

BANK

3794

APPROVED BY CITY COUNCIL

LEASE

12-16-77, 19____
City Clerk

THIS LEASE, made January 21, 19 83,
between THE CITY OF MINNEAPOLIS, a municipal corporation ("Land-
lord"), whose address is 1700 Government Center, Minneapolis,
Minnesota 55487 pursuant to that certain Resolution of the
Minneapolis City Council granting the undersigned officers of
the City authority to enter into this Lease, an attested copy
of which is attached as Exhibit A, hereto, and F & M MARQUETTE
NATIONAL BANK, a national banking association ("Tenant"), whose
address is Sixth and Marquette, Minneapolis, Minnesota 55480
who agree as follows:

ARTICLE I.
Description of Premises.

Landlord hereby leases Tenant and Tenant leases from Land-
lord a portion of the ground floor of the municipal parking ramp
owned by Landlord located in the City of Minneapolis, County of
Hennepin and State of Minnesota described upon Exhibit B, hereto,
which building and other improvements are to be constructed thereon
by Landlord in accordance with the plans and specifications to
be signed by the parties and to be attached hereto as Exhibits C
and D, respectively. The portion thereof leased by Tenant is
located on the ground floor of Landlord's parking ramp and is
outlined in red on Exhibit E (the "Premises").

ARTICLE II.
Premises.

2.1 The minimum amount of space to be leased hereunder is
12,756.8 square feet and Tenant reserves the option to lease up to
none additional square feet if available in Landlord's parking
ramp and located in that area outlined in blue on Exhibit E ("Optioned
Space"). Exercise of said option shall be subject to the provisions
of Paragraphs 2.2 and 2.4 of this Article.

2.2 Tenant's option to lease the Optioned Space, or any por-
tion thereof, if not exercised as set forth in Paragraph 2.4 of
this Article shall be exercisable at any time during the term hereof
if Landlord is not leasing the Optioned Space to a third party.
Landlord agrees to give Tenant thirty (30) days advance notice of
Landlord's intention to rent or lease all or any portion of the
Optioned Space to any third party. Tenant shall thereupon have a
right of first refusal to rent or lease said portion of the Optioned
Space at the same rate of rent and upon the same terms as set forth
in said written notice from Landlord. In the event Landlord is
not renting or leasing the Optioned Space or any portion thereof to
a third party and Tenant desires to exercise its option to lease
same at any time during the term hereof, rent shall be payable for
said space upon the same terms and provisions as set forth in this
Lease. The parties shall enter into an appropriate Amendment to
Lease setting forth the commencement date with respect to the
Optioned Space. The termination date shall coincide with the termi-
nation date hereof.

2.3 Tenant shall be responsible for making any and all
necessary alterations, improvements and changes to the Optioned
Space and Tenant shall be responsible for the restoration of any
portion of the premises not constituting Optioned Space or which
is not subject to this Lease which may be injured, damaged or
otherwise adversely affected by such improvement, alteration and
change. Prior to any consideration or alteration, Tenant shall
present to Landlord plans and specifications for the written

approval of Landlord. Any such improvements, alterations or changes shall be made in accordance with such plans and specifications. Tenant shall not permit any mechanics' or material-man's liens to be filed against the premises in connection with such work and agrees to indemnify and hold Landlord harmless from and against any such liens and pay all costs and expenses incurred by Landlord in satisfying and/or defending against such liens, including reasonable attorneys' fees. Landlord's consent to making of such changes, alterations and improvements to the Optioned Space shall not be unreasonably withheld; provided, that construction activities in connection therewith shall not materially interfere with Landlord's operation of its parking ramp facility upon the Premises.

2.4 Notwithstanding anything to the contrary set forth in this Article II, Tenant shall exercise the option for the Optioned Space only after completion of preliminary plans and prior to approval of final plans and specifications for construction of Landlord's parking ramp and Tenant's drive-in bank facility pursuant hereto if Tenant intends to exercise its option for Optioned Space prior to occupancy of the Premises.

ARTICLE III.

Term of Lease and Option to Extend.

3.1 The term shall commence when Landlord has substantially completed construction of the drive-in bank facility pursuant to the provisions of Exhibits C and D and the facility is available for occupancy as evidenced by the Architect's Certificate of Completion; an appropriate occupancy certificate issued by governmental authorities having jurisdiction, a certificate signed by the parties setting forth the commencement and termination dates of this Lease, which certificate need not be signed by Tenant until the acquisition and installation of Tenant's leasehold improvements, equipment and other facilities have been completed or Tenant's opening for business upon the Premises, if earlier.

3.2 The term of the Lease shall be twenty (20) years.

3.3 Tenant is given the option to extend the term on all the provisions contained in this Lease for a ten (10) year period ("Extended Period") following expiration of the initial term by giving notice of exercise of the option to Landlord at least twelve (12) months prior to the expiration of the term.

3.4 Tenant is given the option to terminate this Lease at any time if federal or state banking laws or regulations prohibit it from using the Premises for a drive-in bank, by giving notice of exercise of said option to Landlord at least twelve (12) months before the date of termination.

ARTICLE IV.

Rent and Taxes.

4.1 Tenant shall pay to Landlord as annual rent one dollar and twenty cents (\$1.20) per square foot per year, such amount increasing by five cents (\$.05) per square foot per year each year of the term of the lease and Extended Period, payable in advance on the first day of each year. Annual rent for the remaining portion of the first year of the term until the following January 1 shall be paid on the day the term commences. Annual rent for any partial year shall be pro-rated at the rate of 1/360th of the annual rent per day. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

4.2 If this Lease terminates before the expiration date for reasons other than Tenant's default, annual rent shall be pro-rated to the date of termination, and Landlord shall immediately repay to Tenant all minimum annual rent then prepaid and unearned.

4.3 Tenant shall pay before delinquency all taxes, license fees and other charges ("taxes") that accrue and are assessed against Tenant's personal property installed or located in or on the Premises that become payable during the term, if any, and which accrue and are assessed against Tenant's Premises only and not against Landlord's parking ramp.

4.4 Tenant shall pay all real property taxes and installments of general and special assessments levied and assessed against the Premises only and not against Landlord's parking ramp. Tenant shall pay, on or before the last day for payment thereof, taxes, assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind, extraordinary as well as ordinary, which shall be assessed against or become payable from the first year the Premises are taxed as a completed structure and continuing throughout the remainder of the lease term with respect to the Premises and all charges of governmental authorities for construction, maintenance, occupation or use during the term of any space in, over or under sidewalk or street on or adjacent to the Premises. Tenant shall within twenty (20) days after the time for the payment by the Tenant of any such tax, assessment, water rent, rate or charge, sewer rent or other governmental imposition, or charge, exhibit to the Landlord satisfactory evidence of such payment.

4.5 All such taxes, assessments, water rents, rates and charges, sewer rents, and other governmental impositions and charges shall be apportioned pro-rata between the Landlord and the Tenant in accordance with the respective proportions of the final year during which this Lease shall be in effect and payment of said amounts shall be based upon said pro-rata share between the Landlord and the Tenant in such final year of this Lease or any extension.

4.6 Tenant shall have the right to contest or review by legal proceeding, or in such other manner as it may deem suitable (which, if instituted, the Tenant shall conduct promptly at its own expenses, and free of any expense to Landlord, and if necessary in the name of Landlord), any tax, assessment, water rent, rate or charge, sewer rent, or other governmental imposition or charge. Tenant may defer payment of a contested item upon condition that, before instituting any such proceeding, Tenant shall furnish to the Landlord a surety company bond or other security satisfactory to the Landlord, in an amount sufficient to cover the amount of any contested item, with interest and penalties for the period during which such proceedings may be expected to take securing payment of such contested item, interest and penalties, and all costs in connection therewith. Notwithstanding the furnishing of any such bond or security, Tenant shall promptly pay such contested item if at any time the Premises or any part thereof shall be in danger of being sold, forfeited or otherwise lost. Landlord may at any time pay such contested item out of any cash deposit by Tenant. When any such contested item shall have been so paid, any balance of any such cash deposit not so applied shall be repaid to the Tenant with interest, if any, earned by Landlord. If there shall be any refund with respect to any contested item based upon a payment by the Tenant, the Tenant shall be entitled to such refund to the

extent of such payment, subject to apportionment as provided in Section 4.6 of this Article.

ARTICLE V.
Utilities.

Landlord shall furnish to the Premises reasonable quantities of water, sewer facilities, and heating as required for Tenant's use at all times during the term of the Lease without additional cost or charge to Tenant and Tenant covenants and agrees not to waste or misuse such utilities. Landlord shall not be liable for failure to furnish utilities or services to the Premises when the failure results from causes beyond Landlord's reasonable control, but in case of the failure Landlord will take all reasonable steps to restore the interrupted utilities and services. Tenant shall pay for electricity; provided Landlord supplies a separate electric meter. Tenant may, at its discretion, provide an air conditioning system for the Premises or any part thereof; provided, said system shall be repaired, maintained and replaced, as needed, by Tenant throughout the term hereof.

Landlord has informed Tenant that steam heat is being supplied the Premises by Central Heating Company ("Central"). If steam is interrupted as a result of circumstances beyond the reasonable control of Landlord or Central, both shall promptly and diligently remove and overcome the cause of the interruption. Notwithstanding anything to the contrary contained in this Lease, except for the gross negligence or willful misconduct of Central, Central shall not be liable to Tenant for any loss, damage or claim thereof, arising out of an interruption of steam and Tenant hereby waives any claim against Landlord for any loss or damage resulting from the interruption of steam so long as the event causing the interruption is not attributable to the negligence or willful act of Landlord.

ARTICLE VI.
Use of Premises.

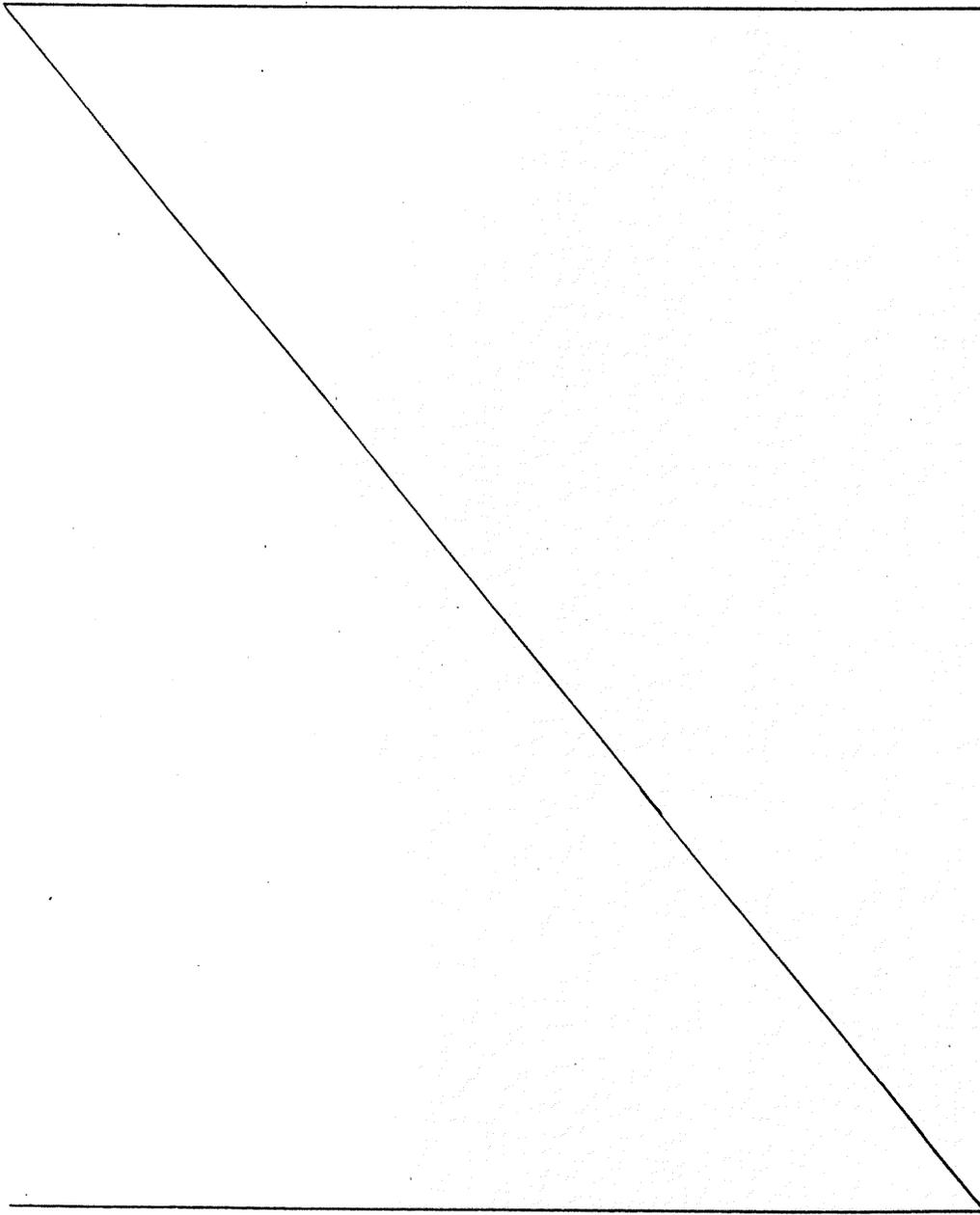
6.1 Tenant shall use the Premises for a banking facility, or at Tenant's option, any other purpose if allowable under applicable banking laws and regulations. If Tenant proposes to use the Premises for any purpose other than a banking facility, it shall first obtain Landlord's consent which shall not be unreasonably withheld.

6.2 Tenant's use of the Premises as provided in this Lease shall be in accordance with the following provisions:

- a. Tenant shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises, whether carried by Landlord or Tenant.
- b. Tenant shall comply with all applicable laws concerning Tenant's use of the Premises, including the obligation at Tenant's cost to alter, maintain or restore the Premises in compliance and conformity with all laws requiring such a result of Tenant's particular and specific use of the Premises at the time.
- c. Tenant shall not use the premises in any manner that will constitute waste, nuisance or unreasonable

annoyance to owners or occupants of adjacent properties, provided that Tenant may place signs advertising its business which can be seen from adjacent premises. Tenant shall not use the Premises for sleeping, washing clothes, cooking or the preparation, manufacturing or mixing of anything that might emit any odor or objectionable noises or light onto adjacent properties.

- d. Tenant shall not do anything on the Premises that will cause structural damage to the Premises or the parking ramp of which the Premises is a part.



6.3 Tenant, at its cost, shall have the right to place, construct and maintain advertising and display signs throughout the ground level area of Landlord's parking ramp; provided, all internal and external signs do not violate Landlord's Uniform Safety Rules and Regulations nor violate any applicable ordinances and laws; nor otherwise interfere with the operation of Landlord's parking ramp in the reasonable discretion of Landlord's Department of Public Works.

6.4 Landlord, at its cost, shall maintain in good condition all common areas of the Premises and Landlord's Parking Ramp, including but not limited to the parking ramps, driveways and Landlord shall provide daily mechanical sweeping services of same, including those portions of Tenant's Premises constituting driveways and ramps. Landlord shall, in addition, keep all driveway approaches to the Premises and sidewalks clear of snow; provided Landlord shall not be obligated to provide any hand snow shovelling services to the Premises or its driveways and ramps, and all hand snow shovelling desirable or required shall be the obligation of Tenant. Landlord shall have no obligation to pick up litter in Tenant's Premises or driving lanes constituting portions thereof except by mechanical sweeper and Tenant shall clean up all of such litter as required on a daily basis.

6.5 Tenant, its customers and invitees shall have access to the Premises 24 hours a day and seven days a week through the driving lanes of Landlord's parking ramp serving the Premises and by foot.

ARTICLE VII .
Ownership and Removal of Property.

7.1 Landlord owns the land described in Article I, above, the building including but not limited to the entire ground level structures constructed in accordance with Exhibits C and D and including that portion of the building leased to Tenant pursuant hereto. Tenant owns all internal improvements, equipment and personal property installed by it on the Premises listed and described on Exhibit F, hereto.

7.2 Tenant has the right to remove all improvements, property and equipment listed in Exhibit F at the termination of the lease, provided it pays all restoration and repair costs caused by such removal. Tenant also has the right to remove such improvements, property and equipment during the term of this Lease provided it is not in default and pays all restoration and repair costs caused thereby.

ARTICLE VIII.
Maintenance of Facilities.

8.1 Landlord at its cost, will construct and maintain in good condition in accordance with all applicable laws, regulations and ordinances, public toilet facilities on the ground level of the parking ramp office structure. Tenant will be authorized the use of such facilities for its employees, customers and invitees.

8.2 Landlord at its cost, shall maintain in good condition the following:

- a. The structural parts of the building and other improvements that are part of the Premises, including only the foundations, driveways, bearing and exterior walls, (excluding glass and doors of the Premises) parking areas, subflooring and roof;

- b. The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises.
- c. Window frames, gutters and downspouts on the building, if any, and other improvements that are a part of the Premises.
- d. Heating and ventilating systems servicing the Premises.

8.3 Tenant at its cost, shall maintain, in good condition, all interior portions of the Premises, including, without limitation, Tenant's equipment, interior walls and ceiling areas on the ground level utilized by vehicles and pedestrians particular to the drive-in banking facility, all of Tenant's personal property including Tenant's signs.

ARTICLE IX.
Alterations.

Tenant shall not make any structural or exterior alterations to the Premises without Landlord's consent, which shall not be unreasonably withheld. Tenant, at its cost, shall have the right to make, without Landlord's consent, non-structural alterations to the interior of the Premises. In making any alterations, Tenant shall comply with the following:

- a. Tenant shall submit reasonably detailed plans and specifications and working drawings for the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations.
- b. The alterations shall not be commenced until ten (10) days after Landlord has received notice from Tenant stating the date installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.
- c. The alterations shall be approved by all appropriate governmental agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.
- d. All alterations shall be completed with due diligence and in compliance with the plans and specifications.
- e. Before commencing the alterations at all times during construction, Tenant's general contractor shall maintain builders' risk insurance as provided in the AIA form of Owner and Contractor Agreement for the full value of such improvement naming Landlord and Tenant as insureds.
- f. If the estimated costs of the alterations exceed Two Hundred Thousand Dollars, before commencement of the alterations, Tenant at its cost shall furnish to Landlord a performance and completion bond issued by an insurance company qualified to do business in Minnesota in a sum equal to the cost of the alterations (as determined by the construction contract between Tenant and its general contractor) guaranteeing the completion of the alterations free and clear of all liens and other charges and in accordance with the plans and specifications therefor.

ARTICLE X.
Insurance.

10.1 Tenant, at its cost, shall maintain general liability insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the Premises or any part thereof, in amounts not less than \$1,000,000.00 for all personal injuries and deaths resulting from any one accident and \$300,000.00 for property damage in any one accident. In addition, Tenant shall maintain excess general liability umbrella form coverages of at least \$20,000,000.00. All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Paragraph 10.8.

10.2 Landlord shall cause to be maintained general liability insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the Premises or any part thereof, and common areas, in amounts not less than \$1,000,000.00 for all personal injuries and deaths resulting from any one accident and \$300,000.00 for property damage in any one accident. In addition, Landlord shall cause excess general liability umbrella form coverages of at least \$20,000,000.00 to be maintained. All public liability insurance and property damage insurance shall insure performance by Landlord of the indemnity provisions of Paragraph 10.9.

10.3 Tenant, at its cost, shall maintain on all personal property, Tenant's improvements and alterations in, on or about the Premises and all improvements that are a part of the structure consisting only of the Premises (and excluding Landlord's Parking Ramp), a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, to the extent of their full replacement value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property and the restoration of Tenant's improvements or alterations to the Premises and the Premises, subject to the provisions of Paragraph 11.3, herein.

10.4 Tenant will deposit with Landlord policies evidencing such insurance, or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel, ~~refuse to renew or materially modify~~ such policy without giving written notice to Landlord at least thirty (30) days before the cancellation, ~~non-renewal or modification~~ becomes effective. Before expiration of any policy herein required, Tenant shall furnish the Landlord evidence satisfactory to Landlord that the policy has been renewed or replaced by another policy conforming to the provisions set forth in this Article. Landlord shall, likewise, provide similar certificate of insurance with respect to the insurance required to be carried pursuant to Paragraph 10.2 of this Article. In the event Landlord, in its sole discretion, decides to carry fire and extended coverage insurance upon its Parking Ramp which the Premises are located, it shall notify Tenant and provide appropriate certificates in the same form as hereinabove set forth.

10.5 The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage -

caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or is obtainable only by the payment of an additional premium charge by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days of receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party that will carry the insurance with the waiver of subrogation, or agree to pay the additional premium in such policy if obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is in existence refuses to pay the additional premium charge, the other is relieved of the obligation to obtain a waiver of subrogation with respect to the particular insurance involved. The foregoing release and waiver of subrogation provision shall not apply in the event Landlord does not carry insurance against loss by the risks referred to hereinabove.

10.6 Landlord shall not be liable to the Tenant for any damage to Tenant or Tenant's property from any cause and Tenant waives all claims against Landlord for damage to person or property arising for any reason, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the acts or omissions of Landlord or its agents, officers and employees.

10.7 Tenant shall not be liable to the Landlord for any damage to Landlord or Landlord's property from any cause and Landlord waives all claims against Tenant for damage to person or property arising for any reason, except that Tenant shall be liable to Landlord for damage to Landlord resulting from the acts or omissions of Tenant or its agents, officers and employees.

10.8 Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on or about the Premises except that the Landlord shall be liable to Tenant for damages resulting from the acts or omissions of Landlord or its agents, officers and employees. Tenant shall hold Landlord harmless from all damages arising out of any such liability, however a party's obligation arising out of this Paragraph to indemnify and to hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, and received by the party being indemnified under this Agreement.

10.9 Landlord shall hold Tenant harmless from all damages arising out of any damage to any person or property occurring in, on or about Landlord's Parking Ramp except that the Tenant shall be liable to Landlord for damages resulting from the acts or omissions of Tenant, its agents, officers and employees. Landlord shall hold Tenant harmless from all damages arising out of any such liability, however a party's obligation arising out of this Paragraph to indemnify and to hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, and received by the party being indemnified under this Agreement.

ARTICLE XI. Destruction.

11.1 If, during the term, the Premises or the Landlord's parking ramp in which the Premises is located, are totally or partially destroyed from any cause, rendering the Premises totally or partially unusable, Landlord shall restore the parking ramp and the Premises substantially to the same conditions as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within

one hundred twenty (120) working days after the date of the destruction. Such destruction shall not terminate this Lease. If the restoration cannot be made in a time stated in this Paragraph, Tenant may terminate this Lease immediately by giving notice to Landlord. If Tenant fails to terminate this Lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this Lease or restore the Premises within a reasonable time and this Lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this Lease immediately by giving notice to the other party.

11.2 In case of destruction there shall be an abatement or reduction of rent between the date of destruction and the date of completion of restoration, based on the extent to which the destruction interferes with Tenant's use of the Premises.

11.3 If, during the term, the Premises are totally or partially destroyed from any cause rendering the Premises totally or partially unusable and Landlord's parking ramp is likewise totally or partially destroyed from any cause and in the event Landlord restores the parking ramp and Premises as provided in Paragraph 11.1 of this Article, Tenant's insurance proceeds received pursuant to Paragraph 10.3 shall immediately be paid by Tenant to Title Insurance Company of Minnesota, Minneapolis, Minnesota ("Insurance Trustee"). All sums deposited with the Insurance Trustee shall be held for the following purposes and the Insurance Trustee shall have the following powers and duties:

- a. The sums shall be paid in installments by the Insurance Trustee to the General Contractor retained by Landlord as construction progresses for payment of the costs of restoration of the Premises. A 10% retention fund shall be established that will be paid to said General Contractor upon completion of restoration, payment of all costs, expiration of all applicable lien periods and proof that the Premises and Landlord's parking ramp are free of all mechanic's liens and lienable claims.
- b. Payment shall be made on presentation of appropriate certificates, vouchers and affidavits from the architect retained by the parties showing the amount due.
- c. Any sums not disbursed by the Insurance Trustee after restoration has been completed and final payment has been made to the General Contractor shall be delivered within fifteen (15) days by the Insurance Trustee to Tenant.
- d. All actual costs and charges of the Insurance Trustee shall be paid by Tenant.
- e. Both parties shall promptly execute all documents and perform all acts reasonably required by the Insurance Trustee in order that it may perform its obligations hereunder.
- f. In the event Landlord does not restore the Premises and Landlord's parking ramp as provided in Paragraph 11.1 of this Article and this Lease is thereby terminated, all such sums delivered to the Insurance Trustee shall within fifteen (15) days be paid to

Tenant and Landlord shall have no claim thereto whatsoever.

ARTICLE XII.
Condemnation.

12.1 If the whole of the Premises shall be taken by any public authority under the power of eminent domain or by purchase and sale agreement in lieu of exercise of any public authority's eminent domain power, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the rent shall be paid up to that date with a proportionate refund by Landlord of such rent as shall have been paid in advance. In the event more than ten percent (10%) in area of the Landlord's parking ramp hereinabove described be so taken, the Tenant shall have the right to terminate this Lease at the time and with the rent adjustment as above in this Section provided, by giving Landlord written notice of termination within thirty (30) days after the taking of possession by such public authority.

12.2 If at least forty percent (40%) of the floor area of the Landlord's parking ramp shall be so taken, then Landlord shall have the right either to terminate this Lease subject to Tenant's right of termination as set forth in Section 12.1 of this Article, or to continue the remainder of the Lease as to the Premises upon notice in writing to Tenant of Landlord's intention within thirty (30) days after such taking of possession. In the event Tenant elects to remain in possession, and Landlord does not so terminate, all of the terms herein provided shall continue in effect except that the rent shall be proportionately and equitably abated, and Landlord shall make all necessary repairs or alterations to the basic building, exterior and interior work to the Premises. In the event the parties cannot agree as to the amount of rent abatement, said matter shall be submitted to arbitration.

12.3 All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the parking ramp, shall be deposited and disbursed in accordance with applicable provisions of the Lease, whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the parking ramp; provided, however, that Landlord shall not be entitled to the award made to Tenant for loss of business, depreciation to and cost of removal of stock and fixtures or loss to the Premises.

12.4 Any amounts received by reason of condemnation, whether an award or proceeds of sale in lieu of exercise of any public authority's eminent domain power, shall belong to and be paid to Landlord, except that Tenant shall receive from said amount the following:

- a. A sum attributable to Tenant's improvements, alterations, business equipment and fixtures made to the Premises in accordance with this Lease, which improvements, alterations and equipment Tenant has the right to remove from the Premises pursuant hereto but elects not to remove.
- b. A sum attributable to the excess of the market value of the Premises, exclusive of Tenant's improvements, alterations and equipment for which Tenant is compensated under subparagraph a, hereinabove, for the remainder of the term hereof over the present value at the date of taking of the sum paid by Tenant to Landlord at inception of the term as reimbursement for constructions costs of the Premises pursuant

to the terms and provisions of that certain Agreement to Lease entered into by Landlord and Tenant on December 30, 1977.

- c. A sum attributable to that portion of the award constituting severance damages, if any, for the restoration of the Premises. It is expressly understood and agreed between the parties that the inclusion of this subparagraph c shall not constitute an admission by either party as to the propriety or applicability of the award of severance damages in the event of exercise of any right of eminent domain.

ARTICLE XIII.
Assignment or Sublease.

Tenant shall not voluntarily assign its interest in this Lease or the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives and except corporations affiliated with Tenant) to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent thereto. Landlord shall not unreasonably withhold its consent. Any assignment or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default hereunder. No consent to any such assignment or sublease shall constitute a waiver of the provisions of this Paragraph. Any sublease of all or any part of the Premises shall be made expressly subordinate to the terms of this Lease and no subletting by Tenant shall affect the obligation of the Tenant to perform all of the covenants required to be performed by the Tenant under the terms hereof. No assignment by the Tenant shall operate to relieve the Tenant of any obligation or liability arising under the terms of this Lease unless the Landlord shall specifically agree in writing that such proposed assignment shall release the Tenant from the obligations and liabilities imposed upon the Tenant by the terms hereof.

ARTICLE XIV.
Landlord's Entry on Premises.

14.1 Landlord and its authorized representatives shall have the right to enter into the Premises for inspection, maintenance and restoration only when occupied by Tenant's representatives or expressly authorized by Tenant, unless an emergency condition requires entry by Landlord without Tenant's representative.

14.2 Landlord has the right to the sale of its parking ramp subject to this Lease and the rights granted Tenant in the Premises.

ARTICLE XV.
Surrender of Premises.

Upon expiration of the Lease or upon termination of Tenant's right to possession, Tenant shall surrender to Landlord the Premises except for improvements and personal property that Tenant has the right to remove under the provisions of this Lease. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property within the time periods stated in this Paragraph. Landlord can elect to maintain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises upon expiration or termination of the term as allowed or required by this Lease by giving at least forty-five (45) days notice to Tenant.

Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the forty-five (45) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. If Tenant fails to surrender the Premises to Landlord on expiration or termination of Tenant's right to possession as required by this Paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitations, claims made by the succeeding Tenant resulting from Tenant's failure to surrender the Premises.

ARTICLE XVI.
Default.

16.1 The occurrence of any of the following shall constitute a default by Tenant:

- a. Failure to pay rent when due if the failure continues for 15 days after notice has been given to Tenant.
- b. Abandonment and vacation of the Premises (failure to occupy and operate the Premises for 60 consecutive days shall be deemed an abandonment and vacation).
- c. Failure to perform any other provision of this Lease if the failure to perform is not cured within 30 days after notice has been given to Tenant. If the default cannot reasonably be cured within 30 days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the 30-day period and in good faith continues to cure the default.

16.2 The failure of Landlord to perform any provision or covenant contained in this Lease shall constitute a default hereunder if the failure to perform is not cured within 30 days after notice has been given to Landlord by Tenant. If the default cannot be reasonably cured within 30 days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the 30-day period and in good faith continues to cure the default.

16.3 Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that the defaulting party perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises.

16.4 Landlord shall have the following remedies if the Tenant commits a default as defined in Paragraph 16.1 of this Lease. All rights and remedies of Landlord provided for herein shall be cumulative, and shall not exclude any other right or remedy conferred by this Lease or by law, but shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or equity or by statute.

- a. The Landlord may terminate the Tenant's right to possession of the Premises and may re-enter

into and upon the Premises immediately or at any time thereafter and take absolute possession thereof and such termination of the Tenant's right to possession shall not work a forfeiture of the rents to be paid and the covenants to be performed by the Tenant for the full term of the Lease. If Landlord elects to terminate the Tenant's right to possession of the Premises only, without terminating this Lease, then, if Landlord so elects, the Tenant shall pay forthwith to Landlord a sum equal to the entire amount of rent payable by the Tenant under Paragraph 4.1 for the remaining term of this Lease discounted to its present value in accordance with applicable law and practice; provided, however, that Landlord, after retaking possession of the Premises, shall use its best efforts to re-let the Premises for use as a drive-in bank or Landlord, in its discretion, may re-let the Premises for any other use and receive the rents therefor, and Landlord shall apply such rentals received first to the payment of such expenses as Landlord may have paid, assumed or incurred in connection with recovering possession of the Premises, including, but not limited to reasonable attorneys' fees and court costs, and for placing the same in good order and condition and for redecorating, altering, dividing, consolidating with other adjoining premises or otherwise changing or preparing for subletting, including brokerage commissions and reasonable attorneys' fees; and then in payment of the rentals hereunder and the costs and expenses of performance of the other covenants of Tenant as herein provided.

- b. Landlord may, at its election, terminate this Lease by giving written notice to the Tenant at least thirty (30) days prior to the effective date of such termination, and may then re-enter and take full and absolute possession of the Premises as the owner thereof, and free from any claim of the Tenant; and such election and re-entry shall constitute an absolute bar to any right to enter by Tenant upon the payment of all arrearages of rent and costs, after a dispossession under any suit or process for breach of any of the covenants of this Lease; provided, however, that such termination of this Lease shall not work a forfeiture of the Landlord's right to rent payable to the date of such termination by Tenant or to the performance of any of the other covenants of this Lease to be performed by the Tenant to the date of such termination.
- c. To the extent permitted by law, the Tenant expressly waives any and all rights of redemption, re-entry or repossession granted by or under any present or future law in the event of Tenant being evicted.

16.5 Landlord, at any time after Tenant commits a default may cure the default at Landlord's cost provided (i) 30 days written notice of the proposed cure is first given Tenant (except in an emergency situation); (ii) the default relates to the Premises, or

(iii) if the default relates to Landlord's Parking Ramp, the total cost of the cure shall not exceed \$10,000.00. The sum so due shall be additional rent.

16.6 Tenant, at any time after Landlord commits a default, may cure the default at the Tenant's cost provided (i) thirty (30) days written notice of the proposed cure is first given Landlord (except in an emergency situation); (ii) the default relates to the Premises, or (iii) if the default relates to Landlord's Parking Ramp, the total cost of the cure shall not exceed \$10,000.00. If Landlord fails to reimburse Tenant as required by this Paragraph, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum.

ARTICLE XVII.
Miscellaneous and General.

17.1 Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other party or any other person pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class certified mail, return receipt requested. Any notice, demand, or communication either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address as aforesaid.

17.2 Time is of the essence of each provision of this Lease.

17.3 Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

17.4 Except as provided in Paragraph 16.4(b), if Landlord elects to terminate this Lease as provided for in this Lease, on the date the Lease terminates, Tenant shall be released from further liabilities and obligations under this Lease and Landlord shall return to Tenant the unearned rent less actual expenses and costs of Landlord accruing after the effective date of said termination.

17.5 This Lease shall be construed and interpreted in accordance with the laws of the State of Minnesota.

17.6 This Lease shall inure to the benefit of and shall be binding upon the Landlord and Tenant, and each of their respective successors and assigns.

17.7 In the event any provision of this Lease shall be held invalid or unenforceable in any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17.8 Notwithstanding anything to the contrary contained herein, in the event that the bank operated by Tenant is closed or is taken over by any bank supervisory authority, at the option of the receiver or other legal representative of said bank, the maximum claim of the Landlord for damages or indemnity for injury resulting from the rejection or abandonment of the unexpired term of this Lease shall in no event be in an amount exceeding the rent reserved by this Lease, without acceleration, for the year next succeeding the date of the surrender of the Premises to the Landlord or the date of re-entry of the Landlord, whichever first occurs, whether before or after the closing of said bank, plus an amount equal to the unpaid rent accrued, without acceleration, up to such date.

17.9 Except as otherwise provided in this Lease, this Agreement shall not be amended, changed, modified or altered without the written consent of both parties.

17.10 This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17.11 Upon the request of either party, the other party shall execute a short form Lease setting forth the parties, the term hereof, commencement date, legal description and be in sufficient form for recording with the Department of Public Records, Hennepin County, Minnesota.

17.12 As long as Tenant is not in default of any provision of this Lease, Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term hereof and Tenant and its agents, employees, officers, customers and business invitees shall have access to Landlord's parking ramp in common with the agents, employees, officers, customers and business invitees of Landlord.

17.13 In the event any provision of the within Lease calls for arbitration, such arbitration shall be conducted in accordance with the rules of the American Arbitration Association; however, subject to the applicable provisions of Ch. 517, Minnesota Statutes, in effect as of the date of such event giving rise to arbitration.

17.14 It is expressly understood and agreed between the parties that Tenant shall have exclusive right, throughout the term and extended term hereof, to occupy the Premises and Landlord's parking ramp for banking and financial institution purposes. Landlord covenants and agrees to refrain from leasing any space in its parking ramp in which the Premises are located to any financial institution throughout the term hereof and any extended period without Tenant's consent. The term "financial institution" as used in this Paragraph is defined to mean any commercial bank, mutual savings bank, industrial loan and thrift company, small loan company, savings and loan association or credit union.

17.15 The provisions of Minnesota Statutes, Section 181.59 and of Chapter 139 of the Minneapolis Code of Ordinances, which relate to civil rights and discrimination, shall be considered a part of this Lease as though wholly set forth herein.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first written above.

Approved as to legality:

Larry Flopperman
Asst. City Attorney

CITY OF MINNEAPOLIS, MINNESOTA

By [Signature]
Mayor

(SEAL)

Attest: [Signature]
Assistant City Clerk

Countersigned:

By [Signature]
City Comptroller

