

5th St

26 SK32

Handicap lift

Speaker

Camera

393'

First Trust Center

Speaker (175 F) from S.E.

240'6"

Army Corps of Engineers

SIDLEY

Manual Pull

Camera

Handicap lift

Speaker

194'3"

87

Speaker

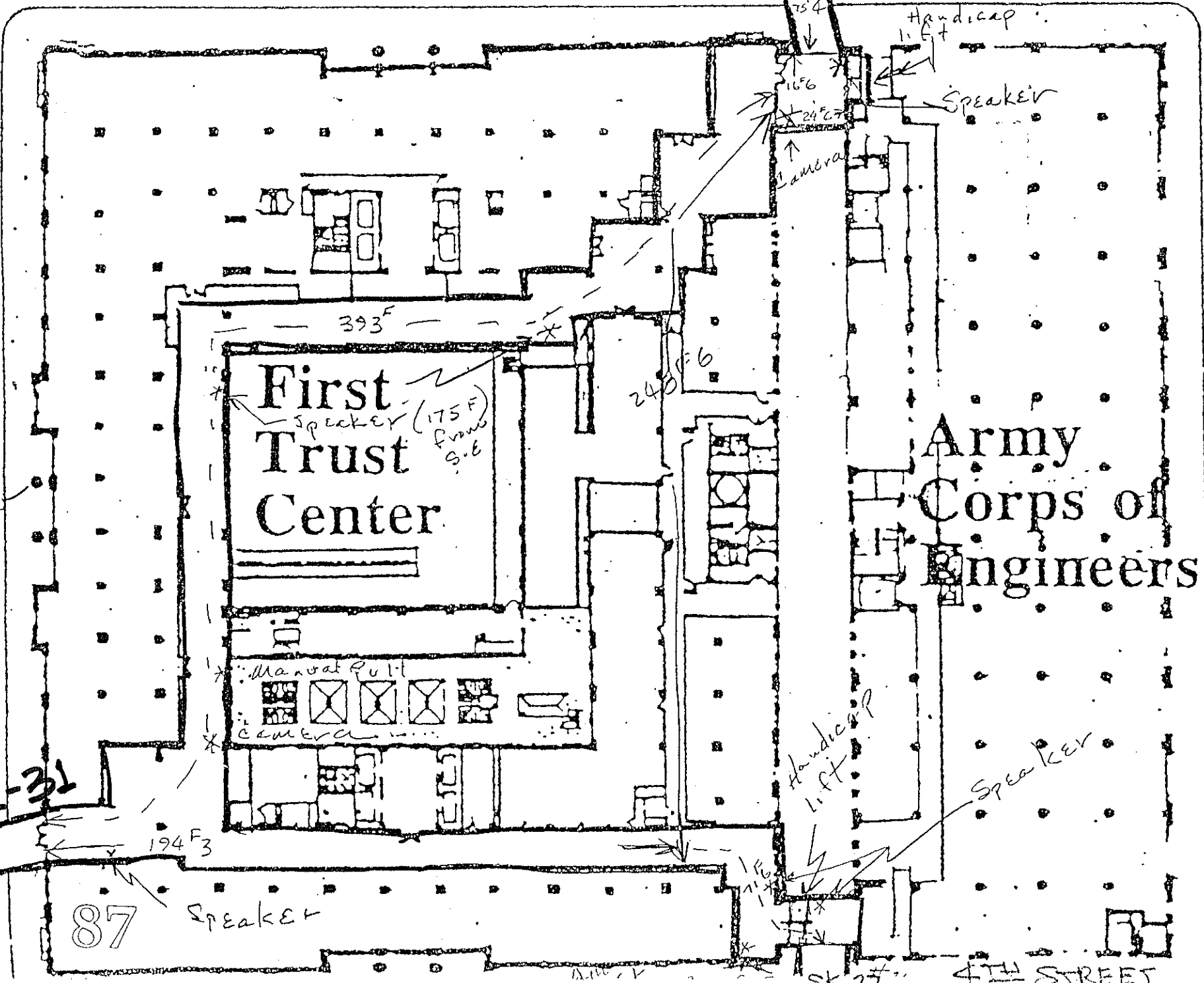
SK 37

4th STREET

SK 30

SK-31

SK 33



SK 3~~1~~

SKYWAY OPERATING  
AGREEMENT

DATE:

AMONG: FIRST BANK NATIONAL ASSOCIATION  
a national banking association ("Bank")

AND: VANCE PIONEER ASSOCIATES LIMITED  
a Minnesota limited partnership ("Vance")

AND: ST. PAUL-BURLINGTON LIMITED PARTNERSHIP  
an Illinois limited partnership ("Burlington")

BANK, VANCE AND BURLINGTON hereby stipulate that:

1. Vance is the owner and Bank is a long-term lessee of the properties known as the Endicott Building and Jackson Ramp (collectively, "Jackson Ramp") described on Exhibit A attached hereto. In this Agreement, Bank and Vance are individually and collectively referred to as "Ramp Owner".

2. Burlington is the owner of the property known as the First Trust Center ("First Trust Center") described on Exhibit B attached hereto.

3. Bank, Vance, Burlington, and the City of Saint Paul have entered into an agreement ("Skyway Agreement") dated June 1, 1986, which provides for construction of a skyway pedestrian bridge ("Skyway") across Jackson Street from First Trust Center to Jackson Ramp.

4. The Skyway Agreement requires that Bank, Vance and Burlington enter into a separate written agreement for sharing maintenance, operation and repair costs and responsibilities for the Skyway.

THEREFORE, BANK, VANCE AND BURLINGTON agree as follows:

1. Operation and Maintenance. The Skyway shall be operated and maintained in accordance with all applicable laws and regulations and consistent with the terms and conditions of the Skyway Agreement and the standards from time to time prevailing for skyways in first-class office buildings in downtown Saint Paul. Services shall be provided as follows:

(a) Burlington shall provide heat, ventilation, air conditioning, lighting, electrical power and roof drainage for the Skyway and shall operate, maintain, repair and replace the systems, facilities and equipment necessary therefor.

(b) Burlington shall be responsible for all janitorial services and structural repairs and replacements in the Skyway.

2. Insurance and Bonding. Burlington shall maintain

(a) comprehensive general public liability insurance with contractual liability coverage insuring Ramp Owner, Burlington, and the City of Saint Paul from all claims, demands or actions for injury or death or property damage on or about the Skyway in amounts as may from time to time be agreed between Ramp Owner and Burlington, but in no event less than \$1,000,000 combined single limit or such greater amount as may be required under Section 24 of the Skyway Agreement,

(b) property damage insurance covering the Skyway against all hazards covered by the so-called "all-risk" form of policy in amounts as may from time to time be agreed between Ramp Owner and Burlington, but in no event less than such amount as may be required under Section 24 of the Skyway Agreement,

(c) a surety bond in the amount required under Section 21 of the Skyway Agreement, and

(d) such other insurance as shall be determined between Ramp Owner and Burlington from time to time.

All insurance and bonds shall comply with the terms of the Skyway Agreement and shall not be subject to cancellation or reduction in coverage except after at least 10 days' written notice to each of the insured.

3. Allocation of Costs. The costs reasonably incurred by Burlington in provided the services under Section 1 and procuring the insurance and bonds under Section 2 shall be allocated as follows:

Ramp Owner	50%
Burlington	50%

Such costs shall include a management overhead charge equal to 10% of the actual out-of-pocket expenses incurred, and shall be determined by standard accounting practices with allocations and accruals consistent with the chart of accounts of the

Building Owners and Manager's Associations International or other similar organization. All services which are provided to the Skyway as well as to other improvements shall be allocated on a fair and equitable basis based, to the extent practicable, on separate metering or engineering studies. All capital costs for the Skyway and for all systems, facilities and equipment exclusively serving it shall be included, but no capital costs shall be included for systems, facilities or equipment to the extent they serve other improvements as well.

4. Payment.

(a) Prior to the beginning of each calendar year, Burlington shall compute and deliver to Ramp Owner a bona fide estimate of the costs of providing services under Section 1 and procuring the insurance and bonds under Section 2. Ramp Owner shall pay to Burlington Ramp Owner's allocated portion of such cost in equal monthly installments on or before the first day of each month of such calendar year. As soon as practicable after the end of each calendar year, Burlington shall deliver to Ramp Owner a written statement ("Annual Statement") setting out in reasonable detail the actual cost thereof and certified to be correct by an officer or general partner of Burlington. If the aggregate of the monthly installments actually paid by Ramp Owner differs from the amount determined from the Annual Statement, Ramp Owner shall pay or Burlington shall refund the difference, as the case may be.

(b) If during any calendar year any major repairs or replacements to the Skyway are required which are not budgeted as part of the costs under Section 4(a), Ramp Owner shall pay to Burlington Ramp Owner's allocated portion of such cost within 10 days of invoice therefor. Except in an emergency, Burlington shall furnish Ramp Owner an estimate of the cost prior to commencing such work.

5. Examination of Records. Ramp Owner may at its cost examine Burlington's books relating to costs incurred in connection with the Skyway if requested within 180 days after receipt of the Annual Statement of such cost. Examination shall be made during normal business hours with reasonable prior notice. Each Annual Statement shall be considered as final and binding on Ramp Owner except to the extent of any written exception delivered to Burlington within 180 days of the giving of such Annual Statement. If Burlington and Ramp Owner cannot agree on the actual cost within 30 days after delivery of the exception, the dispute will be referred to a mutually selected certified public accountant, whose decision shall be final.

6. Effect of Sale. Bank and its successors or assigns as lessee of the Jackson Ramp shall be liable only for such obligations of Ramp Owner under this Agreement as accrued during its tenancy. Vance and each successor owner of the Jackson Ramp shall be liable only for such obligations of Ramp Owner under this Agreement as accrue during its respective period of ownership so long as the successor owner of Jackson Ramp assumes such obligations in writing. However, nothing herein shall govern the relationships and agreements of Bank and Vance between themselves. Burlington and each successor owner of First Trust Center shall be liable only for such obligations of Burlington under this Agreement as accrue during its respective period of ownership so long as the successor owner of First Trust Center assumes such obligations in writing.

7. Notices. Any notice or other communication under this Agreement shall be deemed given when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed:

if to Bank:	332 Minnesota Street Saint Paul, Minnesota 55101 Attention: President
if to Vance:	406 East 85th Street New York, NY 10128 Attn: Robert F. Gossett, Jr.
if to Burlington:	c/o The Palmer Group, Ltd. 101 North Wacker Drive, Suite 1200 Chicago, Illinois 60606 Attn: General Counsel

with a copy to:

c/o Frauenshuh Companies  
180 East Fifth Street,  
Suite 230  
Saint Paul, Minnesota 55101

8. General. This Agreement is binding on and inures to the benefit of Bank, Vance and Burlington and their respective heirs, administrators, successors and assigns. It shall be governed by and construed under the laws of Minnesota. It constitutes their entire agreement and understanding and supersedes all prior agreements among them on the subject matter. It may not be amended or modified except by a writing signed by the party to be bound.

IN WITNESS OF THIS AGREEMENT, it has been executed as of the date set out at its head.

FIRST BANK NATIONAL ASSOCIATION

By Wallace W. Norlander  
Its VICE PRESIDENT

VANCE PIONEER ASSOCIATES LIMITED  
By VPA, Inc., Its Managing General  
Partner

By [Signature]  
Its President

ST. PAUL-BURLINGTON LIMITED  
PARTNERSHIP

By \_\_\_\_\_  
a general partner

And By \_\_\_\_\_  
a general partner



