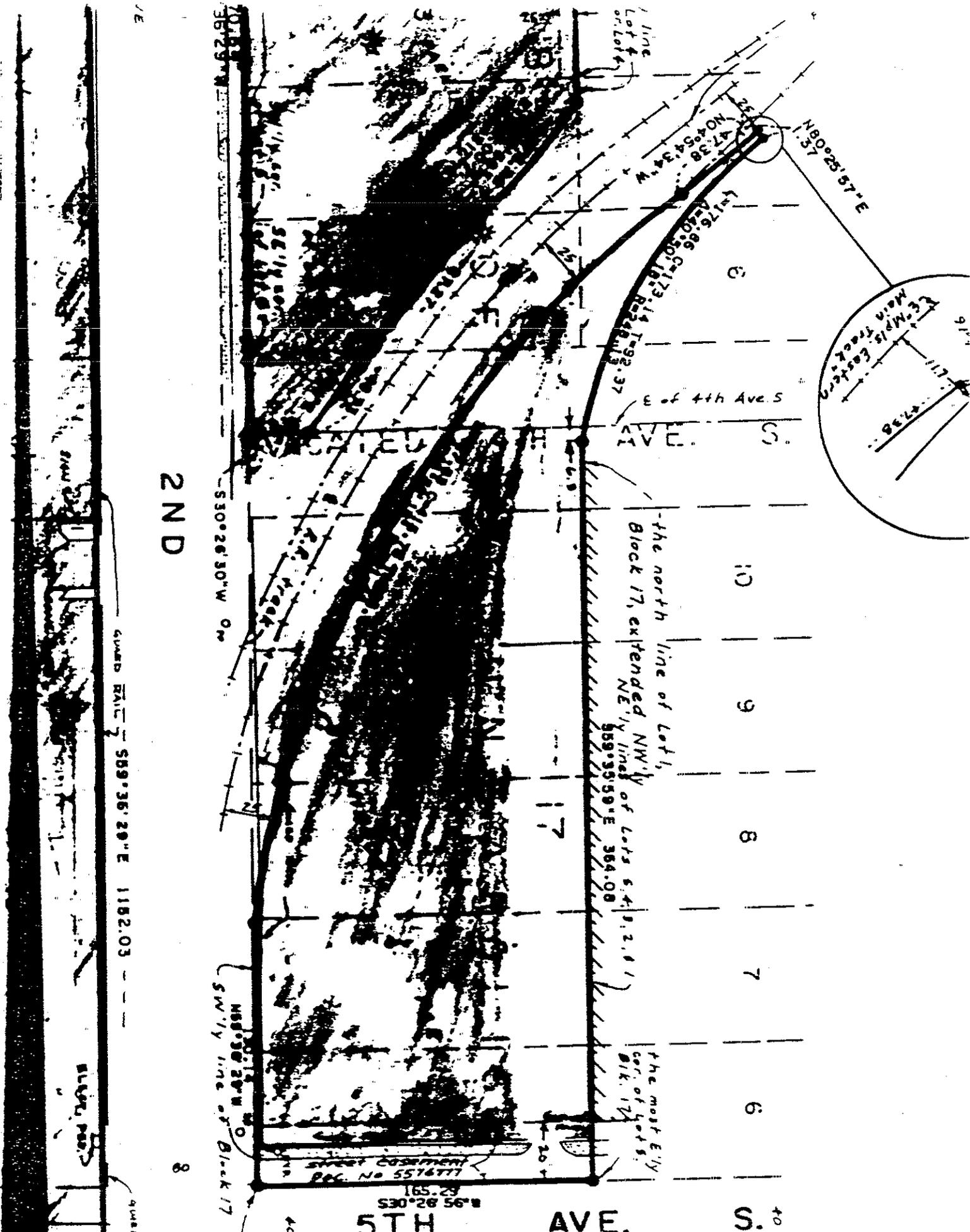
EXHIBIT I

Legal Description of
Alternate Premises

Parcel E:

Those parts of Blocks 17 and 18, (original) Town of Minneapolis, together with that part of Fourth Avenue South lying between said Blocks, bounded and described as follows:

Beginning at the most Easterly corner of Lot 5 in said Block 17; thence Northwesterly along the Northeasterly lines of Lots 5, 4, 3, 2 and 1, and the Northwesterly extension thereof, of said Block 17, a distance of 365 feet, more or less, to a point distant 6.3 feet Easterly, measured along said last described course, extended, from the center line of said Fourth Avenue South; thence Northerly along a non-tangent curve to the right, having a radius of 248.13 feet, a distance of 178.6 feet to a point distant 11.7 feet Easterly, measured at right angles, from the center line of the "Minneapolis Eastern main track" as described by Warranty Deed dated October 8, 1914, between the Minneapolis Eastern Railway Company and the Minneapolis and St. Louis Railway Company, recorded November 2, 1916, in the Hennepin County Register of Deeds Office in Book 820 of Deeds at Page 25; thence Westerly along a line forming an angle of $91^{\circ}40'$, measured counterclockwise from the tangent to said last described curve, at the end thereof, a distance of 2 feet, more or less, to a point distant 25 feet Easterly, measured at right angles, from the center line of the "South-Bound" main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located; thence Southerly and Southeasterly parallel with said main track center line a distance of 475 feet, more or less, to a point on the Southwesterly line of said Block 17; thence Southeasterly along said Southwesterly line of Block 17 a distance of 130 feet, more or less, to the most Southerly corner of said Block 17, being also the most Southerly corner of said Lot 5; thence Northeasterly along the Southeasterly line of said Lot 5 a distance of 165 feet to the point of beginning.



2ND

GUARD RAIL 589°36'29\"/>

36°29' W 530°26'30\"/>

NSW 1/4 line of Block 17

5TH AVE. S.

SW 1/4 COR. OF LOTS 5, 4, 3, 2, 1

S30°26'56\"/>

8

6

6

9

10

17

the most Ely cor. of lots, Blk. 17

the north line of Lot 1, Block 17, extended NW 1/4 of NE 1/4 lines of Lots 5, 4, 3, 2, 1

E of 4th Ave. S

N 80° 25' 57\"/>

N 47° 38' 08\"/>

1 line of Lot 4 or Lot 6

BLK. 17

40