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RESTATED RECIPROCAL EASEMENT AGREEMENT

THIS RESTATED RECIPROCAL EASEMENT AGREEMENT made and entered into as of this 15th day of ~~May,~~ June 1984, by and among the CITY OF MINNEAPOLIS, a municipal corporation of the County of Hennepin, State of Minnesota, TGA DEVELOPMENT, INC., a Minnesota corporation, and MINNEAPOLIS HOMETEL ASSOCIATES LIMITED PARTNERSHIP, a Minnesota Limited Partnership. This Restated Reciprocal Easement Agreement replaces in entirety that certain Reciprocal Easement Agreement dated February 1, 1983, recorded in the office of the County Recorder, Hennepin County, Minnesota, as Document No. 4779296 and filed in the office of the Registrar of Titles, Hennepin County, Minnesota, as Document No. 1505596.

PRELIMINARY STATEMENT OF FACTS

This Agreement is given with respect to the following Statement of Facts:

a. The City is the Owner in fee simple of that certain real property situate in the City of Minneapolis, more fully described in Exhibit A attached hereto and made a part hereof ("City Parcel");

b. The City has established and created Development District Number 54 as an economic development district pursuant to Minn. Stat. Chapter 273 and 472(a);

c. The City Parcel, the Hotel Parcel, and the Condominium Parcel constitute a portion of the economic development district;

d. The City has constructed a public Parking Ramp (Ramp 4A) on the City Parcel as part of the City's fringe parking system;

e. The City has determined that it is desirable for the air space above the City Parcel be used for construction of a hotel and residential condominium/office units;

f. The City believes that the development of the air space for such purposes is in the public interest, is consistent with the present and contemplated development of Minneapolis, increases the tax base of the City in the local taxing district in which the Parking Ramp project is located, provide jobs for local residents and otherwise be beneficial to the City and the citizens of Minneapolis and surrounding areas;

g. Hometel has acquired title to the Hotel Parcel and has agreed to construct a 6-story hotel facility therein;

h. TGA has acquired title to the Condominium Parcel and has agreed to construct an approximately 12-story residential condominium/office complex therein;

i. Because the development of the respective Hotel and Condominium projects has necessitated the construction of special columns, foundations, and supports of the Parking Ramp strong enough to support and accommodate the air space developments and has necessitated integral easements, appurtenances, obligations and benefits of the respective parties regarding the ownership, use and operation of the respective Parcels as an integrated property, it is necessary that an agreement be entered into providing for a permanent arrangement and definition regarding such rights, easements, appurtenances, obligations and benefits which shall run with the land and bind the parties hereto and their successors and assigns.

NOW, THEREFORE, and in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following terms and conditions of this Restated Reciprocal Easement Agreement:

ARTICLE I
Definitions

As used in this Agreement, the following words and terms shall have the meanings specified in this Article I unless the context thereof clearly requires otherwise:

Chase. An area including the necessary surrounding partition or wall so as to enclose that area. In each instance where reference is to a chase, it is the obligation of the Owner of the servient Parcel to construct such partition or wall.

City. The City of Minneapolis, a municipal corporation organized under the laws of the State of Minnesota, and its successors and assigns.

City Parcel. That certain real estate situated in the County of Hennepin, State of Minnesota, more fully described in Exhibit A attached hereto.

Common Utility Facilities. Storm drainage pipes, sanitary sewer systems, gas lines, water lines and systems, steam lines and cooling water systems, fire protection installations, power cables and lines, and emergency generators and fire main booster pumps, and any and other forms of energy or utility services which are available for service to and use by the parties jointly hereto for any two (2) or more respective Parcels

in common, it being the intent that any such forms of energy or utility services which are used solely by or for the sole benefit of only one Parcel shall not be deemed to be a common utility facility.

Completion Date. The date on which each party shall have substantially completed the construction of its respective Improvements to the satisfaction of the City Coordinator in accordance with the approved Plans and an occupancy or use permit has been issued with respect thereto.

Condemnation, Condemn or Condemned. The taking of any portion of any Parcel pursuant to an exercise of power of eminent domain or any conveyance in lieu of condemnation under a threat thereof to a purchaser having the power of condemnation with respect to the property in question.

Condominium. The condominium office or rental office not in condominium form and the residential condominium units designed and constructed or to be constructed in accordance with the Plans including all facilities appurtenant thereto and including the Condominium Developer's Improvements located in the Parking Ramp.

Condominium Developer. TGA Development, Inc., and its successors and assigns.

Condominium Development Contract. That certain Contract for Development by and between the City and Ted Glasrud Associates, Inc., a Minnesota corporation, as amended by the First Amendment dated the _____ day of _____, 1981, and by the Second Amendment dated the _____ day of _____, 1981. Ted Glasrud Associates, Inc. has assigned its interest in said Contract for Development to TGA Development, Inc., by assignment dated the _____ day of _____, 1984.

Condominium Parcel. The volume of air space located directly above the Hotel Parcel and more fully described in Exhibit C attached together with all easement rights appurtenant thereto and which are described herein.

Contractors. All persons performing Work or providing materials for the construction of any Improvements on a Parcel.

Drawings. A set of sixteen drawings numbered one through sixteen showing architectural floor plans of certain Parking Ramp levels and Hotel levels as well as cross sections of the Condominium, Hotel and Parking Ramp necessary to describe the easements and constituting Exhibit D attached.

Hometel. Minneapolis Hometel Associates Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

Hotel Development Contract. That certain Contract for Development by and between the City and Inn Management, Inc., dated December 8, 1980, as amended by First Amendment to the Contract for Lease and Development of Air Rights dated October 28, 1981, and assigned to Hometel by Agreement dated December 24, 1982, between Inn Management, Inc. and Hometel, and amended and supplemented by Second Amendment and Supplemental Contract for Lease and Development of Air Rights for Hotel in Development District No. 54 dated December 27, 1982.

Hotel. Those Improvements constructed or to be constructed on the Hotel Parcel for use as a hotel and all equipment and facilities appurtenant thereto.

Hotel Developer. Minneapolis Hometel Associates Limited Partnership, a Minnesota Limited Partnership, its successors and assigns.

Hotel Parcel. That volume of air space located directly and immediately above the Parking Ramp and more fully described in Exhibit B attached hereto together with all easement rights appurtenant thereto and which are described herein.

Improvements. The Parking Ramp, Hotel, and Condominium or any one or more of them as the context hereof requires.

Lender. Any lender providing funds for the financing, whether long term or short term, of any of the Improvements which financing shall be secured by a lien on the interest of the respective Parcel Owner in its respective Parcel.

Mortgagee. Any holder of a Mortgage creating a lien on the Parcel or any portion thereof.

Occupant. Any party other than the Parcel Owner which from time to time is entitled to the use and occupancy of a Parcel or any portion thereof under any agreement with the Parcel Owner.

Owner. The owner in fee of a Parcel or any portion thereof who or which is also sometimes referred to as a "Party."

Parcel. The Hotel Parcel, Condominium Parcel, or City Parcel as the context hereof requires.

Parking Ramp. The structure consisting of eleven floors, above ground and below ground, including the parking

facility, all of which have been constructed by the City on the City Parcel, and which occupies the entire City Parcel.

Party or Parties. The Owner or Owners of a Parcel or a portion thereof. Whenever "Party" or "Parties" is used it includes the successors and assigns of the Party or Parties.

Permittee. The Parties and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, tenants, subtenants, and concessionaires.

Persons. Individuals, partnerships, firms, associations and corporations and any other form of legal entity.

Plans. The respective Drawings and Specifications for the construction of the entire Project when treated as a unit.

Project. The Parking Ramp, the Hotel, and the Condominium, when treated as an integrated unit for purposes of this Agreement.

Project Architects. The Stageberg Partners Inc., Minneapolis, Minnesota, and Bentz-Thompson-Rietow Inc., Minneapolis, Minnesota.

Public Parking Facility. That portion of the Parking Ramp designed and used exclusively for vehicle parking and facilities appurtenant thereto.

Shared Facilities. Those facilities which are used by more than one Party.

Skyway. The above-ground facility connecting the Parking Ramp with other buildings in the Minneapolis Skyway System as may from time to time be constructed.

Specifications. The specifications for the Project as completed by the Project Architects approved by the Parties hereto in writing. An original set of such specifications shall be maintained in the office of the City-Engineer.

TGA. TGA Development, Inc., a Minnesota corporation, and its successors and assigns.

Work. All materials, labor, and effort required to construct the Project an the respective Improvements.

Exhibits. The following exhibits are attached to this Agreement, to-wit:

Exhibit A - The description of the City Parcel.
Exhibit B - The description of the Hotel Parcel.
Exhibit C - The description of the Condominium Parcel.
Exhibit D - Drawings.

ARTICLE II
Estates Covered

The following estates are covered by this Agreement.

Section 2.1. Estate of City. The right, title and interest of the City in and to the City Parcel, including the Parking Ramp.

Section 2.2. Estate of Hometel. The right, title and interest of Hometel in and to the Hotel Parcel, including the Hotel Improvements.

Section 2.3. Estate of TGA. The right, title and interest of TGA in and to the Condominium Parcel, including the Condominium Improvements.

Section 2.4. General Description of Parcels. The respective fee simple interests in the Hotel Parcel, the Condominium Parcel, and the City Parcel are referred to in this Agreement collectively as the "Parcels" and any one may be referred to in this Agreement generically as a Parcel or by its specific description as Hotel Parcel, City Parcel, or Condominium Parcel. The relative locations of the respective Parcels are illustrated in the Drawings contained in Exhibit D attached to this Agreement.

ARTICLE III
Creation of Easements

The Party or Parties indicated herein grant to the Party or Parties designated the following easements, which easements shall be exclusive or nonexclusive, as hereinafter indicated (for convenience in describing certain easements, covenants and responsibilities in this Article III and elsewhere in this Agreement, the identification of locations and portions of the Improvements in the Project and of the easement is sometimes made reference to by identified areas and locations or drawing reference numbers shown in the Drawings contained in Exhibit D).

Section 3.1. City Easements to Hometel. City hereby grants to Hometel the following easements:

a. A nonexclusive easement for the use of four elevators (including mechanical space, electrical wiring, and

mechanical apparatus) over and across that part of the Parking Ramp shown on sheets numbered 1 through 7 of the Drawings and identified as "Parking Ramp/Hotel Elevators." City reserves the right to the use from time to time of elevators numbered 1, 2, 3 and 4 for the passage of Permittees. The City shall be responsible for the installation, maintenance, repair and operation of elevators numbered 1, 2 and 3, and shall be responsible for the installation, maintenance, and repair of the shafts for all four elevator shafts up to but not through the first floor of the Hotel Parcel. Hometel shall be responsible for the installation, maintenance, repair and operation of elevator number 4. Additionally, Hometel shall be responsible for the installation, maintenance, and repair of the shafts for all four elevator shafts located within the Hotel Parcel.

b. An exclusive easement for the purpose of utilizing that area identified in the Drawings as "Hotel Service Desk and Storage" on sheet number 4 for the purpose of maintaining a hotel service desk and storage facilities.

c. A nonexclusive easement for use and maintenance of the area described in the Drawings as "Hotel Drop-off" on sheet number 4 of the Drawings for the purpose of permitting Permittees to unload passengers and baggage for entrance to the Parking Ramp and Hotel elevators and lobby.

d. An exclusive easement for the encroachment of the swimming pool located on the first floor of the Hotel Parcel to the extent that the swimming pool may encroach onto the City Parcel and including the right to service, repair, maintain, construct and reconstruct the pool, including mechanical equipment, piping, and insulation, from time to time. The swimming pool is identified as the "swimming pool" in the Drawings on sheets numbered 15 and 16.

e. An exclusive easement for the encroachment of four elevators, equipment room, piston casings and protective guard posts, located in the upper levels of the City Parcel to the extent that said elevators may encroach onto the City Parcel and including the right to service, maintain, repair, construct and reconstruct the elevators and piston casings, including mechanical space, electrical wiring, mechanical apparatus, insulation, and the like as shown on the Drawings on sheets numbered 7 and 15.

f. An exclusive easement for the encroachment of an atrium ventilation system on the first floor of the Hotel Parcel to the extent that said atrium ventilation system may encroach onto the City Parcel and including the right to service, maintain, repair, construct and reconstruct the atrium ventilation system, including mechanical space, electrical wiring, mechanical apparatus, exhaust and the like as shown on the Drawings on sheet number 16.

g. An exclusive easement for the encroachment of an elevated exit corridor and pedestrian stairwell attached to the lower level of the Hotel to the extent that said corridor may encroach into the City Parcel and including the right to construct, maintain and repair and the like as shown on sheets numbered 7, 15 and 16 of the Drawings.

h. An exclusive easement for the encroachment of the North and South atrium of the Hotel to the extent that said atriums may encroach into the City Parcel a distance of approximately four (4) feet and including the right to construct, maintain and repair and the like as shown on sheets numbered 15 and 16 of the Drawings.

i. An exclusive easement for the encroachment of a transfer beam system throughout the upper five (5) feet of the Parking Ramp so as not to interfere with the operation or capacity of the Parking Ramp and including the right to construct, maintain and repair said beam system and the like as shown on sheets numbered 15 and 16 of the Drawings.

j. A nonexclusive easement for the installation, operation, maintenance, replacement, and repair of a service elevator to service the Hotel Parcel as labeled in the Drawings on sheets numbered 4 through 7 and for all mechanical services needed to operate the service elevator (including mechanical space, shaft ducts, electrical wiring and mechanical apparatus, and the like).

Section 3.2. City Easements to TGA. The City hereby grants the following easements to TGA:

a. An exclusive easement for the installation, maintenance, repair, replacement and operation of five elevators (including lobbies, mechanical space, condominium office space, shaft ducts, electrical wiring, and mechanical apparatus) over and across the part of the Parking Ramp shown on sheets numbered 1 through 7 of the Drawings and identified as "Condominium Elevators," including sufficient space within said easement to accomplish the aforegoing purposes.

b. A nonexclusive easement for use and maintenance of the area described in the Drawings as the "Hotel Drop-off" and the "Condominium Drop-off" on sheet number 4 for the purpose of permitting Permittees to unload passengers and baggage for entrance to the Condominium elevators and lobby.

c. An exclusive easement for the Condominium entrance lobby as shown on Sheet 4 of Exhibit D.

Section 3.3. TGA Easements to Hometel. TGA hereby grants to Hometel the following easements:

a. An exclusive easement for the Skylights (and including their installation, maintenance and repair) as located on sheets numbered 14, 15 and 16 of the Drawings to encroach on the first floor of the Condominium Parcel including the free, uninterrupted and perpetual right of light and open space for the skylight canopy. It is understood that TGA will not obstruct or prevent the enjoyment of light for the skylight in any manner or way, except for reasonable landscaping purposes.

b. A nonexclusive easement for installation, maintenance and repair of the Hotel's roof as shown on sheet number 14 of the Drawings including the area under the Condominium swimming pool. add to drawing

c. Nonexclusive easements for: (1) mechanical space on the Condominium roof for the installation, maintenance, repair, replacement and operation of all mechanical services needed to operate the Hotel except kitchen and laundry exhausts; (2) the installation, maintenance, repair, replacement and operation of plumbing stacks and bathroom exhaust vent systems; and (3) the installation, maintenance, repair, replacement and operation of heating, cooling and chiller towers installed on the roof of the Condominium Parcel and the necessary plumbing to connect thereto, all such easements being located on or in the Condominium Parcel. The location or locations of all such easements are to be approved by TGA following submission of detailed drawings submitted to TGA by Hometel showing the proposed locations thereof. In the event that Hometel and TGA are unable to agree with respect to the location thereof, they shall submit the dispute to arbitration pursuant to Article XVI hereof.

d. A nonexclusive easement for construction of the top floor slab of the six foot construction space as shown on sheets 13, 15 and 16 of Exhibit D.

e. A nonexclusive easement for installation, maintenance, repair and operation of Hotel service elevator on Condominium Parcel level 1 as shown on sheet number 14 of the Drawings.

Section 3.4. Hometel Easements to TGA. Hometel grants to TGA the following easements:

a. An exclusive easement for the installation, maintenance, repair, and operation of five elevators (including mechanical space, shaft ducts, electrical wiring, and mechanical apparatus) over and across the part of the Hotel Parcel shown on sheets numbered 8 through 13 of the Drawings and identified as

"Condominium Elevators." Hometel shall construct the concrete shafts for the elevators and extend such shafts to the first floor of the Condominium Parcel. Such easement shall also provide sufficient space to insure that TGA is able to accomplish all of the aforegoing.

b. An exclusive easement for use of part of the roof of the Hotel Parcel as a deck area by Permittees of TGA and for installation, maintenance, replacement and repair of a Condominium swimming pool (including mechanical space, electrical wiring, water systems and mechanical apparatus), all as shown on sheets numbered 14, 15, and 16 of the Drawings. TGA shall be responsible for any and all damages, claims, and causes of action, wherein such claims, actions or damages are based upon operation or defects of the swimming pool or its related mechanical, electrical, or structural systems. Any defects in such pool which shall occasion any such damage, claims or actions shall be immediately repaired and corrected by TGA. The easement for use of the Hotel Parcel roof as a deck is subject to TGA designing such deck in a fashion to allow for necessary maintenance and repair of the roof of the Hotel Parcel.

c. A nonexclusive easement for installation, repair, maintenance, replacement and operation of heating, electrical, plumbing, trash and utility service and related chases including steam lines and chilled water lines as shown on sheets numbered 8 through 14 of the Drawings. The chases constructed by Hometel in the Hotel Parcel shall be extended through the first floor of the Condominium Parcel and shall include sufficient space reasonably necessary to accomplish the purposes of the easement granted hereby and the intended use thereof by TGA.

d. A nonexclusive easement for installation, repair, maintenance, replacement and operation of all piping, including, but not limited to, sewer, storm drain collection and condensate collection, and related piping as shown on sheets numbered 13, 15 and 16 of the Drawings. In connection with the foregoing, Hometel, at its expense, shall construct a double, six foot structural floor with membranes and drains as shown on sheets numbered 13, 15 and 16 which shall contain sufficient space to accomplish all of the intended uses referred to immediately above.

e. A nonexclusive easement for the use of the pedestrian stairwells shown on sheets numbered 8 through 14 of the Drawings.

f. A nonexclusive easement for the installation, operation, maintenance, replacement, and repair of a service elevator to service the Hotel Parcel and Condominium Parcel as labeled in the Drawings on sheets numbered 4 through 13 and for delete

all mechanical services needed to operate the service elevator (including mechanical space, shaft ducts, electrical wiring and mechanical apparatus, and the like).

Section 3.5. Hometel Easements to City. Hometel grants to City the following easements:

a. An exclusive easement for the installation, maintenance, repair, and operation of the elevators installed in the elevator shafts located within the Hotel Parcel numbered 1, 2, 3, and 4 as shown on the Drawings on sheet numbers 8 and 9, including installation, maintenance, repair, and operation of the mechanical systems, electrical wiring and mechanical apparatus, including venting equipment systems and associated chases.

Section 3.6. City Easements to Both Hometel and TGA. City grants to Hometel and TGA the following nonexclusive easements:

a. Ingress and egress through all levels of the Parking Ramp (except the portion thereof indicated and designated as retail facility, bank facility, and ramp offices on sheet 4 of the Drawings) for the purpose of vehicular and pedestrian ingress and egress, including the stairwells shown on sheets numbers 1 through 7 of the Drawings and access to all easements areas.

b. A nonexclusive easement for ingress and egress through the entrance lobby to the Parking Ramp and the elevator lobby on ground floor level as shown on sheet number 4 of the Drawings.

c. A nonexclusive easement for ingress and egress through the driveways and sidewalks adjacent to the Parking Ramp for the purpose of providing access from any publicly dedicated streets to the respective Parcels of the Parties and for such other uses for which a driveway and sidewalk are normally used in connection with a downtown Minneapolis building.

d. In the event the Skyway facility is completed, then over and across that part of the Project as is connected with the Skyway for the purpose of providing pedestrian ingress and egress through the Skyway facility to the Parking Ramp as shown on sheet number 5 of the Drawings.

e. A nonexclusive easement for mechanical space, in the area designated as "Mechanical Room" as labeled in the Drawings on sheet number 3 for all mechanical services needed to operate the Hotel and Condominium together with fire pumps, emergency generators, booster pumps, gas meters, water meters, steam reduction equipment, and the like. The Mechanical Room referred to above shall be utilized in such a manner to provide

sufficient space therein for the intended uses thereof by each party. Provided, also, that the first user shall leave sufficient space for the subsequent user.

f. A nonexclusive easement for electrical space in the area designated as "Electrical Equipment" as labeled on the Drawings on sheet number 3 for the installation of main panels, disconnects, transformers, meters, and other electrical apparatus necessary to provide electrical services to the Hotel Parcel and Condominium Parcel. The electrical service provided for use by the Condominium Parcel shall be reasonably adequate for the intended uses thereof by the owner of the Condominium Parcel; and there shall be provided sufficient space therein to accomplish the intended purposes of the easement granted hereby.

g. A nonexclusive easement for telephone space in the area designated as "Electrical Equipment" as labeled in the Drawings on sheet number 3 for the installation of main panels, disconnects, transformers, and other electrical apparatus necessary to provide telephone services to the Hotel Parcel and Condominium parcel. Provided, also, that the first user shall leave sufficient space for the subsequent user.

h. A nonexclusive easement for the use and maintenance of the service bay indicated as the "Hotel/Condominium service bay" as labeled on the Drawings on sheet number 4 for the purpose of permitting access to services, including trash handling, for the Hotel and Condominium, including the right of ingress and egress for all Persons, vehicles, and the like necessary to deliver goods and services to the Hotel and Condominium.

i. A nonexclusive easement for the installation, maintenance, replacement, repair, and operation of steam lines and chilled water lines shown on sheet number 3 of the Drawings. City and Hometel shall provide sufficient space in the installation of such lines within the easement area to permit TGA to accomplish the intended purposes of the easement granted hereby.

j. A nonexclusive easement for the installation, maintenance, repair, replacement, and operation of utility chases and trash chases shown on sheets numbered 1 through 7 of the Drawings. City and Hometel shall provide sufficient space in the installation of such utilities within the easement area to permit TGA to accomplish the intended purposes of the easement granted hereby.

k. A nonexclusive easement in common with the City for the use of the area labeled as "Ramp and Hotel Lobby" in the Drawings on sheet number 4 for the purpose of providing ingress and egress from the Parking Ramp to the elevators to service the Parking Ramp, Hotel Parcel, and Condominium Parcel.

l. Exclusive easements to Hometel, with respect to the Hotel Parcel, and to TGA, with respect to the Condominium Parcel, for reasonable signage, the size and location of which shall be mutually agrees upon by all parties hereto. Any sign on the Parcel shall be mutually approved by all parties hereto.

m. The Project shall be known as Centre Village. Each Parcel shall include in its name, the name Centre Village.

Section 3.7. Common Easements for Structural Support, Repair, Maintenance, and the Like. Each of the Parties from each and to each of the others grants for use in common among each of the Parties the following easements (the Party granting the easement and the Party being granted such easement being respectively referred to herein as the Grantor and Grantee):

a. For entry upon, and for ingress and egress to the Grantor's parcel, with Persons, materials, and equipment to the extent and for the periods reasonably necessary to enable the Grantee, or its employees, agents, representatives, contractors, subcontractors and materialmen, to construct, maintain, reconstruct, repair, restore, replace, or demolish its respective Improvements.

b. For and in support in and to all structural members, footings, and foundations located within the Grantor's Parcel which are necessary for the support (including lateral support) of the Grantee's Improvements (Parking Ramp, Hotel, or Condominium as the case may be), or any other facility with respect to which the Grantee is granted an easement for any purposes by this Agreement.

c. For maintenance (including but not limited to painting or other decoration), operation, inspection (including but not limited to inspection for the purpose of meter reading), testing, repair, replacement, and/or cleaning (such maintenance activities being hereinafter referred to as "Maintenance") of any facility located within the Grantor's Parcel the Maintenance responsibility for which, under other portions of this Agreement, is to be borne by the Grantee or the Maintenance of which is otherwise required or permitted under this Agreement to be performed by the Grantee.

d. For entry upon and for ingress and egress through, the Grantor's Parcel, with Persons, materials, and equipment to the extent reasonably necessary in the performance of the Maintenance of any facility, whether or not located within the Grantor's Parcel, the Maintenance responsibility for which is to be borne by the Grantee or the Maintenance of which is to be otherwise required or permitted under this Agreement to be performed by the Grantee.

e. For entry upon and for ingress and egress to the Grantor's Parcel with Persons, materials, and equipment to enable the Grantee to construct its Improvements, as the case may be, provided that at such time as the respective Improvements are completed, such easements for reconstructing any damaged or destroyed Improvements shall be located by agreement between the Parties and in any event shall be located so as not to cause a disruption of services or inconvenience to or cessation of use of the Grantor's Parcel. If necessary, the Grantor and Grantee shall agree at a future date as to the more specific description of the easement stated under this subparagraph and if the Parties are not able to agree as to the reasonable relocation of any such easement then the matter shall be settled by arbitration pursuant to the arbitration provisions of this Agreement.

f. For ingress and egress over the common stairwells located on the Drawings as Pedestrian Stairs.

g. For use of all fire exits.

Section 3.8. Reserved Rights. To the extent that any Party grants a nonexclusive easement to another Party under this Agreement, the Grantor hereby reserves all of its rights in and to its Parcel including but not limited to the following rights:

a. For support and placement of all structural members, footings, and foundations located within a Parcel with respect to which any of the other Parties are granted an easement under this Agreement which are necessary for the support of the Grantor's Improvement or of any facilities with respect to which the Grantor is granted an easement under any provision of this Agreement.

b. For Maintenance of any facility located within or upon the Grantor's Parcel with respect to which any other Party to this Agreement is granted an easement, and the Maintenance responsibility for which is to be borne by the Grantor or the Maintenance of which is to be otherwise required or permitted under this Agreement to be performed by the Grantor.

c. For entry upon and for ingress and egress through, any facility located within or upon the Project Parcel with respect to which any other Party to this Agreement is granted an easement, with Persons, materials, and equipment to the extent reasonable necessary in the performance of the Maintenance of any facility, when maintenance is required or permitted to be borne by Grantor pursuant to this Agreement.

d. For ingress and egress to any facility located in a Parcel which it owns with respect to which any other Party to this Agreement is granted an easement.

e. For the construction, Maintenance, repair, replacement, and reconstruction as described in and under the circumstances set forth in this Agreement for repair, Maintenance, replacement, and construction.

Section 3.9. Temporary Construction License. Each Party hereby grants to the other Party and its architects and Contractors performing the Work a temporary license to enter upon each of their respective Parcels for the purpose of engaging in necessary activities connected with the performance of the Work, said license to terminate when the Work is completed. During the period of construction of the Project, each Party grants to each other the other Party's architects, Contractors, subcontractors, materialmen, and others engaging in performing such Work for it, and to the Project Architects, a temporary license to use portions of the respective Parcel of the other, as and to the extent necessary for the purpose of performing the construction in question, providing that each such license to any particular Parcel benefitted thereby shall end when the construction of the Improvement or structure, the construction of which gives rise to such license, shall be completed and in any event shall not extend beyond the Completion Date. The easements provided in this section are subject in each case to the rights of each Party to use its respective Parcel and to construct the Improvements thereon. In the event either Hometel or TGA shall use any portion of the Parking Ramp for a staging area for materials and such suring this temporary period and it interferes with the City's right to rent parking spaces, Hometel or TGA, as the case may be, shall pay the City the fair current market monthly parking rates applicable to the number of parking spaces so used (pro rated on a per diem basis if appropriate). Each of the Parties do hereby indemnify each of the other Parties for any and all damages, claims, or causes of action occasioned by such Party's exercise of its rights pursuant to this temporary construction license.

Additionally, the other Parties hereto grant to TGA a nonexclusive temporary easement during the period of the construction of the Condominium Parcel for the use of a skip located on the exterior of the building. The skip will be an electrical hoist or elevator and will be located so as to not unreasonably interfere with the use and operation of the Parking Ramp and shall be maintained only for so long as necessary to complete construction of the Condominium Parcel.

Section 3.10. Easements to Repair the Structure on the Grantee's Parcel. Each Party grants to the other Party easements for the purpose of maintaining, repairing, or reconstructing any of the facilities of the Grantee located in such proximity to the Parcel of the Grantor such that a facility can as a practical

matter be maintained, repaired, or reconstructed most advantageously on the Parcel of Grantor, such easement to grant to the Grantee and its employees, agents, and contractors the right to enter upon and use such parts of the Parcel of the Grantor as are adjacent to the perimeter of the facility to such extent and in such manner and so long as it is necessary to the accomplishment of such purpose, provided, however, on a condition that each such Grantee shall restore the portion of the Parcel and any facilities thereon to as good a condition as existed immediately before such work was begun, and provided further, that no such use by such Grantee shall unreasonably interrupt the business being conducted on the Parcel so used or unreasonably interfere therewith. In the course of maintaining, repairing, or reconstructing its facilities from the Grantor's Parcel, the Grantee shall fully indemnify and hold harmless the Grantor from any and all expenses, costs, or liability for any injury or damage which arises because of Grantee's actions.

Section 3.11. Easement to Public Authorities. Each Party covenants and agrees with the other Parties that it will grant to governmental or public authorities or any public utility companies having jurisdiction easements in its respective Parcel necessary for the installation and/or maintenance and operation of utility facilities reasonably required for any other Parcel and which do not unreasonably interfere with use of its Parcel by an Owner.

Section 3.12. Easement for Building Encroachments. Each Party with respect to its Parcel hereby grants to the other Parties a nonexclusive easement to, over, under, and across its respective Parcel for the purpose of constructing and maintaining footings, foundations, supports, and common walls as set forth in the Drawings (and as constructed, if any such Improvements are not actually constructed in the air space as originally intended).

Section 3.13. Emergency Access Easements. Each Party hereby grants to each other Party easements over its respective Parcel to the extent necessitated by an emergency involving danger of life, limb, or property and to do such matters as may be deemed to be reasonably necessary to avoid such danger.

Section 3.14. Enjoyment of Easements. The enjoyment of any kind of easement herein granted by any Party shall be subject to such reasonable regulations, restrictions, and/or limitations as such Party may impose provided reasonable advance notice is given by the Grantor to any Grantee and provided that any such regulation, restriction, and/or limitation does not unreasonably interfere with the enjoyment or or the interest to be served by any easement of any Grantee herein.

Section 3.15. No Affirmative Obligations. The provisions of this Article and any easements created herein shall not be deemed to imply or to impose upon the Grantors any affirmative obligations concerning said easements unless set forth herein. The only affirmative obligations concerning these easements being imposed upon such Grantor are as set forth in that part of this Agreement entitled Maintenance, Article V.

Section 3.16. Benefits of Easements. Except to the extent specifically provided in this Agreement with respect to a particular easement, any easement herein shall be deemed to run with the Parcels, shall be deemed to be an appurtenant easement in favor of each Grantee, to burden and benefit the respective benefitted Parcel and shall inure to the benefit of the Grantee and its successors and assigns, including any Mortgage of record. Any Grantee shall have the right by appropriate conveyance to confer upon any Permittee all or any part of the easement granted to such Grantee herein except as such right of any Party may be limited by deeds from the City to Hometel or TGA.

Section 3.17. Term of Easements. The term of easements granted herein shall be permanent. Notwithstanding the above, the Parties may by mutual agreement terminate or declare ended any easement herein granted at any time. Provided, however, that no easement created hereby may be modified or terminated without the consent of the Owners and the Mortgagees of the benefitted Parcel. Any modification or termination must be filed in the office of the Registrar of Titles on Certificates of Title covering the affected parcels to be effective.

Section 3.18. General Definitions and Concerns Regarding Easements. It is intended that any grants of easements herein shall thereby bind and include not only the Grantor and the Grantee but their successors and assigns as well. The word "in", "on", or "over" in respect of an easement granted herein means as the context may require "in, to, on, over, through, upon, across, and/or under". The grant of a particular easement by Grantor shall bind and burden its respective Parcel which shall for the purposes of this Article be deemed to be the servient tenement with respect to the particular easement granted. The grant of a particular easement to a Grantee shall benefit its respective Parcel which shall for the purposes of this Article be deemed to be the dominant tenement but only with respect to the particular easement granted.

Section 3.19. Control Over Easement Area. Each Party shall retain control over those portions of its Parcel over which an easement is created and may restrain or terminate any unauthorized use of its Parcel by a Grantee or its Permittee.

ARTICLE IV
Construction of the Project

Section 4.1. Obligation to Construct Improvements. Reference is made to the Condominium and Hotel Development Contracts. Each of the Parties agrees that it will respectively cause to be performed its obligations under each of the respective Development Contracts. Each Party shall use its best efforts to cause the Project Architects and Contractors to cooperate in construction to the extent reasonably practicable to achieve and coordinate a good effort.

ARTICLE V
Maintenance

Section 5.1. Maintenance of Improvements. Except as provided elsewhere in this Article V, each of the Parties hereto shall be responsible for and shall cause to be performed all routine maintenance, cleaning, painting, repair, replacement, and restoration of any of its respective Improvements (for purposes of this Article, Improvements shall also include all machinery, equipment, floor coverings, wall coverings, windows, ceilings, lighting fixtures, electrical fixtures, plumbing, wall boards, and the like) located on each Party's respective Parcel including all Improvements installed or located in an area of the Project for which such Party has been granted an easement within another Party's Parcel. Each of the Parties shall do so at its own cost and expense in a manner to maintain the structure integrity, good repair, cleanliness, and appearance of both the interior and exterior of its respective Improvements at high quality standards. In the case of the Parking Ramp interior, the City shall provide maintenance, which includes the repaving of concrete surfaces, snow removal, and sweeping.

Section 5.2. Failure to Maintain. If any Party fails to maintain its respective Parcel to the standards required by this Agreement then any other Party shall have the rights afforded to a Creditor Party as set forth in Section 19.1 of this Agreement relating to the failure of a Party to perform any required repairs or rebuilding.

Section 5.3. Allocated Responsibilities. Notwithstanding the provisions of Section 5.1 above, the following responsibilities shall be allocated to the individual Parties as follows:

a. The City shall be responsible for the construction, maintenance, repair, replacement, and reconstruction of the structural integrity of the Parking Ramp for sixty (60) years after the date hereof; and provided further, that such responsibility shall continue after such date if the City shall continue

to operate the Parking Ramp as a parking facility. If, after such date, the City shall cease to operate the Parking Ramp as a parking facility then (during only such period that the City shall not so operate such parking facility), the cost of maintenance, repair, replacement, and reconstruction (with the exception of the floor surfacing located within the Parking Ramp) shall be shared among the parties fifty percent (50%) as to Hometel, twenty-five percent (25%) as to TGA, and twenty-five percent (25%) as to City for a period of ninety-nine (99) years, and thereafter the parties will agree among themselves as to the obligation to pay for such maintenance, repair, replacement, and reconstruction. If the parties fail to agree, then the matter may be resolved in accord with Article XVI. The owner of the parking ramp shall at all times be responsible for the floor surfacing located within the parking ramp.

b. The City Parcel/Hotel Parcel elevator shafts numbered 1, 2, and 3, and the elevator cars, and all mechanical, electrical, and operating equipment therein, shall be maintained, repaired, replaced, and reconstructed by the City at its sole cost and expense up to but not through the first floor of the Hotel Parcel. Hometel shall maintain, repair, and reconstruct all mechanical, electrical, and operating equipment used in elevator shaft number 4 and shall maintain, repair, and reconstruct the portion of all four elevator shafts located within the Hotel Parcel at its sole cost and expense.

c. The stairwells and fire exits as detailed on the Drawings shall be maintained by the Owner of the Parcel in which they are located.

d. The Parking Ramp/Hotel Lobby shall be maintained by the City and the cost and expense thereof shall be shared fifty percent (50%) as to Hometel and fifty percent (50%) as to City.

e. Any Common Utility Facilities shall be maintained, repaired, and reconstructed by the Party in whose Parcel the work occurs and the expense shall be shared as follows:

	TGA (%)	Hometel (%)	City (%)
Storm drainage pipes	40	40	20
Sanitary sewer system	50	40	10
Gas lines	40	40	20
Steam lines	49.	49.	2
Water lines and systems	50	40	10
Fire main booster pump	33 1/3	33 1/3	33 1/3
Power lines and cables	45	45	10
Emergency generators	33 1/3	33 1/3	33 1/3

f. The Skyway facility shall be maintained, repaired, and reconstructed by the City and the cost thereof shall be shared (for the portion thereof between the centerline of Seventh Street South and the Northerly right-of-way of Eighth Street South) fifty percent (50%) as to City, twenty-five percent as to Hometel and twenty-five percent (25%) as to TGA.

g. Any of the obligations contained in this Article V and required to be done by the City may be subject to Minn. Stat. § 471.345 or similar statutes obligating the City to offer certain contracts for public bidding.

h. The Hotel service elevator shaft as shown on the Drawings on sheets numbered 2 and 3 shall be maintained, repaired, and reconstructed by Hometel at its sole cost and expense.

i. The Hotel service desk and storage area as shown on the Drawings on sheet number 2 shall be maintained, repaired and reconstructed by Hometel at its sole cost and expense.

j. The mechanical room as shown on the Drawings on sheet number 1 shall be maintained, repaired and reconstructed by the City and the cost thereof shall be shared 40% as to Hometel, 40% as to TGA, and 20% as to City.

k. The Service Bay as shown on the Drawings on sheet number 2 shall be maintained, repaired and reconstructed by Hometel and the cost thereof shall be shared 50% as to Hometel and 50% as to TGA.

ARTICLE VI

Section 6.1. Compliance with Law and Insurance Requirements. The Parties shall comply with all laws, rules, orders, ordinances, regulations and requirements (hereinafter collectively referred to as "Laws") which now or hereafter may be enacted or promulgated by the United States of America, the State of Minnesota, the County of Hennepin, City of Minneapolis and any other governmental body or municipality now or hereafter having jurisdiction over the respective Parcels and also any requirements of any board of Fire Underwriters or any other body or board concurrently or successively exercising similar functions if the non-compliance of any such Laws would subject any of the Parties to this Agreement to liability or criminal prosecution or would jeopardize the full force and effect of the Certificate of Occupancy for any of the respective Parcels or would result in the imposition of a lien against any of the respective Parcels or would increase the rate of premiums on any public liability policy maintained by any other Party to this Agreement or any casualty insurance policy required to be maintained under the

provisions of this Agreement. The duty of each Party to so comply with such laws shall be non-delegable.

Section 6.2. Mechanics and Other Liens. Each Party shall within thirty (30) days after the filing thereof remove of record any mechanic's, materialmen's or other lien affecting the estate of any Party to this Agreement arising by reason of any work or materials ordered by a Party or by reason of any act taken or suffered by such Party; provided, however, any such Party may in good faith contest any such mechanic's, materialman's or other lien. If any Party elects to contest any such lien claim, the other Parties affected thereby shall be indemnified, defended and held harmless by the Party electing to contest such claim from any loss or damage occasioned by the failure of such electing Party to remove such lien.

Section 6.3. Non-disturbances. Each party to this Agreement shall not permit any noise, vibration or disturbance which is unreasonable to emanate from its Parcel or which will damage or disturb the use, occupancy or enjoyment of any other Parcel; provided, however, that the Parties acknowledge that the normal and ordinary use of the Parking Ramp, as a parking ramp, shall be deemed to be reasonable.

Section 6.4. Remedies Cumulative. Any remedies of any Party to this Agreement are cumulative and include any other remedies to which any Party may be entitled in law and equity and shall include the rights to restrain by injunction any violation or threatened violation by any Party of any of the terms, covenants or conditions of this Agreement and by decree to compel the performance of any such terms, covenants or conditions, it being agreed that the remedy at law for any breach of any such term, covenant or condition (except those, if any, requiring the payment of money only) is not adequate.

ARTICLE VII
Taxes

Section 7.1. Separate Assessments. The Parties to this Agreement hereby agree to use their best efforts and to cooperate with each other so that the separate Parcels shall, if possible, at all times be assessed as separate lots or tracts of real estate and taxed separately as separate interests in real estate. Each Party to this Agreement shall pay the taxes and other charges, including but not limited to special assessments levied, assessed or imposed upon the Parcel owned by such Party, including those taxes and other charges imposed upon the Improvements now or hereafter located therein. Nothing herein contained is an acknowledgment or agreement to pay such real estate taxes, assessments or other charges upon Improvements which are exempted

under the laws of the State of Minnesota or which any of the Parties may not be required to pay under such laws.

Section 7.2. Combined Assessments. If the assessing authorities shall at any time fail to assess each of the Parcels separately, then (a) the total assessed valuation of the combined assessment of all of the Parcels for the taxes and any other charges computed thereon (excluding therefrom the Parking Ramp to the extent that it is not taxed under current laws) and the taxes and any other charges computed thereon and the installments of special assessments, fees or other charges of whatsoever nature payable in connection with such taxes shall be allocated reasonably among the Parcels.

Section 7.3. Use of the Condominium Parcel. TGA undertakes and represents to the City that the Condominium Parcel shall not be sold or leased to a purchaser which will claim an exemption from real property taxes for a period of ten years after the Completion Date of the Condominium Parcel.

ARTICLE VIII
Insurance

Section 8.1. Fire and Extended Casualty Insurance. Each Party shall keep its Improvements insured (except the City of Minneapolis while it is the Owner of the Parking Ramp) against loss or damage by fire, lightning, windstorm, hailstorm, explosion, riot, riot attending a strike or civil commotion, damage from aircraft and vehicles, smoke damage, war risks (as and when such insurance is obtainable from the United States of America or an agency thereof, or reputable insurance companies), and such other risks, perils, casualties and hazards as are reasonably insurable under present or future forms of extended coverage insurance, and may from time to time be carried by prudent owners of properties in the State of Minnesota, in an amount not less than 90% of the full replacement cost sufficient to pay in full all of the costs and expenses that may be incurred by the Owner in completing the repair, restoration, and replacement of its Improvements by reason of any such insured damage including but not limited to debris removal. Hometel shall keep so insured the emergency generator and booster pump located in the Mechanical Room, shown on sheet 3 of Exhibit D and the cost of the premium with respect thereto shall be shared 33-1/3% with respect to Hometel, 33-1/3% by TGA, and 33-1/3% by City. Each of the Parties shall keep so insured its interest and portion of any of the other Common Utility Facilities. All policies or other contracts affecting such insurance shall be valid and enforceable and issued by insurers of recognized responsibility with a rating of at least AA in Best Insurance Guide or an equivalent. The policies or other contracts affecting such insurance shall

contain an agreement by the insurer that such policies or contracts shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the other Parties and shall include a waiver by the insurer of all rights of subrogation against each Parcel Owner and its Occupants and Permittees. During construction each Party shall maintain or cause its Contractors to maintain policies of Builders' Risk Insurance-Completed Value, Non-Reporting Form, insuring against any of such risks as may be insured under the aforesaid extended coverage policy during the period of such construction. Each of the Parties will furnish to each other once and thereafter not less than thirty (30) days prior to the expiration dates thereof duplicate originals of all policies or contracts (or certified copies or certificates thereof) of any insurance required to be carried by the Party pursuant to this Article together with proof that the next annual premium is paid in full. If at any time a particular Party does not agree on the amount of insurance required to be carried pursuant to this Article, then such dispute shall be resolved in accordance with the arbitration provisions of this Agreement. Notwithstanding anything contained herein to the contrary it is the intention of the Parties that the City shall have the right to self-insure its interest in the Parking Ramp and its Improvements but this right shall be personal with respect to the City and only so long as it is the Owner of the Parking Ramp.

Hometel and TGA (and the City of Minneapolis, if it elects to carry applicable insurance, rather than to self-insure) each waives any right it may have against the other Party or Parties, as the case may be, on account of any loss or damage occasioned to the other Party or Parties, as the case may be, their respective Parcels and property thereon or therein, as the result of fire or other casualty; provided, however, such waiver shall not in any way diminish the obligations of the Parties to maintain, repair and restore their respective Improvements in accordance with the provisions of this Agreement, particularly, Article IX. Hometel and TGA (and the City, if it elects to carry applicable insurance, rather than to self-insure) each waives the right of subrogation of its respective insurers, and each agrees to have all fire and casualty insurance policies covering its respective Parcel, the Improvements thereon and therein, its property thereon and therein, contain a provision for endorsement to that effect.

Section 8.2. Owner Insurance. Any Owner of the Condominium Parcel, including any subsequent owners of a condominium unit within the Condominium Parcel, shall be required to maintain insurance policies in conformity with the provisions of this Article.

Section 8.3. Liability Insurance. Each Party (other than the City of Minneapolis while it is the owner of the Parking Ramp and elects to self-insure) shall maintain public liability insurance against claims for personal injury, death or property damage occurring in or upon the respective Parcel owned by such Party or any elevators or escalators therein and on and in and about the adjoining streets, walkways, and passages, such insurance to afford protection to limits not less than $1,000,000.00 with respect to death or injury to any one person, $5,000,000.00 with respect to death or injury to any group of persons in any single occurrence, and $1,000,000.00 with respect to property damage. Further, such Party shall maintain or cause to be maintained by itself and its respective Contractor workers' compensation insurance as issued by a responsible carrier authorized under the laws of the State of Minnesota to insure their employees against liability for compensation under the Workers' Compensation Insurance and Safety Act now or hereafter enacted in Minnesota in connection with the Improvement owned by such Party. All such policies affecting such insurance shall be valid and enforceable and issued by insurers of recognized responsibility.

Section 8.4. Self-Help. If at least twenty-five (25) days' written notice thereof is given by any Party (hereinafter in this Section 8.4 referred to as the "Creditor Party") to any other Party (hereinafter referred to as the "Defaulting Party") and after such notice the Defaulting Party shall fail to effect any insurance required to be maintained pursuant to this Article VIII, then the Creditor Party may effect such insurance and the Defaulting Party shall reimburse the Creditor Party upon demand of the Defaulting Party's share of the cost of such insurance. If the Defaulting Party (other than the City of Minneapolis while it is the owner of the Parking Ramp) shall fail to so reimburse the Creditor Party upon demand, then the Creditor Party shall at the option of the Creditor Party have a lien against the Parcel of the Defaulting Party (except any Parcel owned by the City of Minneapolis) to secure such reimbursement as provided in Article XVII.

Section 8.5. Payment of Proceeds. Subject to and in accordance with the provisions of Section 8.7, the proceeds from policies of insurance required to be maintained pursuant to this Article VIII shall be paid and applied in accordance with the provisions of this Agreement's Article IX relating to repair and restoration of any Improvement; and the Parties agree that any mortgage placed by any of them on their respective Parcels, or any part thereof, or any renewals or replacements thereof shall contain a provision wherein the Mortgagee shall acquiesce and consent to such application of the proceeds.

Section 8.6. Separate and Other Policies. Any Party to this Agreement may at its sole option purchase and maintain

any other policy of insurance relating to its Parcel and such Party's activities thereon, provided, however, that such insurance will be in addition to and not in place of any insurance required of that Party elsewhere in this Article.

Section 8.7. Payment to Depository. Any and all proceeds from each and every policy (with the exception of any proceeds that may be payable to the City if it elects to carry any insurance while the City is the owner of the Parking Ramp) shall be paid to the Depository and provided for in Article XV to this Agreement, and shall be payable by the Depository in accordance with the procedures established therein.

The foregoing to the contrary notwithstanding, as long as any of the $10,000,000 Commercial Development Revenue Bonds (Minneapolis Hometel Associates Limited Partnership Project) (the "Bonds") issued by the City in connection with the financing of the Hotel are Outstanding Bonds, as defined in that certain Indenture of Trust, dated February 1, 1983, between the City and First Trust Company of Saint Paul (the "Indenture"), any and all insurance proceeds attributable to damage to the Hotel Parcel which would otherwise be paid by Hometel to the Depository pursuant to this Agreement shall be paid to the Trustee under the Indenture, which Trustee shall disburse said proceeds solely in accordance with the terms of the Indenture.

Section 8.8. City May Self-Insure. Notwithstanding any provision in this Agreement to the contrary, the City while it is the Owner of the Parking Ramp, may, but shall have no obligation to, maintain the property insurance and liability insurance described in Section 8.1 and Section 8.3 hereof. The City may maintain insurance coverage from time to time, may self-insure against insurable risks from time to time, or may maintain insurance coverage against certain risks and self-insure against other insurable risks from time to time, all in its sole discretion. However, this provision shall not relieve the City of any obligations contained elsewhere in this Agreement to maintain, repair, reconstruct and replace the Improvements located in the Parking Ramp which constitute the structural support, utility facilities, and facilities for access (ingress and egress) which benefit the Hotel Parcel and the Condominium Parcel, and shall not diminish the rights of other Owners contained elsewhere in this Agreement to exercise self-help in the event of a failure by the City to so maintain, repair, reconstruct and replace such Improvements.

ARTICLE IX
Repairs

Section 9.1. Repair, Maintenance and Restoration. If the Improvement owned by any of the Parties is damaged or

destroyed by fire or other casualty, or requires repair and restoration for any other reason, the Party owning it shall repair and restore such damaged or destroyed Improvement to such an extent and in such a manner so as to (a) provide all necessary support (including lateral support) required by the other Improvements, (b) provide the necessary easements described in Article III or as may be redescribed and relocated pursuant to Article X and (c) make the damaged or destroyed Improvements and/or the remaining Improvements into an integrated architectural and a functionally compatible unit so that after such repair and restoration the Improvements can be effectively used in the same manner as prior to such damage or destruction, and such Party shall, in accordance with the provisions of Article XIII, be entitled to withdraw any insurance proceeds held by the Depository by reason of damage to or destruction of the Improvement of which it is the Owner for application to the cost and expense of such repair and restoration. If at any time such Party shall not be proceeding diligently with the work of such repair and restoration (in this Section 9.1, called the "Defaulting Party") then any other Party to this Agreement who would be benefited by such repair and restoration may give written notice to the other Parties specifying the respect or respects in which the Defaulting Party is not proceeding diligently with the work of such repair and restoration and, if, upon expiration of ten (10) days after giving of such notice (one hundred twenty (120) days if the City but not its successors or assigns as the Owner of the Parking Ramp is the Defaulting Party), the Defaulting Party is not proceeding diligently with the work of such repair and restoration, then the Party giving such notice may perform such repair and restoration and may take all appropriate steps to carry out the same, including, without limitation, entry unto the Parcel of such Defaulting Party to the extent necessary to perform such repair and restoration. The Party so performing such repair and restoration is hereby granted an easement in, over, under and across the Parcel on or in which such damage or destroyed Improvement is or was located for the purpose of constructing, maintaining, repairing and reconstructing such buildings, structures and other improvements necessary to (a) provide all necessary support (including lateral support) required by the other Improvements, (b) provide the easements described in Article III or as may be redescribed and relocated pursuant to Article X, and (c) make such damaged or destroyed Improvement and/or the remaining Improvements into an integrated architectural unit so that after such repair and restoration the Improvements can be effectively used in the same manner as prior to such damage or destruction. The Party so performing such repair and restoration shall, in accordance with Article XIII, be entitled to withdraw any insurance proceeds held by the Depository by reason of such damage to or destruction of the Improvement which the Party giving such notice is repairing or restoring, for application to the cost and expense of such repair

and restoration. Notwithstanding the foregoing, if the City as the Owner of the Ramp Parcel (but not its successors or assigns) is the Defaulting Party, then such rights of the other Owners to exercise self-help shall be limited to maintenance, repair, reconstruction and replacement of the Parking Ramp which constitute the structural support, utility facilities and facilities for access (ingress and egress) which benefit the Hotel Parcel and Condominium Parcel. Unless the Parties shall otherwise agree, the plans and specifications for such repair and restoration required by this Section 9.1 shall be prepared by an architect. After completing the preparation of such plans and specifications, the architect shall furnish to each of the Parties a set of such plans and specifications, together with said architect's signed estimate, bearing said architect's seal, of the entire cost and expense of completing such repair and restoration. Unless the Parties otherwise agree, the contractor or contractors shall work under the supervision of an architect, who is hereby authorized, empowered and directed to instruct the Depository, from time to time, as such repair and restoration progresses, to disburse, in accordance with Article XIII, any insurance proceeds held by the Depository by reason of the damage to or destruction of the Improvement being repaired and restored as required by this Section 9.1 and any other monies deposited with the Depository pursuant to this Section, for application to the cost and expense of such repair and restoration. If the cost and expense of performing the repair and restoration of a damaged or destroyed Improvement required by this Section 9.1 shall exceed the amount of insurance proceeds, if any, paid to the Depository by reason of the damage or destruction to such Improvements, then such excess cost and expense (or the entire cost and expense, if there be no insurance proceeds) shall be borne by the Party which owns such damaged or destroyed Improvement. If said architect's estimate of the costs and expenses of performing such repair or restoration of a damaged or destroyed Improvement required by this Section 9.1 (or, if a fixed cost construction contract shall have been executed providing for the performance of such repair and restoration, then the cost therein provided for plus all other expenses estimated by said architect) exceed the amount of insurance proceeds, if any, paid to the Depository by reason of the damage to or destruction of such Improvement, then any other Party to this Agreement may at any time give notice to the Party which owns such damaged or destroyed Improvement demanding that such latter Party deposit with the Depository the amount of such excess cost and expense, whereupon such amount shall be so deposited. If the Party (other than the City while it is the Owner of the Parking Ramp) which owns such damaged or destroyed Improvement (in this sentence referred to as the "Defaulting Party") shall fail to pay, or, as the case may be, deposit, the amount of the cost and expense (or estimated cost and expense) of performing any repair or restoration for which the Defaulting Party is responsible in accordance

with this Section 9.1, then any other Party to this Agreement (in this sentence referred to as the "Creditor Party") may pay or deposit the same and the Defaulting Party shall, upon demand, reimburse the Creditor Party for such payment or deposit and such reimbursement shall, at the option of the Creditor Party, be secured by a lien upon the Parcel of the Defaulting Party (other than the Parking Ramp while it is owned by the City) as provided in Article XVII. Upon completion of the repair and restoration of the damaged or destroyed Improvement as required by this Section 9.1, any insurance proceeds or other funds, paid to the Depository by reason of the damage to or destruction of such Improvement in excess of the cost and expense at performing such repair and restoration shall be refunded to the Party which owns such Improvement.

Section 9.2. Legal Variances. If, to perform any repair and restoration provided for in Section 9.1, it shall be necessary to obtain a variance, special permit or exception or change in applicable laws, particularly in the laws relating to zoning, and if a Party to this Agreement believes it is possible to obtain same, and so notifies the other Parties in writing, then all the Parties shall cooperate to obtain such variance, special permit or exception or change in the laws. If architectural services shall be necessary to obtain such variance, special permit or exception or change in the laws, then, an architect shall prepare the Plans and Specifications for repair and restoration and shall perform such services. The legal and architectural fees and all other costs and expenses of applying for and/or obtaining such variance, special permit or exception or change in the laws shall, for purposes of this Agreement, be considered a part of the cost and expense of carrying out such repair and restoration. If any repair or restoration to be performed pursuant to Section 9.1 cannot be carried out in compliance with the laws, and if a variance, special permit or exception or change in the laws is not obtained, then necessary adjustments shall be made in the plans and specifications for such repair and restoration so that the Improvements, as repaired and restored, shall comply with the laws. As long as the City is the owner of the Parking Ramp it is consenting to the provisions of this Section as an Owner of the Parking Ramp and such consent shall not be deemed to bind the City in its governmental capacity.

Section 9.3. Disputes. If any disputes shall arise pursuant to the provisions in this Article, then such dispute shall be settled by courts of law having jurisdiction over the matter, provided that if the Parties agree, then by arbitration in accordance with Article XVI.

Section 9.4. Uniform Condominium Act. To the extent that the Condominium Parcel or any other Parcel is subject to the

Minnesota Uniform Condominium Act and the provisions set forth in this Article IX are in conflict with the requirements of the Act, the provisions of the Act shall prevail with respect to the obligations of such Owner.

ARTICLE X
Alterations

Section 10.1. Alteration. Subject to the terms of the deed from the City conveying the Hotel Parcel and the deed from the City conveying the Condominium Parcel, any Party to this Agreement may at any time, at such Party's sole cost and expense, make changes, alterations, modifications, deletions or other revisions (in this Section 10.1 collectively referred to as "Changes") in those portions of the Drawings that concern the Improvements constructed within such Party's Parcel and make alterations including reconstruction (in this Section 10.1 referred to as "Alterations") to the Improvements at any time, and from time to time, constructed within such Party's Parcel, and in connection with such Alterations may relocate any easement within such Parcel granted to any other Party to this Agreement pursuant to Article III only with the consent of such other Party which consent shall not be unreasonably withheld; provided, however, that the construction resulting from such Changes and such Alterations shall not, without such latter Party's consent, diminish the benefits afforded to such latter Party by such easement or interrupt such latter Party's use of such easement. If at any time any Party to this Agreement proposes to make any such Changes and Alterations, and if such Changes and Alterations will change the location of, or otherwise affect, any easement granted to another Party pursuant to Article III, then, before commencing the Alterations resulting from such Changes, the Party who proposes to make such Changes and Alterations shall give to such other party a copy of the plans and specifications showing the proposed Changes and Alterations insofar as the same will relocate or otherwise affect such easement. If such other Party shall not, within twenty (20) days after delivery of said plans and specifications give to the Party who proposes to make such Changes and Alterations a written notice asserting that the construction resulting from such proposed Changes and the Alterations, as shown on said plans and specifications, are unreasonable and specifying the respect or respects in which they are objectionable, then such other Party shall thereafter not have the right to claim or assert that the construction resulting from such Changes and Alterations is unreasonable, provided the construction resulting from such Changes and Alterations actually made are shown on the plans and specifications furnished to such other Party. If such other Party gives a written notice as aforesaid, and if the Party who proposes to make such Changes and Alterations and such other Party objecting thereto do not resolve their differences within fifteen (15) days after the giving of

such notice, then the Party who proposes to make such Changes and Alterations shall not commence the construction resulting from such Changes and Alterations until the dispute has been resolved pursuant to Arbitration. Any Party to this Agreement performing the construction resulting from such Changes and Alterations shall comply with all laws. Each of the Parties shall, to the extent reasonably practicable, perform the construction resulting from such Changes and Alterations in such a manner as to minimize any noise or vibration which would disturb an Occupant or Permittee of a Parcel owned by any other of the Parties.

ARTICLE XI
Condemnation

Section 11.1. Payment to Depository. Any awards for damage, direct and consequential, resulting from a Condemnation other than a temporary taking, by the exercise of the power of eminent domain, by any sovereign, municipality or other public or private authority, of all or any part of the Parcels (except the Parking Ramp while the City of Minneapolis is the Owner), the Improvements, the easements described in Article III, or all other easements and other appurtenances to the Parcels, shall be paid to the Depository provided for in Article XV. Any such award received by the City, while it is the Owner of the Parking Ramp, shall be deposited in an account in a national bank designated as a City depository pursuant to the City charter for application pursuant to the terms of this Agreement in lieu of payment to the Depository and such award shall not be commingled with the general funds of the City in its governmental authority.

The foregoing to the contrary notwithstanding, as long as any of the $10,000,000 Commercial Development Revenue Bonds (Minneapolis Hometel Associates Limited Partnership Project) (the "Bonds") issued by the City in connection with the financing of the Hotel Improvements are Outstanding Bonds, as defined in that certain Indenture of Trust, dated February 1, 1983, between the City and First Trust Company of Saint Paul (the "Indenture"), any and all Condemnation awards attributable to Condemnation of the Hotel Parcel which would otherwise be paid by Hometel to the Depository pursuant to this Agreement shall be paid to the Trustee under the Indenture, which Trustee shall disburse said Condemnation award(s) solely in accordance with the terms of the Indenture.

Section 11.2. Allocation of Awards. Each of the Parties shall apply for separate Condemnation awards. The award received by the Depository pursuant to Section 11.1, if not a separate award, shall be allocated among the Parties (other than the City of Minneapolis while it is the Owner of the Parking Ramp) in that proportion which the damage to their respective

Parcels, the Improvements located thereon or therein, the easements described in Article III granted, and all other easements and appurtenances in favor of the respective Parties, shall bear to the damage to all of the Parcel (other than the Parking Ramp while the City is the Owner) including said easements described in Article III, and all other easements and appurtenances to the Parcels, and the award shall be distributed by the Depository to each of the respective Parties in accordance with such allocation, subject, however, to the provisions of Section 11.4 and Section 11.5. If the damage and consequential damage to each Parcel, Improvement, easement described in Article III, and all other easements and other appurtenances to each Parcel, shall be determined by a Court of law or equity in connection with the Condemnation, then such determination shall be conclusive as to the proportions of the total award to be allocated to each of the Parties pursuant to this Section 11.2.

Section 11.3. Repair and Restoration Following Condemnation. If the Condemnation authority shall Condemn a portion of the Improvements within only one Parcel and if such Condemnation does not include any easements or facilities within such Parcel which serve or benefit the Party owning another Parcel, then, subject to the provisions of Section 11.5, the repair and restoration of such Improvements shall be performed by the Party which owns the Parcel and such Party shall be entitled to withdraw, for application to the cost of said repair and restoration, in accordance with the provisions of Article XIII, that portion (which may be 100%) of any Condemnation award or awards paid to the Depository or held by the City's depository by reason of such Condemnation. In the event of a Condemnation, the repair and restoration of any damage to the Improvements occasioned by such Condemnation shall be performed by a contractor or contractors on behalf of the Owner of such Improvements. The plans and specifications for such repair and restoration shall be prepared by an architect chosen by the Owner of such Improvements, and such plans and specifications shall provide for such changes in the Improvements as shall be required by reason of such Condemnation, shall maintain architectural and design integrity, and shall be subject to the review and approval of the other Owners, which approval shall not be unreasonably withheld. After completing the preparation of such plans and specifications, said architect shall furnish to each of the Parties a set of such plans and specifications. Unless the Parties otherwise agree, the contractor or contractors shall work under the supervision of an architect chosen to prepare the plans and specifications for such repair and restoration, and said architect (other than the City's architect while it is the Owner of the Parking Ramp) is hereby authorized, empowered and directed to instruct the Depository, from time to time, as such repair and restoration progresses, to disburse, in accordance with Article XIII, the Condemnation award or awards paid to the Depository pursuant to

Section 11.1 by reason of the Condemnation and any other moneys deposited with the Depository pursuant to Section 11.4, for application to the cost and expense of such repair and restoration. The Depository shall charge the respective Parties' costs and expenses against the portion of the Condemnation award or awards of the respective Parties.

Section 11.4. Allocation of Costs of Repair and Restoration. The cost and expense of performing the repair and restoration provided for in Section 11.3 shall be borne by the respective Parties owning such Improvements. The Depository shall withhold from any Condemnation award or awards of each of the respective Parties a sum equal to one hundred ten percent (110%) of the architect's estimate of the respective Parties' costs and expenses of performing the repair and restoration provided for in Section 11.3. The remainder of each of the Parties' Condemnation award or awards (or the entire Condemnation award or awards, if a Party shall not have incurred any cost or expense of repair and restoration) shall be disbursed by the Depository to the respective Parties without awaiting completion of the work of repair and restoration. If the cost and expense of performing such repair and restoration of any Party exceeds the Condemnation award or awards of such Party, then such Party shall, upon demand of any other of the Parties, pay to the Depository a sum of money equal to the amount of such excess. If said architect's estimate of the cost and expense of performing such repair and restoration exceeds the amount of the Condemnation award or awards of such Party, then any other of the Parties may at any time give written notice to such first mentioned Party demanding that such first mentioned Party deposit with the Depository a sum of money equal to the amount of such excess, whereupon such first mentioned Party shall so deposit such some of money with the Depository. If any of the Parties, other than the City of Minneapolis while it is the Owner of the Parking Ramp (in this sentence referred to as the "Defaulting Party") shall fail to pay, or, as the case may be, deposit, the Defaulting Party's share of the costs and expenses (or estimated costs and expenses) of performing any repair or restoration, then any other of the Parties (in this sentence referred to as the "Creditor Party") may pay or deposit the same and the Defaulting Party shall, upon demand, reimburse the Creditor Party for such payment or deposit and such reimbursement shall, at the option of the Creditor Party, be secured by a lien upon the Parcel of the Defaulting Party, as provided in Article XVII. Upon completion and payment of the entire cost of such repair and restoration, any Condemnation award or awards then held by the Depository shall be paid out to the appropriate Parties.

Section 11.5. Restoration Not Desirable. Subject to the terms of the deeds from the City covering the Hotel Parcel and the Condominium Parcel, if by reason of a Condemnation

described in Section 11.1, any of the Parties decides not to completely repair and restore the Improvement owned by such Party (hereafter in this Section 11.5 referred to as the "Condemned Improvements"), such Party shall, to the extent possible and in the best and most efficient manner available, repair and restore such Condemned Improvements to such an extent and in such a manner so as to (a) provide all necessary support (including lateral support) required by the other Improvements, (b) provide the necessary easements described in Article III as originally described therein or as may be relocated pursuant to Article X, and (c) make such Condemned Improvements and/or the remaining Improvements into an integrated architectural unit so that after such repair and restoration the Improvements can be effectively used as immediately prior to said taking and such Party shall, in accordance with the provisions of Article XIII, be entitled to withdraw any award for damages paid to and held by the Depository pursuant to Section 11.1 by reason of the Condemnation of such Party's Parcel, the Improvement located thereon or therein, the easements described in Article III granted to such Party, and all other easements and other appurtenances to such Parcel (in this Section 11.5 referred to as the "Condemnation Proceeds"), for application to the cost and expense of such repair and restoration. If at any time such Party (other than the City of Minneapolis while it is the owner of the Parking Ramp) shall not be proceeding diligently with the work of such repair and restoration, then any other of the Parties who would be benefited by such repair and restoration may give written notice to the other Parties specifying the respect or respects in which such Party is not proceeding diligently with the work of such repair and restoration; and, if upon expiration of ten (10) days after the giving of such notice, such Party is not proceeding diligently with the work of such repair and restoration, then the Party giving such notice may perform such repair and restoration and may take all appropriate steps to carry out the same, including, without limitation, entry onto the Parcel of any other of the Parties to the extent necessary to perform such repair and restoration. The Party so performing such repair and restoration is hereby granted an easement in, over, under and across the Parcel on or in which such Condemned Improvements is or was located for the purpose of construction, maintaining, repairing and reconstructing such buildings, structures and other Improvements necessary to (a) provide necessary support (including lateral support) required by the other Improvements, (b) provide the easements described in Article III as originally described therein or as may be relocated pursuant to Article X, and (c) make such Condemned Improvements and/or the remaining Improvements into an integrated architectural unit and functionally compatible unit so that after such repair and restoration the Project Parcel can be effectively used, and shall engage an architect to prepare said plans and specifications. After completing the preparation of such plans and specifications, said

architect shall furnish to each of the Parties a set of such plans and specifications, together with said architect's signed estimate, bearing said architect's seal, of the entire cost and expense of completing such repair and restoration. Each Party may designate the contractor or contractors who are to perform such repair and restoration on its behalf. Unless the Parties otherwise agree, the contractor or contractors shall work under the supervision of the architect chosen to prepare the plans and specifications for such repair and restoration and said architect is hereby authorized, empowered and directed to instruct the Depository, from time to time, as such repair and restoration progresses, to disburse, in accordance with Article XIII, the Condemnation Proceeds paid to and held by the Depository by reason of the taking of such Condemned Improvements and other property, and any other moneys deposited with the Depository pursuant to the immediately following paragraph, for application to the cost and expense of such repair and restoration. If the cost and expense of performing the repair and restoration required by this Section 11.5 shall exceed the amount of the Condemnation Proceeds paid to the Depository by reason of the taking of such Condemned Improvements and other property, then such excess cost and expense shall be borne by the Party to this Agreement which owns such Condemned Improvements and other property. If said architect's estimate of the cost and expense of performing such repair or restoration required by this Section 11.5 (or, if a fixed cost construction contract shall have been executed providing for the performance of such repair and restoration, then if the cost therein provided for plus all other expenses estimated by said architect) exceeds the amount of the Condemnation Proceeds paid to the Depository by reason of the taking of such Condemned Improvements, then any of the Parties may at any time give notice to the Party which owns such Condemned Improvements demanding that such Party deposit with the Depository the amount of such excess cost and expense, whereupon the Party which owns such Condemned Improvements shall so deposit with the Depository the amount of such excess cost and expense. If the Party (other than the City of Minneapolis while it is the Owner of the Parking Ramp) which owns such Condemned Improvements (in this sentence referred to as the "Defaulting Party") shall fail to pay, or, as the case may be, deposit, the amount of the cost and expense (or estimated cost and expense) of performing any repair or restoration for which the Defaulting Party is responsible in accordance with this Section 11.5, then any other of the Parties (in this sentence referred to as the "Creditor Party") may pay or deposit the same and the Defaulting Party shall, upon demand, reimburse the Creditor Party for such payment or deposit and such reimbursement shall, at the option of the Creditor Party, be secured by a lien upon the Parcel of the Defaulting Party, as provided in Article XVII hereof. Upon completion of the repair and restoration of such Condemned Improvements as required by this Section 11.5, any Condemnation

Proceeds paid to the Depository provided for in Article XV by reason of the taking of such Condemned Improvements and other property in excess of the cost and expense of performing such repair and restoration shall be returned to the Party which owns such Condemned Improvements.

Section 11.6. Legal Variances. If, to perform any repair and restoration provided for in Section 11.3 or in Section 11.5, it shall be necessary to obtain a variance, special permit or exception or change in applicable laws, and if any of the Parties believes it is possible to obtain the same, and so notifies the other Parties in writing, then all of the Parties shall cooperate to obtain such variance, special permit or exception or change in the laws. If architectural services shall be necessary to obtain such variance, special permit or exception or change in the laws, then, unless the Parties otherwise agree, the respective Party's architect preparing the plans and specifications for such repair and restoration shall perform such services. If legal services shall be necessary and if the Parties do not agree upon the attorney or attorneys to perform such services, then each Party shall use its own attorney. The legal and architectural fees and all other costs and expenses of applying for and/or obtaining such variance, special permit or exception or change in the laws shall, if the Parties agree to use a joint architect and attorney for purposes of this Agreement, be considered a part of the cost and expense of carrying out such repair and restoration. If any repair or restoration to be performed pursuant to Section 11.3 or Section 11.5 cannot be carried out in compliance with the laws, and if a variance, special permit or exception or change in the laws is not obtained, then necessary adjustments shall be made in the plans and specifications for such repair and restoration so that the Improvements, as repaired and restored, shall comply with the laws. As long as the City is the Owner of the Parking Ramp, it is consenting to the provisions of this Section as an Owner of the Parking Ramp and such consent shall not be deemed to bind the City in its governmental capacity.

Section 11.7. Temporary Condemnation. In the event of the temporary Condemnation of any Parcel, the Party owning the Parcel temporarily condemned shall be entitled to receive directly from the Condemnation authority any award or awards for such temporary Condemnation within its Parcel or within any easement or appurtenance, according to the law then applicable.

Section 11.8. Uniform Condominium Act. To the extent that the Condominium Parcel or any other Parcel is subject to the Minnesota Uniform Condominium Act and the provisions set forth in this Article XI are in conflict with the requirements of the Act, the provisions of the Act shall prevail with respect to the obligations of such Owner.

ARTICLE XII
Selection of Contractors

Section 12.1. Contractor. Any Party may select one contractor or more than one contractor to perform its repair, restoration, demolition, removal of debris and/or filling required to be performed pursuant to this Agreement. The provisions of this paragraph are not intended to prohibit a contractor from subcontracting portions of such work.

Section 12.2. Bonding of Contractor. Each contractor must post a surety bond issued by a company licensed by the State of Minnesota, or agency thereof having jurisdiction, to engage in the business of issuing such bonds, in an amount at least equal to one hundred percent (100%) of the amount of the bid submitted by the contractor furnishing such bond. The bond shall name each of the Parties and the Mortgagees of each Parcel, as joint and individual obligees, and shall be conditioned on the completion of and payment for the work to be performed.

ARTICLE XIII
Disbursement of Funds by Depository

Section 13.1. Architect's Certificate. In any instance, when pursuant to any provision of this Agreement, the Depository shall be required to disburse insurance proceeds, condemnation awards, other funds for application to the cost of repair, restoration and/or demolition, and deposits to secure liens, the Depository shall not be required to make disbursements more often than at thirty (30) day intervals, and each request for disbursement shall be made in writing at least ten (10) days in advance. Each request for disbursement shall be accompanied by a certificate of an architect and/or contractor chosen by each Party for the repair, restoration and/or demolition with respect to which the request for disbursement is being made, dated not more than ten (10) days prior to the request for disbursement, setting forth the following:

a. That all of the work completed has been done in compliance with the approved plans and specifications;

b. That the sum then requested to be withdrawn either has been paid by or on behalf of one or more of the Parties (in which case the certificate shall name such Parties) and/or is justly due to contractors, subcontractors, materialmen, engineers, architects or other Persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the work and giving a brief description of such services and materials and the principal subdivision or categories thereof and the respective amounts so paid or due to

each of said Persons in respect thereof and stating the progress of the work up to the date of said certificate;

c. That the sum then requested to be withdrawn, plus all sums previously withdrawn, does not exceed the cost of the work insofar as actually accomplished up to the date of such certificate;

d. That no part of the cost of the services and materials has been or is being made the basis of the withdrawal of any funds in any previous or then pending application; and

e. That the amount held by the Depository will, after payment of the amount requested by the then pending request for disbursement, be sufficient to pay in full the cost of such repair, restoration and/or demolition (giving such reasonable detail as any of the Parties and/or any Mortgage under a mortgage covering all or any portion of a Parcel, may require).

Each request for disbursement shall be also accompanied by lien waivers covering that part of the work for which payment or reimbursement has theretofore been requested. Upon compliance with the foregoing provisions of this Section 13.1, the Depository shall, out of the moneys so held by the Depository, pay or cause to be paid to the Parties, contractors, subcontractors, materialmen, engineers, architects and other Persons named in said certificate to be due them. The City while it is the owner of the Parking Ramp shall be obligated to comply with the disbursement provisions listed herein; provided, however, that the City's funds may be placed in an account in a national bank designated as a City depository pursuant to the City charter and the City shall disburse same in the same fashion as the Depository herein.

Section 13.2. No Reliance by Contractors. No contractor, subcontractor, mechanic, materialman, laborer or any other Person whatsoever, other than the Parties and any Mortgagee to whom rights of one or more of the Parties shall have been assigned as permitted in Article XXI, shall have any interest in or rights to or lien upon any funds held by the Depository. The Parties and any such Mortgagees, by agreement among themselves, may at any time provide for a different disposition of funds than that provided for in this Agreement, without the necessity of obtaining the consent of any contractor, subcontractor, mechanic, materialman, laborer or any other Person whatsoever. If at any time the Parties, and such Mortgagees, if any, shall jointly instruct the Depository with regard to the disbursement of any funds held by the Depository, then the Depository shall disburse said funds in accordance with said instructions and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE XIV
Force Majeure

Section 14.1. Force Majeure. An Owner (hereafter in this Section referred to as "the Non-performing Owner") shall not be deemed to be in default in the performance of any obligation on the Non-performing Owner's part to be performed under this Reciprocal Easement Agreement, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be directly caused by fire or other unavoidable casualty, laws or governmental regulations prohibiting the performance of any Owner's obligations hereunder, enemy action, civil commotion, strikes, lockouts, temporary inability to obtain labor or materials, war or national defense pre-emptions, acts of God or other similar causes beyond the Non-performing Owner's control; provided, however, that within fifteen (15) days after the giving of any written notice by another Owner (hereafter in this Section referred to as "the Other Owner") upon the Non-performing Owner referring to non-performance by the Non-performing Owner of any such obligation, the Non-performing Owner shall notify the Other Owner in writing of the existence and nature of any such cause for non-performance which is beyond the Non-performing Owner's control, and the steps, if any, which the Non-performing Owner shall have taken to eliminate such cause for non-performance. Thereafter, the Non-performing Owner shall from time to time on written request of the Other Owner keep the Other Owner fully informed, in writing, of all further developments concerning such cause for non-performance, and the efforts, if any, being made by the Non-performing Owner to end such cause for non-performance.

ARTICLE XV
Depository

Section 15.1. Depository. It is understood by the Parties that as long as any of the Bonds issued by the City in connection with the financing of the Hotel Improvements are Outstanding Bonds, any and all insurance proceeds and Condemnation awards attributable to damage to, or Condemnation of, the Hotel Parcel, as the case may be, which would otherwise be paid to the Depository pursuant to this Agreement shall be paid to the Trustee under the Indenture. The Trustee shall disburse said insurance proceeds and/or Condemnation awards, as the case may be, solely in accordance with the terms of the Indenture. In any instance with a Depository is to serve pursuant to any of the provisions of this Reciprocal Easement Agreement, the Depository shall be a title insurance company authorized to do business in the State of Minnesota and having a principal office in the Cities of Minneapolis, Minnesota or St. Paul, Minnesota. If all of the Parties do not agree upon which title insurance company shall act as Depository, then each Party may designate its own

title insurance company to act as its Depository. The Depository may retain free of trust, from the monies held by it, the Depository's reasonable fees and expenses for acting as Depository. The Depository shall have no obligation to but may, upon direction of the Party or Parties, invest monies held by it in such interest bearing accounts or investments provided the risk of such investment shall be the responsibility of each respective Party or Parties, as the case may be. Any interest paid or received by the Depository on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the money or securities so held in trust by the Depository. Monies received by the Depository pursuant to any of the provisions of this Reciprocal Easement Agreement shall not be mingled with the Depository's own funds and shall be held by the Depository in trust for the use and purposes herein provided. The Depository shall not be liable or accountable for any action taken or suffered by the Depository, or for any disbursement of moneys by the Depository, in good faith in reliance on advice of legal counsel. The Depository, as such, shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or condemnation award or awards, unless the Depository shall have given an express written undertaking to do so. The Depository may rely conclusively on any architect's certificate furnished to the Depository in accordance with this Agreement and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate. The City, as long as it is the owner of the Parking Parcel, shall not be obligated to place its insurance proceeds, condemnation awards or other monies in trust with any such Depository but shall place such monies in any account with a national bank designated as a City depository pursuant to the City charter and the City shall disburse such monies in a fashion similar to the Depository.

ARTICLE XVI
Arbitration

Section 16.1. Notice of Arbitration. If a dispute shall arise between or among any of the Parties which is required to be submitted to arbitration pursuant to other provisions of this Agreement (other than a dispute involving claims for which the requested relief is money damages or for which money damages are adequate at law), then any such Party may serve upon the other Party or Parties involved in such dispute a written notice demanding that the dispute be arbitrated pursuant to this Article XVI.

Section 16.2 Appointment of Arbitrators. If the dispute is between two of the Parties, then, within thirty (30) days after the giving of a notice to arbitrate pursuant to Section 16.1 hereof, each such Party shall nominate and appoint

an arbitrator and shall notify the other Party in writing of the name and address of the arbitrator so chosen. If the dispute is among all three Parties, and if two of such Parties shall take substantially identical positions in such dispute, then, within thirty (30) days after the giving of the notice to arbitrate pursuant to Section 16.1, such two Parties shall jointly nominate and appoint one arbitrator and shall notify the third Party in writing of the name and address of the arbitrator so chosen, and such third Party shall nominate and appoint one arbitrator and shall notify such two Parties in writing of the name and address of the arbitrator so chosen. If such two Parties do not agree on the arbitrator to be chosen by them, then such arbitrator shall be chosen in accordance with the provisions of this Section 16.2. If the dispute is among all three Parties, and if no two of such Parties shall take substantially identical positions in such dispute, then, within thirty (30) days after the giving of the notice to arbitrate pursuant to Section 16.1 hereof, each of such Parties shall nominate and appoint one arbitrator and shall notify the other Parties in writing of the name and address of the arbitrator so chosen. Upon the appointment of the two (or, as the case may be, three) arbitrators as hereinabove provided, said two (or three) arbitrators shall forthwith, and within fifteen (15) days after the appointment of the second (or third) arbitrator, and before exchanging views as to the question at issue, appoint in writing a third (or, as the case may be, fourth) arbitrator and give written notice of such appointment to each of the Parties involved in such dispute. In the event that the two (or three) arbitrators fail to appoint or agree upon such third (or fourth) arbitrator, said third or fourth arbitrator shall be selected by the Owners involved in such dispute if they so agree upon such third (or fourth) arbitrator within a further period of ten (10) days. If such Parties do not agree upon such third (or fourth) arbitrator,then such third (or fourth) arbitrator shall be chosen in accordance with the provisions of this Section 16.2. If any arbitrator shall not be appointed or agreed upon within the time herein provided, then the Party, on behalf of all of the Parties involved in such dispute, may request such appointment by the Chief Judge of the District Court of Hennepin County, Minnesota (or if such Court does not exist, then to the Chief Judge of an existing court having the jurisdiction and exercising functions similar to those now exercised by the District Court of Hennepin County, Minnesota) for the appointment of such arbitrator. In the event that any arbitrator appointed pursuant to this Section 16.2 shall thereafter die or become unable or unwilling to act, his successor shall be appointed in the same manner provided in this Section 16.2 for the appointment of the arbitrator so dying or becoming unable or unwilling to act. All arbitrators appointed in accordance with the provisions of this Section 16.2 shall be competent and disinterested persons knowledgeable in the question at issue.

Section 16.3. Arbitration Proceedings. The arbitrators chosen in accordance with Section 16.2 hereof shall be sworn faithfully and fairly to determine the question at issue. The three (or, as the case may be, four) arbitrators shall afford to all Parties involved in the dispute a hearing giving due consideration to the reasonable convenience of the Parties and their witnesses and the right to submit evidence with the privilege of cross-examination and arguments or counsel or others, on the question at issue, and shall, with all possible speed, make their determination in writing and shall give written notice to such Parties of their termination. The concurring determination of a majority of said arbitrators shall be final, binding and conclusive upon all such Parties, or, in case a majority of the arbitrators shall not render a concurring determination, then any Party, on behalf of all of the Parties involved in such dispute, may make application to the Chief Judge of the District Court of Hennepin County, Minnesota (or if such Court does not exist, then to the Chief Judge of an existing Court having jurisdiction and existing functions similar to those now exercised by the District Court of Hennepin County, Minnesota), and such Judge shall determine the question at issue in writing after taking such evidence as he deems necessary and proper and, in such event, the determination made by such Judge shall be final, binding and conclusive upon all Parties involved in such dispute. Judgment upon the determination rendered by a majority of arbitrators may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be divided equally or among such Parties involved in such dispute. If any Party (hereafter in this sentence referred to as the "Defaulting Party") shall fail to pay the Defaulting Party's share of any fees or expenses of the arbitrators, then any other Party or Parties (hereinafter in this sentence collectively referred to as the "Creditor Party") may pay the same and the Defaulting Party shall, upon the demand, reimburse the Creditor Party for such payment and such reimbursement shall, at the option of the Creditor Party, be secured by a lien upon the Parcel, except a Parcel owned by the City of Minneapolis, State of Minnesota, of the Defaulting Party as provided in Section 17.1 hereof (Liens).

ARTICLE XVII
Liens; Debts; Interest

Section 17.1. Liens. If at any time any Party (other than the City while it is the owner of the City Parcel) (hereafter in this Article XVII referred to as the "Defaulting Party") shall fail, upon demand, to pay to any other party (hereafter in this Article XVII referred to as the "Creditor Party") any sum of money payable to the Creditor Party pursuant to the provisions of this Reciprocal Easement Agreement, then, in addition to any right such Creditor Party may have to bring an action against the Defaulting Party and any rights of subrogation the Creditor Party

may have by operation of law, the Creditor Party shall (unless otherwise specifically provided herein), at the option of the Creditor Party, have a lien, against the Parcel of the Defaulting Party, together with the property referred to in Section 17.2 hereof, any damage insurance proceeds payable to the Defaulting Party under Article VIII hereof (except that the Creditor Party shall have no lien against said insurance proceeds held by the Trustee under the Indenture), and any award, or portion thereof, payable to the Defaulting Party under Article XI hereof (except that the Creditor Party shall have no lien against said award, or portion thereof, held by the Trustee under the Indenture), except for any part of such insurance proceeds or award which is payable to the Defaulting Party in reimbursement of costs or expenses of repair, restoration or demolition performed by the Defaulting Party; provided, however, that such lien shall be subordinate to the lien of any mortgage, or any lien provided for therein, now or hereafter placed upon any Parcel if such mortgage is filed in the office of the County Recorder or in the office of the Registrar of Titles, or both, depending upon what is appropriate, before the filing in the appropriate office or offices of the notice demanding payment, or notice of Lis pendens for any suit, provided for in this Section 17.1. Such lien shall continue in full force and effect until such sum of money, and interest, is paid in full. Such lien shall arise immediately upon the giving of notice by the Creditor Party to the Defaulting Party demanding payment of said sum of money by the Defaulting Party and asserting said lien against the Parcel of the Defaulting Party. If the Defaulting Party shall fail, upon demand, to pay the Creditor Party any sum of money payable to the Creditor Party pursuant to provisions of this Reciprocal Easement Agreement, the Creditor Party may bring an action against the Defaulting Party or foreclose the lien provided for in the first paragraph of this Section 17.1 in the same manner as provided for in Chapter 514 of the Minnesota Statutes, as now enacted or hereafter amended, and costs of such action or foreclosure and reasonable attorneys' fees shall be added to the amount due the Creditor Party by the Defaulting Party. The priority of such liens shall be determined in the chronological order in which a lien statement has been recorded in the office of the County Recorder of the Registrar of Titles, as the case may be.

Section 17.2. Uniform Commercial Code. If a lien shall arise against any Parcel, other than the City Parcel while the City owns the City Parcel, under Section 17.1 hereof such lien shall also cover all right, title and interest of the Defaulting Party in and to all machinery, apparatus, equipment, fittings, fixture and articles of personal property of every kind and nature whatsoever, other than consumable goods, located in or upon said Parcel or within the area of any easement to said Parcel and used or usable in connection with the operation of the Improvement located on or in said Parcel. This Reciprocal

Easement Agreement shall constitute a security agreement under the Minnesota Uniform Commercial Code.

Section 17.3. Commencement of Proceedings. If a Creditor Party shall, pursuant to Section 17.1 hereof, have a lien against the Parcel of a Defaulting Party, and if for a period of one (1) year after such lien shall have first arisen pursuant to said Section 17.1, the Creditor Party shall have failed to commence proceedings for the foreclosure of such lien or shall, after the commencement of such proceedings, fail for thirty (30) days after written notice from any Party, to proceed with reasonable diligence to foreclose such lien, and if the Creditor Party holding such lien is not prevented by court order or otherwise from foreclosing such lien, then a third Party (that is, a Party whose Parcel is not subject to such lien now owned by the Party holding such lien) shall have the right to receive an assignment of such lien upon payment of the amount secured thereby, in accordance with the provisions hereafter set forth in this Section 17.3. Such third Party shall give to the Creditor Party holding such lien a written notice offering to purchase the same, which notice shall set forth a date and time of closing which shall be not less than ten (10) days nor more than thirty (30) days after the giving of such notice, and a place of closing in the City of Minneapolis, Minnesota. On the date of closing, the Creditor Party holding such lien shall deliver to such third Party an instrument in recordable form, assigning such lien, together with the debt secured thereby, to such third Party, upon payment by such third Party of the full amount, including interest, secured by such lien. A mortgagee under mortgage covering a Parcel, or any part thereof, shall have the right to receive an assignment of any lien affecting such Parcel arising pursuant to Section 17.1 hereof upon payment of the amount secured by such lien, in accordance with the provisions hereafter set forth in this paragraph. Such mortgagee shall give to the Creditor Party holding such lien a written notice offering to purchase the same, which notice shall set forth a date and time of closing which shall be not less than ten (10) days nor more than thirty (30) days after the giving of such notice, and a place of closing in the City of Minneapolis, Minnesota. On the date of closing, the Creditor Party holding such lien shall deliver to such mortgagee an instrument in recordable form assigning such lien, together with the debt secured thereby, to such mortgagee, upon payment by such mortgagee. Such mortgagee shall hold such lien subject to the right of any Party, other than the Owner of the Parcel affected by such lien, to receive (upon payment of the full amount, including interest, secured by such lien) an assignment of such lien in the manner provided in this Section 17.3 under the circumstances therein provided.

Section 17.4. Liens Survive Conveyances. No conveyance or other devestiture of a Party's interest in a Parcel shall

in any way affect or diminish any recorded lien arising pursuant to Section 17.1 hereof, and any recorded lien shall not be defeated, or otherwise diminished or affected by reason of such conveyance or title.

Section 17.5. Notice to Others. If the holder of a judgment creditor's lien, mechanic's lien or other lien against any Parcel who is not entitled to receive copies of notices under Article XX hereof shall give written notice to any Party or any assignee of any Party's rights hereunder, demanding that said Party or assignee give written notice to said holder of any outstanding liens against said Parcel held by said Party or assignee, then said Party or assignee shall, within thirty (30) days after the giving of said notice, give to said holder written notice of any liens against said Parcel then held by said Party or assignee, and the amounts thereof, and thereafter until the lien of said holder is discharged, shall give to said holder a copy of each notice thereafter given by said Party or assignee asserting a lien against said Parcel under Section 17.1 hereof.

Section 17.6. Each Claim Separate. Each claim of any Party arising under this Reciprocal Easement Agreement shall be separate and distinct, and no defense, set-off or counterclaim arising against the enforcement or any lien or other claim of any Party hereto shall hereby be or become a defense, set-off or counterclaim against the enforcement of any other lien or claim.

Section 17.7. Interest. In each instance when any Party shall be obligated to pay any sum of money to another Party pursuant to the provisions of this Reciprocal Easement Agreement, interest shall accrue thereon and be payable hereunder at the rate of ten percent (10%) per annum from the date such obligation arose.

ARTICLE XVIII
Estoppel Certificates

Section 18.1. Estoppel Certificates. Each Party agrees at any time and from time to time during the term of this Restated Reciprocal Easement Agreement (provided that once a Condominium Association is formed as anticipated by Section 20.3, then such Association may so request, on behalf of any condominium unit owners, such a certificate not more frequently then twice in any calendar year) within ten (10) days after written request by any other Party, to execute, acknowledge and deliver to such other Party or to any existing or prospective purchaser, mortgagee, or lessee designated by such other Party, a certificate in recordable form stating: (a) that this Reciprocal Easement Agreement is unmodified and in force and effect, or if there has been a modification or modifications, that this Reciprocal Easement Agreement is in force and effect, as modified,

and identifying the modification agreement or agreements; (b) whether or not there is any existing default hereunder by any Party in the payment of any sum of money owing to the Party executing such certificate, and whether or not there is any existing default by any Party with respect to which a notice of default has been given or received by the Party executing such certificate, and if there is any such default, specifying the nature and extent thereof; (c) whether or not there are any sums (other than those arising within the previous forty-five (45) days out of the normal course of operation of the Improvements) which the Party executing such certificate is entitled to receive or demand from any other Party hereunder, and if there is any such sum, specifying the nature and extent thereof; (d) whether or not the Party executing such certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of the Improvements, the cost of which such Party is or will be entitled to charge in whole or in part to any other Party but as not yet charged to such other Party, and if there be any such Maintenance or other work, specifying the nature and extent thereof; (e) whether or not there are any set-offs, defenses or counterclaims then being asserted or otherwise known by the Party executing such certificate against enforcement of any obligations hereunder which are to be performed by the Party executing such certificate, and, if so the nature and extent thereof; (f) whether or not the Party executing such certificate holds a lien against the Parcel of any other Party pursuant to Section 17.1 hereof, and if so, the amount thereof; (g) whether or not the Party executing such certificate has given any notice making a demand or claim hereunder which has not yet been discharged or otherwise resolved, and if so, a copy of any such notice shall be delivered with the certificate; (h) whether or not there is any pending dispute involving the Party executing such certificate and if so, specifying the nature of the dispute; (i) whether or not the arbitrators have made any ruling or decision involving the Party executing such certificate within the ninety (90) days preceding the date of such certificate, and if so, identifying such ruling or decision; (j) whether or not the Party executing such certificate has made any then outstanding assignment of rights, privileges, easements or rights of entry pursuant to Section 12.1 hereof or otherwise; and if so, identifying such assignment; and (k) the current address or addresses to which notices given to the Party execution such certificate are required to be mailed under Article XX hereof.

ARTICLE XIX
Self Help

Section 19.1. Self Help. If any Party (hereinafter in this Article XIX referred to as the "Defaulting Party") shall fail to perform any of the provisions, covenants, or conditions

of this Agreement or if in respect to any provision, covenant or condition of this Agreement which requires the diligent pursuance of a course of conduct or a course of work, the Defaulting Party shall fail to pursue the same diligently, then in each and every such event any of the other Parties hereto (hereinafter the "Creditor Party"), shall have the right upon thirty (30) days written notice to the Defaulting Party (unless within such thirty (30) day period the Defaulting Party shall cure such default, or in the case of default whereby its nature cannot be cured within such thirty (30) day period the Defaulting Party shall take such action as is reasonably calculated to commence the curing thereof and thereafter shall diligently prosecute the curing thereof to completion and proceed to make such payment or take such action as may be necessary to cure such default all in the name of and for the account of the Defaulting Party) to cure such default or permit such course of conduct or work. The Defaulting Party shall on demand reimburse the Creditor Party for the monies actually expended by it and its reasonable out of pocket expenses in doing so together with any penalties arising from such default if paid by the Creditor Party and such reimbursement shall at the option of the Creditor Party be secured by a lien on the Parcel of the Defaulting Party in accordance with the provisions of Article XVII hereof. Notwithstanding the above, it is agreed by the Parties that with respect to the obligations of the City under this Agreement for such period of time as the City shall be the actual Owner of the Parking Ramp, the foregoing thirty (30) days notice period shall be one hundred twenty (120) days.

ARTICLE XX
Notices

Section 20.01. Giving of Notice. Any notice, demand, election or other communication (hereafter in this Article collectively referred to as "notices" and singly referred to as a "notice") which any Party or other party hereto shall desire or be required to give pursuant to the provisions of this Reciprocal Easement Agreement shall be sent by certified mail, return receipt requested. The giving of such notice shall be deemed complete at the time the same is deposited in a United States Post Office in the State of Minnesota with postage prepaid, enclosed in a securely sealed envelope addressed to the person intended to be given such notice at the address herein provided. Notices to the City shall be addressed to: Director of Traffic Engineering, Department of Public Works, Room 211, City Hall, Minneapolis, Minnesota 55415. Notices to Hometel shall be addressed to: Cornell L.Moore, 5100 Gamble Drive, Suite 380, St. Louis Park, Minnesota 55416. Notices to TGA shall be addressed to: Ted Glasrud, c/o TGA Development, Inc., 151 East County Road B-2, St. Paul, Minnesota 55105. Copies of notice to any mortgagee entitled to receive such copies shall be addressed to such mortgagee at the address or addresses designated by such

mortgagee or to such other addresses, not exceeding two, one of which shall be in the State of Minnesota, as such mortgagee may thereafter from time to time designate by written notice given pursuant to the provisions of this Article XX. If at any time and from time to time any Person, corporation or other entity shall succeed to the interest or estate of any Party hereto, then: (a) no notice which purports to have been given by such Person, corporation or other entity shall be effective nor shall the Party to whom such notice is addressed have any obligation to recognize such notice as having been given, unless the Party to whom such notice is given shall, theretofore or simultaneously therewith, be given written notice of the change of ownership by which such Person, corporation or other entity shall have acquired such interest or estate accompanied by an executed counterpart of the instrument affecting such change of ownership, except that if an executed counterpart of said instrument is recorded in the office of the County Recorder or in the office of the Registrar of Titles, or both, depending upon what is appropriate, in and for Hennepin County, Minnesota and if such notice sets forth the recording information, then a copy of said instrument will suffice in lieu of an executed counterpart; and (b) such Person, corporation or other entity shall not be entitled to receive any notice hereunder, and any notice given (or deemed to have been given) to the prior Owner of such interest or estate shall be deemed to have been given to such Person, corporation or other entity, unless and until the Party giving such notice shall be given written notice of the change of ownership by which such Person, corporation or other entity shall have acquired such interest or estate accompanied by an executed counterpart of the instrument effecting such change of ownership, except that if an executed counterpart of said instrument is recorded in the office of the Register of Deeds or in the office of the Registrar of Titles, or both, depending upon what is appropriate, in and for Hennepin County, Minnesota and if such notice sets forth the recording information, then a copy of said instrument will suffice in lieu of an executed counterpart.

Section 20.2. Multiple Ownership. If at any time the interest or estate of any Party hereto shall be owned by more than one Person, corporation or other entity (hereinafter in this paragraph collectively referred to as "said Owners"), then, within ten (10) days after demand by any other Party hereto, said Owners shall give to such other Party a written notice, executed and acknowledged by all of said Owners, in form proper for recording, which shall (a) designate one Person, corporation or other entity having an address in the State of Minnesota to whom shall be given, as agent for all of said Owners, all notices thereafter given to said Owners hereunder and (b) designate such Person, firm or corporation as agent for the service of process in any action or proceeding, whether before a court or by arbitration, involving the determination or enforcement of any rights

or obligations hereunder. Thereafter, until such designation is revoked by written notice given by all of said Owners, any notice, and any summons, complaint or other legal process given to, or served upon, such agent in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this Section 20.2 collectively referred to as "legal process") shall be deemed given to, or served upon each and every one of said Owners at the same time that such notice or legal process is given to, or served upon, such agent. If said Owners shall fail to so designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked as aforesaid, then any notice or legal process may be given to, or served upon, any one of said Owners as agent for all of said Owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of said Owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of said Owners shall be deemed to have appointed each of the other said Owners as agent for the receipt of notices and the service of legal process as aforesaid. If at any time the interest or estate of any Party hereto shall be owned by more than one Person, corporation or other entity, the no notice or legal process which purports to have been given or served by such Party shall be effective nor shall the Party to whom such notice is addressed or upon whom such legal process is purportedly served have any obligation to recognize such notice or legal process as having been given, or served, unless such notice or legal process is given or served by (a) all of the Persons, corporations and other entities who together own all of the interest or estate of the Party giving such notice or serving such legal process, or (b) a duly authorized agent of all of such Persons, corporations and other entities, which agent shall have been designated, in a written notice theretofore or simultaneously therewith given to the Party to whom such notice is addressed, or upon whom such legal process is served, and signed by all of such Persons, corporations and other entities, as the agent to give all notices and serve all legal process hereunder on behalf of all of such Persons, corporations and other entities. Until any such designation is revoked by written notice given by all of said Persons, corporations and other entities, any notice or legal process given or served by such designated agent shall be deemed to have been given or served by all of such Persons, corporations and other entities.

Section 20.3. Condominium Ownership. It is anticipated that upon completion of construction of the Improvements located on the Condominium Parcel, the Parcel will be brought under the provisions of the Uniform Condominium Act (Chapter 515A Minn. Stats.) for the State of Minnesota and that one or more condominium associations will be formed. Once a

condominium declaration has been recorded and the articles of incorporation of the condominium association have been recorded in the office of the County Recorder or Registrar of Titles, said association shall be the agent on behalf of all of the individual condominium unit owners and any notices required to be given to the Owner of the Condominium Parcel may be given to said association and said association shall be designated as the agent for purposes of notice or legal process and such association shall have the right to act on behalf of all of the condominium unit owners, collectively, as the Owner of the Condominium Parcel and the other Parties hereto shall have the right to rely on the acts of such association and the association's signature on any instrument or agreement shall be prima facie evidence of the fact that any such action has been duly authorized by all of the condominium unit owners.

ARTICLE XXI
Mortgagees and Trustees

Section 21.1. Assignment of Rights to Mortgagees and Trustees. Unless otherwise provided in the deeds from the City covering the Hotel Parcel and the Condominium Parcel, the Hotel Development Contract or Condominium Development Contract, any of the Parties may, without the necessity of conveying title to such Party's Parcel, assign or otherwise transfer to its mortgagee all or any of the rights, privileges, easements and rights of entry herein given to such Party (including, without limitation, any right to make any election, to exercise any option or discretion, to give any notice, to perform any work of demolition, restoration, repair, replacement or rebuilding, to receive monies from the Depository and to receive any and all other monies payable to such Party), and any such mortgagee may exercise any such right, privilege, easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, privilege, easement or right of entry to such mortgagee, and in such event any such mortgagee shall be subrogated to the rights of said Party to assert a lien against the Parcel of any other of the Parties under Section 17.1. However, none of the Parties (or the Depository or any other Person having any rights hereunder) shall be bound to recognize any such assignment or other transfer, or the exercise or accrual of any rights pursuant to such assignment or other transfer, until such Party (or, as the case may be, the Depository or such other Person) is given written notice of such assignment or other transfer pursuant to Article XX. Said notice shall be accompanied by an executed counterpart of the instrument effecting such assignment or other transfer, except that if an executed counterpart of aid instrument is recorded in the office of the County Recorder or Registrar of Titles of Hennepin County, Minnesota as is appropriate and if the notice sets forth the recording information, then a copy of said instrument will suffice

in lieu of an executed counterpart. If the instrument effecting such assignment or other transfer shall provide that such mortgagee shall receive copies of notices given hereunder to the Party assigning or transferring, and if the above mentioned notice of assignment or other transfer given by such mortgagee shall designate not more than two addresses, to which such copies shall be sent, then any of the Parties, the Depository or other Person who is given written notice as aforesaid of such assignment or other transfer, and any successor, personal representative, heir or assign of such Party or such other Person, shall thereafter, simultaneously with the giving of any "notice" (as that term is defined in the first sentence of Article XX) hereunder to such assignor or transferor, give to such mortgagee a copy of such notice pursuant to said Article XX; and no such notice shall be effective against such mortgagee unless a copy thereof is given to such mortgagee as aforesaid. Any such mortgagee to whom rights, privileges, easements or rights of entry are assigned or otherwise transferred pursuant to this Section 21.1 shall, within ten (10) days after written request made by any of the Parties, execute, acknowledge and deliver to such Party, or to any existing or prospective purchaser, mortgagee or lessee designated by such Party, an estoppel certificate in recordable form containing the statements called for in Section 18.1 (Estoppel Certificates) except that (i) the statements called for in clause (a) of said Section need be set forth only to the extent required thereby, and (ii) the words "the Party executing such certificate," wherever the same appear in Section 18.1, shall be deemed instead to refer to the mortgagee executing such estoppel certificate.

Section 21.2. Notices. Whether or not an assignment of rights has been made under Section 21.1 entitling a mortgagee to receive notices required or permitted under this Agreement and given as described under Article XX, if any mortgagee covering any Improvement or Parcel wishes, it may notify the Parties in the manner provided in Article XX that thereafter, until contrary notice by it, a copy of any notice, demand, election or the like under this Agreement given by any of the Parties to the other Parties shall be mailed to it at the address set forth in such notification by such mortgagee or trustee.

Section 21.3. Consent to Mortgagees. Except as provided in Section 3.17, no amendment or modification to this Agreement may be made by the Parties without the written consent of each mortgagee of a mortgage covering any of the Improvements or Parcels. When the consent of mortgagees to the selection of a Depository under Section 15.4 is required, then consent shall be deemed to have been granted by any such mortgagee which does not object in writing within fifteen (15) days of notice of such selection given to it as described in Article XX.

Section 21.4. Default by Parties. No default or breach by any of the Parties of any term, condition, covenant or restriction contained in this Agreement shall be any manner defeat, impair, impede or render invalid, the loan or lien of any mortgage covering any of the Improvements or Parcels.

ARTICLE XXII
Miscellaneous Provisions

Section 22.1. Titles of No Effect. The titles set forth in this Restated Reciprocal Easement Agreement, and the references to such titles in various places in this Restated Reciprocal Easement Agreement, are intended for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Reciprocal Easement Agreement, and shall not have any force or effect in the interpretation of this Reciprocal Easement Agreement.

Section 22.2. Amendment. Except as provided in Sections 3.17 and 21.3, this Agreement may be amended only by written agreement of the owners and mortgagees of the parcel or portion thereof affected, and shall be effective only upon filing in the office of the Registrar of Titles, Hennepin County, Minnesota, on Certificates of Title covering the affected portions.

Section 22.3. Counterparts. This Restated Reciprocal Easement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

Section 22.4. Separability. Each provision contained in this Restated Reciprocal Easement Agreement shall for all purposes be construed to be separate and independent and the breach of any such provision by any Party hereto shall not discharge or relieve such Party, or any other Party hereto, from the obligation to observe and perform each provision of this Restated Reciprocal Easement Agreement to be observed or performed by any Party hereto. If any provision of this Restated Reciprocal Easement Agreement or the application thereof to any Person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Restated Reciprocal Easement Agreement, or the application of such provision to Persons, parties, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Restated Reciprocal Easement Agreement shall be valid and shall be enforceable to the extent permitted by law.

Section 22.5. Non-Relationships. This Restated Reciprocal Easement Agreement does not, and shall not be

construed to, create the relationship of (a) principal and agent, (b) partnership, (c) joint venture, (d) tenants in common, (e) joint tenants or (f) any other form or type of association whatsoever between the Parties to this Restated Reciprocal Easement Agreement.

Section 22.6. Non-Partition. No Owner shall bring any action for partition or division of any property covered by this Restated Reciprocal Easement Agreement.

ARTICLE XXIII
Heirs, Successors, and Assigns

Section 23.1. Provisions Run with the Land. This Restated Reciprocal Easement Agreement is intended to and shall, subject to the provisions of Section 23.2 hereof run with the real property benefited and burdened hereby, and shall bind and inure to the benefit of the Parties hereto and their successors in interest.

Section 23.2. Release on Conveyance. In the event of any conveyance or divestiture of a Party's interest to any Parcel, the grantor of the Person or Persons, corporation or corporations or other entity or entities who or which are divested of title shall be entirely freed and relieved of all covenants and obligation thereafter accruing hereunder, unless the grantee is an entity or Person immune in whole or in part from enforcement against it of any of the rights, privileges, easements or rights of entry given to the other Parties hereunder. In the event of any conveyance of divestiture of title to any Party's interest in a Parcel, the grantee or the Person or Persons, corporation or corporations, or other entity or entities who or which otherwise succeed to title shall be deemed to have assumed all of the covenants and obligations of the Party's interest in such Parcel thereafter accruing hereunder until such grantee or successor is freed and relieved therefrom pursuant to the first sentence of this Section 23.2. As provided in Section 17.5 hereof, no conveyance or divestiture of such a Party's interest in a Parcel shall defeat, diminish or affect any lien arising under Article XVII hereof.

Section 23.3. Easements Benefit Permittees. Any easement or right of entry herein granted to any Party shall be for the benefit not only of such Party but also for the benefit of any tenants, licensees, employees, agents, contractors, Occupants and Permittees of such Party whom such Party shall permit to use such easement or right of entry.

Section 23.4. Condominium Declaration Subordinate. Any declaration and any condominium created in any Parcel shall at all times be expressly subordinate and subject to this

Restated Reciprocal Easement Agreement and the Owners thereof shall collectively assume all of the obligations hereof by acceptance of an interest in any condominium unit.

ARTICLE XXIV
Deeds

Section 24.1. Estates Inviolable. Nothing in this Restated Reciprocal Easement Agreement shall be construed to diminish or derogate from the fee simple absolute estate of the City in the City Parcel or from the Owners of the Hotel Parcel and Condominium Parcel.

Section 24.2. Legal Descriptions. If at any time, and from time to time, any affected Party deems it advisable to have a survey or surveys prepared describing what the affected Parties then agree is the common boundary line or lines between any two of the Parcels, such Party shall cause such a survey or surveys to be made by a Minnesota registered land surveyor and the cost of each survey shall be borne by the Party requesting the survey. Based upon the survey or surveys prepared in accordance with the provisions of this Section 24.2, if at any time, any Party's Improvements encroach upon another Party's Parcel, then such other Party does herein grant an easement for such Improvement to continue to so encroach.

ARTICLE XXV
Termination

Section 25.1. Debts and Liens Survive. Notwithstanding the termination of this Restated Reciprocal Easement Agreement, if, at the time of such termination, any Party shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereof, shall be paid, notwithstanding the extinguishment of the lien pursuant to Section 17.4. In addition, such termination shall not relieve the Depository of any obligation to disburse, in accordance with the provisions of this Restated Reciprocal Easement Agreement, any funds then held by the Depository.

Section 25.2. Conflict Between this Agreement and the Deeds and the Development Contracts. The provisions of this Restated Reciprocal Easement Agreement shall be construed as supplementary to the provisions of the deeds given by the City of Minneapolis covering the Hotel Parcel and the Condominium Parcel and the Hotel Development Contract and the Condominium Development Contract. In the event there is any conflict between the provisions of this Agreement and either of said deeds or said development contracts, the provisions of this Agreement shall prevail.

ARTICLE XXVI
Other Provisions

Section 26.1. Registration Proceedings. All parties hereto agree to join in such documents and proceedings as may be required to register the title to the entire Parcel. The parties agree to cause any of their mortgagees to join or consent to such documents or proceedings as may be necessary to accomplish the foregoing purpose.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

CITY OF MINNEAPOLIS

By _____
Mayor

Attest:

By _____
City Clerk

Countersigned:

By _____
City Comptroller-Treasurer

MINNEAPOLIS HOMETEL ASSOCIATES
LIMITED PARTNERSHIP

By _____
Cornell L. Moore,
Its Managing Partner

TGA DEVELOPMENT, INC.

By _____
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15 day of June, 1984, by Don Fraser, the Mayor of the City of Minneapolis, a municipal corporation of the County of Hennepin and State of Minnesota, and he acknowledged the same to be the free act and deed of said corporation.

Notary Public

G. JEANNE LARSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 22, 1988

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15 day of June, 1984, by Lowell A. Udvarhely, the City Clerk of the City of Minneapolis, a municipal corporation of the County of Hennepin and State of Minnesota, and he acknowledged the same to be the free act and deed of said corporation.

Notary Public

G. JEANNE LARSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 22, 1988

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15 day of June, 1984, by Nelson L. Wheaton, the City Comptroller-Treasurer of the City of Minneapolis, a municipal corporation of the County of Hennepin and State of Minnesota, and he acknowledged the same to be the free act and deed of said corporation.

Notary Public

G. JEANNE LARSON
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 22, 1988

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of June, 1984, by Cornell L. Moore, Managing Partner of Minneapolis Hometel Associates Limited Partnership, a Minnesota limited partnership, and he acknowledged the same to be the free act and deed of said corporation.

Ruth Speed
Notary Public

RUTH SPEED
NOTARY PUBLIC MINNESOTA
HENNEPIN COUNTY
My Commission Expires Oct. 14, 1988

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of June, 1984, by Ted Glasrud, the President of TGA Associates, Inc., a Minnesota corporation, and he acknowledged the same to be the free act and deed of said corporation.

Jane M. Young
Notary Public

JANE M. YOUNG
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 8, 1985

CONSENT

First National Bank of Saint Paul, Mortgagee of the Hotel Parcel, hereby joins in and consents to the within Restated Reciprocal Easement Agreement.

Dated this 15th day of June, 1984.

First National Bank of Saint Paul

By _____

Its Vice President

By _____

Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 15th day of June, 1984, by Valerie P. Heller, Vice President and Richard E. Lloyd, Vice President of First National Bank of Saint Paul, a national banking association on behalf of the corporation.

Barbara A. Richards
Notary Public

BARBARA A. RICHARDS
NOTARY PUBLIC - MINNESOTA
WASHINGTON COUNTY
My Commission Expires Apr. 8, 1987

My Commission Expires: April 8, 1987

THIS INSTRUMENT WAS DRAFTED BY:

MACKALL, CROUNSE & MOORE
1600 TCF Tower
Minneapolis, MN 55402

CONSENT

First Trust Company of Saint Paul, Mortgagee of the Hotel Parcel, hereby joins in and consents to the within Restated Reciprocal Easement Agreement.

Dated this 20th day of June, 1984.

First Trust Company of Saint Paul

By _____

Its Senior Vice President

By _____

Its Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 20th day of June, 1984, by James A. Ehrenberg, Senior Vice President and C. Drahn, Assistant Secretary of First Trust Company of Saint Paul, a Minnesota corporation.

F. KUGITSCHEK
NOTARY PUBLIC - MINNESOTA
WASHINGTON COUNTY
My Commission Expires Dec. 11, 1990

_____
Notary Public

My Commission Expires: 12/11/90

THIS INSTRUMENT WAS DRAFTED BY:

MACKALL, CROUNSE & MOORE
1600 TCF Tower
Minneapolis, MN 55402