

TERMINATION AND MUTUAL RELEASE AGREEMENT

This Termination Agreement and Mutual Release (the "Termination Agreement") is made as of this ____ day of _____, 2012 (the "Effective Date"), by and between the Port Authority of the City of Saint Paul, a body corporate and politic under the laws of the State of Minnesota, as successor in title to 3M Company, (the "Port"), and the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (the "City").

WHEREAS, the City and 3M Company ("3M") previously entered into that certain 3M Saint Paul Campus Operations and Maintenance Agreement ("O&M Agreement"), dated as of April 17, 2007 and recorded in the Ramsey County Recorder's Office and Registrar of Titles Office on May 25, 2007 as Document Nos. 4031590 and 2006069, respectively, which agreement establishes certain rights and obligations with respect to certain property located in the City of Saint Paul, County of Ramsey, as more particularly depicted by shading on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Port acquired from 3M and currently owns the portion of the Property depicted by shading on Exhibit B attached hereto (the "Port Property"); and

WHEREAS, the parties wish to mutually terminate the O&M Agreement as it relates to the Port and the Port Property as of the Effective Date of this Termination Agreement on the terms and conditions set forth herein, and mutually release any and all claims one party may have against the other arising out of the O&M Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Termination Of The Agreement.** The Port and the City mutually agree that the O&M Agreement, as it relates to the Port and/or the Port Property, is hereby now and forever irrevocably terminated, and is null and void with no further force or effect with respect to the Port or Port Property as of the Effective Date.

2. **Mutual Release Of Claims.**

a. The Port, on behalf of itself and each and all of its present or former officers, directors, affiliated entities or corporations, subsidiaries, divisions, partners, joint venturers, agents, attorneys, employees, representatives, successors, and assigns (collectively, the "Port Parties"), hereby fully, finally, forever and irrevocably releases and discharges the City and each and all of its present or former officers, directors, affiliated entities or corporations, subsidiaries, divisions, partners, joint venturers, agents, attorneys, employees, representatives, successors and assigns (collectively, the "City Parties") from any and all "Claims" (as defined in Section 2.c. hereof), that the Port Parties, or any of them, have had, now have, or hereafter can or will have against the City Parties, or any of them, for or by reason of any matter, cause or thing that is related in any manner to the O&M Agreement through and including the Effective Date, including but not limited to the City's act or failure to act under the O&M Agreement.

b. The City on behalf of itself and each and all of the City Parties hereby fully, finally, forever and irrevocably releases and discharges the Port Parties from any and all Claims, that the City Parties, or any of them, have had, now have, or hereafter can or will have against the Port Parties, or any of them, for or by reason of any matter, cause or thing that is related in any manner to the O&M Agreement through and including the Effective Date, including but not limited to the Port's act or failure to act under the O&M Agreement.

c. The term "Claims" shall include any and all claims, demands, agreements, contracts, covenants, reckonings, representations, warranties, promises, undertakings, actions, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, losses, injuries and liabilities, of whatever kind or nature, in law, equity or otherwise, present and future, whether known or unknown, suspected or unsuspected.

d. Each party assumes the full risk of discovery of, or more complete understanding of, any fact, event, law or thing whatsoever, material or otherwise, that if presently known or correctly and fully understood, would have affected this Termination Agreement or its execution. Accordingly, it is the parties' intention to, and the parties do hereby, fully, finally, forever and irrevocably relinquish all Claims, known and unknown, that heretofore existed, now exist, or may hereafter exist with respect to or in any way connected with the matters and Claims released herein.

3. **Integration.** This Termination Agreement represents the entire understanding between the parties with respect to its subject matter. This Termination Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties.

4. **Partial Severability.** The severability of any provision of this Termination Agreement will not impair or affect the validity of the remaining portions hereof, and this Termination Agreement will be construed as if such invalid provision had not been included herein.

5. **Modifications.** No modification, alteration or amendment of this Termination Agreement will be valid or binding unless in writing and signed by both parties. All of the terms and provisions of this Termination Agreement will be binding upon, will inure to the benefit of, and will be enforceable by and against the parties hereto and their respective successors and assigns. Nothing in this Termination Agreement, express or implied, is intended or will be construed to confer upon, or give to, any person, corporation or entity, other than the City Parties and the Port Parties, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this Termination Agreement are for the sole and exclusive benefit of such parties.

6. **Counterparts.** This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of the page intentionally left blank; signature pages to follow]

**THE PORT'S SEPARATE SIGNATURE PAGE
TO
TERMINATION AGREEMENT**

IN WITNESS WHEREOF, the Port enters into this Termination Agreement on the Effective Date set forth above.

PORT:

The Port Authority of the City of Saint Paul

(Signature)

Name: _____

Title: _____

STATE OF MINNESOTA)
) SS:
COUNTY OF RAMSEY)

The foregoing Termination Agreement was acknowledged before me this ____ day of _____, 2012, by _____, the Port Authority of the City of Saint Paul, a body corporate and politic under the laws of the State of Minnesota, on behalf of said body.

Notary Public

**THE CITY'S SEPARATE SIGNATURE PAGE
TO
TERMINATION AGREEMENT**

IN WITNESS WHEREOF, the City enters into this Termination Agreement on the Effective Date set forth above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor or Deputy Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, Mayor or Deputy Mayor, _____, Director, Office of Financial Services and _____, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

Notary Public

This instrument was drafted:
Leonard, Street and Deinard (ED)
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
(612) 335-1500

EXHIBIT A TO TERMINATION AGREEMENT

Depiction of Property

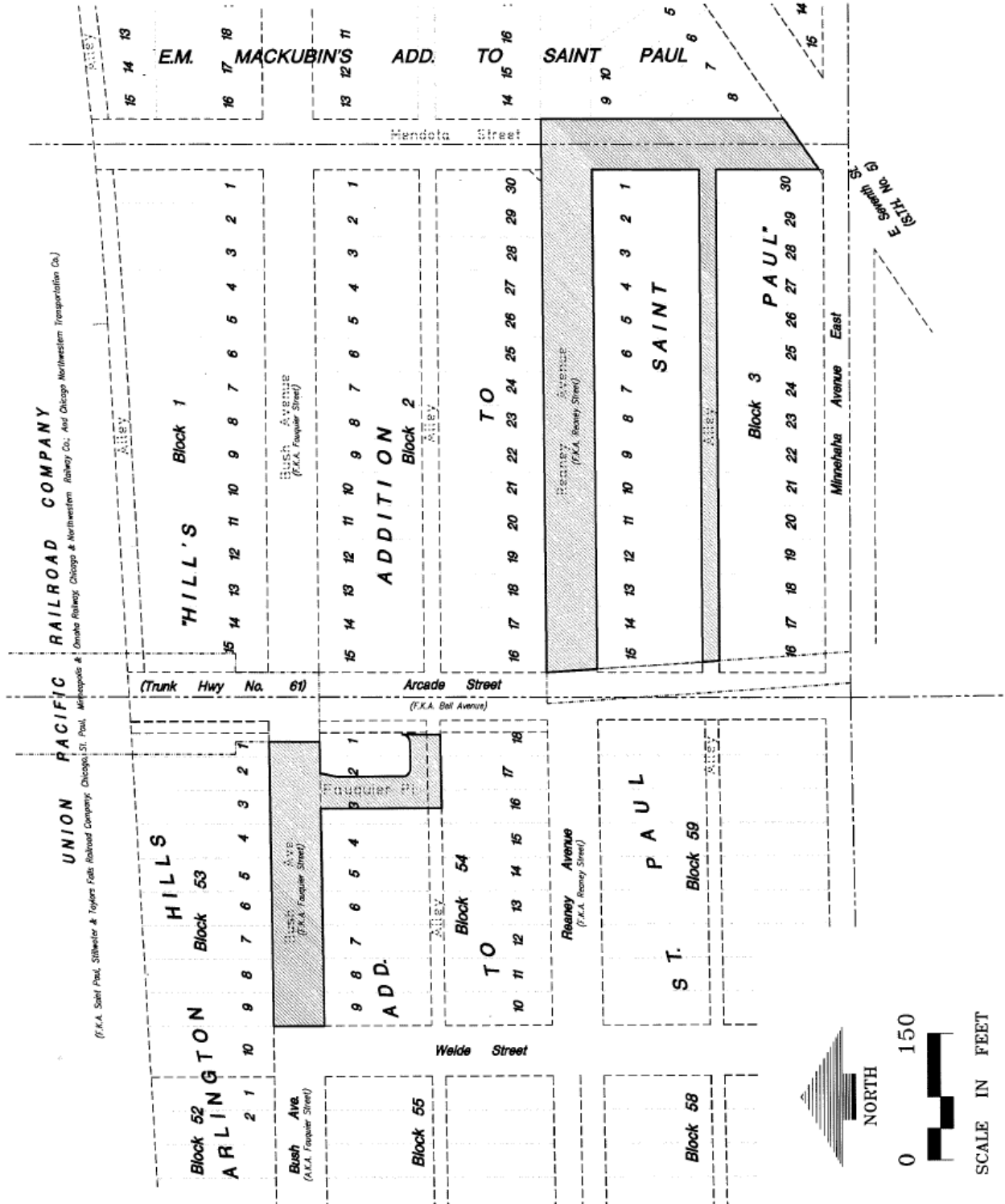


EXHIBIT B TO TERMINATION AGREEMENT

Depiction of Port Property

