

ASSIGNMENT RIDER

PORT AUTHORITY OF THE CITY OF SAINT PAUL, a Minnesota Municipality, to be addressed at 380 St. Peter St. #850, Saint Paul, Minnesota 55102 (hereinafter "Assignor") and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter "Railroad"), or their predecessors in interest, have heretofore entered into an agreement dated July 14, 1976, bearing Railroad's Audit Number 289127 (hereinafter "Basic Agreement") covering a sanitary sewer in an 8-inch pipeline and surface water in a 30-inch pipeline Crossing located at or near St. Paul, Minnesota.

Effective as of _____, _____, the Assignor does hereby sell, assign, transfer and set over, unto **THE CITY OF SAINT PAUL**, a Minnesota Municipality, to be addressed at 25 W. 4th St. 10th Floor, Saint Paul, Minnesota 55102 (hereinafter "Assignee") all of Assignor's right, title and interest in and to the Basic Agreement including any supplement or amendment thereto (if any).

The Assignee hereby accepts the above Assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in the Basic Agreement and any supplement or amendment thereto (if any) to be performed and observed by the Assignor and assumes all liabilities and obligations mentioned in the Basic Agreement and any supplement or amendment thereto (if any) to be assumed by the Assignor. Assignee represents and warrants to Railroad that Assignee has purchased and is the owner of all improvements located on, in or under the premises leased under the Basic Agreement.

The Railroad, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid Assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of the Basic Agreement, whether voluntary, by operation of law, or otherwise, without the prior consent in writing of the Railroad; and PROVIDED, FURTHER, that as between the Assignor and the Railroad, neither said Assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by Assignee, from the obligation to perform all of the covenants contained in the Basic Agreement or any supplement or amendment thereto (if any) to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement(s).

Executed this _____ day of _____, 20__.


UNION PACIFIC RAILROAD COMPANY

THE CITY OF SAINT PAUL

By: _____
Gregory Brigham
Director - Real Estate

By: _____
Title: _____
(Assignee)

**PORT AUTHORITY OF THE CITY OF
SAINT PAUL**

By: 
Title: Lee J. Krueger, President
(Assignor)