

## REINSTATEMENT OF AND SECOND AMENDMENT TO PURCHASE AGREEMENT

This REINSTATEMENT OF AND SECOND AMENDMENT TO PURCHASE AGREEMENT (“**Amendment**”) is made effective as of November\_\_\_\_, 2025 (“**Amendment Effective Date**”), by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (“**Seller**”) and Northern States Power Company, a Minnesota corporation (“**Purchaser**”).

WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement effective as of August 13, 2024, as amended by that certain Reinstatement of and First Amendment to Purchase Agreement dated February 25, 2025 (collectively, the “**Agreement**”) relating to certain real property located in the City of St. Paul, County of Ramsey, State of Minnesota (as more fully described in the Agreement, the “**Property**”);

WHEREAS, the Agreement automatically terminated pursuant to Section 6 thereof; however, neither Seller nor Purchaser intended the Agreement to terminate, and Seller and Purchaser mutually desire to revive the Agreement;

WHEREAS, the parties additionally wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Terms used in this Amendment and not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. The Agreement and all of its terms and conditions are hereby reinstated and are in full force and effect, amended only by the amendments thereto that are set forth in this Amendment.
3. Exhibit A attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment. All references to the “Property” in the Agreement, as amended, shall hereafter refer to the Property as described in the attached Exhibit A.
4. The legal description in Exhibit A attached to the form of Temporary Construction Easement Agreement provided in Exhibit D to the Agreement is hereby deleted and replaced with the following new description of the Benefitted Parcel:

*“The following described real property located in the County of Ramsey, State of Minnesota:*

*Lot 2, Block 2, Dayton’s Bluff RR Addition, according to the plat thereof.”*

In addition, the legal description in Exhibit B attached to such form of Temporary Construction Easement Agreement is hereby deleted and replaced with the following new description of the Temporary Easement Area:

*“The following described real property located in the County of Ramsey, State of Minnesota:*

*That part of Lot 1, Block 2, Dayton's Bluff RR Addition, according to the plat thereof, which lies westerly of Lot 2, Block 2, Dayton's Bluff RR Addition, and easterly of the westerly line of the existing bituminous path.*

*Containing 18,637 square feet or 0.42785 acres, more or less."*

5. The Inspection Period is hereby extended for a period of 90 days following the Amendment Effective Date.

6. Section 7(d) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 7(d):

*"d. Plat Approval and Other Approvals. As a condition to Purchaser's obligation to complete the Closing (as defined in Section 13 below), Purchaser shall have obtained all City of St. Paul, Ramsey County Regional Rail Authority, and Ramsey County Board of Commissioners approvals necessary to replat the Property within Dayton's Bluff RR Addition Plat and the authorization of Seller's conveyance of the Property to Purchaser."*

7. The first paragraph of Section 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

*"13. Closing. Provided that neither Party is in default of this Agreement and that all conditions to closing (including, but not limited to, the conditions set forth in Section 7(d) of the Agreement) have been satisfied or waived, the consummation (herein called the "**Closing**") of the purchase and sale of the Property shall take place no later than March 31, 2026, or such earlier date as the Parties may mutually agree upon ("**Closing Date**"). The Closing shall be held at the offices of the Title Company, except that in lieu of appearing at Closing, Seller and/or Purchaser may deposit with Title Company their respective closing deliveries, as described below, on or before the Closing Date with appropriate instructions for recording and disbursement consistent with this Agreement."*

8. Section 13(a)(1) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 13(a)(1):

*"1. Deed. A duly executed and acknowledged quitclaim deed conveying to Purchaser all of Seller's right, title and interest in and to the Property ("**Deed**"). The Deed shall also include, without limitation, Seller's assignment to Purchaser of all of Seller's right, title, and interest, if any, in and to those certain unrecorded BNSF Rail Company permits disclosed by Seller to Purchaser bearing Permit Nos. 80719 f/k/a Lease No. 221097, 80745, and 82417."*

9. All terms and conditions of the Agreement not expressly and specifically amended hereby shall remain in full force and effect as if this Amendment had not occurred. In the event of a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall govern. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment may be executed in one or more counterparts each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument.

*Signature page follows.*

IN WITNESS WHEREOF, Purchaser and Seller have executed or have caused this Amendment to be executed as of the day and year first above written.

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| <b>SELLER:</b><br>RAMSEY COUNTY REGIONAL RAILROAD<br>AUTHORITY                                                                                                                                                                                                                                                                             |                                                                                                                    |
| By: _____<br>Rafael E. Ortega, Chair<br>Ramsey County Regional Railroad Authority<br><br>By: _____<br>Jason Yang, Chief Clerk<br><br>Date: _____                                                                                                                                                                                           | <i>Recommended for Signature</i><br><br>By: <u>Jean Krueger</u><br>Jean Krueger<br>Director of Property Management |
|                                                                                                                                                                                                                                                                                                                                            | <i>Approved as to form:</i><br><br>By: <u>Kathleen Ritter</u><br>Assistant Ramsey County Attorney                  |
| <b>PURCHASER:</b><br>NORTHERN STATES POWER COMPANY, a<br>MINNESOTA corporation<br><br>By: <u>Peter D. Gitzen</u><br>Print Name: Peter D. Gitzen<br>Title: Senior Manager Siting & Land Rights, Xcel<br>Energy Services, Inc., an authorized agent for<br>Northern States Power Company, a Minnesota<br>corporation<br>Date: <u>11/6/25</u> |                                                                                                                    |

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

The following described real property located in the County of Ramsey, State of Minnesota:

Lot 2, Block 2, Dayton's Bluff RR Addition, according to the plat thereof.