

ASSIGNMENT OF MASTER LEASE AND SUBLEASE

This **ASSIGNMENT AGREEMENT** (the “**Agreement**”) is entered into this ____ day of October, 2024 (the “**Effective Date**”), by and between P & P Holdings, LLP, a Minnesota limited liability partnership (“**P&P**”), and the City of Saint Paul, a Minnesota municipal corporation and home-rule charter city (“**City**”). P&P and the City are sometimes collectively referred to herein as “parties” and individually as “party”.

RECITALS

WHEREAS, P&P and the City are closing on the sale of 60 West Sycamore Street, St. Paul, Minnesota 55117 (the “**Property**”) pursuant to the Purchase and Sale Agreement dated July 27, 2024; and

WHEREAS, P&P currently leases the Property to Transaxle LLC, a Delaware limited liability company (“**Transaxle**”), pursuant to the Master Lease dated June 1, 2020 (the “**Master Lease**”) which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, as part of the closing on the sale of the Property, P&P wishes to assign its right and obligations under the Master Lease to the City, and the City wishes to assume the same, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the assignment, the terms of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Assignment**

- a. P&P hereby grants, transfers, conveys, assigns, and sets over to the City its entire right, title, and interest in and to the Master Lease as “Landlord” and the rents and all other amounts payable thereunder and all other obligations, benefits, and advantages of P&P under the Master Lease, to the City for the remainder of the term of the Master Lease.
- b. P&P hereby affirms that to the best of P&P’s knowledge neither P&P nor Transaxle are in default under the Master Lease and that all payments due under the Master Lease as of the date herein have been made and that there are no other claimants to P&P’s interest in the Master Lease.
- c. The City hereby agrees to assume all obligations as “Landlord” under the Master Lease.

2. Indemnification.

- a. From and after the Effective Date, the City shall be responsible for its own acts and omissions, and those of its employees, agents, contractors, servants, or concessionaires in connection with (i) loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property, or occasioned wholly or in part by any act or omission of the City, its agents, contractors, employees, servants or concessionaires, and (ii) any breach of the terms of the Master Lease by the City as “Landlord.” Any liability of the Licensee shall be governed by Minnesota Statutes Chapter 466 and other applicable law and nothing herein shall be interpreted to be a waiver by the City of any immunities or limits on liability available to it under law.
- b. To the extent Transaxle or any third-party seeks to enforce any right to be indemnified, defended, or held-harmless by the City as “Landlord,” under Section 4.3(e), Section 8.1(b), or Section 15.11 of the Master Lease, P&P will indemnify, defend, and hold-harmless the City against any and all claims, demands, liability, or expense, including reasonable attorney’s fees, that the City would be obligated to indemnify, defend, or hold-harmless such enforcing party for under the Master Lease, to the extent such claims, demands, liabilities, or expenses are outside the scope of the City’s responsibility described in Section 2(a) of this Agreement. P&P’s obligations under this Section 2(b) shall not be increased or extended by, or apply to, any amendment, modification, extension, or renewal of the Master Lease.

3. Survival of Obligations

The obligations in Section 2 shall survive the termination of the Master Lease.

4. Successors, Assigns, and Affiliates

This agreement and all covenants herein shall be binding upon the Parties hereto and their respective successors, assigns, and affiliates.

5. Miscellaneous

- a. Time of the Essence. Time is of the essence of this Agreement.
- b. Waiver. No failure or delay of any party to enforce any term hereof shall be deemed to be a waiver.
- c. Jurisdiction. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Minnesota. The exclusive venue for any suit or action

arising out of this Agreement shall be the county in which the Property is located, without regard to inconvenience.

- d. Execution of Agreement. This Agreement may be executed in counterparts by ink or electronic signature. This Agreement shall not be deemed effective until Transaxle executes the “Sublandlord Consent” page attached to the Use Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, P&P, CT, and the City have executed and delivered this Agreement effective as of the Effective Date.

CT HOLDINGS, INC.
a Minnesota corporation

By: _____
Name: _____
Title: _____

P & P HOLDINGS, LLP
a Minnesota Limited Liability Partnership

By: _____
Name: _____
Title: _____

CITY OF SAINT PAUL
a Minnesota municipal corporation and
home-rule charter city

By: _____
Name: Jaime Tincher _____
Title: Deputy Mayor _____

By: _____
Name: John McCarthy _____
Title: Finance Director _____

By: _____
Name: Shari Moore _____
Title: City Clerk _____

Approved as to Form:

By: _____
Name: Sarah Sullivan _____
Title: Assistant City Attorney _____

DRAFT