

ASSET DISPOSAL SALE AGREEMENT

THIS SALE AGREEMENT is made effective as of June 05, 2026 between SOO LINE RAILROAD COMPANY("SOO") and CITY OF SAINT PAUL by and through the Saint Paul Fire Department, 645 Randolph Ave., Saint Paul, MN, 55102
(the "**Buyer**")

"Canadian Pacific Kansas City" or "CPKC" means any one of the following companies: (i) Soo Line Railroad Company; (ii) Delaware and Hudson Railway Company, Inc.; (iii) the Dakota, Minnesota & Eastern Railroad Corporation; or (iv) Central Maine and Quebec Railway US Inc; or (v) The Kansas City Southern Railway Company.

The parties agree as follows:

1. Purchase and Sale. Subject to the provisions of this Sale Agreement, SOO agrees to sell, and Buyer agrees to purchase all of SOO's right, title and interest in and to the goods located in Minneapolis MN as described below:

Item 001 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU830847

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**,
plus applicable taxes (the "**Purchase Price**").

Item 002 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU831407

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**,
plus applicable taxes (the "**Purchase Price**").

Item 003 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU831392

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**,
plus applicable taxes (the "**Purchase Price**").

Item 004 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU831386

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**,
plus applicable taxes (the "**Purchase Price**").

Item 005 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU831385

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**,
plus applicable taxes (the "**Purchase Price**").

Item 006 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU236224

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**, plus applicable taxes (the "**Purchase Price**").

Item 007 1.000 EA P7355 - 53' Container - Minneapolis MN
Customer Material: CPPU235613

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**, plus applicable taxes (the "**Purchase Price**").

Item 008 1.000 EA P7355 - 20' Container - Minneapolis MN
Customer Material: HLXU125815

Buyer shall pay to SOO the sum of **\$100.00 USD per 1 EA**, plus applicable taxes (the "**Purchase Price**").

(the "**Assets**")

2. "AS IS WHERE IS" Transaction. It is the express agreement of the Buyer and SOO that SOO is selling, transferring and conveying and the Buyer is buying, accepting and taking the Assets at their present location and in their present condition and state of repair strictly on an "as is" and "where is" and "with all faults" basis. SOO makes no representation or warranty, either express or implied, as to the maintenance, repair, condition, design, workmanship, suitability, utility or marketability of the Assets or any portion thereof, or the absence of any defects therein, whether latent or patent, or any other materials or information that may have been made available or communicated to the Buyer or its agents, consultants or representatives in connection with the transaction contemplated herein or any discussion or presentation relating thereto, including, without limitation, any implied or express warranty of merchantability or fitness for a particular purpose. The Buyer acknowledges that it has had the opportunity for inspection of the Assets and agrees that it shall be conclusively deemed to be satisfied with the condition of the Assets. The Buyer hereby waives any and all claims and remedies it may have against SOO and specifically releases and discharges SOO from any and all past, present or future obligations or liabilities of any and all kinds in respect of the Assets or their use or present state or condition.

Title to the Assets shall remain with SOO until it has received the Purchase Price. All risk in the Assets shall pass to the Buyer from the effective date of this Sale Agreement.

3. Payment.

Payment Terms for invoice sales: 15 days from invoice date. Service charge of 1% per month (12% per annum) will apply on overdue accounts.

4. Collection of Assets. The parties agree that:

a) Buyer shall collect and transport the Assets from SOO's premises at the Buyer's sole cost, which shall be no later than July 02, 2026 (the "**Removal Date**").

b) Buyer shall coordinate removal with SOO's designated representative: Alan Koehler at 612-401-8982.

c) Buyer and its personnel shall only be permitted to enter upon SOO's premises after reasonable notice to, and in cooperation with SOO's designated representative. Such access shall be solely for the purpose of removal of the Assets described above. Buyer shall be solely responsible for ensuring its own safety and health, as well as the safety and health of its personnel while on SOO's premises, and for

ensuring that its activities do not compromise the safety of SOO's operations. Buyer shall utilize safe practices at least as stringent as those set out in SOO's safety requirements which are available for viewing at: <https://www8.cpr.ca/snpevweb/Snp/html/SafetyRegulations.html> . Buyer agrees to fully comply with all local, state, and federal laws and regulations applicable to the purchase and removal of the Assets.

d) In the event that Buyer has paid the Purchase Price, but not collected the Assets by the Removal Date, a storage fee of \$75.00 (Cdn) per day may apply after this date for a period of thirty days. After thirty days, SOO reserves the right to:

- i) refund the Purchase Price to Buyer, (less any accumulated storage and administration fees) and immediately terminate this Sale Agreement, in which event SOO shall not have any further liability whatsoever to Buyer; and
- ii) pursue any additional remedies against the Buyer available at law or equity.

5. Taxes. The Buyer agrees with SOO to:

- a) assume responsibility for, be liable for and pay all federal, state, local, foreign and other taxes, charges, fees, duties, levies, imposts, customs or other assessments, GST, PST, HST and all sales, use, transfer, stamp, recording, value added or similar taxes and assessments resulting from the sale of the Assets (collectively, "**Taxes**");
- b) supply at the time of payment, all the Buyer's tax licence and/or registration numbers that are applicable to the purchase of the Assets, together with a copy of the waybill or like document evidencing final delivery destination(s) of the Assets, if the Assets are to be transported away from the location at which they will be situated at the time of purchase; and
- c) indemnify and hold harmless SOO and its successors and assigns from and against any and all claims, demands, assessments, deficiencies, liabilities, costs, and expenses (including reasonable legal fees and other costs and expenses of SOO incident to the defence of same) that are caused by, arise out of, or result from any liability for the payment or collection of any Taxes (including applicable penalties and interest) attributable to the sale of the Assets.

6. Indemnity and Waiver. The Buyer,

- a) hereby releases SOO from any liability arising out of any entry on to or use of SOO's premises by the Buyer in connection with this transaction and shall make no claim or demand against SOO in respect of any injury (including death), claim by any person whatsoever, expense, loss or damage to property suffered or sustained by the Buyer or any other person which arises out of or is connected with this transaction or the Assets in any manner whatsoever, and hereby waives as against SOO all such claims and demands;
- b) shall be liable to SOO for and shall indemnify and save harmless SOO from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by SOO that arise out of, result from, are based upon or are in any way connected with this transaction (including without limitation the storage, removal and use of the Assets). The foregoing liability, indemnification and hold harmless provisions shall apply to anything done or not done in connection with this transaction and by whomsoever made, regardless of whether it was caused by the negligence of the Buyer.

7. Governing Law. This Sale Agreement shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the choice of law principles of the Province of Alberta or of any other jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any part of the transaction contemplated by this

Agreement.

8. Language Laws (Quebec): The parties have requested and agreed that this Sale Agreement be drafted in the English language. Les parties au presentes ont demande que le present Contrat soit redige dans la langue anglaise.

9. Entire Agreement. This Sale Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all previous such arrangements and neither of the parties shall be bound by any warranties or representations in respect of such subject matter other than those expressly provided for or referred herein.

10. Counterparts. The parties may execute this Sale Agreement by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date first written above.

SOO LINE RAILROAD COMPANY

By: _____
Name: Hardeep Singh
Title: Specialist Asset Disposal

THE CITY OF SAINT PAUL

By: _____
Name: Joe Harney
Title: Director of the Office of Financial Services

By: _____
Name: Greg Duren
Title: Interim Chief, Saint Paul Fire Department

APPROVED AS TO FORM

By: _____
Name: Libby Kantner
Title: Assistant City Attorney