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MEMORANDUM OF
AMENDED LEASE

DATE: As of June 29, 1995

BETWEEN: **COWLES MEDIA COMPANY**
formerly known as Minneapolis Star and Tribune Company
a Delaware corporation ("Landlord")

AND: **METROPOLITAN SPORTS FACILITIES COMMISSION**
a Minnesota public body ("Tenant")

IN CONSIDERATION OF the covenants contained in the Amended and Restated Lease Agreement dated as of June 29, 1995, between Landlord and Tenant ("Amended Lease"), Landlord hereby demises and leases to Tenant the tract of land described in Exhibit A ("Premises") and Tenant leases and accepts the Premises from Landlord for a term ("Term") beginning on June 29, 1995, and ending on April 30, 2011, unless extended or sooner terminated as set out in the Amended Lease, and otherwise subject to the terms and conditions of the Amended Lease.

AMONG OTHER THINGS, the Amended Lease provides that

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- (a) Tenant shall be responsible for construction of certain Improvements in the Premises (the "Plaza Improvements"),
 - (b) the Plaza Improvements and any other improvements from time to time constructed by or on behalf of Tenant on the Premises shall be and remain the property of Tenant during the Term,
 - (c) Landlord and Tenant shall each have exclusive easements for encroachment as may be required for such minor variations as may in fact exist between the location of the Plaza Improvements and the boundary lines of the Premises as determined by survey, and
 - (d) Landlord and Tenant shall each have the right and option on certain conditions to terminate the Amended Lease at the times and in the manner set out in the Amended Lease.

THE AMENDED LEASE constitutes an amendment and restatement of the Lease Agreement between Landlord and Tenant dated as of June 29, 1995, a Memorandum of which was filed June 30, 1995 in the office of the Hennepin County Recorder as Document No. 6445346, and supersedes in its entirety such Lease Agreement and any letter of agreement or other writing between Landlord and Tenant pertaining to the subject matter of the Amended Lease entered into prior to execution of the Amended Lease.

THE PURPOSE OF this instrument is solely to give notice of the Amended Lease and all of its terms, to the same extent as if the Amended Lease were fully set forth herein. Upon expiration or any other termination of the Amended Lease, Tenant agrees upon request to execute, acknowledge and deliver a recordable termination of this Memorandum of Amended Lease.

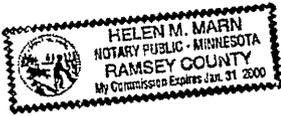
THIS INSTRUMENT amends and restates in its entirety the Memorandum of Lease filed as Document No. 6445346.

COWLES MEDIA COMPANY
a Delaware corporation

By James A. Alcott
Its vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9TH day of FEBRUARY, 1996, by JAMES A. ALCOTT the VICE PRESIDENT of Cowles Media Company, a Delaware corporation, on behalf of the corporation.



Helen M. Marn
Notary Public

[Signature page for Memorandum of Amended Lease dated as of June 29, 1995, between Cowles Media Company and Metropolitan Sports Facilities Commission]

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13FEB9612:33 C6538154 SUD \$4.50
13FEB9612:33 C6538154 DHC \$16.00

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA

CERTIFIED FILED AND OR
RECORDED ON

96 FEB 13 PM 12:32

ASSIGNMENT # **6538154**

M. Moran
HENNEPIN COUNTY RECORDER

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STATE OF MINNESOTA, COUNTY OF HENNEPIN
Certified to be a true and correct copy of the
original on file and of record in my office.

MAR 13 1996

R. Dan Carlson, County Recorder

By *Norma J. Smith* Deputy

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OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

MAR 14 1996

Hpm

B. Peter Carlson

BY B. Peter Carlson REGISTRAR OF TITLES
DEPUTY

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MINNESOTA DEPARTMENT OF REVENUE
FOR YOUR INFORMATION AND TO BE FILED IN THE
OFFICE OF THE REGISTRAR OF TITLES

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