

PLAZA LICENSE, OPERATIONS AND MAINTENANCE AGREEMENT

This Plaza License, Operations and Maintenance Agreement (hereinafter, the "Agreement") is made and entered into as of the 2nd day of August, 2023 (the "Effective Date") by and among the following parties (each a "Party" and collectively the "Parties"):

ECOLAB USA INC., a Delaware corporation (hereinafter, "Ecolab");

City of Saint Paul, a municipal corporation of the state of Minnesota (hereinafter, "City").

RECITALS

WHEREAS, Ecolab is fee owner of certain real property situated in the City, commonly known as Ecolab Global Headquarters and legally described in Exhibit A (hereinafter, "Ecolab Global Headquarters"); and

WHEREAS, City operates and owns certain real property situated in the City for public right-of-way and utility purposes which are commonly known as St. Peter Street, Ecolab Place, and Hamm Plaza, legally described in Exhibit B-1 attached hereto and individually identified therein and which may be collectively or individually described for the purposes of this Agreement as "City Property"; and

WHEREAS, Ecolab desires to make certain aesthetic physical improvements to a portion of the City Property depicted on Exhibit B-2 attached hereto (the "Plaza Parcel"), which improvements shall be for the benefit of the City, the public, and the Ecolab Global Headquarters, all of which shall be referred to herein as the "Project"; and

WHEREAS, the Project is principally one to improve the entry to the Ecolab Global Headquarters; and

WHEREAS, to facilitate Ecolab's construction of such improvements, the City is willing to grant Ecolab a license to install, develop, operate, maintain, replace and remove certain improvements (the "Improvements") as part of the construction and development of the Plaza Parcel ("the Plaza"); and

WHEREAS, the Parties agreed to enter into this Agreement to better define the rights and obligations of each Party as they relate to the Plaza and the Improvements in the Plaza; and

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound thereby, Ecolab and the City hereby agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to establish the rights and obligations of the Parties, allocate the responsibility of each Party, and to coordinate the installation, operation, maintenance, repair, replacement or removal of the Improvements to-be-installed as part of the Project, which Improvements are generally identified in the Site Plan attached hereto as Exhibit C. This Agreement supplements but does not otherwise modify any legal obligations of Ecolab regarding its compliance with other City ordinances and regulations which pertain to the Ecolab Global Headquarters.

ARTICLE 2 - DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Above Standard Design" means any aspect of the Improvements that are above the standard designs of the City.

"Agreement" means this License, Operations and Maintenance Agreement by and between Ecolab and the City, as the same may be amended, modified or supplemented in writing from time to time.

"Maintenance Plan" means a plan prepared by Ecolab for review and approval by the City describing an operational plan for (i) maintaining the appearance and functionality of certain aspects of the Project in a manner consistent with this Agreement and (ii) coordinating with the City on its operations and duties regarding the Infrastructure Elements.

"City" shall have the meaning provided above.

"City Approved Plan" means any plan approved by the City for the development, installation, operation, maintenance, repair, replacement or removal of Improvements and Infrastructure Elements made in connection with the Project by Ecolab within the Plaza, including the Ecolab Plaza Renovation Plan Sheets.

"City Property" shall have the meaning provided in the recitals above.

"Construction Limit Line" means that certain line appearing on the Ecolab Plaza Renovation Plan Sheets and labeled as such, which delineates the exterior boundary line of the Plaza, within which Ecolab shall do the construction work.

"Ecolab Plaza Renovation Plan Sheet" means any of the following plan sheets originally dated 05-08-2023 and subsequently revised, prepared by BWBR Architects in consultation with Loucks or in consultation with Dunham, submitted to and approved by the City, in which the components of various Improvements and Infrastructure Elements are detailed and described. The standards and conditions set forth in each Ecolab Plaza Renovation Plan Sheet are hereby incorporated into this Agreement by reference:

- EXISTING CONDITIONS 200.EX
Attached hereto as Exhibit D
- SITE DEMOLITION PLAN 210.SD
Attached hereto as Exhibit E
- SITE PLAN 220.SP
Attached hereto as Exhibit F
- TURNING MOVEMENTS 221.CS
Attached hereto as Exhibit G
- HARDSCAPE PLAN 222.HP
Attached hereto as Exhibit H
- SIGNAGE PLAN 223.HP
Attached hereto as Exhibit I
- UTILITY DIMENSTIONS 241.CU
Attached hereto as Exhibit O
- CIVIL DETAILS 250.CD
Attached hereto as Exhibit P
- CIVIL DETAILS 251.CD
Attached hereto as Exhibit Q
- LANDSCAPE PLAN 320.LP
Attached hereto as Exhibit R
- LANDSCAPE DETAILS 350.LD
Attached hereto as Exhibit S
- ELECTRICAL TITLE SHEET 900
Attached hereto as Exhibit T

- GRADING AND DRAINAGE PLAN 230.CG
Attached hereto as Exhibit J
- CURB PROFILES 231.CG
Attached hereto as Exhibit K
- STORM WATER POLLUTION PREVENTION
PLAN 232.SW
Attached hereto as Exhibit L
- SWPPP NOTES & DETAILS 233.SW
Attached hereto as Exhibit M
- UTILITY PLAN 240.CU
Attached hereto as Exhibit N
- ELECTRICAL SITE DEMOLITION PLAN 900.D
Attached hereto as Exhibit U
- ELECTRICAL SITE PLAN 900.SP
Attached hereto as Exhibit V
- SITE PHOTO METRIC PLAN 901.SP
Attached hereto as Exhibit W
- ELECTRICAL DETAILS 950
Attached hereto as Exhibit X

"Ecolab" shall have the meaning provided above.

"Improvement" means all improvements, including capital improvements, modifications, replacements or additions made to the Plaza, including to the Infrastructure Elements, that are constructed by Ecolab, as identified in the Ecolab Plaza Renovation Plan Sheets.

"Infrastructure Element" means any existing element, system or feature of City or public infrastructure identified in any City Approved Plan and relating to the Plaza, including any City or public infrastructure that may be removed and reinstalled, or removed and constructed or reconstructed as a part of the Project.

"License" shall have the meaning provided in Section 3.1 below.

"Perceived Right of Way Line" means those certain rights of way depicted on the Ecolab Plaza Renovation Plan Sheets and that are City Property.

"Plaza" shall have the meaning provided in the recitals above.

"Project" shall have the meaning provided in the recitals above.

"SPRWS" means Saint Paul Regional Water Services.

"St. Paul City Standard Design" or "Standard Design" means an Infrastructure Element which meets or is otherwise consistent with City operational or design standards or any Infrastructure Element, existing or constructed in association with the Project, which complies with the City's current infrastructure element design standards.

"Term" shall have the meaning provided in Section 3.3 below.

ARTICLE 3 - GRANT OF LICENSE; APPLICABILITY AND TERM

- 3.1. Grant of License and Naming Rights. For the Term of this Agreement, the City hereby grants Ecolab (a) a license (the "License") to access construct, install, develop, operate, maintain, replace and remove the Improvements on the Plaza Parcel, and (b) the right to name the Plaza "Ecolab Plaza", subject to any rights to name the Plaza Parcel granted in that certain Deed recorded in the Ramsey County Recorder's Office in Book 1647, Page 669, that certain City Council Resolution for the City of Saint Paul, Resolution No. 193299 dated July 28, 1959, and that certain City Council Resolution for the City of Saint Paul, Resolution No. 193861 dated September 4, 1959.
- 3.2. Applicability. The construction, installation, and development of the Project shall consist of the Improvements shown on Exhibit C attached hereto and by this reference incorporated herein. This Agreement applies to all of the Project.
- 3.3. Term. The "Term" of this Agreement shall commence as of the Effective Date and continue until the earlier of (a) the date that Ecolab neither owns nor possesses the Ecolab Global Headquarters, or (b) the date both Parties mutually agree in writing to terminate this Agreement.
- 3.4. Improvements at Termination. Upon the expiration of the Term or earlier termination of this Agreement, the City and Ecolab shall work to determine which, if any, Improvements the City will request Ecolab remove at the end of the Term. Notwithstanding the foregoing, Ecolab shall have no obligation to remove such Improvements from the Plaza that would be classified as "fixtures" including but not limited to: concrete, cement, or asphalt structures; benches; and City standard street lighting.

ARTICLE 4 - OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF IMPROVEMENTS AND INFRASTRUCTURE ELEMENTS

- 4.1. Purpose. The purpose of Article 4 is to specify the responsibilities of each Party for certain operations, maintenance, repair and replacement obligations relating to the Improvements and Infrastructure Elements within the Construction Limit Line.
- 4.2. Obligations during Construction Period.
- (A) Ecolab obligations during Construction Period:
1. During the construction period of the Project (the "Construction Period"), Ecolab agrees to install and maintain such temporary improvements as are necessary for the construction of the Improvements, including temporary fencing and signage.
 2. During the Construction Period, Ecolab shall comply with and abide by:
 - (a) The requirements and conditions specified under "City of St. Paul Notes" as set forth in Ecolab Plaza Renovation Plan Sheet "EXISTING CONDITIONS 200.EX," attached hereto as Exhibit D;
 - (b) The "Site Demolition Notes" and "Demolition Legend" set forth in Ecolab Plaza Renovation Plan Sheet "SITE DEMOLITION PLAN 210. SD," attached hereto as Exhibit E;

(c) The "Site Notes" and "Signage and Striping Notes" set forth in Ecolab Plaza Renovation Plan Sheet "SITE PLAN 220.SP," attached hereto as Exhibit F;

(d) The standards and condition set forth under Ecolab Plaza Renovation Plan Sheet "HARDSCAPE PLAN 222.HP," attached hereto as Exhibit H, and the "Paving Schedule," "Precast Schedule," and "Hardscape Plan Notes" shown thereon;

(e) The standards and condition set forth under Ecolab Plaza Renovation Plan Sheet "SIGNAGE PLAN 223.HP," attached hereto as Exhibit I, and the "Site Notes" and "Signage and Striping Notes" shown thereon; and

(f) The requirements and conditions specified under "Grading, Drainage & Erosion Control Notes" set forth in Ecolab Plaza Renovation Plan Sheet "GRADING AND DRAINAGE PLAN 230.CG," attached hereto as Exhibit J, as well as the "City Comments" listed thereon;

3. During the Construction Period, Ecolab shall construct:

(a) The Improvements required of Ecolab to meet the standards and condition set forth in Ecolab Plaza Renovation Plan Sheet "STORM WATER POLLUTION PREVENTION PLAN 232.SW," attached hereto as Exhibit L, and to comply with and abide by "SWPPP Notes" 1 through 24 set forth in "SWPPP NOTES & DETAILS 233.SW," attached hereto as Exhibit M;

(b) The Improvements required of Ecolab by Ecolab Plaza Renovation Plan Sheet "UTILITY PLAN 240.CU," attached hereto as Exhibit N, in conformance with the requirements and conditions set forth under "Utility Notes" in "UTILITY PLAN 240.CU" and as further described on "CIVIL DETAILS 250.CD," attached hereto as Exhibit P and on "CIVIL DETAILS 251.CD," attached hereto as Exhibit Q;

(c) The Improvements required of Ecolab and shown on Ecolab Plaza Renovation Plan Sheet "LANDSCAPE PLAN 320.LP," attached hereto as Exhibit R, in conformance with the requirements and conditions set forth under "LANDSCAPE INSTALLATION" and the "PLANT SCHEDULE" shown on "LANDSCAPE PLAN 320.LP" and as further described on "LANDSCAPE DETAILS 350.LD," attached hereto as Exhibit S;

(d) The Improvements required of Ecolab shown under Ecolab Plaza Renovation Plan Sheet "ELECTRICAL TITLE SHEET 900," attached hereto as Exhibit T, and accompanying "ELECTRICAL SITE DEMOLITION PLAN 900.D," attached hereto as Exhibit U, "ELECTRICAL SITE PLAN 900.SP," attached hereto as Exhibit V, "SITE PHOTO METRIC PLAN 901.SP," attached hereto as Exhibit W, and "ELECTRICAL DETAILS 950," attached hereto as Exhibit X, and in accordance with the standards and conditions noted under "LIGHT FIXTURE SCHEDULE-SITE (900)," "GENERAL NOTES," and "KEY NOTES" listed on "ELECTRICAL SITE DEMOLITION PLAN 900.D," and "ELECTRICAL SITE PLAN 900.SP," and the "ELECTRICAL DETAILS" listed on "ELECTRICAL DETAILS 950."

(B) City Obligations during Construction:

1. City agents or City-hired contractors shall remove and salvage the existing City light poles located in the Plaza; and

2. Regarding those signal poles located in the Plaza, City agents or City-hired contractors will remove the existing signal poles and reinstall the signal poles after sidewalk construction is complete.

3. If it is determined that a temporary traffic control system is needed during the Construction Period, City agents will work with City contractors or contractors hired by the City to establish such temporary traffic control system.

4.3. Installation, maintenance, and cost obligations related thereto. The following Improvements and Infrastructure Elements shall be constructed or otherwise installed as part of the Project by the Party listed:

PLAZA OBLIGATIONS TABLE					
Addition	Installation Party	Installation Cost Party	Maintenance Party	Maintenance Cost Party	Construction Standard
Globe Pedestrian Lighting referred to as follows: <ul style="list-style-type: none"> "LT-02" lighting on the SITE PLAN 220.SP; and "Globe" on the ELECTRICAL SITE PLAN 900.SP 	Ecolab (Existing street lights will be removed, and reinstalled, Ecolab will install the base and the poles)	City, except that Ecolab will pay the cost of reinstalling the poles into the bases once bases are complete	City	City	Standard Design
Column Pedestrian Lighting referred to as follows: <ul style="list-style-type: none"> "LT-01" lighting on the SITE PLAN 220.SP; and "CP1" on the ELECTRICAL SITE PLAN 900.SP 	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Metro Transit Stop	Metro Transit	Metro Transit	Metro Transit	Metro Transit	Standard Design

PLAZA OBLIGATIONS TABLE					
Addition	Installation Party	Installation Cost Party	Maintenance Party	Maintenance Cost Party	Construction Standard
Landscaping	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Plant beds	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Seat wall and other seating	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Hanging Baskets, if any	City	City	City	City	Standard Design
Plantings or banners installed by Ecolab, if any	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Decorative Pavement	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Flag pole	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Sanitary Sewer	No Changes	No Changes	City	City	Standard Design
Plaza Drainage and Plaza Piping	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Storm Water Management System	No Changes	No Changes	City	City	Standard Design
"P-11, P-12, P-13" Concrete paving as described on HARDSCAPE PLAN 222.HP	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Precast Schedule items WL-01, WL-02 and CB-01	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Streets within the Perceived Right of Way Line (including Street Pavement Markings)	N/A – presently existing	N/A – presently existing	City	City	Standard Design

PLAZA OBLIGATIONS TABLE					
Addition	Installation Party	Installation Cost Party	Maintenance Party	Maintenance Cost Party	Construction Standard
New curbing along 1 Ecolab Place	Ecolab	Ecolab	Ecolab	Ecolab	Above Standard Design
Curbs and gutters	N/A – presently existing	N/A – presently existing	City	City	Standard Design
Traffic lights, traffic control devices, and traffic control signage (Stop Signs, Street Parking Signage, Snow Emergency Signage, etc.).	City	City	City	City	Standard Design
All signs shown on "SIGNAGE PLAN 223.HP"	City	City	City	City	Standard Design
Sidewalks within the Perceived Right of Way Line	N/A – presently existing	N/A – presently existing	City	City	Standard Design

(A) The terms in the Obligations Table above shall have the following meanings:

1. "Addition" means any Improvement and Infrastructure Element related to the Project.
2. "Installation Party" means that Party that shall be responsible for constructing, installing, or otherwise modifying an existing Plaza element to conform to the Ecolab Plaza Renovation Plan Sheets; and if no installation or revision is required to such existing Addition, "N/A" or "No Changes" shall be used.
3. "Installation Cost Party" means that Party paying for installation, construction, and modification costs related to such addition and all costs related thereto including labor and materials; and if no installation or revision is required to such existing Addition, "N/A" or "No Changes" shall be used.

4. "Maintenance Party" means that Party that shall be responsible for doing such work and taking such actions for the operation, maintenance, repair, and replacement of such Addition.

5. "Maintenance Cost Party" means that Party that shall be responsible for paying for maintenance costs and costs related thereto including labor and materials.

6. "Construction Standard" shall mean either the Standard Design or Above Standard as defined in Article 2.

7. "Metro Transit" means the transportation resource for the Twin Cities, which is an operating division of the Metropolitan Council and is located at 560 Sixth Avenue North, Minneapolis, MN 55411.

(B) Anything not otherwise specified above shall be the responsibility and cost obligation of the City to install and maintain, as applicable, subject to the Mediation and Arbitration process described in subsection (C) below.

(C) Dispute Resolution Process Regarding Costs Required Under Section (B).

1. *Attempt to Resolve by Mutual Agreement.* If the Parties disagree as to who is responsible for paying any cost required under Section (B) (the "Disputed Payment Obligation"), the Party who disagrees with the Disputed Payment Obligation ("Disputing Party") will, within 20 days after receipt of the statement showing the Disputed Payment Obligation, or otherwise becoming aware of the Disputed Payment Obligation issue, notify the other Party of the disagreement. The Parties will attempt to resolve the Disputed Payment Obligation disagreement by mutual agreement within 30 days after receipt by the other Party of notice of the disagreement. Each Party agrees that someone holding a director or executive level position or higher within each of the City and Ecolab respectfully will attempt to resolve the disagreement by mutual agreement within this time period and such persons will meet in person or over video call at least twice during such period to attempt to resolve the dispute.

2. *Attempt to Resolve by Mediation.* If the Parties cannot resolve the Disputed Payment Obligation issue within such time, the Parties will attempt in good faith to resolve the issue by non-binding mediation for a period of at least 60 days. The Parties will select a mediator who is a commercial real estate professional with at least 10 years' experience in the relevant areas. The mediation will be in accordance with the rules established by the American Arbitration Association ("Arbitration and Mediation Rules"). After consultation with the Parties and their counsel, the mediator will schedule a mediation conference at a reasonable time and place within the time limits prescribed by this Section 4.3(C). Each Party and its primary counsel will attend the mediation conference. If either a Party or its primary legal counsel fails to attend the mediation conference, that Party will be liable for every other party's reasonable cost of attending the mediation conference, including the mediator's fee and the other Party's attorneys' fees and costs. Except as provided in the preceding sentence, the Parties shall share equally the costs of mediation, including the fees of the mediator. If the Parties reach a mutually acceptable settlement of the Disputed Payment Obligation issue during the mediation, they shall record the settlement in a written settlement agreement that will be binding on both Parties. Neither Party shall terminate the mediation unless each has

participated (or been afforded an opportunity to participate) in the mediation and are unable to agree on a settlement.

3. *Binding Arbitration.* If a dispute is not resolved pursuant to mediation within 60 days after the initiation of the mediation, the Parties will submit the dispute to binding arbitration which shall take place in Ramsey County, MN. The proceeding shall be conducted pursuant to the Arbitration and Mediation Rules, and to the extent possible, under rules which provide for an expedited hearing. The filing fee for the arbitration shall be paid by the Party filing the arbitration demand, but the arbitrator shall have the right to assess or allocate the filing fees and any other costs of the arbitration as a part of the arbitrator's final order. The arbitration shall be binding and final, and either Party shall have the right to seek judicial enforcement of the arbitration award. All arbitration hearings will be commenced within 90 days of the demand for arbitration.

4.4. Above Grade Versus Below Grade Additions. Ecolab shall be responsible for such Additions as designated in the Plaza Obligations Table, but for clarity and not in limitation of the foregoing, Ecolab shall have no obligations related to any improvements, additions, utilities, or anything else that exists in the Plaza below grade other than regarding the Plaza Drainage and Plaza Piping ("Below Grade Improvements and Utilities"). Such Below Grade Improvements and Utilities, other than as otherwise stated herein, shall be the sole obligation of the City to, without limitation, maintain, pay for, repair, and replace, excluding those Ecolab has agreed to maintain. Below Grade Improvements and Utilities include (i) the sanitary sewer system in the Plaza other than as stated herein and (ii) domestic water supply and lines and appurtenances related thereto other than the Plaza Drainage and Plaza Piping Ecolab has agreed to install.

4.5. Accessing Below Grade Improvements and Utilities. The City and its utility providers (the "Providers") shall have the right to access any and all Below Grade Improvements and Utilities, but shall use its best efforts to access such Below Grade Improvements and Utilities through the utility access points shown on the Ecolab Plaza Renovation Plan Sheets ("Intended Access Points"). If the City or the Providers access the Below Grade Improvements and Utilities by any means other than the Intended Access Points, and in so doing cause damage to any Improvement, the City shall, within ten (10) business days thereof, repair, or cause to be repaired, such damage done to the Improvements or the Plaza as a result of the City or the Providers accessing the Below Grade Improvements and Utilities by any method other than the Intended Access Points. Ecolab and the City agree to use reasonable efforts to notify the other regarding any work to be performed in the Plaza by or at the direction of Ecolab or the City, that would interrupt the other's ability to access the Below Grade Improvements or otherwise perform planned maintenance in the Plaza.

4.6. General City Responsibilities. The City will operate and manage the City Property and those portions of the Plaza as designated in the Obligations Table and in accordance with this Agreement, and will pay all costs and expenses related to the Project as indicated herein.

(A) Ecolab has agreed to install the certain Infrastructure Elements as shown in the Obligations Table above, but the City shall have the obligation to maintain, operate, repair, or replace the same, as well as the obligation to pay for the cost of purchasing, installing, constructing, and maintaining such improvements.

4.7. Utilities. During the Term of this Agreement, Ecolab shall pay the cost of those utilities related to the Project including electricity and water, to the extent not an obligation assigned to the City in the

Obligations Table. Ecolab shall have no obligation to pay for any utilities on any City Property other than relating to the Plaza as described herein.

4.8. City Additions after Effective Date. If the City desires to make revisions or changes in the Plaza after the Effective Date hereof, it shall notify and work with Ecolab to minimize disruption to the Improvements and if the City desires to move, remove, or otherwise disrupt any Improvement in relation thereto, the City shall, within 20 days of such movement, removal, or disruption, replace, reinstall, or otherwise restore the Improvements, or cause the Improvements to be replaced, reinstalled, or restored such that the Improvements are brought back to the state such Improvement was in immediately prior to the City's action, at the City's sole cost and expense.

4.9. Additional Ecolab Responsibilities.

(A) So long as this Agreement is in effect, Ecolab agrees, at its sole cost and expense, to perform the following specified upkeep tasks on the Plaza: removal of snow, ice, leaves, trash, debris, and weeds, maintenance including trimming and watering of shrubs, plants, and planters located in the Plaza.

(B) Ecolab will operate and manage the Project in accordance with this Agreement and will pay all costs and expenses related to the Project as indicated herein. Pursuant to this Agreement, Ecolab is responsible for maintaining those Additions for which it is responsible as designated in the Obligations Table in good condition, ordinary wear and tear excepted, and work with the City to establish an applicable Maintenance Plan.

(C) If Ecolab installs and agrees to maintain any Above Standard light poles within the Plaza, Ecolab is responsible for their operation, maintenance and life cycle replacement in accordance the applicable City requirements. Ecolab may arrange to hang baskets or banners from light poles located on City Property, provided Ecolab first obtains any required permits therefor from the City. Ecolab will not be required to comply with the City's permitting process regarding elements hung on light pole brackets that are not within City Property.

4.10. Permit Process. As many of the Additions will require maintenance in regular intervals and of similar scope, the City and Ecolab shall work together to establish a maintenance plan (the "Maintenance Plan") for those Additions for which Ecolab is the Maintenance Party, in which the Parties shall agree on the frequency, scope, and expectations related to the maintenance of such Additions. For such Additions to be included in the Maintenance Plan, the City agrees to grant Ecolab permits for the life cycle of such Addition to perform the responsibilities and obligations established in the Maintenance Plan. The Parties agree that if revision to the Maintenance Plan is required for any Addition included therein, the Parties shall work together to revise the same, and Ecolab shall be required to work with the City to obtain any permits that may be required in relation to such revision.

ARTICLE 5 - INDEMNIFICATION AND RELEASE

5.1. City Indemnification. Subject to the terms and conditions set forth in this Article 5, Ecolab shall indemnify, defend and hold harmless and releases the City from and against any and all claims, demands, actions, suits, judgments, losses, damages, expenses, penalties, fines, sanctions, court costs, litigation costs, and reasonable attorneys' fees (collectively referred to herein as "Claims") asserted against or incurred by the City, its successors, designees and assigns, by a third-party for (a) injuries to persons and/or entities (including, without limitation, loss of life) (b) damage, destruction or theft of property, or for any other losses or liabilities that may be sustained directly or indirectly by a third party due to the condition of any Additions to the Plaza that Ecolab is responsible for maintaining as provided in the

Obligations Table herein, or (c) a material breach of Ecolab's covenants or obligations under this Agreement relating to the Project.

5.2. Ecolab Indemnification. Subject to the terms and conditions set forth in this Article 5, the City shall indemnify, defend and hold harmless and releases Ecolab from and against any and all Claims asserted against or incurred by Ecolab, its successors, designees and assigns, by a third party for (a) injuries to persons and/or entities (including, without limitation, loss of life), (b) damage, destruction or theft of property, or for any other losses or liabilities that may be sustained directly or indirectly by a third party due to the condition of anything in the Plaza that the City is responsible for maintaining as provided in the Obligations Table herein, including any element of the Improvements affecting any of the Infrastructure Elements, or (c) a material breach of the City's covenants or obligations under this Agreement relating to the Project.

5.3. Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, neither Party is responsible to indemnify, defend or hold the other Party harmless for any Claim (whether direct or indirect) if such Claim arises out of (in whole or in part) the other Party's (a) negligence or willful misconduct, or (b) bad faith failure to materially comply with the obligations set forth in this Agreement.

5.4. Limited Waiver. Ecolab releases the City from and agrees to waive and discharge and covenants not to sue the City and its representatives, officials, attorneys and employees (collectively the "Released Parties") from all liability, claims, demands, losses and damages on account of injury, including death or damage to property, ("Damages") caused or alleged to be caused in whole or in part by the Released Parties arising from or related to the entry upon and use of the Infrastructure Elements by Ecolab and its customers, agents, business invitees, employees and contractors. Notwithstanding the foregoing, this waiver, release, discharge, and covenant shall in no way apply to any Damages arising from or related to the City's or the Released Parties' negligence or willful misconduct.

5.5. Limitation of Liability. Ecolab shall be liable for injury to persons or property related to the Improvements during the Term of the Agreement, but only to the extent such damage or injury is caused by Ecolab's negligence or wrongful acts. In no event shall either Party be liable for indirect, incidental, punitive, or consequential damages. Ecolab shall have no liability under any Environmental Law (hereinafter defined) arising out of or relating in any way to the Plaza Parcel occurring prior to the Effective Date of this Agreement or otherwise caused by any act other than an act by Ecolab or an act by a third party directly at Ecolab's instruction. "Environmental Law" means any federal, state, or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any hazardous material, (ii) pollution or protection of public health or the environment, or (iii) the manufacture, handling, transport, use, treatment, storage, or disposal of any hazardous materials.

ARTICLE 6 - INSURANCE.

6.1. Insurance requirements:

(A) Contractor(s).

1. All contractors who will perform work on the Project (the "Contractors") must carry insurance of the kind and in the amounts specified under the ordinance permit issued by the Department of Public Works for the City for the construction and development of Improvements on the Plaza and City Property, as applicable. The relevant insurance shall be maintained until the ordinance permit is discharged. The ordinance permit will be discharged

after final inspection of the Improvements and certification by the City that all Improvements were constructed in conformance with the Ecolab Plaza Renovation Plan Sheets. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractors must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operation" endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

(B) Subcontractors or Independent Contractor(s).

1. Should the City give written approval for Ecolab's Contractor(s) to utilize subcontractors or other independent contractors, each such subcontractor or independent contractor is required to have and maintain their own general liability, auto liability, and workers' compensation insurances that provide coverage for their own employees. Insurances shall be maintained until the ordinance permit is discharged.

(C) General Insurance Requirements

1. All policies, other than the policy for professional liability (errors and omissions), must be written on an occurrence basis or as acceptable to the City of Saint Paul. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the Project is approved, and the City has issued a notice to proceed.

3. City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services changes, if the costs of the Project are significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

ARTICLE 7 - MISCELLANEOUS OTHER PROVISIONS

7.1. Construction. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All provisions of this Agreement have been negotiated at arm's length, and this Agreement shall not be construed for or against any party by reason of the authorship of any provision hereof.

7.2. Employees. All employees of each Party and all persons engaged by each Party in the performance of any work or services required or provided for herein to be performed by each Party shall not be considered employees of any other Party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other Party.

7.3. Applicable Provisions of Law. The Parties agree to comply with applicable provisions of Minnesota state law, federal law, and any applicable local ordinances which shall be considered a part of this Agreement as though fully set forth herein.

7.4. Entire Agreement. It is understood and agreed that this Agreement and the Ecolab Plaza Renovation Plan Sheets contain the entire understanding of the Parties with respect to the subject matter hereof between the Parties and supersede all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

7.5. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the Parties.

7.6. Waiver. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by other Parties or of any other provision, term, condition, or covenant.

7.7. Governing Law. This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.

7.8. Liability. Subject to statutory and caselaw limitations, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the result thereof.

(A) Should any Party contract for the services required to be performed by such Party under this Agreement, then such Party shall require the following of its contractor(s) providing the contracted services:

1. The contractor shall save and protect, hold harmless, indemnify, and defend non-contracting parties, be they the City or Ecolab (for the purposes of this section, "Indemnitees") and their respective members, agents, and employees against any and all claims, expenses (including, but not limited to, legal expense paid or incurred to enforce the provisions of this Section), losses, damages, or lawsuits for damage or injury that are alleged to arise out of, result from, or attributable to, whether in whole or in part, to the contractor's work, including acts or omissions of its employees, subcontractors, representatives, or agents, or anyone else for whom contractor may be liable.

2. Contractor shall, and shall require its insurers to, waive any right of subrogation that may exist against Indemnitees.

7.9. Notices. Any notice or demand, which may or must be given or made by a Party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent via certified mail return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows, or delivered in person to the Parties as follows:

To the City: City of Saint Paul
Public Works Operations Engineer
891 North Dale Street
Saint Paul, MN 55103

City of Saint Paul
Office of Financial Services
Room 700 Ramsey County Courthouse
15 West Kellogg Boulevard
Saint Paul, MN 55103

City of Saint Paul Department of Safety and
Inspections (DSI)
375 Jackson Street Suite 220
Saint Paul, MN 55101-1806
Attn: David Hoban, david.hoban@ci.stpaul.mn.us

With a copy to: Office of the City Attorney
City Hall, Room 400
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: Public Works Attorney

To Ecolab Ecolab USA Inc.
1 Ecolab Place
Saint Paul, MN 55202-2233
Attn: Katie Roek, Associate General Counsel

Ecolab USA Inc.
1 Ecolab Place
Saint Paul, MN 55202-2233
Attn: Director of Facilities and Real Estate

With a copy to: Stinson LLP
50 South Sixth Street, Ste. 2600
Minneapolis, MN 55402
Attn: Todd M. Phelps

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run three (3) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

7.10. Contract Administration. To coordinate the activities of the Parties as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the Parties:

City of Saint Paul:

City of Saint Paul
Office of Financial Services
Room 700 Ramsey County Courthouse
15 West Kellogg Boulevard
Saint Paul, MN 55103

City of Saint Paul
Public Works Operations Engineer
891 North Dale Street
Saint Paul, MN 55103

City of Saint Paul Department of Safety and
Inspections (DSI)
375 Jackson Street Suite 220
Saint Paul, MN 55101-1806
Attn: David Hoban, david.hoban@ci.stpaul.mn.us

Ecolab:

Ecolab USA Inc.
1 Ecolab Place
Saint Paul, MN 55202-2233
Attn: EVP and General Counsel

Ecolab USA Inc.
1 Ecolab Place
Saint Paul, MN 55202-2233
Attn: Director of Facilities and Real Estate

7.11. Availability of Financial Records. The Parties agree that each Party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, may have access to and the right to examine and review books, documents, papers, or records directly relating to the Project and the Plaza, which are pertinent to the accounting practices and procedures of the other Party hereto. The Parties agree to establish and maintain project budget accounts and records in accordance with generally accepted accounting principal and practices.

7.12. Data Privacy. The Parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

7.13. Recitals. The Recitals are incorporated into and made part of this Agreement.

7.14. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which shall constitute one and the same instrument. An electronic signature or a signature transmitted by electronic means is deemed valid and effective as an original signature.

7.15. Assignment. This Agreement may not be assigned by any Party without the other Party's express written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

7.16. Memorandum of Agreement. After the execution of this Agreement, the Parties shall prepare and execute a Memorandum of Agreement (the "Memorandum"), to be recorded in the real property records of Ramsey County, Minnesota to provide notice of the terms hereof. Ecolab shall pay any costs of recording associated therewith.

7.17. Dispute Resolution. In the event of a dispute arising under this Agreement other than as stated above in Section 4.3(C), the Parties agree to attempt to resolve the dispute through negotiation prior to commencing litigation or pursuing any remedy available to them. Specifically, in the event of a dispute under this Agreement, prior to commencing litigation or pursuing any other remedy, a Party shall give the other Party notice of the dispute and for a period of thirty (30) days after notice is given, the Parties shall exchange all information relevant to the issues identified in the notice and shall use good faith efforts to attempt to resolve the dispute through negotiation. Such good faith efforts shall include, at a minimum, two (2) in person meetings of the Parties' authorized representatives, the first such meeting to be held in Saint Paul, Minnesota, at a place and time designated by the City, reasonably convenient to the Parties, and the second such meeting to be held in Saint Paul, Minnesota, at a place and time designated by Ecolab, reasonably convenient to the Parties. If, after having met twice as described above, the Parties are unable to resolve the dispute, then any Party may pursue any remedy under this Agreement or available at law or in equity.

7.18. Cooperation. The Parties agree to meet and confer periodically as necessary to discuss operations and maintenance issues and to explore opportunities to coordinate their activities and their respective operations to realize efficiencies, economies of scale, or to otherwise improve their respective uses, including, by way of example, the sharing of services or the reallocation of responsibilities based on actual usage.


7.19. Choice of law: Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. The Parties agree that all disputes shall be venued in and consent to personal jurisdiction in Ramsey County, Minnesota. Ecolab and the City hereby waive trial by jury for any litigation arising out of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

**SIGNATURE PAGE
TO
LICENSE, OPERATION AND MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

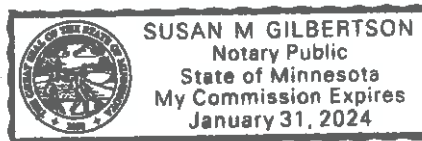
ECOLAB USA INC.

By: 
Name: BRIAN HOLMES
Title: VP GLOBAL REAL ESTATE AND FACILITIES

STATE OF MINNESOTA)
)SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 2nd day of August, 2023 by Brian Holmes, the Vice President of Ecolab USA Inc., a Delaware corporation, on behalf of the corporation. Real Estate & Facilities


Notary Public



**SIGNATURE PAGE
TO
LICENSE, OPERATION AND MAINTENANCE AGREEMENT**

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM

Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE ECOLAB GLOBAL HEADQUARTERS

Real property in Ramsey County, Minnesota, legally described as follows:

Parcel 1:

Lots 1 and 2, Block 1, St. Paul Companies, Inc. Headquarters.

Parcel 2:

Outlots D, E, F, G and H, St. Paul Companies, Inc. Headquarters.

EXHIBIT B-1

LEGAL DESCRIPTION OF THE CITY PROPERTY

EXHIBIT B-2

DEPICTION OF THE PLAZA PARCEL

EXHIBIT C

DEPICTION OF THE PROJECT

EXHIBIT D
EXISTING CONDITIONS
200.EX

[See attached]

EXHIBIT E
SITE DEMOLITION PLAN
210.SD

[See attached]

EXHIBIT F

**SITE PLAN
220.SP**

[See attached]

EXHIBIT G
TURNING MOVEMENTS
221.CS

[See attached]

EXHIBIT H
HARDSCAPE PLAN
222.HP

[See attached]

EXHIBIT I

**SIGNAGE PLAN
223.HP**

[See attached]

EXHIBIT J
GRADING AND DRAINAGE PLAN
230.CG

[See attached]

EXHIBIT K
CURB PROFILES
231.CG

[See attached]

EXHIBIT L

**STORM WATER POLLUTION PREVENTION PLAN
232.SW**

[See attached]

EXHIBIT M

**SWPPP NOTES & DETAILS
233.SW**

[See attached]

EXHIBIT N

**UTILITY PLAN
240.CU**

[See attached]

EXHIBIT O
UTILITY DIMENSTIONS
241.CU

[See attached]

EXHIBIT P

**CIVIL DETAILS
250.CD**

[See attached]

EXHIBIT Q

**CIVIL DETAILS
251.CD**

[See attached]

EXHIBIT R
LANDSCAPE PLAN
320.LP

[See attached]

EXHIBIT S

**LANDSCAPE DETAILS
350.LD**

[See attached]

EXHIBIT T

**ELECTRICAL TITLE SHEET
900**

[See attached]

EXHIBIT U

**ELECTRICAL SITE DEMOLITION PLAN
900.D**

[See attached]

EXHIBIT V

**ELECTRICAL SITE PLAN
900.SP**

[See attached]

EXHIBIT W
SITE PHOTO METRIC PLAN
901.SP

[See attached]

EXHIBIT X

**ELECTRICAL DETAILS
950**

[See attached]