

SECOND AMENDED REAL PROPERTY LEASE AGREEMENT

This SECOND AMENDED REAL PROPERTY LEASE AGREEMENT (hereinafter the "Second Amendment") is made and entered into this ____ day of _____, 2012, by and among the City of Blaine, a municipal corporation under the laws of the State of Minnesota ("Lessor"), and Fogerty Arena, "The Ice House", a Minnesota non-profit corporation ("Lessee").

RECITALS

- A. Lessor, Anoka County and Lessee (formerly North Suburban Civic Center, Inc.) are parties to a Real Property Lease Agreement dated June 29, 1982, (the "Old Lease"),
- B. In order to give record notice of the Old Lease, Lessor, County and Lessee executed a Memorandum of Lease dated October 1, 2001, and recorded November 1, 2001, as Document No. 1616332.0 in the Office of the Anoka County Recorder, State of Minnesota.
- C. Lessor and Lessee are also parties to a Lease dated October 1, 2001 (the "New Lease").
- D. In order to give record notice of the New Lease, Lessor and Lessee executed a Memorandum of Lease, dated October 1, 2001, and recorded November 1, 2001, as Document No. 1616335.0 in the office of the Anoka County Recorder, State of Minnesota.
- E. Lessor and Lessee are also parties to an Amended Real Property Lease Agreement dated June 24, 2008, pursuant to which the term of the New Lease was extended and Anoka County's interest in the Old Lease was terminated. The Amended Real Property Lease Agreement was

recorded on September 3, 2008, as document 2002640.001 in the office of the Anoka County Recorder, State of Minnesota.

F. The Old Lease, the New Lease, and the Amended Real Property Lease Agreement are hereinafter collectively referred to as the "Previous Lease Documents"

G. Lessee desires to, and Lessor consents to, the construction of a Curling Facility on the property. As part of the construction of the Curling Facility, Lessor will be forced to relocate a softball field. The cost of such relocation is approximately \$300,000.00. Lessee has agreed to pay Lessor \$210,000.00, pursuant to the terms of a Repayment Agreement and Confession of Judgment executed contemporaneously with this Second Amendment.

H. This Second Amended Real Property Lease Agreement shall clarify the legal description covered by the Previous Lease Documents and include a legal description for the property on which the Curling Facility will be located.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Second Amendment, as well as the terms of a Repayment Agreement and Confession of Judgment executed contemporaneously with this Second Amendment, the parties hereby agree as follows:

1. PREMISES. The description for the property referred to in the Previous Lease Documents, is hereby amended to the legal description set forth on the attached "Exhibit A". The legal description for the property on which the Curling Facility will be located is set forth on the attached "Exhibit B". The property covered by the Previous Lease Documents, as amended, combined with the property on which the Curling Facility will be located, shall hereinafter be collectively referred to as the "Premises".

2. BUILDING AND EQUIPMENT. Lessee will construct a Curling Facility on the Premises. The Curling Facility, together with all personal property, trade fixtures and equipment located therein are owned and are the property of the Lessee, subject to the rights of the Lessor under the Previous Lease Documents and this Second Amendment.

3. MEMORANDUM OF AMENDMENT. Upon the request of any party hereto, a Memorandum of this Second Amendment shall be executed by all parties for the purpose of recording the same with the Anoka County Recorder.

4. GENERAL PROVISIONS. This Second Amendment is intended to be an amendment of the terms of the Previous Lease Documents and is not intended to replace the Old Lease, the New Lease, or the Amended Real Property Lease Agreement. Except as modified by this Second Amendment, all of the other terms, conditions and covenants contained in the Previous Lease Documents shall remain in effect and be binding upon Lessor and Lessee at the time and in the manner therein provided. The recital paragraphs of this Second Amendment are fully incorporated into its terms. This Second Amendment applies to, inures to the benefit of, and binds the parties hereto and their respective successors and assigns. Any alterations, amendments, or deletions to the Previous Lease Documents or this Second Amendment shall be valid only when expressed in writing and duly signed by the Lessor and Lessee, and consented to by any Mortgagee of Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

CITY OF BLAINE

By: _____
Tom Ryan
Its: Mayor

By: _____
Clark Arneson
Its: City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of ,
2012, by Tom Ryan and Clark Arneson, the Mayor and City Manager of the City of Blaine, a
Minnesota Municipal Corporation on behalf of the Municipal Corporation.

Notary Public

CONSENT

VILLAGE BANK, a Minnesota corporation, as Mortgagee of a certain Leasehold Mortgage Security Agreement and Fixture Financing Statement, dated January 29, 2009, and recorded on February 4, 2009, as Document No. 2005308.001 in the office of the Anoka County Recorder, State of Minnesota, on the properties described in the Previous Lease Documents, hereby consents to the terms, conditions and covenants of the foregoing Second Amended Real Property Lease Agreement by and among the City of Blaine, a Municipal Corporation under the laws of the State of Minnesota and Fogerty Arena, "The Ice House", a Minnesota non-profit corporation.

Dated this _____ day of, 2012.

VILLAGE BANK

By:
Its:

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of 2012, by the _____ Village Bank, a Minnesota Corporation, on behalf of the corporation.

Notary Public

This instrument was drafted by:

SWEENEY, MURPHY & SWEENEY (PJS)

Attorneys at Law

3252 Rice Street

St. Paul, MN 55126

EXHIBIT A

That part of Lot 1, Block 1, CLOVERLEAF COMMERCE CENTER, according to the recorded plat thereof, and situated in Anoka County, Minnesota described as beginning at the southeast corner of said Lot 1; thence South 89 degrees 50 minutes 28 seconds West, assumed bearing, along the south line of said Lot 1 a distance of 206.65 feet to the point of beginning; thence continuing along said south line South 89 degrees 50 minutes 28 seconds West 117.14 feet to the southwest corner of said Lot 1; thence North 00 degrees 22 minutes 57 seconds West along the west line of said Lot 1 a distance of 25.50 feet; thence South 77 degrees 53 minutes 26 seconds East 119.98 feet to the point of beginning.

That part of Lot 2, Block 1, CLOVERLEAF COMMERCE CENTER 2ND ADDITION, according to the recorded plat thereof, and situated in Anoka County, Minnesota described as commencing at the southeast corner of Lot 1, Block 1, CLOVERLEAF COMMERCE CENTER; thence South 00 degrees 22 minutes 57 seconds East, assumed bearing, along the southerly extension of the westerly right of way line of Lincoln Street as shown on said plat of CLOVERLEAF COMMERCE CENTER a distance of 44.98 feet to the point of beginning; thence continuing along said line South 00 degrees 22 minutes 57 seconds East 317.49 feet; thence North 77 degrees 52 minutes 44 seconds West 424.52 feet; thence North 12 degrees 03 minutes 38 seconds East 278.48 feet to the north line of said Lot 2; thence North 89 degrees 50 minutes 28 seconds East along said north line 147.79 feet; thence South 77 degrees 53 minutes 26 seconds East 211.66 feet to the point of beginning.

That part of Lot 3, Block 1, CLOVERLEAF COMMERCE CENTER 2ND ADDITION, according to the recorded plat thereof, and situated in Anoka County, Minnesota described as beginning at the southeast corner of said Lot 3; thence North 00 degrees 22 minutes 57 seconds West, assumed bearing, along the east line of said Lot 3 a distance of 25.50 feet; thence North 77 degrees 53 minutes 26 seconds West 24.47 feet; thence South 12 degrees 03 minutes 38 seconds West 31.41 feet to the south line of said Lot 3; thence North 89 degrees 50 minutes 28 seconds East along said south line a distance of 30.65 feet to the point of beginning.

EXHIBIT B

That part of Lot 2, Block 1, CLOVERLEAF COMMERCE CENTER 2ND ADDITION, according to the recorded plat thereof, and situated in Anoka County, Minnesota described as commencing at the southeast corner of Lot 1, Block 1, CLOVERLEAF COMMERCE CENTER; thence South 00 degrees 22 minutes 57 seconds East, assumed bearing, along the southerly extension of the westerly right of way line of Lincoln Street as shown on said plat of CLOVERLEAF COMMERCE CENTER a distance of 362.47 feet to the point of beginning; thence North 77 degrees 52 minutes 44 seconds West 438.35 feet; thence South 12 degrees 07 minutes 16 seconds West 317.34 feet; thence South 77 degrees 52 minutes 44 seconds East 340.01 feet; thence North 12 degrees 07 minutes 16 seconds East 124.32 feet; thence North 58 degrees 54 minutes 16 seconds East 113.36 feet; thence North 85 degrees 47 minutes 46 seconds East 40.43 feet to the intersection with said southerly extension of the westerly right of way line of Lincoln Street; thence North 00 degrees 22 minutes 57 seconds West along said southerly extension of the westerly right of way line of Lincoln Street 106.56 feet to the point of beginning.