

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
MINNESOTA SPORTS FACILITIES AUTHORITY
AND
MINNESOTA VIKINGS FOOTBALL STADIUM, LLC**

Original Effective Date: October 3, 2013

Amended and Restated Effective Date: October 3, 2013

Execution Date of Amended and Restated Development Agreement: November 22, 2013

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**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) is executed and delivered on the 22nd day of November 2013 and made effective as of October 3, 2013, (the “**Effective Date**”) by and between Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (the “**Authority**”), and Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company (the “**StadCo**”).

RECITALS

A. Minnesota Vikings Football, LLC, a Delaware limited liability company (the “**Team**”) holds, owns, and controls a professional football franchise which is a member of the National Football League.

B. In 2012, the Minnesota legislature, finding that the expenditure of public money for the construction, financing, operation, and long-term use of a multi-purpose stadium and related infrastructure as a venue primarily for the National Football League and a broad range of other civic, community, athletic, educational, cultural, and commercial activities serves a public purpose, enacted legislation (the “**Act**”) creating the Authority and authorizing the construction of a stadium and related stadium infrastructure in the City of Minneapolis, Minnesota.

C. The Minnesota legislature provided for the public financing of such stadium and related stadium infrastructure, with certain required private contributions and contributions by the Team, and for tax-exempt ownership of the stadium and related stadium infrastructure by the Authority.

D. On October 3, 2013, the Authority and the Team entered into that certain Development Agreement (the “**Original Agreement**”).

E. In connection with certain financing arrangements anticipated for the Stadium and Stadium Infrastructure, on November 22, 2013, the Team assigned the Original Agreement to StadCo pursuant to the certain Development Agreement Assignment and Assumption Agreement by and between the Team and StadCo, which assignment became effective as of October 3, 2013, (the “**Development Agreement Assignment**”) and for all purposes the Development Agreement Assignment was made effective (i) prior to any amendment of the Original Agreement, and (ii) concurrently with the assignment of the Stadium Use Agreement (defined below).

F. In order to incorporate certain technical corrections and supplement the Original Agreement, the Authority and StadCo enter into this Agreement to amend and restate the Original Agreement and, in so doing, the Original Agreement is superseded in its entirety so that all of the terms and conditions contained in this Agreement shall supersede and replace the terms of the Original Agreement. Upon execution and delivery of this Agreement the Original Agreement shall have no further force and effect. This Agreement shall in no way impact the

effectiveness of validity of the Development Agreement Assignment described above. The Team is joining in the execution of this Agreement for the limited purposes of (i) providing its acknowledgment and agreement (A) to the amendment and restatement of the Original Agreement, and (B) that it shall be bound to its continuing obligations under the provisions of this Agreement, and (ii) confirming and affirming its retained rights under the Development Agreement Assignment, which assignment is not affected or otherwise changed by the terms of this Agreement.

G. In furtherance of the purposes of the Act, the Authority and the Team concurrently entered into that certain Stadium Use Agreement dated October 3, 2013 (the “**Stadium Use Agreement**”), which was (i) assigned by the Team to StadCo on October 3, 2013, and (ii) is being concurrently amended and restated on November 22, 2013, by the Authority and StadCo to be effective as of October 3, 2013 (after giving full effect to the Team Assignment of the Stadium Use Agreement to StadCo), concerning the long-term use of the Stadium and related Stadium Infrastructure.

H. The Team and the Authority previously entered into that certain Preliminary Development Agreement dated December 7, 2012 (the “**Preliminary Development Agreement**”), as the same may be amended, modified or supplemented from time to time, to allow the Authority and the Team to, among other things, commence the planning, design, development, and preconstruction of the Stadium and related Stadium Infrastructure.

I. Upon the effectiveness of the Original Agreement, the Preliminary Development Agreement automatically terminated in accordance with **Section 1.3** of the Original Agreement; **provided, however**, that the survival provisions set forth in the Preliminary Development Agreement remained in full force and effect and binding upon the Authority and the Team in accordance with **Section 1.3** of this Agreement.

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 hereby, the Authority and the Team covenant and agree as follows:

AGREEMENT

ARTICLE 1

DEFINITIONS, RULES OF CONSTRUCTION AND PRELIMINARY DEVELOPMENT AGREEMENT

Section 1.1 Defined Terms.

Capitalized terms used in this Agreement shall have the meanings set forth in **Schedule 1.**

Section 1.2 Construction of Terms.

As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Where a consent or approval is required, it shall be deemed to also require that such consent to be in writing and provided prior to the action to be taken.

Section 1.3 Preliminary Development Agreement; Conflicting Terms.

The Parties hereby acknowledge and agree that this Agreement terminates the Preliminary Development Agreement; **provided, however**, that the rights and obligations of the Parties specified in Section 11.2 of the Preliminary Development Agreement survive its termination and remain in full force and effect and binding upon the Parties in accordance with Section 11.2 thereof. In the event of any conflict between the terms of this Agreement and the Preliminary Development Agreement, the terms of this Agreement shall govern and control in all respects.

ARTICLE 2
STADIUM DESIGN AND CONSTRUCTION GROUP

Section 2.1 Collaborative Effort.

Pursuant to Section 2.1 of the Preliminary Development Agreement, the Team and Authority established the Stadium Design and Construction Group (the “**SDC Group**”) to facilitate the collaborative effort between the Authority and the Team for the design and preliminary construction planning of the Project. The SDC Group shall continue under this Agreement to manage the design of the Project and oversee the construction of the Project as described in this Agreement. The SDC Group will be administered in accordance with the rules and procedures set forth in **Exhibit A** to this Agreement.

Section 2.2 Role of Stadium Design and Construction Group.

(a) Composition of SDC Group. The SDC Group shall be comprised of the two (2) Authority Representatives and the two (2) Team Representatives. The Authority Representatives and the Team Representatives shall serve as the lead representatives to the SDC Group for the Authority and the Team, respectively. Each Party has also designated Alternate Representatives with the authority to serve in place of, and with the authority of, such representatives if such representatives are not available to attend SDC Group meetings. Each Party may remove and replace its Representatives or Alternate Representatives (collectively, its “**Authorized Representatives**”) at any time, with or without cause and without the approval of any other Party, effective immediately upon written notice to the other Party. Each Party shall be responsible for the compensation and expenses of its Authorized Representatives. The SDC Group shall cause minutes of all SDC Group meetings to be prepared.

(b) SDC Chair. An Authority Representative appointed by the Authority will serve as chairperson of the SDC Group (“**SDC Chair**”). The role of the SDC Chair shall be

administrative in nature so as to facilitate the scheduling, conducting and documenting of meetings. The SDC Chair shall actively participate in discussions on all issues before the SDC Group and shall have the same voting rights as all other members of the SDC Group.

(c) Team Representatives. The Team has designated the Team Representatives and the Team Alternate Representatives as its agents and representatives authorized to act on the Team's behalf with respect to the Project. It is the responsibility of the Team Representatives to obtain timely, appropriate and adequate authority to act on the Team's behalf, including obtaining authority from the Team's governing body on issues described in this Agreement. The Team Representatives are the Team's exclusive representatives insofar as the SDC Group is concerned. All communications and submittals from the Team to the Authority or the SDC Group with respect to matters arising from the SDC Group shall be issued or made through the Team Representatives, unless the Team or the Team Representatives shall otherwise direct in writing. Only the signature on any document of the Team Representative or a Team Alternate Representative that is designated as the voting representative pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the Team.

(d) Authority Representatives. The Authority has designated the Authority Representatives and the Authority Alternate Representatives as its agents and representatives authorized to act on the Authority's behalf with respect to the Project. It is the responsibility of the Authority Representatives to obtain timely, appropriate, and adequate authority to act on the Authority's behalf including obtaining authority from the Authority board as described in of this Agreement or as otherwise required by Applicable Law. The Authority Representatives are the Authority's exclusive representatives insofar as the SDC Group is concerned. All communications and submittals from the Authority to the Team or the SDC Group with respect to matters arising from the SDC Group shall be issued or made through the Authority Representatives, unless the Authority or the Authority Representatives shall otherwise direct in writing. Only the signature on any document of the Authority Representative or an Authority Alternate Representative that is designated as the voting representative pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the Authority.

(e) Responsibilities of SDC Group Prior to Certification of GMP. Prior to the Certification of GMP (as defined in **Section 2.3(b)**), the SDC Group will manage the design and preconstruction of the Project and oversee the construction of the Project by performing the following responsibilities and finalizing applicable documents pursuant to this Agreement, including: (i) development of the Master Project Program; (ii) approval of commitments and expenditures under the Preliminary Project Budget; (iii) development of the Master Project Schedule; (iv) development of the Design Delivery Schedule under the Design Services Agreement; (v) development of the Master Project Budget and approval of commitments and expenditures under the Master Project Budget; (vi) recommendation of the boundaries of the Stadium Site; (vii) management and direction of the Architect in its preparation of the Conceptual Design Documents, Schematic Design Documents and Design Development Documents and delivery of other services pursuant to the Design Services Agreement; (viii) management and direction of the Construction Manager in its delivery of preconstruction and construction services pursuant to the Construction Services Agreement; (ix) development of the

Final Minimum Design Standards; (x) review and management of any claims under the Design Services Agreement and the Construction Services Agreement; (xi) review and comment on regular Project reports from the Stadium Developer, the Project Representative and/or the Construction Manager; (xii) determine compliance with the Act, this Agreement, the Master Project Program, the Preliminary Project Budget, the Master Project Budget, the Master Project Schedule, the final boundaries of the Stadium Site, the Design Services Agreement, the Construction Services Agreement, the Effective Date Minimum Design Standards and the Final Minimum Design Standards, Project contracts and commitments, and Applicable Laws; and (xiii) undertaking any other aspects of the Project where SDC Group oversight or responsibility is given under this Agreement.

(f) Responsibilities of SDC Group Following Certification of GMP. After the Certification of GMP, the duties of the SDC Group under **Section 2.2(e)** shall end and shall be limited to the provisions of this **Section 2.2(f)**, regarding review and approval (disapproval), before submittal to the Parties for approval, of any proposed revisions to the Final Minimum Design Standards, including Change Orders which effect the Final Minimum Design Standards. In addition, the SDC Group shall have the right to (i) review all Project reports from the Stadium Developer, the Project Representative, the Architect, and/or the Construction Manager; (ii) approval of the Construction Manager's cast in place construction program pursuant to the Construction Services Agreement; and (iii) monitor compliance with the Act, this Agreement, the Master Project Program (as consistent with the Construction Services Agreement), the maximum amount of the Master Project Budget, the Completion Date of the Master Project Schedule, the final boundaries of the Stadium Site, the Design Services Agreement, the Construction Services Agreement, the Final Minimum Design Standards, Project contracts and commitments, and Applicable Laws. Further, the SDC Group shall have the right to perform the following oversight functions, including making a recommendation to the Stadium Developer on such matters, but if the SDC Group is unable to agree upon such recommendation, the Stadium Developer shall have the ultimate decision making authority on such matters: (A) subject to **Section 8.1(g)** of this Agreement with respect to use of Owner's Contingency, Change Orders that involve an expenditure from the Owner's Contingency; and (B) value engineering proposals, that involve an expenditure from the Owner's Contingency, that do not affect the Final Minimum Design Standards.

Notwithstanding the foregoing, after the Certification of GMP the duties and responsibilities of the SDC Group shall remain unchanged (as if Certification of GMP had not taken place) with respect to (1) the negotiation of and recommendation with respect to execution of the Park Use Agreement as defined in Section 3.9 of the Stadium Use Agreement, (2) matters related to the so-called Downtown East (DTE) acquisition and integration into the Project, including budgetary matters, (3) the Vendor Contract Technology, Stadium Lighting, Stadium Mechanized Pivoting Doors, and Stadium Sponsored Signage design and procurement matters set forth in **Sections 5.1(b), 5.1(i) and 5.1(j)** of this Agreement, (4) review of and recommendation with respect to execution of contract(s) regarding development matters, including parking, with respect to the Ryan Construction development proposal, and (5) signage and other unfinished matters with respect to the Stadium Implementation Committee, the Minneapolis Planning Commission and the Minneapolis City Council as generally described in **Section 5.6(b)**.

(g) Right to Attend Meetings. The Authorized Representatives shall receive notice of and have the right to attend (with the methods of allowable attendance specified in **Section 2** of **Exhibit A**) all meetings of the SDC Group. Prior to the Certification of GMP, such Persons shall (i) have the right to attend all Project meetings in person, by telephone or video conference call, or by other means that permit each Party to be verified and to hear and be heard by the others; and (ii) shall receive all Project documents provided to the Authority or the Team under all Project related agreements at the same time they are provided to the other Party. Following the Certification of GMP, such Persons shall (A) have the right to attend all SDC Group meetings in person, by telephone or video conference call, or by other means that permit each Party to be verified and to hear and be heard by the others; and (B) shall receive Project documents for the SDC Group to review any issues presented to or requested by any member of the SDC Group. All SDC Group meetings shall be held in Hennepin County, Minnesota unless otherwise agreed by the Parties and shall be scheduled at a regular time that generally allows the Authorized Representatives and their respective staff and consultants to attend.

(h) Right to Communications and Obligation to Object. The Authorized Representatives shall receive copies of all communications, documents, and reports that are received by the Authority or the Team from the Architect, Construction Manager, Project Representative and all Project Consultants, in all matters arising from, in connection with or incident to the Project. The Authorized Representatives shall have the right to communicate with, but not direct, the Project Representative in all matters arising from, in connection with or incident to the Project. With respect to any document or report delivered to the Authorized Representatives and the Parties after Certification of GMP, the Stadium Developer shall be required to specifically highlight and specify, to the actual knowledge of the Stadium Developer, the Final Minimum Design Standards that may be affected. If a Party has any objection based on a deviation from the Final Minimum Design Standards to any such delivered document or report, such objection shall be timely made, consistent with **Section 16.5** hereof.

(i) Decisions of the SDC Group. The decisions of the SDC Group shall be effective only when made by the affirmative vote of each of the designated voting Authorized Representatives of the Authority and the Team. If such decision is a Critical Design Decision as defined in **Section 5.3**, the dispute over the decision is a Critical Design Decision that is subject to the Design Impasse and Notice of Design Impasse provisions of **Sections 5.4** and **13.1(b)** hereof.

(j) Project Representative. As of the date of this Agreement, each Party has retained its own third party owner's representative to respectively represent each Party's interest in the Project. The Stadium Developer's owner's representative (the "**Project Representative**") shall be a non-voting member of the SDC Group. The Project Representative shall be the entity serving as the owner's representative to the Stadium Developer. The Stadium Developer is the Party having Cost Overrun responsibility for the Project consistent with the Act. The initial Stadium Developer is the Authority, subject to the Team's right to request that it become the Stadium Developer and assume management of the construction under Minnesota Statutes section 473J.11, subd. 1(f) and **Section 6.1** of this Agreement. If desired by the Party that is not the Stadium Developer, its owner's representative shall continue to have the right to participate in the construction of the Project after the Certification of GMP.

Section 2.3 GMP Alternatives and Construction Phase Disputes.

(a) GMP Alternatives. In accordance with the Construction Services Agreement and Minnesota Statutes section 473J.11, subd. 1(c), the Construction Services Agreement may be a construction manager at-risk GMP contract or a design-build GMP contract. The Construction Services Agreement has been entered into as a Construction Manager at-risk GMP contract with an option on the part of the Authority to convert to a design-build GMP contract consistent with **Section 2.3(b)** hereof.

(b) Approval of GMP Alternative. As set forth in Article 5 of the Construction Services Agreement, and upon written approval of the SDC Group, the Authority shall cause the Construction Manager to submit a proposed Construction Management Plan for review and written approval by the Authority and Team, including the Construction Manager's proposed GMP and date of Substantial Completion to be certified by the Construction Manager. If the Construction Manager's proposed Construction Management Plan is acceptable to the Authority then, upon recommendation of the SDC Group and receipt of the separate written approval of the Team, the Construction Management Plan shall be executed by the Authority and the Construction Manager and incorporated into the Construction Services Agreement as a contract revision in the form of a completed "Exhibit 3" thereto (the "**Certification of GMP**"). The GMP cannot be approved pursuant to the above, and there cannot be Certification of GMP, unless the Final Minimum Design Standards, the Master Project Program, the Master Project Budget and the Master Project Schedule have been developed, finalized and approved by the SDC Group and the GMP is consistent with the foregoing. As a condition of Certification of GMP, the Authority and the Team will agree at the time of Certification of GMP that the Design Documents (as defined in the Design Services Agreement) then existing meet and satisfy the Final Minimum Design Standards attached as **Exhibit C-2**, or as otherwise agreed between the Parties. If the Construction Manager's proposed Construction Management Plan is not acceptable to both the Authority and Team, in their respective sole discretion, then (i) the Construction Manager may submit a new proposed Construction Management Plan for review and approval by the Authority and Team, or (ii) the Authority, with the written consent of the Team, may terminate the Construction Services Agreement. The Construction Management Plan proposed by the Construction Manager can be either a construction manager at risk proposal or a design-build proposal. The Authority and Team can ask for an alternative proposal in either format. If the Construction Manager's proposed Construction Management Plan is not acceptable to the Authority and Team, then the Authority, with the Team's written approval, may request the Construction Manager to submit a new proposal to complete the Project under either a design-build contract or a construction manager at risk contract which contains a Construction Manager-certified GMP and the date of Substantial Completion. If the Authority and Team are unable to reach agreement with the Construction Manager under any form of Construction Manager proposal, then the Authority, with the Team's written approval, shall terminate the Construction Services Agreement and solicit proposals to complete the Project from other qualified contractors as authorized by the Act.

(c) Construction Phase Disputes. After the Certification of GMP, as between the SDC Group and the Stadium Developer, the Stadium Developer will have the right to interpret the provisions of the Design Services Agreement and the Construction Services Agreement;

provided, however, that without the written approval of each of the Authority and the Team there can be no deviation from the Final Minimum Design Standards, the maximum amount of the Master Project Budget, the Completion Date under the Master Project Schedule, and the Certification of GMP, consistent with the provisions of this Agreement and the Construction Services Agreement.

ARTICLE 3
RETENTION OF ARCHITECT, CONSTRUCTION MANAGER, PROJECT
CONSULTANTS AND CRITICAL DESIGN DECISIONS

Section 3.1 Retention of Architect and Construction Manager.

(a) Retention of Architect. The Parties previously selected HKS, Inc. as the architect for the Project (the “**Architect**”). The Parties previously reviewed and approved the Design Services Agreement. The Parties have previously amended the Design Services Agreement. Other than a Change Order pursuant to **Section 6.2(b)** of this Agreement, no amendment shall be made to the Design Services Agreement other than as provided for in the Design Services Agreement. The Architect shall be directed in accordance with the Design Services Agreement.

(b) Retention of Construction Manager. The Parties previously selected M.A. Mortenson Company as the construction manager for the Project (the “**Construction Manager**”), which Construction Manager may be replaced in a manner set forth in **Section 2.3(b)**. The Parties have previously amended the Construction Services Agreement. No further amendment shall be made to the Construction Services Agreement other than as provided for in the Construction Services Agreement and pursuant to **Section 2.3, Section 3.2** or **Section 6.2(b)** of this Agreement.

Section 3.2 Amendment of Agreements.

Except as provided in **Section 3.1(a)** and **(b)**, the Authority and the Team shall each approve or disapprove any amendment to the Design Services Agreement, the Construction Services Agreement and any other Project Consultant agreement, subject to the Change Order provisions set forth herein and in the foregoing agreements. No such amendment to the foregoing agreements shall be effective without the written consent of the Authority and the Team, subject to the Change Order provisions set forth herein and in the foregoing agreements. Upon Certification of GMP, and subject to **Sections 2.2(f), 2.3** and **6.2(b)** hereof, the SDC Group shall have the authority to approve or disapprove for recommendation to the Parties with respect to the foregoing agreements (i) only those amendments that deviate from or change the Final Minimum Design Standards; or (ii) would cause the Project Costs to exceed the Master Project Budget as set forth in the Certification of GMP. The Authority or the Stadium Developer, as applicable, shall submit to the SDC Group for review and approval any such amendment. The SDC Group shall act within ten (10) Business Days of receipt to approve or disapprove such change. Approvals shall not be unreasonably withheld or conditioned. If the SDC Group shall fail to act within ten (10) Business Days, any such amendment shall be deemed to have been approved; **provided, however,** upon written request by the Authority, the SDC Group shall in writing to the Authority state the reasons for any disapproval; **provided, further,**

that no such approval by the SDC Group with respect to the Final Minimum Design Standards or the Master Project Budget shall bind either the Authority or the Team, it being acknowledged and understood that any such amendment shall be solely within the exclusive right of the Parties to approve or disapprove of such matters.

Section 3.3 Solicitation and Selection Process Applicability.

Prior to Certification of GMP, the SDC Group shall use the solicitation and selection process set forth in this **Article 3** to recommend any consultants, subconsultants, trade contractors or vendors (“**Project Consultants**”) relating to the design, preconstruction and Construction Phases of the Project. The terms of the written agreement under which a Project Consultant will provide such goods or services is subject to the prior written approval of the Team and the Authority. The fees and expenses of the Architect, the Construction Manager(s) and such other Project Consultants recommended by the SDC Group, and separately approved by the Team and the Authority, shall be Project Costs. Following Certification of GMP, the selection and related fees and expenses of any Project Consultants engaged by the Stadium Developer that are reasonably required to complete the Project shall be Project Costs. Following Certification of GMP, the fees and expenses of any Project Consultant engaged by the Authority with the approval of the Team or engaged by the Team with the approval of the Authority, except as preapproved for expenditure under the allocations of Project Costs as set forth in **Section 8.1(c)**, shall be Project Costs.

Section 3.4 Solicitation and Selection Process.

Prior to Certification of GMP, the SDC Group shall prepare a request for proposals for issuance by the Authority for the applicable function and such request shall be published as required by Applicable Law. The Authority and the Team may, but are not required to, prequalify offerors by issuing a request for qualifications in advance of the request for proposals, and may select a short list of responsible offerors prior to the SDC Group’s discussions and evaluations.

Section 3.5 Conduct of Discussions and Data Privacy.

As provided in the request for proposals, the SDC Group may conduct discussions and negotiations with responsible offerors to determine which proposal is most advantageous to the Authority and the Team and to negotiate the terms of an agreement. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors and the content of all proposals is nonpublic data under Minnesota Statutes Chapter 13 until such time as a notice to award a contract is given by the Authority or by the Stadium Developer (if the Stadium Developer is not the Authority).

ARTICLE 4
PRELIMINARY PROGRAM AND DEVELOPMENT OF MASTER PROJECT PROGRAM

Section 4.1 Program Elements.

Pursuant to Section 4.1 of the Preliminary Development Agreement, the Team and the Authority developed a basic description of the Project which the Parties agreed were the preliminary program basic program elements for the design and construction of the Project, as the same may be amended, modified or supplemented from time to time (the “**Preliminary Program**”). The Preliminary Program is attached hereto as **Exhibit B-1**. The Preliminary Program as set forth herein is the starting point for the development of the Master Project Program.

Section 4.2 Development of Master Project Program.

The Parties agree that a master project program and the associated reconciliation table attached thereto (“**Master Project Program**”) must be developed and recommended by the SDC Group and consented to in writing by both Parties. Notwithstanding the foregoing, the Master Project Program as developed and recommended by the SDC Group shall not significantly deviate from the historical use and programming of the Metrodome as generally represented by the Preliminary Program. The Master Project Program is attached hereto as **Exhibit B-2; provided, however**, that if the Master Project Program has not been completed by the Effective Date of this Agreement, the Master Project Program will be attached and incorporated by reference to this Agreement on the date that it is approved by the SDC Group and approved in writing by each of the Parties. Any change, modification or amendment to Master Project Program shall only be in accordance with this Agreement and shall be considered final upon the Certification of GMP; **provided, however**, the Stadium Developer or SDC Group, as applicable, may make changes to the Design Documents (as defined in the Design Services Agreement) consistent with the terms of this Agreement, including specifically **Section 2.2(f)**.

ARTICLE 5
ESTABLISHMENT OF MINIMUM DESIGN STANDARDS AND DESIGN DEVELOPMENT DOCUMENTS

Section 5.1 Minimum Design Standards.

(a) Establishment of Minimum Design Standards. The Parties have agreed upon the Effective Date to minimum design standards as set forth in the attached **Exhibit C-1** (the “**Effective Date Minimum Design Standards**”). The final minimum design standards (the “**Final Minimum Design Standards**”) are hereby approved by the Parties and set forth as **Exhibit C-2**. After Certification of GMP, and notwithstanding any contrary provision of this Agreement other than the provisions of **Section 5.1(b)**, any change to the Final Minimum Design Standards shall require the written approval of both the Authority and the Team. The Stadium must be designed in conformance with all local and State requirements and be sufficient to allow NFL games and associated events to occur.

(b) Technology Design and Procurement.

(i) Vendor Contract Technology. The Authority and Team each acknowledge that the design and procurement of certain equipment and technology systems within the Project (including, without limitation, scoreboards, integration services, video boards and control room equipment and systems) will not occur until after Certification of GMP and, further, that the foregoing equipment and technology systems will not be included in the Construction Manager's scope of work at Certification of GMP but will be procured from and installed by other contractors or vendors unless later contracted for with the Construction Manager. The foregoing equipment and technology systems are referred to herein individually and collectively as "**Vendor Contract Technology.**" Vendor Contract Technology does not include the DAS or WiFi communications systems.

(ii) Vendor Contract Technology Budget. The Authority and Team will establish in the Master Project Budget a line item budget amount of Twenty-Eight Million Dollars (\$28,000,000) for vendor contract technology ("**Vendor Contract Technology Budget**"). The Vendor Contract Technology Budget will not be reduced prior to completion of final design and procurement of Vendor Contract Technology unless agreed to by the SDC Group.

(iii) SDC Group Management of Vendor Contract Technology Design and Procurement Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of GMP the SDC Group will continue to manage the design and procurement of the Vendor Contract Technology (including the design and specifications, selection of contractors/vendors and approval of contract terms) and make recommendations to the Authority and Team for approval or disapproval. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team. The design and procurement of Vendor Contract Technology will be subject to the following requirements:

(A) Vendor Contract Technology Design Standard. Design and procurement of the Vendor Contract Technology will be consistent with and comparable to NFL facilities of similar design and age considering the Vendor Contract Technology Budget, value engineering and add alternates agreed to by the Parties, but in no case shall Owner's Contingency be reduced or the Master Project Budget exceeded without Privately Financed Enhancements to satisfy Vendor Contract Technology design. The SDC Group will endeavor to develop a final design and specifications for the Vendor Contract Technology within the Vendor Contract Technology Budget. At the conclusion of the design process, the SDC Group's recommended design and specifications may include certain equipment and specifications estimated to exceed the Vendor Contract Technology Budget, provided such equipment and specifications are designated to be priced as alternates.

(B) Procurement of Vendor Contract Technology. Upon written approval by the Parties of the design and specifications for the Vendor Contract Technology, the SDC Group will solicit proposals for procurement of the Vendor Contract Technology consistent with the requirements of the Act and this Agreement. Following receipt of such proposals the SDC Group will timely recommend for approval by the Parties a procurement strategy, including recommended contractors, vendors and other considerations based on the responsive proposals received by the Authority and Team. In the event the approved design and specifications for the Vendor Contract Technology cannot be procured from the responsive bidders within the Vendor Contract Technology Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the Vendor Contract Technology Budget for recommendation to the Authority and Team. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team. The Stadium Developer shall enter into and manage the contracts for Vendor Contract Technology. With respect to sponsorship agreements that provide for a trade exchange of Vendor Contract Technology, the Team may procure such Vendor Contract Technology and shall not be an element of the Vendor Contract Technology Budget. However, any proposed sponsorship trade exchange shall be coordinated with the Stadium Developer.

(C) Cost Overruns. At the sole election of either Party, the electing Party may choose to designate any design alternate or any equipment or specification recommended for deletion by the SDC Group during the value engineering process as a Design Add Alternate under Section 8.1 hereof as if set forth on Exhibit I-1 or Exhibit I-2, respectively, and the electing Party may choose to fund the procurement of the designated equipment or specification as a pre-approved Design Add Alternate consistent with the requirements of Section 8.1 of this Agreement.

(D) Cost Underruns. In the event the total cost to procure the Vendor Contract Technology (exclusive of any equipment or specifications designated as a Design Add Alternate under Section 5.1(b)(iii)(C) above) is less than the Vendor Contract Technology Budget, the difference between the contracted amount and the Vendor Contract Technology Budget shall be transferred to the Owner's Contingency pursuant to Section 8.1(b)(i)(B).

(iv) Vendor Contract Technology Design Impasse. The Parties acknowledge and agree that maintaining the Master Project Schedule is essential for achieving the timely completion of the Project. In the event the SDC Group, or the Parties having received the SDC Group's recommendations, cannot reach agreement upon the design, specifications or procurement of the Vendor Contract Technology within the design and construction milestones to be established by the Parties in consultation with the Architect and Construction Manager, such impasse will be deemed a Design Impasse concerning a Critical Design Decision and either Party may provide a Notice of Design Impasse under

Section 5.4 hereof and the dispute shall be subject to Expedited ADR under **Article 13** of this Agreement.

(v) Final Design And Specifications for Vendor Contract Technology to be Included in Final Minimum Design Standards. The Authority and Team each acknowledge that the design and procurement of Vendor Contract Technology will not occur until after Certification of GMP and, therefore, final design and specifications for Vendor Contract Technology will not be included in the Effective Date Minimum Design Standards established under **Section 5.1** hereof. Upon completion of the design and procurement process, the final design and specifications for the Vendor Contract Technology, as approved in writing by each the Authority and Team, will be included in the Final Minimum Design Standards as if fully set forth on **Exhibit C-2**.

(c) Site of Stadium and Stadium Infrastructure. The SDC Group shall cause the Architect and, as applicable, its other Project Consultants to investigate a design that sites the Stadium as close to the far east on the Stadium Site as possible consistent with Applicable Laws for stadium design and construction, including full consideration of the increase or decrease to Project Costs, public health and safety, and other such issues, and to create a Stadium Plaza for game day and other year-round activities. The preliminary Stadium Site alternatives as of the Effective Date are set forth on **Exhibit D-1-A**, which is subject to change pending completion of the Stadium Site determination by the Authority (the “**Preliminary Stadium Site**”). Upon completion of the Stadium Site determination by the Authority, such final Stadium Site, and the associated legal description, will be attached hereto by the Parties as **Exhibit D-2** (the “**Final Stadium Site**”) and will be incorporated as a part of the Final Minimum Design Standards. From and after the Effective Date, the Authority shall work with the SDC Group to establish the Final Stadium Site.

(d) Operable Feature. The Parties acknowledge that the Effective Date Minimum Design Standards, and the Final Minimum Design Standards to be developed, will provide that the Stadium will have a fixed roof and will not have a retractable roof. The Parties further acknowledge that the Stadium will have an Operable Feature and that the cost of such Operable Feature is in the Master Project Budget and operating and maintenance costs attributable to the Operable Feature will be included as part of the Stadium operating and maintenance costs.

(e) Cost Control. The SDC Group shall work to control the Project Costs when considering changes to the Effective Date Minimum Design Standards for recommendation to the Authority and the Team. The SDC Group shall take into account operating and maintenance costs of the Stadium and Stadium Infrastructure when considering any amendments to the Effective Date Minimum Design Standards and the establishment of Final Minimum Design Standards, but such considerations may not change the quality requirements or attributes of the Stadium and Stadium Infrastructure as described in the Act.

(f) Team and Authority Approval of Amendment to Effective Date Minimum Design Standards. If either of the Authority or the Team does not approve an amendment to the Effective Date Minimum Design Standards recommended by the SDC Group prior to the Certification of GMP, the Effective Date Minimum Design Standards will remain unamended

and the SDC Group shall continue with its efforts to amend the Effective Date Minimum Design Standards in a manner acceptable to the Authority and the Team. If either of the Authority or the Team does not approve an amendment to the proposed amendment to the Effective Date Minimum Design Standards, the objecting Party shall immediately provide to the SDC Group its specific written objections to such proposed amendment to the Effective Date Minimum Design Standards and such objection shall be deemed to be a Design Impasse. If the objection of a Party is decided by Expedited ADR Dispute in accordance with **Article 13** after further consideration by the SDC Group, then the Authority and the Team shall be bound by such decision by the Neutral and neither the Authority nor the Team shall have the right to withhold its approval of the amended Effective Date Minimum Design Standards.

(g) Costs Associated with Changes to Final Minimum Design Standards. Following the Certification of GMP, if either the Authority or the Team requests an amendment to the Final Minimum Design Standards, and such amendment is incorporated to the Final Minimum Design Standards pursuant to the written approval of each Party, any increase in the Master Project Budget or the GMP associated with such amendment shall be chargeable to the Party requesting such amendment unless approved in writing by the Authority and the Team. The Parties shall make reasonable commercial efforts to mitigate the negative impacts on the other previously agreed to Project elements. A request by one Party to amend the Final Minimum Design Standards after the Certification of GMP shall not be deemed an Expedited ADR Dispute subject to resolution by Expedited ADR pursuant to **Article 13**.

(h) LEED Certification and Environmental/Building Matters. To the extent practicable, the Stadium will be environmentally and energy efficient and the SDC Group shall cause the Architect to design the Stadium to receive Leadership in Energy and Environmental Design (LEED) certification or the Green Building Initiative Green Globes Certification for environmental design.

(i) Stadium Lighting Design and Procurement.

(i) Stadium Lighting. The Authority and Team each acknowledge that the design and procurement of the Stadium lighting package (“**Stadium Lighting**”) will not occur until after Certification of GMP and, further, that the estimated cost of the foregoing Stadium Lighting will be established as an allowance of Eight Million Three Hundred Seventy Two Thousand Two Hundred Twenty Dollars (\$8,372,220) (*i.e.*, Mortenson SC 2.4 Electrical) at Certification of GMP.

(ii) Stadium Lighting Budget. Consistent with the allowance established at Certification of GMP, the Authority and Team acknowledge that the sum of Eight Million Three Hundred Seventy Two Thousand Two Hundred Twenty Dollars (\$8,372,220) will be established for Stadium Lighting (the “**Stadium Lighting Budget**”). The Stadium Lighting Budget will not be reduced prior to completion of final design and procurement of Stadium Lighting unless agreed to by the SDC Group. With respect to sponsorship agreements that provide for a trade exchange of any component of the Stadium Lighting (*e.g.*, fixtures, products, equipment and labor), the Team may procure such Stadium Lighting components directly, and such components shall not be an

element of the Stadium Lighting Budget. However, any proposed sponsorship trade exchange shall be coordinated with the Stadium Developer.

(iii) SDC Group Management of Stadium Lighting Design and Procurement Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of GMP the SDC Group will continue to manage the design and procurement of the Stadium Lighting (including the design and specifications for selecting product components in connection with trade exchanges described in **Section 5.1(i)(ii)** above and approval of contract terms) and make recommendations to the Authority and Team for approval or disapproval. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team. The design and procurement of Stadium Lighting will be subject to the following requirements:

(A) Stadium Lighting Design Standard. Design and procurement of the Stadium Lighting will be consistent with and comparable to NFL facilities of similar design and age considering the Stadium Lighting Budget, value engineering and add alternates agreed to by the Parties, but in no case shall Owner's Contingency be reduced or the Master Project Budget exceeded without Privately Financed Enhancements to satisfy Stadium Lighting design. The SDC Group will endeavor to develop a final design and specifications for the Stadium Lighting within the Stadium Lighting Budget. At the conclusion of the design process, the SDC Group's recommended design and specifications may include certain fixtures, products, equipment and specifications estimated to exceed the Stadium Lighting Budget, provided such fixtures, products, equipment and specifications are designated to be priced as alternates.

(B) Procurement of Stadium Lighting. In the event the approved design and specifications for the Stadium Lighting cannot be procured from the Construction Manager within the Stadium Lighting Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the Stadium Lighting Budget for recommendation to the Authority and Team. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team.

(C) Cost Overruns. At the sole election of either Party, the electing Party may choose to designate any design alternate or any fixtures, products, equipment or specifications recommended for deletion by the SDC Group during the value engineering process as a Design Add Alternate under **Section 8.1** hereof as if set forth on **Exhibit I-1** or **Exhibit I-2**, respectively, and the electing Party may choose to fund the procurement of the designated equipment or specification as a pre-approved Design Add Alternate consistent with the requirements of **Section 8.1** of this Agreement.

(D) Cost Underruns. In the event the total cost to procure the Stadium Lighting (exclusive of any fixtures, products, equipment or specifications

designated as a Design Add Alternate under **Section 5.1(i)(iii)(C)** above) is less than the Stadium Lighting Budget, the difference between the contracted amount and the Stadium Lighting Budget shall be transferred to the Owner's Contingency pursuant to **Section 8.1(b)(i)(B)**.

(iv) Stadium Lighting Design Impasse. The Parties acknowledge and agree that maintaining the Master Project Schedule is essential for achieving the timely completion of the Project. In the event the SDC Group, or the Parties having received the SDC Group's recommendations, cannot reach agreement upon the design, specifications or procurement of the Stadium Lighting within the design and construction milestones to be established by the Parties in consultation with the Architect and Construction Manager, such impasse will be deemed a Design Impasse concerning a Critical Design Decision and either Party may provide a Notice of Design Impasse under **Section 5.4** hereof and the dispute shall be subject to Expedited ADR under **Article 13** of this Agreement.

(j) Stadium Sponsored Signage Design and Procurement.

(i) Stadium Sponsored Signage. The Authority and Team each acknowledge that the design and procurement of the Stadium interior and exterior branding, sponsorship and naming rights signage ("**Stadium Sponsored Signage**") will not occur until after Certification of GMP and, further, that the estimated cost of the foregoing Stadium Sponsored Signage will be established as an allowance of One Million Dollars (\$1,000,000) (*i.e.*, Mortenson SC 4.18 Signage) at Certification of GMP.

(ii) Stadium Sponsored Signage Budget. Consistent with the allowance established at Certification of GMP, the Authority and Team acknowledge that the sum of One Million Dollars (\$1,000,000) will be established for Stadium Sponsored Signage (the "**Stadium Sponsored Signage Budget**"). The Stadium Sponsored Signage Budget will not be reduced prior to completion of final design and procurement of Stadium Sponsored Signage unless agreed to by the SDC Group. With respect to sponsorship agreements that provide for a trade exchange of any component of the Stadium Sponsored Signage, the Team may procure such Stadium Sponsored Signage directly, and such components shall not be an element of the Stadium Sponsored Signage Budget. However, any proposed sponsorship trade exchange shall be coordinated with the Stadium Developer.

(iii) SDC Group Management of Stadium Sponsored Signage Design and Procurement Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of GMP the SDC Group will continue to manage the design and procurement of the Stadium Sponsored Signage (including the design and specifications, selection of contractors/vendors and approval of contract terms) and make recommendations to the Authority and Team for approval or disapproval. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team. The design and

procurement of Stadium Sponsored Signage will be subject to the following requirements:

(A) Stadium Sponsored Signage Design Standard. Design and procurement of the Stadium Sponsored Signage will be consistent with and comparable to NFL facilities of similar design and age considering the Stadium Sponsored Signage Budget, value engineering and add alternates agreed to by the Parties, but in no case shall Owner's Contingency be reduced or the Master Project Budget exceeded without Privately Financed Enhancements to satisfy Stadium Sponsored Signage design. The SDC Group will endeavor to develop a final design and specifications for the Stadium Sponsored Signage within the Stadium Sponsored Signage Budget. At the conclusion of the design process, the SDC Group's recommended design and specifications may include certain specifications estimated to exceed the Stadium Sponsored Signage Budget, provided such specifications are designated to be priced as alternates.

(B) Procurement of Sponsored Signage. In the event the approved design and specifications for the Stadium Sponsored Signage cannot be procured from the Construction Manager within the Stadium Sponsored Signage Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the Stadium Sponsored Signage Budget for recommendation to the Authority and Team. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team.

(C) Cost Overruns. At the sole election of either Party, the electing Party may choose to designate any design alternates or specifications recommended for deletion by the SDC Group during the value engineering process as a Design Add Alternate under **Section 8.1** hereof as if set forth on **Exhibit I-1** or **Exhibit I-2**, respectively, and the electing Party may choose to fund the procurement of the designated equipment or specification as a pre-approved Design Add Alternate consistent with the requirements of **Section 8.1** of this Agreement.

(D) Cost Underruns. In the event the total cost to procure the Stadium Sponsored Signage (exclusive of any specifications designated as a Design Add Alternate under **Section 5.1(j)(iii)(C)** above) is less than the Stadium Sponsored Signage Budget, the difference between the contracted amount and the Stadium Sponsored Signage Budget shall be allocated pursuant to **Section 8.1(b)**.

(iv) Stadium Sponsored Signage Design Impasse. The Parties acknowledge and agree that maintaining the Master Project Schedule is essential for achieving the timely completion of the Project. In the event the SDC Group, or the Parties having received the SDC Group's recommendations, cannot reach agreement upon the design, specifications or procurement of the Stadium Sponsored Signage within the design and construction milestones to be established by the Parties in consultation with the Architect and Construction Manager, such impasse will be deemed a Design Impasse concerning a

Critical Design Decision and either Party may provide a Notice of Design Impasse under **Section 5.4** hereof and the dispute shall be subject to Expedited ADR under **Article 13** of this Agreement.

(k) Stadium Bowl Seating.

(i) Fixed Bowl Seating. The Authority and Team each acknowledge that the budget for the fixed seating systems to be installed in the Stadium seating bowl (“**Fixed Bowl Seating**”) will be Eight Million Five-Hundred Thousand Dollars (\$8,500,000) (*i.e.*, Mortenson SC 3.21) at Certification of GMP. At the sole election of either Party, the electing Party may choose to designate alternate fixtures, products, equipment or specifications for the Fixed Bowl Seating as a Design Add Alternate under **Section 8.1** hereof as if set forth on **Exhibit I-1** or **Exhibit I-2**, respectively, and the electing Party may choose to fund the procurement of the designated alternate fixtures, products, equipment or specification for the Fixed Bowl Seating as a pre-approved Design Add Alternate consistent with the requirements of **Section 8.1** of this Agreement.

(ii) Retractable Bowl Seating. The Authority and Team each acknowledge that the budget for the retractable seating systems to be installed in the Stadium seating bowl (“**Retractable Bowl Seating**”) will be Seven Million Two-Hundred Fifty-Six Thousand Dollars (\$7,256,000) (*i.e.*, Mortenson SC 3.22) at Certification of GMP. At the election of either Party, the electing Party may choose to designate alternate fixtures, products, equipment or specifications for the Retractable Bowl Seating (specifically including procurement of the Retractable Bowl Seating system identified on **Exhibit I-1** or **Exhibit I-2**) as a Design Add Alternate under **Section 8.1** hereof as if set forth on **Exhibit I-1** or **Exhibit I-2**, respectively, and the electing Party may, with the approval of the SDC Group, choose to fund the procurement of the designated alternate fixtures, products, equipment or specification for the Retractable Bowl Seating as a pre-approved Design Add Alternate consistent with the requirements of **Section 8.1** of this Agreement.

(l) Stadium Mechanized Pivoting Doors Design and Procurement.

(i) Stadium Mechanized Pivoting Doors. The Authority and Team each acknowledge that the design and procurement of the Stadium operable door package (“**Stadium Mechanized Pivoting Doors**”) will not occur until after Certification of GMP and, further, that the estimated cost of the foregoing Stadium Mechanized Pivoting Doors will be established as an allowance of Six Million Six Hundred Thirty Three Thousand Seven Hundred Eighty Four Dollars (\$6,633,784) (*i.e.*, Mortenson SC3.11 Operable Wall Mechanization (including frames & glazing)) at Certification of GMP.

(ii) Stadium Mechanized Pivoting Doors Budget. Consistent with the allowance established at Certification of GMP, the Authority and Team acknowledge that the sum of Six Million Six Hundred Thirty Three Thousand Seven Hundred Eighty Four Dollars (\$6,633,784) will be established for Stadium Mechanized Pivoting Doors (the “**Stadium Mechanized Pivoting Doors Budget**”). The Stadium Mechanized Pivoting Doors Budget will not be reduced prior to completion of final design and procurement of

Stadium Mechanized Pivoting Doors unless agreed to by the SDC Group. With respect to sponsorship agreements that provide for a trade exchange of any component of the Stadium Mechanized Pivoting Doors (*e.g.*, fixtures, products, equipment and labor), the Team may procure such Stadium Mechanized Pivoting Doors components directly, and such components shall not be an element of the Stadium Mechanized Pivoting Doors Budget. However, any proposed sponsorship trade exchange shall be coordinated with the Stadium Developer.

(iii) SDC Group Management of Stadium Mechanized Pivoting Doors Design and Procurement Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of GMP the SDC Group will continue to manage the design and procurement of the Stadium Mechanized Pivoting Doors (including the design and specifications for selecting product components in connection with trade exchanges described in Section 5.1(i)(ii) above and approval of contract terms) and make recommendations to the Authority and Team for approval or disapproval. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team. The design and procurement of Stadium Mechanized Pivoting Doors will be subject to the following requirements:

(A) Stadium Mechanized Pivoting Doors Design Standard. Design and procurement of the Stadium Mechanized Pivoting Doors will be consistent with and comparable to NFL facilities of similar design and age considering the Stadium Mechanized Pivoting Doors Budget, value engineering and add alternates agreed to by the Parties, but in no case shall Owner's Contingency be reduced or the Master Project Budget exceeded without Privately Financed Enhancements to satisfy Stadium Mechanized Pivoting Doors design. The SDC Group will endeavor to develop a final design and specifications for the Stadium Mechanized Pivoting Doors within the Stadium Mechanized Pivoting Doors Budget. At the conclusion of the design process, the SDC Group's recommended design and specifications may include certain fixtures, products, equipment and specifications estimated to exceed the Stadium Mechanized Pivoting Doors Budget, provided such fixtures, products, equipment and specifications are designated to be priced as alternates.

(B) Procurement of Stadium Mechanized Pivoting Doors. In the event the approved design and specifications for the Stadium Mechanized Pivoting Doors cannot be procured from the Construction Manager within the Stadium Mechanized Pivoting Doors Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the Stadium Mechanized Pivoting Doors Budget for recommendation to the Authority and Team. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team.

(C) Cost Overruns. At the sole election of either Party, the electing Party may choose to designate any design alternate or any fixtures, products,

equipment or specifications recommended for deletion by the SDC Group during the value engineering process as a Design Add Alternate under **Section 8.1** hereof as if set forth on **Exhibit I-1** or **Exhibit I-2**, respectively, and the electing Party may choose to fund the procurement of the designated equipment or specification as a pre-approved Design Add Alternate consistent with the requirements of **Section 8.1** of this Agreement.

(D) **Cost Underruns.** In the event the total cost to procure the Stadium Mechanized Pivoting Doors (exclusive of any fixtures, products, equipment or specifications designated as a Design Add Alternate under **Section 5.1(i)(iii)(C)** above) is less than the Stadium Mechanized Pivoting Doors Budget, the difference between the contracted amount and the Stadium Mechanized Pivoting Doors Budget shall be allocated pursuant to **Section 8.1(b)**.

(iv) **Stadium Mechanized Pivoting Doors Design Impasse.** The Parties acknowledge and agree that maintaining the Master Project Schedule is essential for achieving the timely completion of the Project. In the event the SDC Group, or the Parties having received the SDC Group's recommendations, cannot reach agreement upon the design, specifications or procurement of the Stadium Mechanized Pivoting Doors within the design and construction milestones to be established by the Parties in consultation with the Architect and Construction Manager, such impasse will be deemed a Design Impasse concerning a Critical Design Decision and either Party may provide a Notice of Design Impasse under **Section 5.4** hereof and the dispute shall be subject to Expedited ADR under **Article 13** of this Agreement.

Section 5.2 Design Documents.

(a) Design Meetings.

(i) Members of the SDC Group, the Parties' designated representatives, consultants, or others as the Parties may designate, may attend meetings with the Design Team or portions thereof for the purpose of the Design Team developing the design during the preconstruction and Construction Phases and creating the design documents referenced in the Design Services Agreement ("**Design Meetings**"). Each Authorized Representative and each Party shall receive notice of all such meetings. Prior to the Certification of GMP, Critical Design Decisions in the preconstruction and Construction Phases shall only be made by the SDC Group, and such decisions shall be reflected in SDC Group minutes or other approved written actions of the SDC Group. Following the Certification of GMP, the SDC Group shall approve or disapprove any amendments to the Final Minimum Design Standards requiring any SDC Group decision under **Section 2.2(f)**, and such decisions shall be reflected in SDC Group minutes or other approved written actions of the SDC Group. Any recommendation of the SDC Group regarding an amendment to the Final Minimum Design Standards after Certification of GMP is subject to the written approval of both the Authority and the Team.

(ii) Prior to Certification of GMP, the Parties acknowledge and agree that design direction and decisions will only be made by the SDC Group, and such decisions shall be reflected in SDC Group minutes or other written actions of the SDC Group. The voting representative of each of the Parties' Authorized Representatives shall attend the Design Meetings.

(iii) Prior to Certification of GMP, if the SDC Group is unable to reach a design decision with respect to a Critical Design Decision discussed at a Design Meeting, the voting Authorized Representative of each Party shall within two (2) Business Days after the applicable Design Meeting provide written notice to the other voting Authorized Representatives of the Critical Design Decision that was not reached, the specific nature of the dispute regarding the Critical Design Decision, and the position of the voting Authorized Representative with respect to the Critical Design Decision.

(iv) Prior to Certification of GMP, after timely notices of the dispute have been sent by each of the Parties' voting Authorized Representatives with respect to the disputed Critical Design Decision issue(s), the voting Authorized Representatives shall promptly attempt to achieve resolution of the disputed Critical Design Decision issue(s) by no later than the next SDC Group meeting. Failure to achieve resolution by the end of the next SDC Group meeting shall result in a Design Impasse on the unresolved Critical Design Decision issue(s) in question and shall be deemed subject to a Notice of Design Impasse for an Expedited ADR Dispute pursuant to **Section 5.4** and **Article 13**.

(v) All design decisions that are made by the SDC Group in Design Meetings shall be memorialized in minutes of the meeting prepared by either the Project Representative or the Architect (as designated by the SDC Group) and distributed to the Authorized Representatives within three (3) Business Days after the Design Meeting for review and approval by the Authorized Representatives at the next Design Meeting.

(b) **Conceptual Design**. The SDC Group previously reviewed the Conceptual Design Documents prepared and delivered by the Architect and provided timely review and input to the Conceptual Design Documents in accordance with the Design Delivery Schedule.

(c) **Schematic Design**. The SDC Group previously reviewed the Schematic Design Documents prepared and delivered by the Architect and provided timely review and input to the Schematic Design Documents in accordance with the Design Delivery Schedule.

(d) **Design Development Documents**. As a condition of execution of the Construction Manager's Construction Management Plan, the SDC Group must agree that the Design Development Documents, as qualified and amended within the GMP, comply with the Final Minimum Design Standards. Prior to Certification of GMP, the SDC Group shall reach agreement upon and approve Critical Design Decisions for the Design Development Documents within the timeframe set forth in the Task List and Design Delivery Schedule, or as otherwise determined by the SDC Group. Prior to the Certification of GMP, the Parties acknowledge and agree that the Design Development Documents may be subject to further value engineering and design/budgetary changes due to decisions of the SDC Group.

(e) Construction Manager to Provide Detailed Estimates. As required by the Construction Services Agreement, the Construction Manager shall provide a detailed estimate of the cost of construction of the Stadium and Stadium Infrastructure based upon the documents delivered to the SDC Group. The Construction Manager shall meet with the SDC Group as reasonably requested to provide information regarding the estimate and value engineering proposals.

Section 5.3 Timing of Critical Design Decisions.

Prior to the Certification of GMP, pursuant to the Design Services Agreement, the Parties will jointly work with the Architect and Construction Manager to maintain the Design Delivery Schedule and the Master Project Budget and to develop and maintain a construction schedule and the Master Project Schedule. The Architect, Construction Manager and/or Project Representative shall regularly update a task list (the “**Task List**”) which identifies critical design decisions necessary to maintain the Design Delivery Schedule, construction schedule and Master Project Schedule, and decisions with respect to the Effective Date Minimum Design Standards, the Preliminary Project Budget or the Master Project Budget (“**Critical Design Decisions**”) necessary for the design and construction of the Project to stay current with the Design Delivery Schedule, construction schedule and Master Project Schedule. The Parties acknowledge and agree that maintaining the Design Delivery Schedule, construction schedule and Master Project Schedule is essential for achieving the timely completion of the design, commencement of construction, and the completion of the Project within the Master Project Budget. The purpose of the Task List is to provide the timing and deadlines established by the Architect, Construction Manager and the Project Representatives for the Parties to make Critical Design Decisions so that the Parties and Architect, Construction Manager and Project Representative can adhere to the Design Delivery Schedule, construction schedule, the Master Project Schedule, and the Master Project Budget.

Section 5.4 Notice of Design Impasse.

Prior to Certification of GMP, if the SDC Group cannot reach agreement upon and approve a Critical Design Decisions matter as set forth in Section 5.3 above, then such failure to reach agreement shall be a design impasse (“**Design Impasse**”) and either Party may provide a Notice of Design Impasse and such disagreement shall be deemed an Expedited ADR Dispute pursuant to Article 13.

Section 5.5 Notice of Issue with Final Minimum Design Standards.

If the Team has an objection with respect to a claimed deviation from the Final Minimum Design Standards and desires to raise its objection to a dispute under this Agreement, the Team may do so by timely asserting its objection pursuant to **Section 2.2(h)** and seeking remedies pursuant to the Expedited ADR procedures set forth in **Article 13**, and each Party agrees that the decision rendered by the Neutral shall be binding upon the Parties.

Section 5.6 City of Minneapolis Stadium Implementation Committee.

(a) Alternative Process. In order to accomplish the objectives of the Act within the required time frame, the Act established an alternative process for municipal land use and development review codified at Minnesota Statutes section 473J.17, subd. 6.

(b) Minneapolis City Council Approval of Stadium Implementation Committee Recommendations. Consistent with the procedures set forth in the Act, the City of Minneapolis Stadium Implementation Committee (“**Stadium Implementation Committee**”) issued its final recommendations in a report dated July 25, 2013. The recommendations of the Stadium Implementation Committee were then forwarded to the City of Minneapolis Planning Commission for an advisory recommendation, which was issued August 12, 2013. The Minneapolis City Council approved and adopted the final recommendations of the Stadium Implementation Committee and Minneapolis Planning Commission on August 30, 2013, subject to the inclusion of two (2) additional recommendations as set forth in the Minneapolis City Council agenda attached hereto as **Exhibit E**. As set forth in the Minneapolis City Council’s approval and adoption of the Stadium Implementation Committee’s and Minneapolis Planning Commission’s final recommendations, several land use and development approvals were deferred and delegated to various City of Minneapolis departments for further review and approval or denial upon submission of supplemental information from the Authority and Team. As of the Effective Date, the City of Minneapolis will not have taken final action on these various land use and development approvals. Accordingly, the Parties shall continue to work collaboratively to finalize and submit to the City of Minneapolis such supplemental information as may be required to secure approvals necessary for the Project.

(c) De Novo Review. The Authority may seek de novo expedited review in the district court for Hennepin County of any Minneapolis City Council action and appeal any decision of any court; **provided, however,** that before any such judicial review may be undertaken, the Authority must obtain the Team’s written consent to initiate legal proceedings. The legal fees and costs associated with any such legal proceedings approved by the Authority and Team shall be deemed Project Costs.

ARTICLE 6
CONSTRUCTION MATTERS

Section 6.1 Stadium Developer.

(a) Role of Stadium Developer. Except as set forth in **Section 6.1(b)** below, the Authority shall serve as the Stadium Developer. The Stadium Developer will be responsible for, among other things, the stewardship of the Project Funds and the public interest therein, observing public bidding methods where required or practicable, coordinating regulatory approvals with applicable Governmental Authorities, providing the highest degree of transparency regarding all contractual and funding arrangements, complying with government data practices requirements, implementing and enforcing the Construction Services Agreement Equity Plan (as defined in the Construction Services Agreement), ensuring the Construction Manager’s execution of an appropriate Project Labor Agreement, and cooperating with audit and

oversight procedures of the Legislative Auditor and the Legislative Commission on Minnesota Sports Facilities.

(b) Team Assumption of Stadium Developer Duties. Prior to the Certification of GMP by the Construction Manager, the Team may request to become the Stadium Developer as provided in Minnesota Statutes section 473J.11, subd. 1(f). To become the Stadium Developer, the Team must agree to assume the roles and responsibilities of the Authority as the Stadium Developer for completion of construction in a manner consistent with the Effective Date Minimum Design Standards and, after Certification of GMP, the Final Minimum Design Standards and agreed upon Contract Documents, and any other applicable construction-related roles and responsibilities of the Authority as the Stadium Developer under the Act, including, without limitation, responsibility for Cost Overruns.

Section 6.2 Construction Administration.

(a) Stadium Developer Oversight of Construction Manager. The Stadium Developer, in consultation with the other Party, as set forth in this Agreement, shall take action to enforce the obligations of the Construction Manager to provide the services required by the Construction Services Agreement.

(b) Change Orders.

(i) The Stadium Developer shall provide the other Party with a copy of all Change Order requests and final signed Change Orders and has the right to execute Change Orders subject to the terms of and other restrictions provided in this Agreement including those in **Section 2.2(f)** of this Agreement. The Stadium Developer shall promptly submit to the SDC Group all proposed Change Orders for review and recommendation as provided in **Section 2.2(f)**. The applicable Representatives or SDC Group, as the case may be, shall review the Change Order the Representatives or SDC Group are entitled to review and act in an expeditious manner so that the Stadium Developer shall have sufficient time to respond within the period of time provided in the Construction Services Agreement for responding to Change Orders; **provided, however,** that Change Orders which modify or deviate from the Final Minimum Design Standards shall be subject to the approval of both the Authority and the Team. The failure of the applicable Representatives or SDC Group to respond within three (3) Business Days shall constitute a deemed approval and a recommendation of the SDC Group to the Parties. The SDC Group shall advise the Parties in writing of the recommendation with respect to changes to the Final Minimum Design Standards, and the Parties shall have three (3) Business Days from receipt to either approve or disapprove, and if approved the approval must be provided in writing, or will otherwise be deemed disapproved. If either Party disputes a disapproval by the other Party, such Party shall promptly initiate Expedited ADR in accordance with **Article 13** hereof. The applicable Representatives or SDC Group, as the case may be, shall exercise good faith efforts to respond as diligently and expeditiously as possible to any requested Change Order. In the event that the applicable Representatives or SDC Group, as the case may be, disapproves or recommends disapproval of such Change Order, the applicable Representatives or SDC Group, as the

case may be, shall state, with specificity, the reason for disapproval or recommendation of disapproval.

(ii) Either Party may submit to the other Party a request for a Change Order for a Privately Financed Enhancement, which Change Order shall be subject to the other Party's review and approval pursuant to the process and the time period set forth in **Section 6.2(b)(i)** above. In addition, the Authority Representatives shall review for approval, which approval shall not be unreasonably withheld or conditioned, a Team-requested Change Order for a Privately Financed Enhancement. Subject to the provisions of **Section 8.1**, if any Team-requested Change Order relates to a Privately Financed Enhancement or results in a Cost Overrun, then the Team, prior to the Stadium Developer executing the Change Order, shall deposit an amount equal to such Privately Financed Enhancement or Cost Overrun in the Project Accounts containing the Project Funds or otherwise demonstrate to the Authority the ability to fund such amount when payment is required, which may include an increase to the Contingency Letter of Credit. If the Authority requests a Change Order that results in a Cost Overrun, then the Authority, prior to the Stadium Developer executing the Change Order, shall deposit an amount equal to such Cost Overrun in the Project Accounts containing the Project Funds or otherwise demonstrate to the Team the ability to fund such amount when payment is required. Any Change Order approved in accordance with the foregoing will be submitted to the Stadium Developer for implementation.

(c) **Right to Attend Meetings.** The Representatives and each Party's owner's representative or other designee shall receive from the Project Representative advance notice of all regularly scheduled Project meetings and all non-regularly scheduled Project meetings (to the extent notice can reasonably and practically be provided), and the Stadium Developer shall cause the Project Representative to provide such notice. The Representatives and each Party's owner's representative or other designee shall have the right to attend all of the Construction Team meetings, inspect the Project at all reasonable times and subject to all Stadium Site safety rules, and receive all written communications, reports and documents provided to the Stadium Developer at the same time as provided to the Stadium Developer. The Authority Representatives and the Team Representatives shall meet regularly in order to keep all Parties informed throughout the duration of the planning, design and construction of the Project.

(d) **Value Engineering.** If at any time during construction, the Stadium Developer reasonably believes that the Master Project Budget might be exceeded, then, following consultation with the other Party, the Stadium Developer shall be entitled to undertake such value engineering as may be reasonable and appropriate to attempt to cause the Master Project Budget not to be exceeded; **provided, however,** that any such value engineering shall be performed so that the revised design is in accordance with the Final Minimum Design Standards, or as otherwise approved by the Parties; **provided, further,** however, the Team shall have the right to initiate a Privately Financed Enhancement to avoid such value engineering modification, and the Stadium Developer shall implement such change in accordance with the provision of **Section 6.2(b)(ii)**.

Section 6.3 **Construction Manager Subcontracting.**

The Construction Manager may contract for labor, materials, supplies, and equipment for the construction of the Project, including any work the Construction Manager proposes to self-perform, as set forth in the Act and Construction Services Agreement and consistent with the requirements thereof. The Stadium Developer shall cause the Construction Manager to obtain SDC Group approval for each such contract under the Construction Services Agreement which has such requirement.

Section 6.4 Lists of Contractors and Subcontractors.

Upon the request of the either Party, the Stadium Developer shall promptly furnish the lists provided by the Construction Manager of all contractors and subcontractors employed in connection with the construction of the Project and true and correct copies of all executed contracts, subcontracts and purchase orders therefor.

Section 6.5 Stadium Developer Responsibilities.

(a) Administration Responsibilities. The Stadium Developer shall be responsible for the administration duties stated in the Design Services Agreement (unless and until assigned, if at all, to the Construction Manager) and the Stadium Developer shall be responsible for the duties of the Authority stated in the Construction Services Agreement, subject to the rights of the other Party as set forth herein. Upon and after Certification of GMP, except to the extent otherwise provided in this Agreement, the Stadium Developer will have the sole responsibility and obligation to provide direction and, as applicable, approvals to the Architect as contemplated in the tenth and twelfth “whereas” clause recitals contained in the Design Services Agreement. The Stadium Developer may provide such direction without the approval of the Team or the SDC Group.

(b) Contract Negotiation and Third Party Beneficiary. The Stadium Developer shall select and negotiate contracts with all consultants, professionals, trade contractors and vendors that shall comprise the Construction Team, subject to consultation with and final approval by the other Party, such approval not to be unreasonably withheld, delayed, or conditioned; with the other Party being named a third party beneficiary of such contracts.

(c) Project Accounting Services. The Stadium Developer shall provide accounting services for the Project, including records that reasonably detail Project Costs. The Authority and the Team have agreed upon the system for tracking and allocating such costs, which system shall at all times provide sufficient detail to allow the Team to track and allocate Team Contributions for tax purposes and incorporates the level of transparency commensurate with the public investment in the Project and will reflect the need for financial reporting and accountability to multiple Governmental Authorities.

(d) Project Reporting. The Stadium Developer, in collaboration with the Project Representative, shall furnish to the other Party monthly construction status and other progress reports, or more often if reasonably requested, containing, at a minimum: (i) the status of design planning; (ii) a comparison of the Master Project Budget to costs incurred through the date of the report, and an analysis of the reasons for variances; (iii) a narrative comparison of the Master

Project Schedule to the work actually completed through the date of the report, and an analysis of the reasons for variances; (iv) any revision to the Master Project Schedule and/or Master Project Budget made during the period covered by the report; and (v) the status of any governmental requirements and activities required to facilitate the approval of the Project. The Parties shall have the right to request from the Stadium Developer copies of any and all additional reports related to the Project as are reasonably requested by such Party.

(e) Competitive Bidding. The Stadium Developer, in cooperation with the other Party, shall develop such competitive bidding procedures and requirements as necessary to ensure compliance with the Act.

(f) Budget and Value Engineering. The Stadium Developer shall cause any consultants retained for the purposes of providing budgeting confirmations and value engineering services or identifying alternative cost reduction options to timely provide such information for consideration by the SDC Group.

(g) Procedures for Payment of Project Costs. The Stadium Developer shall, in coordination with the Construction Manager, the Architect, and the other Party, develop for the other Party's approval, procedures for reviewing and processing applications for payments by the Construction Manager, and procedures for payment of other Project Costs, including payments to other consultants, and such procedures shall be consistent with the provisions of **Section 8.5(d)**.

(h) Contract Legal Administration. The Stadium Developer shall take (i) all action reasonably required in the performance of its duties under the Construction Services Agreement to comply with all Legal Requirements and (ii) all reasonable action to enforce the obligations of the Architect, the Construction Manager, and all other agents and contractors engaged by, or acting on behalf of, the Stadium Developer to comply with all Legal Requirements.

(i) Punchlist and Warranty. The Stadium Developer shall take action to enforce the obligation of the Architect and Construction Manager to complete punchlist work and warranty work after the date of Substantial Completion of the Project pursuant to their respective duties under the Design Services Agreement and Construction Services Agreement.

(j) Transportation Plan. The Authority, with the cooperation of the Team, shall develop a transportation management plan for Stadium operations, including traffic control, street signage, street closures or diversions, public transportation issues, and parking meters, for any required City approval.

(k) Response to Requests. The Stadium Developer shall cause the Stadium Developer Representatives to promptly respond to requests from the other Party.

Section 6.6 Permits.

Except to the extent that the Stadium Developer is unable to do so due to the other Party's failure to perform its obligations under this Agreement, the Stadium Developer shall use its commercially reasonable efforts to obtain, comply with and keep in effect all Permits and

other approvals obtained from any Governmental Authorities, regardless of the procurer of such Permits, that relate to the construction of the Project.

Section 6.7 Project Labor Agreement.

The Stadium Developer shall enforce the obligation in the Construction Services Agreement requiring the Construction Manager to negotiate a no-strike project labor agreement (the “**Project Labor Agreement**”) with the applicable trade unions so as to prevent strikes or lockouts that would halt, delay or impede construction of the Project.

Section 6.8 Project Insurance.

(a) Insurance. With the approval of the Team, the Authority has engaged Willis of Minnesota, Inc. to act as broker and administrator for the procurement and administration of the insurance program for the Project. At execution, the insurance program will not have been finally determined, brokered or placed. Accordingly, the Parties shall continue to work collaboratively to evaluate the Project’s insurance needs and to mutually agree on the policies of insurance and limits of coverage to be included within the insurance program. The Stadium Developer shall place and maintain insurance coverage for development and construction of the Stadium and Stadium Infrastructure in the form of insurance policies and limits of coverage as are mutually agreed by the Parties under this **Section 6.8(a)**, and the cost of such insurance shall be part of the Project Costs; **provided, however**, that the Stadium Developer shall be able to procure as a Project Cost supplemental insurance policies and increase limits of coverage that it considers in its reasonable discretion to be appropriate to protect itself, the Team, and the Project subject to the consent of the Team. The other Party acknowledges that the Stadium Developer will implement a “controlled insurance program,” either an “owner controlled insurance program” or a “contractor controlled insurance program.” The “owner controlled” insurance program shall, at a minimum, include the following coverages: general liability insurance, excess and umbrella liability insurance. The program shall cover the Parties, the Architect, the Construction Manager, enrolled subcontractors and enrolled consultants and trade contractors involved in the Project. The Stadium Developer shall administer such insurance programs. The Stadium Developer shall also place and maintain an owner protective professional indemnity policy or project-specific professional liability insurance policy consistent with the requirements set forth in the Construction Services Agreement, a railroad protective liability policy, an ocean cargo policy (including delay), a terrorism coverage or a separate policy covering terrorism, project-specific fixed site pollution liability policy and a contractors’ pollution liability policy. The Stadium Developer shall also place and maintain an all risk or “special form” policy of builder’s risk insurance for the Stadium and Stadium Infrastructure. The Authority and the Team shall cooperate with each other and jointly adjust and settle any loss insured under the builder’s risk insurance or to allocate any deductibles consistent with the builder’s risk insurance policy. The Authority shall take action to enforce the Architect’s contractual obligation to maintain professional liability insurance as set forth in the Design Services Agreement. Whichever of the Authority or the Team is not acting as the Stadium Developer shall at all times with respect to the Project be “additional named insureds” under each such policy of insurance (and StadCo will also be an “additional named insured”) and whichever of the Authority or the Team is acting as the Stadium Developer, as the case may be, will be the first named insured.

(b) Delay in Completion Date or Completion Deadline. The Parties acknowledge that, under various circumstances, the Stadium Developer may be entitled to payments from third parties as compensation for construction delays or payments to cover certain costs of acceleration pursuant to the owner “controlled insurance program” if such is implemented by the Stadium Developer with respect to the Project or pursuant to other insurance policies that may be maintained by the Stadium Developer to cover the costs of delays in construction or construction acceleration costs. If the Stadium Developer is entitled to receive any such payments or damages, then all such payments or damages actually received by the Stadium Developer shall be allocated among the Parties as appropriately determined by the Stadium Developer as fiduciary of payment proceeds or as otherwise agreed by the Parties when placing or implementing such insurance.

(c) Risks of Damage or Destruction Prior to Completion. The Authority and the Team acknowledge that the Stadium Developer shall obtain, as a part of the Project Costs and subject to the Parties’ mutual approval, a builder’s risk policy of property insurance for the Project, which provides coverage for direct physical loss or damage resulting from an insured peril at the Project or the Stadium Site or to personal property that is at the Project or the Stadium Site, in storage or in transit. Payment of any deductible resulting from an insured peril under the insurance shall be a Project Cost. This coverage shall include sublimits for delay in completion (including gross earnings, extra expense and soft costs) and may include sublimits for flood coverage. The builder’s risk policy shall include separate sublimits for the Authority and Team for delay in completion (including gross earnings, extra expense and soft costs), separate deductibles and a specific loss payee endorsement naming the Team as a separate loss payee with respect to the delay in completion sublimits. The Authority and the Team shall decide whether to obtain such coverage for roads, streets and paving, and shall otherwise cooperate to assure that all improvements to be insured under the policy are identified and reported to the property insurer. The builder’s risk policy shall be an “all risk” or “special form” policy. With the exception of proceeds recovered in connection with the Team’s lost earnings and soft costs resulting from delay in completion, the Stadium Developer shall apply the proceeds of any recovery under such builder’s risk policy of property insurance (collectively, “**Insurance Proceeds**”) as fiduciary for the insureds consistent with their interests, toward restoration of the damage giving rise to such proceeds and to other costs directly related to the restoration of such damage. If a casualty or Condemnation shall occur with respect to all or any portion of the Project or the Stadium Site and such Insurance Proceeds or Condemnation award paid to the Stadium Developer or the estimated cost of the repair and restoration, either individually or in the aggregate, is greater than Five Million Dollars (\$5,000,000), the Stadium Developer shall, in accordance with all Applicable Laws, deposit the Insurance Proceeds or Condemnation award, as applicable, with an independent third party financial institution, which financial institution shall (i) have at least One Hundred Million Dollars (\$100,000,000) in assets or (ii) meet such threshold requirements specifically set by the Act, selected by the Authority and the Team to act as escrow agent. The funds held in escrow shall be administered and disbursed pursuant to the terms of an escrow agreement, which escrow agreement shall be consistent with the provisions of this Agreement (as applicable) and shall facilitate the application of such funds to fulfill the repair and/or restoration obligations set forth herein (as applicable). The Stadium Developer shall from time to time as requested by the Authority, the Team, its Affiliates, or any

Leasehold Mortgagee (as defined in Section 23.3(a) of the Stadium Use Agreement), provide an accounting to such other party of such Insurance Proceeds or Condemnation award, as applicable, in detail and format reasonably satisfactory to such other party. Following completion of any repair or restoration, any remaining Insurance Proceeds or Condemnation award, as applicable, shall be shared between the Authority, in proportion to the aggregate amount of the Authority Contribution and the Private Contribution, and the Team, in proportion to the amount of the Team Contribution. The funds received by the Authority and allocable to the Private Contribution will be distributed first to fund payments of refunds, if any, due to SBL Licensees and second to the purchaser under the SBL Purchase and Sale Facility.

Nothing in this **Section 6.8(c)** shall entitle a Leasehold Mortgagee to receive any award paid with respect to the Authority's interest in the Project and Stadium Site or this Agreement or proceeds of any insurance maintained by the Stadium Developer. The Stadium Developer shall not be liable or otherwise financially responsible for any loss or damage caused by actions or omissions of the other Party that are not covered by the builder's risk insurance. With the exception of proceeds recovered in connection with the Team's lost earnings and soft costs resulting from delay in completion, all such Insurance Proceeds shall be considered Project Funds and will be deposited in the appropriate Project Accounts in order to pay for the Project Costs. Whichever of the Authority and the Team is not acting as the Stadium Developer shall at all times with respect to the Project be an "additional named insured" under each such policy of insurance (and StadCo will also be an "additional named insured") and whichever of the Authority or the Team is acting as the Stadium Developer, as the case may be will be the first named insured.

ARTICLE 7 SITE ACQUISITION

Section 7.1 Acquisition and Delivery of Stadium Site.

(a) Acquisition of Stadium Site Property. Unless otherwise agreed to by the SDC Group and consistent with the Master Project Budget, the Authority shall (i) maintain or acquire good and marketable title to the real property legally identified on **Exhibit D-1-B**, and (ii) maintain or acquire good and marketable title, enforceable real property interests, or other rights to use the entire Final Stadium Site and, in each case, free and clear of all encumbrances other than Permitted Encumbrances; **provided, however**, that with respect to Title Defects that impair the marketability of title or the validity or enforceability of easements identified by the Team in the manner provided below, the Authority shall have such time as is reasonably necessary following acquisition of title, or easements, as the case may be, to the Stadium Site to cure such Title Defects and the Authority hereby agrees to diligently undertake to effect such cure.

(b) Title Evidence and Defects. Following execution of this Agreement, the Authority shall provide to the Team title commitments and surveys covering the Stadium Site (the "**Title Evidence**"). Within twenty (20) days following receipt of all of the Title Evidence, the Team shall deliver to the Authority a list of Title Defects identified by the Team within the Title Evidence. Prior to acquiring title to each portion of the Stadium Site, the Authority shall give notice to the Team of (i) any Title Defects identified by the Team it does not intend to cure

(“**Rejected Title Defects**”), provided that if the Team elects in writing to remove such Rejected Title Defect(s) from its list of Title Defects and accept title to the Stadium Site subject to the Rejected Title Defect(s), the Authority shall be deemed to have withdrawn its notice of intent not to cure, and (ii) the anticipated schedule for curing the Title Defects.

(c) Registration of Title. The Authority will register title to the Stadium Site with the Hennepin County Registrar of Titles and will plat the Stadium Site (using a subdivision plat or a registered land survey) to conform to the as-built Stadium and Stadium Infrastructure. Upon such platting, the description of the Stadium Site will be modified to conform to the plat.

(d) Notices of Violations. If the Authority receives notice from any Governmental Authority with respect to the Stadium Site or any portion thereof or any buildings or improvements thereon that (i) relates to violations of any applicable Legal Requirements, (ii) claims any defect or deficiency with respect to any of the Stadium Site or any buildings or improvements thereon or (iii) requests the performance of any repairs, alterations or other work to or in any portion of the Stadium Site or in the streets bounding the same, then the Authority shall provide prompt written notice to the Team of such violations, defects or repairs and the proposed manner and timetable in which the Authority will address such violations, defects or repairs.

(e) Taxes. All special assessments of any kind (special, bond or otherwise) that are or have been levied against the Stadium Site, or any portion thereof, which are outstanding or unpaid shall be paid by the Authority.

(f) Utilities. The Stadium Infrastructure shall include within close proximity all public utilities (including water, gas, electric, storm and sanitary sewage and telephone utilities) required to operate the Stadium Site.

(g) Zoning. The Stadium Site shall have all necessary and required zoning approvals for the use and operation of the Stadium and Stadium Infrastructure in compliance therewith and under the Stadium Use Agreement.

Section 7.2 Environmental Matters.

(a) Environmental Assessments. The Authority will obtain a Phase I environmental assessment of the Stadium Site addressed to the Parties, which assessment shall provide that each party can rely on such Phase I. If required, the Authority shall cause any Phase II environmental assessment to be performed as is determined to be reasonably necessary by the Authority.

(b) Project Cost. The cost of the Phase I (including the cost to prepare the Phase I) and the Phase II (including the cost to prepare any report of the results thereof, if any) shall be paid as part of the Project Costs. In the event the results of the Phase I or the Phase II indicate the presence of Contamination or if any Contamination is discovered during the course of construction that, pursuant to applicable Environmental Laws, requires the performance of a Response Action, the Authority shall prepare a Response Action plan sufficient to obtain from the Minnesota Pollution Control Agency (the “MPCA”) a “No Further Action” letter for soils at

the Stadium Site and shall obtain approval of such plan by the MPCA. The Authority shall cause the Construction Manager or trade contractor to cause such Response Action to be performed in accordance with the approved plan as expeditiously as is reasonably possible and the Construction Manager or trade contractor shall demonstrate that the costs for such Response Action are based upon competitive pricing. The costs of any Response Action shall be paid as a Project Cost. If any Contamination is discovered during the course of construction, then the Party discovering such Contamination shall notify the other Party immediately and before such Contamination is disturbed, but in no event later than five (5) days after either (i) the date the Party first observes the conditions or (ii) the date that such Contamination is reported to either of the Parties by the Construction Manager. The Parties shall explore in good faith the procurement of insurance coverage for any legal liability relating to Contamination at the Stadium Site other than as disclosed in the Phase I or Phase II and such insurance cost shall be a Project Cost.

(c) EIS Report and Delivery. The Authority, in collaboration with the Team, caused the Environmental Consultant to prepare and complete the final EIS on or before August 1, 2013. The Authority rendered its adequacy decision on the final EIS on August 23, 2013.

Section 7.3 Boundary Survey; Site Assessment; Response Actions.

(a) Project Costs for Boundary and ALTA Surveys; Site Assessment; Response Actions. The Project Costs shall include the cost of the following items:

(i) a boundary survey or other such legal description of the Stadium Site identifying new and existing confines of the Stadium Site. Such survey shall incorporate proposed road relocation and any proposed property and street vacation;

(ii) an ALTA survey prepared by a registered land surveyor in accordance with all Applicable Laws regulating surveying in the State and addressed to the Authority, the Team and such other parties as may be necessary or appropriate in connection with financing for the Project. Such ALTA survey shall comply with the “Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys,” jointly established and adopted by ALTA and NSPS in 2011, and shall include items from Table A thereof as the Authority or the Team may reasonably require;

(iii) a final report concerning the site-use assessment of historical and archaeological artifacts including any necessary surveys and investigations, together with clearance by the appropriate public agencies approving findings and recommendations identified in the final report; and

(iv) obtaining approval of any Response Action plan required under **Section 7.2(b)**, and obtaining a “No Further Action” letter covering soils at the Stadium Site and a “No-Association Determination,” as appropriate, from the MPCA stating that any such Contamination discovered during the Phase II has been removed or remediated to the extent required by the MPCA, and that the Team and the Authority, and their respective successors and assigns and lenders, will not become associated with such

Contamination as a result of acquiring title to the Stadium Site or constructing and operating the Stadium.

(b) Conditions Encountered – Reporting Obligations. If conditions are encountered at the Stadium Site that are subsurface structures, conditions or materials that differ substantially from those indicated in the Geotechnical Report, then the Party discovering such condition shall notify the other Party immediately, and before such conditions are disturbed, but in no event later than five (5) days after either (i) the date the Party first observes the conditions or (ii) the date that such conditions are reported to either of the Parties by the Construction Manager. The Authority Representatives and Team Representatives shall promptly investigate such conditions. If such conditions cause an increase in the cost of, or time required for, performance of any part of the Project, such costs shall be a Project Cost.

Section 7.4 Parking.

Unless otherwise agreed to by the Parties, the Stadium Infrastructure shall include a minimum of two thousand (2,000) parking spaces within one (1) block of the Stadium, connected by skyway or tunnel to the Stadium, and five hundred (500) parking spaces within two (2) blocks of the Stadium, with a dedicated walkway on game days.

ARTICLE 8
FINANCING OF THE PROJECT

Section 8.1 Master Project Budget and Project Expenses.

(a) Preliminary Project Budget and Master Project Budget.

(i) Preliminary Project Budget. The Preliminary Project Budget was established by the Parties pursuant to the execution and delivery of the Preliminary Development Agreement. Upon recommendation by the SDC Group, the Parties hereby approve the amendment to the Preliminary Project Budget as set forth on **Exhibit F-1** hereto (the “**Amended Preliminary Project Budget**”). Until the Master Project Budget is adopted and approved by the Parties, the Amended Preliminary Project Budget will serve as the Master Project Budget.

(ii) Master Project Budget. The Master Project Budget has been established and approved by the SDC Group and the Parties, respectively, and is attached hereto **Exhibit F-2**. The Master Project Budget, (A) supersedes the Amended Preliminary Project Budget, (B) shall govern and control in all respects, and (C) the Master Project Budget, as it may be amended by the Parties from time to time, shall be incorporated into this Agreement. Only the Parties shall have the right to amend the total amount of the Master Project Budget.

(iii) Team Contingency Advance. The amount of the Master Project Budget is Nine Hundred Seventy-Five Million Dollars (\$975,000,000) plus a team-financed contingency of Twenty-Six Million Four-Hundred Forty-Seven Thousand Nine-Hundred Forty-Two Dollars (\$26,447,957) that has been established as a supplemental

contingency funding source for Project Costs incurred that exceed the Master Project Budget (the “**Team-Financed Contingency**”). The Team-Financed Contingency will be in the form of a letter of credit (the “**Contingency Letter of Credit**”) issued by a financial institution on behalf of the Team that specifies the circumstances and amounts of payments that may be made pursuant to the Contingency Letter of Credit. The Contingency Letter of Credit shall be issued and delivered prior to the initial deposit into the Project Accounts of any funds received by the Authority from the State representing any portion of the Authority Contribution, and all payments made under the Contingency Letter of Credit shall be deposited directly into the appropriate Project Account. The Team-Financed Contingency amount will be, at the election of the Team, reduced by (A) Cost Savings that are allocated to the Team pursuant to **Section 8.1(d)** below and applied to scope included in the GMP, (B) payments made to the Project pursuant to a draw on the Contingency Letter of Credit, or (C) direct payments to the Project by the Team for scope included in the GMP. Upon any such reduction of the Team-Financed Contingency amount, the Contingency Letter of Credit amount will also be correspondingly reduced.

(iv) Team Contingency Advance – Special Allocation Provision. The Team and the Authority acknowledge and agree that the Authority may enter into one (1) or more agreements with a third Person with respect to (A) the grant of license or other similar rights for DAS or WiFi at the Stadium, and (B) the grant of development rights in connection with the property referred to as the McClellan block adjacent to the Stadium. If the Authority enters into any such agreements and receives excess capital or proceeds (as described in **Section 8.1(a)(iv)(A)(1)** or **(2)** below) net of the reasonable costs and expenses associated with and incurred by the Authority in connection with the transaction(s) (broker commission, professional fees, etc.) (individually and collectively “**Proceeds**”), in connection with the license, grant, sale or other form of transaction with the third Person, then the amount of such Proceeds shall be treated as set forth in the following subsections:

(A) DAS, WiFi and McClellan Block Excess Proceeds. If (1) any capital is received by the Authority in excess of the capital requirements to install and activate the initial DAS or WiFi in connection with one or more DAS or WiFi transaction(s) or (2) any proceeds are received by the Authority in connection with the McClellan block transaction, the Authority will distribute to the Team such Proceeds from the initial DAS or WiFi transaction(s) or McClellan block transaction up to, but not exceeding, the Team-Financed Contingency. If the amount of Proceeds distributed to the Team equals or exceeds the Team-Financed Contingency, then any additional amount of the Proceeds from the transaction(s) after satisfaction of the foregoing shall be deemed Cost Savings and subject to the Cost Savings provisions set forth in **Section 8.1(d)** and **Section 8.1(e)** below.

(B) DAS, WiFi and McClellan Block Reconciliation of Excess Proceeds. Upon completion of the Project, to the extent that Cost Savings (as set forth in **Section 8.1(d)**) (excluding reduction by application of Proceeds) are less than the Team-Financed Contingency, the Team shall retain the Proceeds paid to

the Team by the Authority up to, but not exceeding, the amount of such difference and will reimburse the Authority for the amount exceeding the difference equal to the Authority's share of Cost Saving that the Authority would have received had the excess Proceeds not been distributed to the Team. To the extent that Cost Savings (as set forth in **Section 8.1(d)**) (excluding reduction by application of Proceeds) are greater than the Team-Financed Contingency, Proceeds paid to the Team by the Authority shall be reimbursed to the Authority in the amount of the difference between the Team-Financed Contingency and the Proceeds paid by the Authority to the Team equal to the Authority's share of Cost Saving that the Authority would have received had the Proceeds not been distributed to the Team.

(v) **Environmental Contingency.** The Master Project Budget will include a separate line item contingency of Two Million Dollars (\$2,000,000) dedicated solely for use by the Stadium Developer to pay costs for the disposal of contaminated soils that exceed the Four Million Three Hundred Seventy-Three Thousand Six-Hundred Sixty-Two Dollar (\$4,373,662) allowance (inclusive of the ten percent (10%) cost increase risk assumed by the excavation subcontractor) that will be established at Certification of GMP (*i.e.*, Mortenson SC 3.1) (the "**Environmental Contingency**"). The Authority and Team acknowledge and agree that the Environmental Contingency is a unique component of the Master Project Budget that is specially funded as a part of the Team-Financed Contingency. Upon completion of the Construction Manager's scope of work for mass excavation, earth retention and demolition (anticipated Summer 2014), any funds remaining in the Environmental Contingency budget line item will be allocated and released from the Master Project Budget to the Team to reduce the Team-Financed Contingency and the Contingency Letter of Credit and such funds will not be allocated to the Owner's Contingency under **Section 8.1(b)(i)(B)** hereof or otherwise considered Cost Savings for any purpose under this Agreement.

(b) **Development and Administration of the Master Project Budget.** The SDC Group (i) shall establish the details and total amount of the Master Project Budget, and (ii) document anticipated costs and cost reductions through value engineering in the course of developing the Final Minimum Design Standards and the Master Project Budget, which Master Project Budget shall include a Project contingency (the "**Owner's Contingency**") that will be agreed upon by the SDC Group. The SDC Group shall work in good faith such that the Master Project Budget shall concentrate spending on Project Costs and, to that end, as many program elements, amenities, and design features as are required for a first class multi-purpose stadium and related infrastructure. The Master Project Budget shall be finalized for recommendation and approval by the SDC Group and approval by the Parties prior to or concurrently with the Certification of GMP. At the time of Certification of GMP, the Construction Manager budget pursuant to the Certification of GMP shall be equal to the Construction Manager budget in the Master Project Budget. After Certification of GMP, the Stadium Developer may use underruns on any line item of the Master Project Budget for which the cost overrun risk is identified as the Owner's Contingency in the Master Project Budget to pay for overruns on any line item of the Master Project Budget as long as the total amount of the Master Project Budget is not exceeded. Underruns in budget line items that identify the Team or the Authority as bearing the cost overrun risk shall be available to the respective Party to pay for overruns in any line item of the

Master Project Budget for which that Party bears cost overrun risk; **provided, however**, that if the Party cannot apply the funds to a budget line item, then such excess shall be transferred to the Owner's Contingency.

(i) Owner's Contingency.

(A) As of the execution date of this Agreement, the Parties have established the Owner's Contingency in the amount of Thirty Million Dollars (\$30,000,000). The Parties have established a schedule for the incremental release of specified amounts of unused Owner's Contingency upon the occurrence of specific Project work milestones (the "**Owner's Contingency Release Schedule**"), each as set forth in **Exhibit G** hereto. Any released Owner's Contingency funds shall be deemed to be Cost Savings (as defined in **Section 8.1(d)**) and applied to Project Costs as set forth and allocated in accordance with **Sections 8.1(d)** and **8.1(e)**. Amounts from Owner's Contingency that would otherwise be released in accordance with the Owner's Contingency Release Schedule may be reserved and delayed for release pending the resolution of Change Orders or Claims of the Construction Manager that have been submitted to the Stadium Developer or can be reasonably estimated and determined by the Stadium Developer that there is a substantial likelihood of such a submittal based on existing facts and circumstances. Based on the foregoing, and notwithstanding any contrary provision in this Agreement, use of the Owner's Contingency for use in the Project shall be assigned priority over all other uses of the Owner's Contingency in the following order: (1) valid claims or Change Orders under the Construction Services Agreement or the Design Services Agreement (in the reasonable judgment of the Stadium Developer) for increases to the GMP or the Design Services Agreement contract amount (other than costs covered in (3) below), (2) Project Cost overruns, (3) valid claims or Change Orders under the Construction Services Agreement or the Design Services Agreement (in the reasonable judgment of the Stadium Developer) for additional Project Costs incurred or to be incurred due to Master Project Schedule delay (including delay arising from damage or destruction of the Project), and (4) the release of Owner's Contingency as Cost Savings pursuant to **Section 8.1(d)**.

(B) The Owner's Contingency may be modified from time to time by (1) the difference between the budgeted and the actual cost incurred (accounting for rebates or other financial consideration) for any category of costs identified in the Master Project Budget, if such actual costs are more or less than the budgeted amount; (2) any amounts released from the Construction Manager Contingency, as that term is defined in the Construction Services Agreement, or amounts released from any other contractor contingencies established during the Project; **provided, however**, that any amounts paid to the State for transfer to the Authority for capital reserves consistent with Section 17.18 of the Construction Services Agreement ("**Construction Services Agreement Savings Share**") shall be allocated as set forth below in **Section 8.1(d)(ii)** hereof; (3) any amounts received due to reductions in cost under the Design Services Agreement; and (4)

any release of collateral or other amounts received under a controlled insurance program (*i.e.*, an OCIP or CCIP).

(ii) Limitation on Authority Funding. Under no circumstances shall the Authority contribute more funds to the Master Project Budget other than authorized by the Act. Nothing in this Agreement shall limit or prevent the Team from funding amounts in excess of the Master Project Budget.

(c) Allocation of Project Costs. The Authority and the Team agree that the Project Costs shall be paid pursuant to this Agreement. Pursuant to the Preliminary Development Agreement, the SDC Group established and approved the allocation of Project Costs, which has been superseded and a copy of such allocation of Project Costs is attached as **Exhibit H** which sets forth the allocations of Project Costs that are binding upon the Parties (i) in the preparation of the Master Project Budget and (ii) for expenditures, costs and reimbursements that are deemed preapproved for payment as Project Costs, subject to the Cost Savings provisions set forth in **Section 8.1(d)** below.

(d) Cost Savings. “**Cost Savings**” shall mean any Project funds released from the Owner’s Contingency pursuant to **Section 8.1(b)(i)**. Cost Savings are contingent upon use by the Stadium Developer to address Contract Revisions or Claims arising out of the Design Services Agreement or the Construction Services Agreement, and shall be further subject to the cost overrun and cost underrun provisions set forth in **Section 5.1(b)(iii)(C) and (D)**.

(e) Allocation of Cost Savings. Any Cost Savings, except as provided in **Section 8.1(f)** below, shall be used as follows:

(i) Apportionment of Cost Savings. Cost Savings shall be apportioned between the Authority and Team as follows:

(A) Cost Savings will first be allocated to fund the First Priority Joint Funded Design Add Alternates set forth in **Section 8.1(e)(ii)(E)** hereof;

(B) After the First Priority Joint Funded Design Add Alternates have been fully funded (including the reimbursement of any advances made by the Team as set forth in **Section 8.1(e)(ii)(E)**), or in the event Cost Savings become available after it is too late to add the First Priority Joint Funded Design Add Alternates to the Project, then the next Three Million Dollars (\$3,000,000) of excess or unused Cost Savings will be apportioned equally (50%/50%) on a dollar-for-dollar basis between the Authority and the Team;

(C) Any remaining Cost Savings in excess of the amounts apportioned and utilized as set forth above in **Sections 8.1(e)(i)(A) and (B)** will be allocated to the Team to be used as set forth in this Agreement.

(ii) Use of Cost Savings.

(A) Authority Use of Cost Savings. The Authority shall use all Cost Savings allocated to it under this Agreement to (1) fund Design Add Alternates set forth on **Exhibit I-1** and **Exhibit I-2**, (2) fund the restoration of Authority Project Cost Allocation Reductions set forth on **Exhibit I-3**, or (3) reimburse the Authority for costs incurred and/or paid by it to complete a Design Add Alternate prior to Cost Savings becoming available to the Authority to pay for such Design Add Alternate.

(B) Team Use of Cost Savings. The Team shall use all Cost Savings it receives under this Agreement to (1) fund Design Add Alternates set forth on **Exhibit I-1** and **Exhibit I-2**, (2) fund the restoration of Team Project Cost Allocation Reductions set forth on **Exhibit I-4**, (3) reduce the Team-Financed Contingency and the Contingency Letter of Credit, or (4) reimburse the Team for costs incurred and/or paid by it to complete a Design Add Alternate prior to Cost Savings becoming available to the Team to pay for such Design Add Alternate.

(C) Restoration of Project Cost Allocation Reductions. Neither Party shall be permitted to use Cost Savings to fund the restoration of Project Cost Allocation Reductions in amounts in excess of those set forth on **Exhibits I-3** and **I-4**.

(D) Joint Funding of Design Add Alternates. If the Authority and Team each agree to fund the same Design Add Alternate set forth on **Exhibit I-1** or **Exhibit I-2**, then each Party shall bear fifty-percent (50%) of the cost to complete that Design Add Alternate, which shall be paid with either Cost Savings available to the respective Party under this Agreement or with a financial contribution or a combination of both.

(E) First Priority Joint Funded Design Add Alternates. The Parties have each agreed that the first priority for use of Cost Savings shall be to add the following Design Add Alternates to the Project: (1) two (2) sets of escalators, (2) one (1) freight elevator, (3) laundry and hydro equipment, (4) the incremental allocation to the Retractable Bowl Seating System specified in **Exhibit I-1** and **Exhibit I-2**, (5) finish out two (2) auxiliary locker rooms, and (6) east relief louvers (collectively, the “**First Priority Joint Funded Design Add Alternates**”). The Parties therefore agree that the foregoing Design Add Alternates in this **Section 8.1(e)(ii)(E)** will be funded with the first available Cost Savings. The Authority further agrees that the Team may elect in its sole discretion to fund any or all of the foregoing First Priority Joint Funded Design Add Alternates with an additional financial contribution if Cost Savings are not available at the time, and the Construction Manager will be directed by the Stadium Developer to add the applicable foregoing First Priority Joint Funded Design Add Alternates. The Authority agrees that the Team will be fully reimbursed for such advanced costs from Costs Savings as such Cost Savings

become available before any such Cost Savings will be apportioned and allocated to the Authority under Section 8.1(e)(i)(B) above.

(iii) Value Engineering and Budget Reconciliation. In connection with the value engineering process to reconcile the Effective Date Minimum Design Standards to the Amended Preliminary Project Budget, the Authority and Team compiled two (2) lists of design elements to be removed from the Project; **provided, however**, that such removed design elements will be maintained in the Project design as add alternates that may be reinstated to the Project in the future in the event funding becomes available in the form of Cost Savings or additional funding. The Architect has been, or shall be, directed to include these add alternates as alternate designs to be included within its design scope of work for immediate use upon the availability of Cost Savings at selection by either or both the Authority and/or the Team.

(A) Authority Design Add Alternates. The Authority's list of design add alternates is referred to herein as the "**Authority Design Add Alternates**" and is attached as Exhibit I-1.

(B) Team Design Add Alternates. The Team's list of design add alternates is referred to herein as the "**Team Design Add Alternates**" and is attached as Exhibit I-2.

Collectively the Authority Design Add Alternates and the Team Design Add Alternates are referred to herein as the "**Design Add Alternates**." With respect to the Authority Design Add Alternates, the Authority identified certain priority items that the Authority desires to be included in the Project in the event Cost Savings or other funding becomes available. In addition, the Authority has identified approximately One Million Eight Hundred Thousand Dollars (\$1,800,000) of Project Cost Allocation Reductions, attached as Exhibit I-3, that the Authority desires to restore in the event funding becomes available in the future ("**Authority Project Cost Allocation Reductions**").

With respect to the Team Design Add Alternates set forth on Exhibit I-2, the Team identified certain priority items that the Team desires to be included in the Project in the event funding becomes available in the future. In addition, the Team identified approximately Nineteen Million One Hundred Thousand Dollars (\$19,100,000) of Project Cost Allocation Reductions, attached as Exhibit I-4, that the Team desires to restore in the event funding becomes available in the future ("**Team Project Cost Allocation Reductions**"). Collectively the Authority Project Cost Allocation Reductions and the Team Project Cost Allocation Reductions are referred to herein as the "**Project Cost Allocation Reductions**."

(iv) Right to Fund a Design Add Alternate and Process to Contract for the Work. Either Party shall have an absolute right to fund and cause a Change Order to be authorized and executed through the Stadium Developer, without the approval of the other Party, a Design Add Alternate set forth on Exhibits I-1 and I-2 with Cost Savings or additional financial contribution, provided that the Construction Manager agrees that

the work can be timely completed without delaying the date of Substantial Completion, or the construction schedule can otherwise be maintained through Construction Manager's acceleration, the costs of which will be allocated from such Party's allocated Cost Savings or paid by the Party electing to fund the Design Add Alternate; **provided, however,** no Cost Savings or other Project Funds will be used to add a parking garage without the approval of the Authority. The Stadium Developer will, at the direction of either Party, submit a Change Order to the Construction Manager to add a Design Add Alternate and cause the Construction Manager to complete the requested work. Prior to the Stadium Developer executing the Change Order, the requesting Party shall either (A) deposit in the Project Account of the Stadium Developer an additional financial contribution in the amount equal to the cost of such Design Add Alternate, as negotiated with the Construction Manager, or otherwise demonstrate to the Stadium Developer the ability to fund such amount when payment is required, or (B) identify funds in an amount equal to the cost of such Design Add Alternate in the Project Account from Cost Savings, or (C) a combination of (A) or (B) above.

(A) Use of Third-Party Contractors. If the requested Design Add Alternate includes a scope of work that will be performed by a contractor or vendor other than the Construction Manager, the Stadium Developer shall contract with such other contractor or vendor selected by the requesting Party to complete the scope of work. Prior to Stadium Developer's execution of the contract with the selected contractor or vendor, the requesting Party shall deposit an amount equal the cost of such Design Add Alternate, as negotiated with the contractor or vendor, in the Project Accounts containing the Project Funds or otherwise demonstrate to the Stadium Developer that the requesting Party has the ability to fully fund such amount when payment is required.

(B) Cost Estimates for Design Add Alternates Shall not be Considered a Restriction. The accuracy or underestimation of the estimated cost of the Design Add Alternates as set forth on **Exhibit I-1** or **Exhibit I-2** shall not be a limitation on either Party's use of Cost Savings to fund any excess cost over estimate for the completion of the Design Add Alternates, or to reimburse the applicable Party for the costs incurred to complete the Design Add Alternate prior to Cost Savings becoming available to pay for the Design Add Alternate.

(v) Right to Restore Project Cost Allocation Reductions. Either Party shall have an absolute right to fund the restoration of Project Cost Allocation Reductions as set forth on **Exhibits I-3** and **I-4** with its allocated and remaining Cost Savings or with a financial contribution, or a combination of both, in its sole discretion and without the approval of the other Party.

(vi) Use of Unused or Excess Cost Savings: Priority Application of Funds. If, after first applying Cost Savings to (A) fund the Design Add Alternates set forth on **Exhibits I-1** and **I-2**, (B) fund the restoration of Project Cost Allocation Reductions, and (C) reimburse the respective Party for costs incurred to complete a Design Add Alternate prior to Cost Savings becoming available to that Party to pay for a Design Add Alternate,

there are unused or excess Cost Savings, or in the event that it is not feasible to use Cost Savings to fund any remaining incomplete Design Add Alternates, then such unused or excess Cost Savings shall be used for other mutually-agreed capital improvements to the Stadium or to acquire and install mutually agreed furniture, fixtures and equipment (FF&E) or advanced electronic equipment or technological services at the Stadium or Stadium Plaza, or in the absence of such mutual agreement shall be transferred to the Authority's Capital Reserve Fund as defined in the Stadium Use Agreement.

(f) Allocation of Construction Services Agreement Savings Share. Any amounts paid to the State for transfer to the Authority for capital reserves consistent with Section 17.18 of the Construction Services Agreement shall be allocated as follows: (i) seventy-five percent (75%) of the Construction Services Agreement Savings Share shall be apportioned in accordance with **Section 8.1(e)(i)**; and (ii) twenty-five percent (25%) of the Construction Services Agreement Savings Share shall be allocated to the Authority's Capital Reserve Fund as defined in the Stadium Use Agreement.

(g) Use of Owner's Contingency. The Stadium Developer shall not use Owner's Contingency to fund any work or item that is inconsistent with, or a significant deviation from, (i) the Construction Manager's approved scope of work set forth in the Construction Services Agreement or (ii) the budgeted items scheduled on the Master Project Budget.

Section 8.2 Team/Private Contribution and Authority Contribution.

Subject to the terms and conditions of this Agreement, the Team and the Authority shall provide the following financing toward the Master Project Budget:

(a) Team/Private Contribution. The Team shall provide, and the Authority to the extent of net proceeds from each sale of SBLs to the public (each an "**SBL Public Sale**") and/or each sale of SBL Revenues in accordance with the provisions of **Section 8.7** below (each an "**SBL Revenue Sale**," and all SBL Revenue Sales and SBL Public Sales, collectively the "**SBL Sale**") shall provide payments for Project Costs pursuant to this Agreement as follows:

(i) As set forth in the Preliminary Development Agreement, the Team has previously provided the Authority with written evidence of Financial Security or other creditworthiness in the amount of Fifty Million Dollars (\$50,000,000), as required by Minnesota Statutes section 473J.15, subd. 2(b). The Authority hereby (A) re-acknowledges receipt of such evidence from the Team and (B) advises the Team that such evidence is satisfactory to the Authority and that the statutory provisions of the Act requiring such evidence have been satisfied.

(ii) The Team's previous payments of Project Costs pursuant to the Preliminary Development Agreement and payments pursuant to this Agreement shall be credited against the Team/Private Contribution and shall be the source of the first funds used for Project Costs.

(iii) As provided in Minnesota Statutes section 473J.15, subd. 2(a), the team contribution and the private contribution amounts to the Project shall total Four Hundred Seventy Seven Million Dollars (\$477,000,000) (the “**Team/Private Contribution**”). The private share of the Team/Private Contribution, shall equal One Hundred Twenty Five Million Dollars (\$125,000,000) (the “**Private Contribution**”) *less* the aggregate amount of all costs of finance related to the SBL Revenue Sales and SBL Related Costs and Expenses as of any date of determination (such amount, the “**Target Private Contribution Amount**”). Prior to or at the closing of the SBL Purchase and Sale Agreement, the Team and the Authority shall jointly determine the Target Private Contribution Amount, and the amount so determined shall thereafter be deemed the Target Private Contribution Amount. Within sixty (60) days after the last day of the first quarter of each calendar year thereafter, the Team and the Authority shall jointly determine the then-current aggregate amount of SBL Related Costs and Expenses previously incurred and estimated to be incurred, and the Target Private Contribution Amount shall be adjusted to reflect any change in the amount so determined from the amount previously determined. The Team shall guarantee the Private Contribution Shortfall in accordance with the provisions of Section 8.7(f). The Team’s share of the Team/Private Contribution (the “**Team Contribution**”), as of any date of determination, shall equal Four Hundred Seventy Seven Million Dollars (\$477,000,000), *less* the Target Private Contribution Amount. The Team Initial Payment shall be the source of the first funds used for Project Costs and shall be credited against the Team Contribution.

(iv) Once the Team shall have deposited all of the Team Initial Payment into the Project Accounts and Fifty Million Dollars (\$50,000,000) of Project Costs shall have been paid from the Team Initial Payment, the next Fifty Million Dollars (\$50,000,000) of Project Costs shall be paid from a portion of the Authority Contribution as provided in Section 8.2(b) below.

(v) Prior to the initial deposit into the Project Accounts of any funds received by the Authority from the State representing any portion of the Authority Contribution, and at all times thereafter, the Team shall have provided Financial Security or financing commitment(s) (or a combination thereof) (each, a “**Team Source of Funds**”), reasonably satisfactory to the Authority in an aggregate Net Available Amount (defined below) at least equal to that portion of the Team Contribution not previously funded by the Team to the Project Accounts or otherwise incurred, paid or expended for Project Costs. The net available amount of any Team Source of Funds shall be the aggregate undrawn or unfunded amount of such Team Source of Funds available to pay Project Costs, in each case net of costs of finance and other fees, costs, and expenses to be paid from such Team Source of Funds (the “**Net Available Amount**”). The Net Available Amount of each Team Source of Funds shall be periodically certified by the Team to the Authority, initially on or prior to the date of the closing of such Team Source of Funds and no less often than annually thereafter. Each Team Source of Funds for the Team Contribution shall be in form and substance reasonably acceptable to the Authority; provided, however, that the Authority acknowledges and agrees that the following Team Sources of Funds are and will be reasonably acceptable to the Authority:

(A) The issuance of an irrevocable letter of credit for the account of the Team, any of its direct or indirect equity owners, or any of their respective affiliates for the benefit of the construction funds trustee in substantially the form of **Exhibit J** attached hereto by any commercial bank that is organized under the laws of the United States, any state thereof or the District of Columbia, and (1) is “well capitalized” (as defined in the regulations of its primary federal banking regulators), and (2)(i) has a short-term debt rating of “P-2” (or higher) according to Moody’s, or a short-term debt rating of “A-2” (or higher) according to S&P, and (ii) has a long-term debt rating of “A3” (or higher) according to Moody’s, or a long-term debt rating of “A minus” or higher according to S&P;

(B) The execution by the Team and/or one or more entities affiliated with the Team, and by NFL Ventures, L.P. and/or one or more entities affiliated with the National Football League (the “**NFL Lenders**”) of definitive loan documentation relating to financing to be provided by the NFL Lenders to the Team and/or one or more of its affiliates (the “**NFL G-4 Facility**”) upon substantially the terms and conditions set forth in that certain 2013 Resolution JC-3 of NFL Ventures, Inc. (the “**NFL G-4 Resolution**”); and

(C) The execution by the Team, one or more of its affiliates and/or one or more statutory trusts or other entities formed to facilitate the provision of financing for the Team/Private Contribution and one or more banks or other financial institutions of definitive loan documentation relating to financing to be provided by such banks or other financial institutions to finance all or a portion of the Team/Private Contribution (the “**Bank Loan Facility**”) upon substantially the terms and conditions set forth in that certain bank loan commitment (the “**Bank Loan Commitment**”) made by and among StadCo, Minnesota Stadium Funding Trust, a bankruptcy remote special purpose Delaware statutory trust (“**FinCo**”), and the financial institutions party thereto (the “**Bank Loan Commitment Parties**”), and the lenders party thereto. Such approval shall extend to and include each sub-loan and sub-purchase facility contemplated by the Bank Loan Commitment. The Authority shall, on the date hereof, provide the Bank Loan Commitment Parties with a written acknowledgement of its receipt and approval of the Bank Loan Commitment in the form of **Exhibit K** attached hereto.

The Team may from time to time request that the Authority approve one or more Team Sources of Funds (including one or more replacement or substitute Team Sources of Funds for any one or more previously approved Team Sources of Funds) by providing written notice of the same to the Authority (each, an “**Approval Request**”). Each Approval Request shall be accompanied by copies of the material definitive credit or other documents evidencing, securing or otherwise relating to such Team Source of Funds (collectively, with respect to each Approval Request, the “**Approval Documents**”); **provided, however**, that such Approval Documents need not be executed by the parties thereto if prospective approval is requested. The Authority shall, within ten (10) Business Days after receipt of any Approval Request, either approve or disapprove such Team Source of Funds by providing written notice of the same to the Team. Any

notice of approval of a Team Source of Funds shall include a statement of the approved amount of such Team Source of Funds (which amount shall equal the maximum aggregate amount available to fund contributions to the Team/Private Contribution upon the terms and subject to satisfaction of the conditions set forth in the related Approval Documents), and may be conditioned upon the execution and delivery of the related Approval Documents by the parties thereto in substantially the form presented to the Authority within ninety (90) days after the date of approval. Any notice of disapproval of a Team Source of Funds shall include a reasonably detailed statement of the reasons for such disapproval and a reasonably detailed description of proposed modifications to such Team Source of Funds and/or the related Approval Documents that would cause the same to be reasonably acceptable to the Authority. The Authority agrees that the inclusion of usual, customary or otherwise commercially reasonable conditions precedent to any draw or other advance of funds in respect of any Team Funding Source set forth in the related Approval Documents shall not itself constitute a basis for disapproval by the Authority of such Approval Documents. The Team may from time to time thereafter submit an Approval Request with respect to any Team Source of Funds disapproved by the Authority, in which case the provisions of this **Section 8.2(a)(v)** shall apply.

(vi) Once Project Costs in the aggregate amount of One Hundred Million Dollars (\$100,000,000) have been paid from the Project Accounts, the balance of the Team/Private Contribution and the balance of the Authority Contribution shall be ratably paid into the Project Accounts periodically in the proportion of forty-eight and eight-tenths percent (48.8%) Team/Private Contribution (allocated ratably between the Team Contribution and the Private Contribution based on the aggregate amount thereof), and fifty-one and two-tenths percent (51.2%) Authority Contribution, in such amounts and at such times as may be required to timely pay the remaining Project Costs. Total Project Costs, unless otherwise agreed by the Team and the Authority and as provided in **Section 8.1(a)(iii)**, as measured at the Completion Date, shall be borne fifty-one and eight-hundredths percent (51.08%) by the Authority Contribution and forty-eight and ninety-two-hundredths percent (48.92%) by the Team/Private Contribution. Amounts to be advanced from Team Sources of Funds to fund deposits to the Project Accounts may be allocated among such Team Sources of Funds as the Team may direct. Amounts to be advanced from or drawn under the SBL Purchase and Sale Agreement shall, unless otherwise agreed by the Team and the Authority, be advanced or drawn ratably, plus or minus five (5%), based on the proportion that (A) the maximum available undrawn amount of the SBL Purchase and Sale Agreement, *less* SBL Related Costs and Expenses expected to be (but not yet) incurred (the “Net Available Amount of the SBL Purchase and Sale Facility”), bears to (B) the sum of the Net Available Amount of the SBL Purchase and Sale Facility and the Net Available Amount of all Team Sources of Funds. The Team and Authority shall fund amounts required from the Team Contribution and the Authority Contribution, respectively, to the applicable Project Account for the payment of Project Costs on a monthly basis and paid within five (5) Business Days following the review and approval of any Development Requisition(s) by both the Team and the Authority pursuant to **Section 8.5(c)** for payments made prior to Certification of GMP, and of any Construction Requisition(s) by both the Construction Monitor and the

Authority pursuant to **Section 8.5(d)** for payments made after Certification of GMP. In addition, the Authority shall fund amounts required for the Private Contribution, to the applicable Project Account for the payment of Project Costs on a monthly basis and paid within five (5) Business Days following the review and approval of any Development Requisition(s) by both the Team and the Authority pursuant to **Section 8.5(c)** for payments made prior to Certification of GMP, and of any Construction Requisition(s) by both the Construction Monitor and the Authority pursuant to **Section 8.5(d)** for payments made after Certification of GMP, to the extent and only to the extent of net proceeds from the SBL Sale.

(vii) The Team Contribution is unconditional as to sources of payment and deposits made by the Team for payment of Project Costs pursuant to this Agreement shall earn interest on any funds deposited pending disbursement.

(viii) The Team Contribution under **Section 8.2(a)(vi)** shall be funded by wire transfer of federal funds pursuant to a draw certificate submitted by the Team for deposit with the Disbursing Agent or in one or more of the Project Accounts. As payments are received into the Project Accounts, that portion of the aggregate Net Available Amount of any Team Source of Funds in excess of the remaining Team Contribution shall, at the request of the Team, be released by the Authority to the Team.

(ix) By way of clarification and limitation, the Team shall not be required under this Agreement to remit to the Project Accounts any amount exceeding the Team Contribution with respect to Project Costs which have been specifically approved pursuant to either **Section 8.1** or a properly approved Development Requisition.

(x) Regardless of the timing of the contribution and disbursement of the Project Funds, the Team and the Authority agree that legal and beneficial ownership of the Stadium shall be as set forth in **Section 8.10** hereof, but no such agreement as to legal and beneficial ownership shall affect the rights of a Party under this Agreement, including but not limited to design approval.

(b) **Authority Contribution.** The Authority shall provide payments for Project Costs pursuant to this Agreement as follows:

(i) The Authority Contribution has been granted to the Authority by the State pursuant to the Grant Agreement from legally available funds. Under Minnesota Statutes section 16A.965, the State has been authorized to issue appropriation bonds for public purposes as provided by Applicable Law, including, in particular, the financing of all or a portion of the acquisition, construction, improving, and equipping of the Stadium Project of the Authority as provided by Minnesota Statutes Chapter 473J, not to exceed Four Hundred Ninety-Eight Million Dollars (\$498,000,000) net of certain costs, payments and deposits as specified in Minnesota Statutes section 16A.965, subd. 2(b). The State anticipates issuing the bonds in several series within the discretion of the State as provided in the Grant Agreement; **provided, however**, that the Authority shall take such action consistent with the Grant Agreement to cause the State to issue such bonds and to

grant the proceeds thereof to the Authority in a manner that allows the Authority to timely meet its obligations hereunder.

(ii) The Private Contribution shall be made from the net proceeds of the SBL Sale.

(iii) The State shall grant to the Authority and the Authority shall deposit into the Project Accounts in a timely manner, as described in Section 8.2(a)(iv) and (vi) above, legally available funds, totaling Four Hundred Ninety-Eight Million Dollars (\$498,000,000) towards the Authority Contribution, which contribution shall be made by wire transfer of federal funds for deposit into one or more of the Project established for deposit of the Authority Contribution. The Authority shall also deposit into the Project Accounts in a timely manner, the net proceeds from the SBL Sale as herein provided as the Private Contribution, which deposit shall be made by wire transfer of federal funds, ACH transfer, or other electronic means of deposit into one or more of the Project Accounts established for deposit of the Private Contribution.

(c) Interest Earnings. Interest earnings, if any, on amounts in the Project Accounts shall not be deemed a part of or credited against any part of the Team/Private Contribution. If this Agreement is terminated prior to the expenditure of all of the Team Initial Payment, the interest earnings on amounts in the Project Accounts shall be credited to the Team. If this Agreement is not terminated prior to the expenditure of all of the Team Initial Payment, the interest on amounts in the Project Accounts shall not be credited towards the Team Contribution or the Authority Contribution, but instead shall be paid to the Authority from time to time for deposit into the Capital Reserve Fund.

Section 8.3 Trust Agreement, Project Accounts and Termination of Project Accounts.

(a) Trust Agreement.

(i) Pursuant to Section 8.4 of the Preliminary Development Agreement, the Parties established the Trust and Disbursement Agreement and a separate Trust and Disbursement Agreement was entered into for the remittance of Project Costs by the Team during the term of the Preliminary Development Agreement.

(ii) Prior to the initial deposit into the Project Accounts of any funds received by the Authority from the State representing any portion of the Authority Contribution, the SDC Group shall direct the Trustee under the Trust and Disbursement Agreement to: (A) pay from the applicable Project Accounts all outstanding invoices and payables authorized for payment by the SDC Group, and (B) transfer the Project Accounts and balances therein to a financial institution approved by the SDC Group in accordance with the RFQ/RFP requirements of the Act and this Agreement. Such financial institution that receives such Project Accounts will become the Trustee and hold such Project Accounts pursuant to a trust agreement (the "**Trust Agreement**") established and approved by the SDC Group in accordance with this Agreement. The Project Accounts shall include separate accounts and subaccounts under the Trust Agreement (each a "**Trust Account**")

for the Team Contribution, the Authority Contribution and the Private Contribution, each of which accounts shall be managed or administered pursuant to the Trust Agreement with the Trustee. The Private Contribution, constituting all net proceeds of each SBL Sale received by the Authority, shall be promptly deposited to the Trust Account established for the Private Contribution. The Trust Agreement shall contain terms and conditions relating to disbursement, certification and application of funds, disbursing procedures and requirements, reporting mechanisms and audit rights that will be made or provided to the Team and the Authority. The Trustee shall make cash payments to the Disbursing Agent. The funds therein shall not be commingled with any other Authority, State, City or Team funds. The Trust Agreement shall be administered and controlled by the Trustee in accordance with the terms of the Trust Agreement. The Trustee shall provide a copy of all monthly statements received in connection with the Trust Agreement to the Parties within a period of five (5) Business Days after receipt of such statements. Notwithstanding the foregoing, the SDC Group may extend the existing Trust and Disbursement Agreement until such time as the Team Initial Payment has been made and all outstanding invoices and payables authorized for payment by the SDC Group have been paid.

(b) Project Account Termination. Upon certification by the SDC Group in writing to the Trustee for the Project Accounts that any of one of the following has occurred: (i) all Project construction has been completed in accordance with this Agreement; or (ii) any Party has exercised its termination right under **Section 9.2** hereof, and in all cases, all legally owing Project Costs have been fully paid, then the Project Accounts will be terminated in accordance with the further provisions of **Section 8.3(c)** hereof.

(c) Disposition of Project Accounts Upon Termination After Project Completion/Non-Completion. Subject to the occurrence of certain events set forth in **Section 8.3(b)** of this Agreement, the Project Accounts shall be terminated by the Trustee in the following manner:

(i) All remaining amounts in the Project Accounts (but not any Financial Security or financing commitment posted by the Team) shall be promptly liquidated.

(ii) If construction of the Project has been completed, then Project Account funds shall be distributed and released as follows:

(A) all remaining Authority Contribution then held in any Project Account and any remaining funds earned from investment of the Authority Contribution shall be paid from the Project Accounts to the Authority, which shall use such funds (1) to remit a refund to the State if and to the extent required by the Grant Agreement, and (2) to the extent any such amounts remain after application of clause (1), to fund the Capital Reserve Fund;

(B) all remaining Private Contribution then held in any Project Account and any remaining funds earned from investment of the Private

Contribution shall be paid from the Project Accounts to the Authority, which shall use such funds to fund the Capital Reserve Fund;

(C) all remaining Team Contribution then held in any Project Account and any remaining funds earned from investment of such Team Contribution shall be paid from the Project Accounts to the Authority to fund the Capital Reserve Fund; and

(D) any Financial Security or other pledged collateral shall be released and transferred to the owner thereof, in each case as directed in writing to the financial institution by such Party.

(iii) If construction of the Project has not been completed and this Agreement has been terminated, then:

(A) all remaining Authority Contribution then held in any Project Account and any remaining funds earned from investment of Authority Contribution shall be paid from the Project Accounts to the Authority, which shall use such funds to make a refund to the State if and to the extent required by the Grant Agreement;

(B) all remaining Private Contribution then held in any Project Account and any remaining funds earned from investment of the Private Contribution shall be paid from the Project Accounts to the Authority;

(C) all remaining Team Contribution and any funds advanced by the Team then held in any Project Account and any remaining funds earned from investment of such Team Contribution or any funds advanced by the Team shall be paid from the Project Accounts to the Team; and

(D) any Financial Security or other pledged collateral shall be released and transferred to the owner thereof, in each case as directed in writing to the financial institution by such Party.

Notwithstanding clauses (A) and (B) of subsection (c)(iii) above, the Grant Agreement will provide that if the initial One Hundred Million Dollars (\$100,000,000) described in **Section 8.2(a)(iv)** has not been completely expended, then the Team shall be entitled to reimbursement in accordance with the Act in an amount equal to the difference between (1) the amount of the Team Initial Payment actually deposited into the Project Accounts, and (2) the product of the statutory percentage allowed by the Act for the aggregate amount expended for Project Costs.

(d) Effect of Disposition of Project Accounts. Disposition of amounts in the Project Accounts and interest as provided under this Agreement shall not satisfy, affect or resolve any Claims or rights held or asserted by any Party related to or arising in connection with duties, disputes or performance unrelated to such disposition, arising under this Agreement, the Grant Agreement or any other agreement.

Section 8.4 Reimbursement of Payments to Team and Authority.

(a) Team Reimbursement – Payments Equal to \$50 Million or Less Upon Termination. If this Agreement is terminated, and at the time of such termination the amount of Project Costs that have been paid or incurred is equal to or less than Fifty Million Dollars (\$50,000,000), the Team shall be reimbursed (i) in accordance with the Act, and (ii) by the Trustee and/or the Disbursing Agent of one-hundred percent (100%) of any amount remitted by the Team pursuant to this Agreement that remains in either the Project Accounts and/or any unexpended amounts that are held by the Disbursing Agent which are no longer required to satisfy Project Cost obligations. The Authority shall, following the termination of this Agreement and the Trustee’s and Disbursing Agent’s completion of their accounting for the Project Costs and disbursements, upon receipt of such funds from the State, remit the amount calculated to be due to the Team under this **Section 8.4(a)**.

(b) Reimbursement of Team and Authority in Accordance with the Act – Payments Exceeding \$50 Million and Less Than \$100 Million. If this Agreement is terminated, and at the time of such termination the amount of the Project Costs that have been paid or incurred is greater than Fifty Million Dollars (\$50,000,000), but equal to or less than One Hundred Million Dollars (\$100,000,000), the Team and the Authority shall be reimbursed in accordance with the Act.

Section 8.5 Payment Procedures; Audit Rights.

(a) Payment Procedures. The SDC Group shall agree upon the payment procedures that shall be implemented in connection with payments to be made from the Project Accounts under the Trust Agreement and the form of Disbursement Request to be used in requesting payments from the Disbursing Agent.

(b) Disbursing Agreement and Agent. The SDC Group shall enter into an agreement with a disbursing agent (the “**Disbursing Agent**”) for the purpose of receiving funds from the Trust Agreement as remitted by the Trustee to pay for or reimburse for the payment of Project Costs (the “**Disbursing Agreement**”). The Disbursing Agent shall be selected in accordance with the RFQ/RFP requirements of the Act.

(c) Development Requisitions. Prior to Certification of GMP, the SDC Group shall have the right, from time to time, to submit to the Trustee, with copies to each of the Parties and the Disbursing Agent, and either Party shall have the right, from time to time, to submit to the Trustee, with copies to the other Party, the SDC Group and the Disbursing Agent, a withdrawal request in the form agreed upon in the Trust Agreement requesting that the Trustee distribute proceeds in the Project Accounts under the Trust Agreement to the Disbursing Agent to pay Project Costs incurred or due and payable in connection with the development of the Project (each, a “**Development Requisition**”). Each Development Requisition shall be accompanied by copies of invoices, cancelled checks or such other backup documentation substantiating such Project Costs incurred or due and payable as may be required by the Trust Agreement. Upon receipt of a Development Requisition from the SDC Group, the Trustee shall (i) review such requisition for compliance with the Trust Agreement, (ii) confirm with the Parties that there are

no material defaults under this Agreement, the Contract Documents or the Disbursing Agreement that would result in withholding any of the payments set forth in the applicable requisition, and (iii) promptly (and in any event, within five (5) Business Days) pay to the Disbursing Agent any undisputed amounts requested in the Development Requisition. A Party's Development Requisition shall be subject to the approval of the SDC Group, which approval shall not be unreasonably withheld. The objecting Party shall provide a specific written objection to the other Party within three (3) Business Days of its rejection of the invoice identifying the objectionable portion of the invoice and reason(s) for the objection. The SDC Group shall approve the non-objectionable portion of the invoice. The Parties shall endeavor to resolve the dispute, otherwise it shall be deemed to be an Expedited ADR Dispute subject to the provisions of **Article 13**.

(d) **Construction and Design Requisitions.** After Certification of GMP, and upon approval of the Authority and the Construction Monitor, the Stadium Developer shall have the right, from time to time, to submit to the Trustee, with a copy to the SDC Group, the other Party and the Disbursing Agent, a withdrawal request in the form to be agreed upon in the Trust Agreement or Disbursing Agreement requesting that the Trustee distribute funds in the Project Accounts under the Trust Agreement to the Disbursing Agent to pay Project Costs incurred or due and payable in connection with the design and construction of the Project (each, a "**Construction Requisition**"). Each Construction Requisition shall be accompanied by the approvals of the Authority and the Construction Monitor, copies of invoices, cancelled checks or such other backup documentation substantiating such Project Costs incurred or due and payable as may be required by the Trust Agreement. The sole basis for disapproval by the Construction Monitor of any Construction Requisition will be the criteria set forth in the form of certification attached as **Exhibit S**. Upon receipt of a Construction Requisition from the Stadium Developer, the Trustee shall (i) review such requisition for compliance with the Trust Agreement, (ii) confirm with the Parties that there are no material defaults under the Trust Agreement or the Disbursing Agreement and confirm with the Stadium Developer that there is no default under the Design Services Agreement or the Construction Services Agreement that would result in withholding any of the payments set forth in the applicable requisition, and (iii) promptly (and in any event, within three (3) Business Days) pay to the Disbursing Agent any amounts undisputed by the Stadium Developer requested in the Construction Requisition.

(e) **Right to Audit.** Each Party shall have the right to audit, upon reasonable notice and at its own expense, the Project Accounts and the Trust Agreement and all expenditures paid therefrom and pursuant to the Disbursing Agreement. The Parties shall reasonably cooperate with the assigned auditors (internal or external) in this regard, including by providing access to such auditors to all records in each of their possession and control directly relating to the Trust Agreement and the Disbursing Agreement. The Party conducting the audit shall provide a complete copy of the audit report to the other Party promptly following receipt of such report. For the avoidance of doubt, each Party shall bear the costs incurred by it in connection with the audit rights in this **Section 8.5(e)**, and such costs shall not be deemed to be Project Costs. Notwithstanding the foregoing, the Parties may agree to jointly retain external, independent auditors for the purpose of auditing the records arising from the Trust Agreement and the Disbursing Agreement and, if the Parties do so jointly retain an auditor, the cost of the joint auditor shall be a Project Cost. If the State legislative auditor undertakes its duty to audit the

Project pursuant to the Act, such costs and expenses incurred shall be a Project Cost; **provided, however,** such costs and expenses shall not include the costs and expenses of auditing the normal and recurring operations of the Authority (separate from the Project).

Section 8.6 Construction Monitor.

The Team and the Authority will cause FinCo to engage an independent engineering firm as the Construction Monitor. The Construction Monitor shall monitor the construction work from time to time throughout the Term of this Agreement. The Construction Monitor shall also serve as an independent engineer on behalf of FinCo for the purposes set forth in the definition of Construction Monitor contained in **Schedule 1** of this Agreement. The scope of the monitoring by the Construction Monitor as well as the scope of its services in its capacity as an independent engineer, including, without limitation, for review of progress of work, review of contracts and substantive budget reviews, review of payment and performance bonds, status of approvals and permits, review of proposed material Change Orders and Change Orders that involve an expenditure from the Owner's Contingency and the source of funds for the Project. The Construction Monitor will also serve in its capacity as the Construction Monitor under this Agreement with respect to the loan agreements relating to the Team Contribution.

Section 8.7 Project Financing – Cooperation.

(a) Facilitation of Financing. The Parties will cooperate with each other to facilitate the financing of the Project consistent with the Act. Such cooperation shall include, on the part of the Authority, the following:

(i) Collaboration with the Team for implementation of the Team financing strategy, including but not limited to the efficient and timely documentation and closing of (A) the Bank Loan Facility upon substantially the terms set forth in the Bank Loan Commitment, (B) the NFL G-4 Facility upon substantially the terms set forth in the NFL G-4 Commitment, (C) the SBL Purchase and Sale Facility as described in **Section 8.7(b)** below, and (D) each other Team Source of Funds from time to time approved by the Authority pursuant to **Section 8.2(a)** hereof.

(ii) Participation by the Authority in any commercially reasonable due diligence review of the Project, the Parties and matters reasonably related thereto conducted by the provider(s) of any proposed source of funds for Team/Private Contribution, all in accordance with such provider(s)' usual, customary and prudent underwriting practices.

(iii) The preparation, execution and delivery of such resolutions, certificates, legal opinions and other documents reasonably necessary or desirable to consummate the closing of and funding under any Team Source of Funds, all in accordance with usual and customary commercial financing practices, which documents shall include with respect to the Bank Loan Facility an opinion of legal counsel to the State with respect to the Grant Agreement in such form as the Bank Loan Commitment Parties may reasonably require.

(iv) The execution and delivery by the Authority of such documents, instruments and agreements, and taking such other actions, as the Team or any party to any source of funds for Team/Private Contribution may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by such source of funds for Team/Private Contribution, whether prior to, at or after the closing of such transactions.

Such cooperation shall not require the Authority to incur any material cost, or impose upon the Authority any material liability or potential liability; **provided, however**, that the foregoing limitation shall not apply to (A) any cost or liability in connection with the Authority Contribution, (B) overhead expenses, general and administrative expenses and other indirect costs incurred by the Authority in connection with such cooperation other than as can be properly segregated and allocated to the activities of the Authority related to the SBL Purchase and Sale Facility, (C) any cost or risk that is recourse only to revenue from the stadium builder licenses owned by the Authority, or that arises from any representation or warranty made by the Authority, and (D) indemnity, hold harmless and similar provisions relating to the Authority's participation in the SBL Purchase and Sale Facility consistent with those set forth in the SBL Purchase and Sale Agreement. The Authority agrees to execute and deliver to FinCo and StadCo, on the later of the date hereof or the date on which the Bank Loan Commitment is executed by the parties thereto, the Indemnification and Contribution Agreement in substantially the form attached as **Exhibit L-1** hereto. The Authority and the Team agree to execute, and the Team will cause StadCo to execute, on the later of the date hereof or the date on which the SBL Purchase and Sale Agreement is executed by the parties thereto, the Indemnification and Contribution Agreement in substantially the form attached as **Exhibit L-2** hereto.

(b) Marketing and Sale of SBLs; SBL Purchase and Sale Facility. The Authority shall own and retain the exclusive right to sell, and shall sell, SBLs in the Stadium pursuant to (i) the Authority Stadium Builder License Program attached as **Exhibit M-1** hereto (the "**Authority Stadium Builder License Program**") and (ii) the SBL Marketing and Sales Agreement attached as **Exhibit M-2** hereto (the "**SBL Marketing and Sales Agreement**"). The Authority shall retain the Team to act as the Authority's agent in marketing and selling such licenses pursuant to the SBL Marketing and Sales Agreement. The Authority further covenants and agrees that it shall establish a One Hundred Twenty Five Million Dollars (\$125,000,000) purchase and sale facility with respect to revenues associated with SBLs in the Stadium (the "**SBL Purchase and Sale Facility**") by executing and delivering to the appropriate parties an SBL Purchase and Sale Agreement in substantially the form attached as **Exhibit N** hereto (the "**SBL Purchase and Sale Agreement**") contemporaneously with the closing of the Bank Loan Facility, and by otherwise taking such action as may be reasonably required to consummate in a timely and efficient manner the transactions related to the SBL Purchase and Sale Agreement. Such cooperation action shall include delivery by legal counsel to the Authority of usual and customary legal opinions (including without limitation a so-called 'true-sale' opinion) in such form as the Bank Loan Commitment Parties may reasonably require.

(c) Use of Private Contribution Proceeds. The Authority shall consummate SBL Revenues Sales under the SBL Purchase and Sale Facility at such times and in such amounts as may be necessary to timely make each funding of the Private Contribution and to timely pay all

SBL Related Costs and Expenses. All proceeds from the SBL Public Sale and/or SBL Revenue Sale constituting the Private Contribution, including without limitation all proceeds from any sale of the SBL Revenues pursuant to the SBL Purchase and Sale Agreement, shall be deposited into the Project Account established for deposit of the Private Contribution as set forth in **Section 8.3(a)(ii)** or used to pay SBL Related Costs and Expenses. The Team shall have no ownership interest in proceeds generated from the Authority's sale of SBLs.

(d) **Conditional Assignment of Construction-Related Agreements.** The Authority shall conditionally assign all of its right, title and interest in and to the Development Agreement Documents (as defined in the Stadium Use Agreement), excluding this Agreement, but including without limitation the Construction Services Agreement and the Design Services Agreement, pursuant to a Conditional Assignment of Construction Services Agreement in substantially the form attached as **Exhibit O-1** hereto and a Conditional Assignment of Design Services Agreement and Plans in the form attached as **Exhibit O-2** hereto.

(e) **[RESERVED]**

(f) **Private Contribution Shortfall.** The Team hereby guarantees payment of any "Private Contribution Shortfall", defined for purposes of this Agreement to equal, as of any date of determination, (i) the Target Private Contribution Amount *plus* the amount of SBL Related Costs and Expenses not yet paid, *less* the aggregate amount of the Private Contribution previously deposited into the Project Accounts or otherwise used to pay Project Costs, *less* (ii) the aggregate remaining amount available to fund the Private Contribution and SBL Related Costs and Expenses under the SBL Purchase and Sale Facility or any similar facility established to purchase SBL Revenues; *provided*, that in no event shall the Private Contribution Shortfall be less than \$-0-. The Team shall guaranty the Private Contribution Shortfall, and at all times during which a Private Contribution Shortfall exists shall provide a Team Source of Funds in an amount at least equal to the amount of such Private Contribution Shortfall, which Team Source of Funds shall be reasonably acceptable to the Authority and shall be subject to approval by the Authority in accordance with the provisions of **Section 8.2(a)(v)**. The Team shall satisfy its obligation to guaranty any Private Contribution Shortfall under this **Section 8.7(f)** by making advances in respect of the Private Contribution on behalf of the Authority which advances shall reduce the obligation of the Authority with respect to the Private Contribution by the amount of such advances, at such times and in such amounts as the Private Contribution is required to be paid into the Project Accounts under **Section 8.2(a)(vi)** or is utilized to reimburse SBL Related Costs and Expenses pursuant to this Agreement or the SBL Marketing and Sales Agreement, which advances and related costs of financing shall be reimbursed by the Authority to the Team solely from SBL Revenues to which the Authority is or becomes entitled.

Section 8.8 **Cost Overruns.**

The Stadium Developer shall be responsible for payment of any Cost Overrun, which payment shall be made at such time as any portion thereof is legally required to be paid with respect to the Project; **provided, however**, that if the Stadium Developer is the Authority, the contract or contracts entered into by the Authority under **Article 6** hereof shall provide that any Cost Overruns are the responsibility of the Construction Manager, trade contractor or vendor,

and not of the Authority or the State; and **provided, further**, in no event shall the State or the Authority be liable to contribute in excess of Four Hundred Ninety-Eight Million Dollars (\$498,000,000) for Project Costs. The Authority shall not accept responsibility for Cost Overruns and shall not be responsible for Cost Overruns if the Authority has authorized the Team to become the Stadium Developer under **Section 6.1**, in which case the Team shall be responsible for Cost Overruns.

Section 8.9 **Sales Tax Exemption.**

As necessary, the State and the Authority shall cooperate with the Team to utilize the sales tax exemptions for materials and equipment under the Act. The State or the Authority (as applicable) shall execute and deliver all documents and certificates as necessary to assure that the Project and Construction Manager takes full advantage of sales tax exemptions for materials and equipment available under the Act, including, but not limited to, directing the Construction Manager to exercise all ordinary and necessary measures to qualify the transactions under the Stadium sales/use tax exemption to avoid or minimize sales/use tax costs of the Project. The management of the delivery and installation of such materials and equipment shall be the responsibility of the Construction Manager or trade contractor.

Section 8.10 **Ownership of Project, Stadium Use Agreement and Team Tax Benefits.**

(a) **Ownership of Project.** The Team acknowledges and agrees that the Stadium Site, together with all real and personal property constructed, installed and placed on the Stadium Site pursuant to this Agreement (with the exception of property funded through payments made by the Team pursuant to Section 5.6(e), Section 5.6(f), Section 5.6(g), and Section 5.6(h) of the Stadium Use Agreement), including the Stadium and Stadium Infrastructure, and all right, title and interest thereto and therein, shall be the property of and owned by the Authority, subject, however, to such use rights as are conferred on the Team pursuant to the Stadium Use Agreement. In furtherance thereof, the Team, at the request of the Authority, will execute and deliver a confirmatory quit claim deed or quit claim bill of sale in form and substance reasonably acceptable to the Authority (subject, however, to the rights of the Team under the Stadium Use Agreement). The Authority agrees that the Team shall retain all tax benefits with respect to the Team's Stadium Property and the Team's Beneficial Rights.

(b) **Team's Stadium Property.** The Parties acknowledge and agree that (i) portions of the Team Contribution and payments under Section 5.6(e), Section 5.6(f), Section 5.6(g), and Section 5.6(h) of the Stadium Use Agreement shall be used to construct or provide (or cause to be constructed or provided) certain specific improvements, fixtures, furnishings, equipment and other Internal Revenue Code Section 1245 personal property of a nature described in **Exhibit D-1** of the Stadium Use Agreement to be placed in or upon the Stadium (including Team Year-Round Use Areas and Team Allocated Spaces as defined under the Stadium Use Agreement) and related property (collectively, the "**Team's Stadium Property**"), and (ii) the Team shall retain the sole legal and beneficial ownership of Team's Stadium Property to the extent that (A) the capital cost of such Team's Stadium Property is not included in the initial construction of the Stadium or Stadium Infrastructure or in any Capital Funding Plan as defined in the Stadium Use Agreement, (B) such capital cost is paid for by or otherwise a capital cost for which the Team is

responsible hereunder, and (C) such Team's Stadium Property is not permanently affixed to the Stadium or Stadium Infrastructure. The Team will have the right to remove the Team's Stadium Property which is legally and beneficially owned by the Team at its discretion, subject to the Team's responsibility to pay for the reasonable costs of removal and base-level repairs, if any, resulting from such removal.

(c) Team's Stadium Property Schedule. For purposes of identifying the Team's Stadium Property and the Team's Beneficial Rights (as defined below) therein, the Team shall prepare a schedule for the Authority's review and consent identifying the items constituting the Team's Stadium Property and allocating the Team's investment among the items forming the Team's Stadium Property as the Team shall elect (such schedule and allocation, the "**Team's Stadium Property Schedule**"). The Authority will have thirty (30) days after receipt to review and consent to the Team's Stadium Property Schedule, or to notify the Team in writing of any objections. If the Authority does not deliver a written objection and the basis thereof to the Team's Stadium Property Schedule within thirty (30) days of receipt of such Team's Stadium Property Schedule, then the Team's Stadium Property Schedule shall be deemed automatically consented to by the Authority and shall be final and binding on the Parties absent manifest error. If the Authority delivers to the Team a written objection and the basis thereof to the Team's Stadium Property Schedule within thirty (30) days of receipt by the Authority, then the Parties shall negotiate in good faith to resolve the disputes and, if the Parties are unable to resolve the disputes, either Party may seek any available remedy from a court of competent jurisdiction. The final and binding Team's Stadium Property Schedule shall be affixed to this Agreement as **Exhibit P**.

(d) Team's Right to Depreciation. The Parties acknowledge and agree that (i) the Team shall have the sole depreciable interest for income tax purposes in all of the Team's Stadium Property (whether or not such Team's Stadium Property is owned legally and beneficially by the Team), and (ii) for all income tax purposes, neither the Authority nor any other Person shall have the right to take depreciation deductions with respect to the Team's Stadium Property or claim any other right to tax benefits arising from the Team's Stadium Property, such depreciation deductions and tax benefits (the "**Team's Beneficial Rights**") being exclusively reserved to the Team unless assigned by the Team, in whole or in part, to one or more third Persons (including Affiliates). The Team shall have (A) a right, title and interest in the leasehold interest of the Team created by and arising from this Agreement and (B) a depreciable interest for tax purposes in, though no legal ownership of, all leasehold improvements paid for or otherwise funded by the Team. Neither the Team's ownership of, nor the Team's Beneficial Rights in, the Team's Stadium Property shall in any way affect, limit, modify or change in any way the rights, obligations and responsibilities of the Parties, as more particularly set forth in this Agreement; however, the Authority covenants and agrees to cooperate with the Team in the allocation of depreciable assets for the benefit of the Team with respect to the Team's Stadium Property, including in connection with the Team's Stadium Property Schedule, and the leasehold improvements to the Stadium and Stadium Infrastructure paid for or otherwise funded by the Team.

Section 8.11 Team Right to Remit Project Costs in Excess of Obligation.

Notwithstanding and prevailing over any contrary provision or implication of this Agreement, in addition to the Team Contribution, if the Project Costs exceed the Team/Private Contribution and Authority Contribution (plus any other funds or grants available for payment of the Project Costs), the Team shall have the right (but not the obligation), in its sole discretion, to pay into the applicable Project Accounts any additional funds needed to pay the excess Project Costs.

Section 8.12 Team Use of Related Entities.

The Authority hereby acknowledges, agrees, and approves that (a) any of the obligations of the Team under this Agreement may be performed by the Team, a related entity of the Team, or a third party with common beneficial or equity ownership with the Team (including trusts or other entities established for the benefit of one or more members of the Team's ownership or one or more family members of the Team's ownership) and (b) the Team, a related entity of the Team or a third party with common beneficial or equity ownership with the Team (including trusts or other entities established for the benefit of one or more members of the Team's ownership or one or more family members of the Team's ownership) may receive revenues to which the Team is entitled under this Agreement or the Act; **provided, however**, the Team shall remain liable to the Authority for the failure of any such assignee to perform any duty, comply with any obligation or contractual requirement under this Agreement, or pay any liability that is assigned to a related entity of the Team or a third party as described above.

**ARTICLE 9
REPRESENTATIONS AND WARRANTIES OF AUTHORITY**

The Authority hereby represents and warrants to the Team that, as of the date of execution of this Agreement:

Section 9.1 Organization.

The Authority is a political subdivision, duly organized, validly existing, and in good standing under the Applicable Laws of the State.

Section 9.2 Authorization, Validity and Enforceability.

The Authority has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the Authority of this Agreement have been duly authorized and approved by all necessary Authority action. This Agreement, when executed, shall constitute the valid and legally binding obligations of the Authority, enforceable against it in accordance with its terms.

Section 9.3 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, charters, instruments,

contracts, judgments or decrees to which the Authority is a party, or by which the Authority or its assets may be bound or affected.

Section 9.4 No Violation of Applicable Laws.

The Authority has complied in all material respects with all Legal Requirements and is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

Section 9.5 Litigation.

To the actual knowledge of the Authority, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the Authority seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of the Authority hereunder.

Section 9.6 Funding Sources Determination.

The Authority has determined or will determine prior to Certification of GMP that all public and private funding sources for construction, operating expenses, and capital improvements and repairs, including funds adequate to design, construct, furnish, and equip the Project, pay projected operating expenses and the costs of capital improvements and repairs during the term of the Stadium Use Agreement, are included in written agreements, and have been made available (if legally required by the date in question) or are reasonably expected to be made timely available (when legally required).

**ARTICLE 10
REPRESENTATIONS AND WARRANTIES OF TEAM**

The Team hereby represents and warrants to the Authority that, as of the date of execution of this Agreement:

Section 10.1 Organization.

The Team is a limited liability company duly organized, validly existing and in good standing under the Applicable Laws of State of Delaware and is the owner of the Minnesota Vikings NFL franchise.

Section 10.2 Authorization, Validity and Enforceability.

The Team has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery and performance of all obligations of the Team under this Agreement have been duly authorized and approved by all necessary Team action. All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Agreement has been taken. All consents

and approvals of any Person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute valid and legally binding obligations of the Team, enforceable against it in accordance with its terms.

Section 10.3 Financial Position.

The Team is able to pay its debts as they mature and possesses sufficient working capital to meet its financial obligations, as they become due, under this Agreement.

Section 10.4 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected, including the constitution, by-laws, rules and regulations of the NFL, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

Section 10.5 No Violations of Applicable Laws.

The Team has complied in all material respects with all Legal Requirements and is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

Section 10.6 Litigation.

To the actual knowledge of the Team, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the Team seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of the Team hereunder.

**ARTICLE 11
ADDITIONAL COVENANTS AND CONDITIONS**

Section 11.1 Additional Covenants of the Parties.

(a) [RESERVED].

(b) Expansion of Tailgating Areas. The Team will engage with the City, including entering into appropriate agreements, if any, to expand the current tailgating boundaries on surface parking lots generally east and south of the Stadium, recognizing that certain areas will not be practical for tailgating, and to amend Minneapolis Code of Ordinances, Title 13, Section 319.310 to include tailgating areas which have been identified and agreed upon. The Team and the City may also explore tailgating areas along current and future light rail transit lines. It is

anticipated that any costs associated with tailgating on surface parking lots (for example, cleaning and trash removal) will be paid for by the owners of such lots.

(c) Liquor Licenses. The Authority shall seek and obtain from the City all intoxicating liquor licenses that are reasonably required for the Stadium and Stadium Infrastructure or other areas where the Authority has secured rights of use and the Authority deems appropriate for such licenses. These licenses are in addition to the number authorized by Applicable Law and such licenses shall be in the name of the Authority.

(d) Use of References and Logos in Offering Documents. The State, Authority and the Team shall permit references to their respective entities and organizations and the use of their respective trade names and logos, if any, in all offering documents of the State related to the issuance of the bonds.

(e) Operations Management Company for Stadium. The Authority and the Team will mutually agree on an experienced third party private management company or qualified individual to manage the Stadium on behalf of the Authority, and will also mutually agree on the food and beverage concessionaire. The Authority, with the approval of the Team, may enter into an agreement with a program manager for management of the Stadium, for a maximum of thirty (30) years. The Authority may negotiate a fixed-cost operating, management or employment agreement under which the third party manager or program manager assumes responsibility for Stadium operating costs and shortfalls.

(f) Access to Financial Information. The Team shall provide the Authority timely access to Team financial information or other information, which the Authority deems necessary for the determination to be made by the Authority under **Section 11.2(b)(vi)**. Any financial information obtained by the Authority under this provision is nonpublic data under Minnesota Statutes section 13.02, subd. 9. Team financial information and other information shall not include financial information of the NFL, NFL Ventures LP, the other NFL member clubs, and any of the Affiliates of the foregoing entities.

(g) Existing Workers. The Team and the Authority shall conclude necessary arrangements, including appropriate agreements, if any, to give food, beverage, retail and concession workers presently employed by the Team or the Authority or its vendors at the Metrodome the opportunity to continue their employment in comparable positions at the Stadium or Stadium Site. Workers who are presently represented under a collective bargaining agreement may seek to continue such representation in the Stadium or Stadium Site and designate such, or another collective bargaining unit, as their representative.

(h) Commemorative Bricks. The Authority shall sell commemorative bricks to be displayed at a prominent location in the Stadium, for an amount to be determined by the Authority. Funds raised through such sales are appropriated to the State for transfer to the Authority.

(i) Agreement to Play at TCF Bank Stadium. The Team has entered into an agreement with the University of Minnesota under which the Team will play games at TCF Bank

Stadium when, by reason of construction of the Project, such games cannot be played at the Metrodome and Substantial Completion of the Project has not yet occurred.

(j) Sports-Themed Lottery Games. The Team will enter into arrangements, including appropriate agreements, if any, to reasonably cooperate with and assist the State Lottery in complying with NFL policies on use of trademarks, images and logos, and otherwise, in order for the State Lottery to carry out lottery games based on Stadium or professional sports themes provided for in Minnesota Statutes section 349A.20, should such games be conducted in accordance with the provisions of Minnesota Statutes section 16A.1524. Revenues from the games are appropriated to the general fund.

(k) Site Signage. The Parties shall determine as to whether the Project will have on-site signage describing the sources of funding and naming the responsible Governmental Authorities and private financing sources.

(l) Employment Assistance and Job Fair. The Authority will contract with an employment assistance firm (preferably owned by a minority, disabled individual or a woman) to create an employment program to recruit, hire and retain minorities for the Stadium in accordance with Minnesota Statutes section 473J.12, subd. 1. The Authority will hold a job fair and recruit and advertise at or with certain organizations specified in Minnesota Statutes section 473J.12, subd. 1. In addition, the Authority and Team intend to supplement the requirements of Minnesota Statutes section 473J.12, subd. 1 and the Authority will engage an employment assistance firm to identify, train and facilitate the hiring and utilization of minorities, women, and veterans by the Construction Manager and its subcontractors hired to construct the Project.

(m) Apportionment of Liquidated Damages under Construction Services Agreement. The Authority and Team acknowledge that for purposes of reducing to a liquidated sum the direct and consequential damages that each may incur in the event the Construction Manager fails to complete its work prior to certain specified deadlines, Article 4 of the Construction Services Agreement provides for the Construction Manager's payment of liquidated damages to the Authority. Absent gross negligence or willful misconduct in connection with the Authority's acts or omissions arising from its obligations hereunder the Authority shall not be liable for Losses to the Team arising from late completion of the Project pursuant to the July 1, 2016 completion date set forth in the Construction Services Agreement. Absent such gross negligence or willful misconduct, the Parties acknowledge and agree that their sole remedy for such late completion of the Project shall be limited to (i) the liquidated damages that are due from the Construction Manager under the Construction Services Agreement and shared by the Parties pursuant to **Section 11.1(m)** hereof, and (ii) the Losses the Parties may recover pursuant to the Design Services Agreement for damages due to late completion of the Project; **provided, however,** that the foregoing does not affect (A) the right of either Party to recover from insurance policies that may provide coverage for risk of late completion of the Project, or (B) the provisions of this Agreement or the Stadium Use Agreement with respect to the Team's payment obligations or abatement hereunder or thereunder. The Authority and Team hereby acknowledge and agree that any such liquidated damages recovered from the Construction Manager shall not constitute, and shall not be deemed, "costs savings" or "additional funds" obtained by the Authority or the Team for the Stadium or Stadium Infrastructure pursuant to Minnesota Statutes

section 473J.11 as such funds are intended to compensate each Party for damages incurred due to Construction Manager's delay. The Authority and Team further acknowledge and agree that any such liquidated damages recovered from the Construction Manager shall be allocated between the Parties as follows:

(i) Per day liquidated damages: any liquidated damages assessed on a "per day" basis as provided for in Section 4.2.1 of the Construction Services Agreement, and which are recovered from the Construction Manager due to its failure to achieve Substantial Completion on or before July 1, 2016, shall be divided by the Authority and Team in equal shares.

(ii) Scheduled Event: any liquidated damages recovered from the Construction Manager due to its failure to complete the Project in time to host a Scheduled Event (as defined in Section 4.2.1 of the Construction Services Agreement) on or after August 1, 2016, shall be paid to the Authority.

(iii) NFL Games: any liquidated damages recovered from the Construction Manager due to its failure to complete the Project in time to host the first two scheduled NFL Games (as that term is used in Section 4.2.1 of the Construction Services Agreement) in the Stadium on or after August 1, 2016 shall be paid as follows: (A) to the Authority in an amount equal to its actual damages up to a cap of Two Hundred Fifty Thousand Dollars (\$250,000), but in no event more than five percent (5%) of the liquidated damages recovered from the Construction Manager, and (B) the entire balance of the liquidated damages recovered from the Construction Manager to the Team. Any liquidated damages recovered from the Construction Manager due to its failure to complete the Project in time to host the third scheduled NFL Game in the Stadium on or after August 1, 2016 shall be paid as follows: (1) to the Authority in an amount equal to its actual damages up to a cap of five percent (5%) of the liquidated damages recovered from the Construction Manager, and (2) the entire balance of the liquidated damages recovered from the Construction Manager to the Team.

For purposes of this **Section 11.1(m)**, liquidated damages recovered from the Construction Manager shall include any amounts withheld from the Construction Manager under a right of setoff or amounts otherwise withheld from the Construction Manager under the Construction Services Agreement if the setoff or withholding was implemented specifically for purposes of securing and satisfying the Construction Manager's obligations to pay liquidated damages under Article 4 of the Construction Services Agreement, and such amount withheld from the Construction Manager shall instead be paid to the Authority and/or Team as set forth in this **Section 11.1(m)**.

Section 11.2 Execution of Documents.

(a) Concurrent Documents. The Parties shall execute and deliver the following documents and agreements with this Agreement:

(i) Stadium Use Agreement; and

(ii) Football Playing Agreement.

(b) Agreements to be Entered Into. The Parties shall use their respective commercially reasonable efforts, as applicable, to cause the following to occur on or before the respective dates set forth below:

(i) the Team and the Authority shall have executed the Stadium Use Agreement on or before the Effective Date;

(ii) the State and the Authority shall have executed the Grant Agreement on or before November 1, 2013, subject to extension by mutual agreement of the Team and the Authority; and

(iii) the Authority shall have entered into a professional services agreement with an insurance consultant, broker and administrator on or before November 8, 2013, subject to extension by mutual agreement of the Team and the Authority.

(c) Effect of Not Entering Into Agreements. If any of the agreements listed in **Section 11.2(b)** have not been executed and delivered on or before the respective dates set forth therein, then any Party may terminate this Agreement by written notice to the other Party, unless the Parties have agreed, in their respective sole discretion, to extend any of the above dates. A notice to terminate is not subject to the cure periods set forth in **Section 12.1** hereof. A notice to terminate or a notice providing an extension of the termination date must be given on or before fifteen (15) days after the applicable date set forth above (as such date may be extended by agreement of the Parties) or the termination right granted under this **Section 11.2** relating to the particular event shall expire. Any Party may thereafter exercise any right or remedy available under **Section 12.1** hereof, not related solely to failure to deliver and execute the document, other than termination. Under no circumstance may this Agreement be terminated by either Party pursuant to **Section 11.2(c)** following the Certification of GMP.

(d) Termination Reimbursement. In the event the Agreement is terminated by a Party pursuant to **Section 11.2(c)**, the Parties shall be respectively entitled to reimbursement of expended funds only as provided under **Article 8**.

Section 11.3 No Injunction.

There shall not be in effect any Applicable Law or any injunction or other order that prohibits the consummation or performance of this Agreement by either Party hereto.

ARTICLE 12 DEFAULT AND REMEDIES

Section 12.1 Events of Default.

Each of the following shall constitute an event of default (“**Event of Default**”) under this Agreement:

(a) Covenant Default. A Party's violation or failure to perform or observe any material covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the non-performing Party by the other Party identifying with particularity the failure or violation; **provided, however**, that so long as such failure or violation is susceptible to cure within a period of time that does not unreasonably cause risk to achieving the completion of the documents and actions set forth in **Article 8**, but is not reasonably capable of being cured within such thirty (30) day period, there shall exist no Event of Default if (i) the Event of Default is susceptible to cure and (ii) the non-performing Party promptly notifies the other Party of the non-performing Party's intention to duly institute all steps necessary to cure such default and the non-performing Party promptly commences cure of such failure or violation within such thirty (30) day period and diligently pursues such cure to completion;

(b) Representation Default. Any representation or warranty made by a Party herein shall prove to have been incorrect when made, in any material respect;

(c) Team Bankruptcy/Insolvency Default. (i) The Team shall institute voluntary proceedings in bankruptcy, (ii) involuntary proceedings in bankruptcy shall be instituted against the Team that are not discharged within ninety (90) days thereafter, (iii) any proceedings shall be instituted by or against the Team under any Applicable Law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing, (iv) a trustee or receiver shall be appointed for the Team by any court of competent jurisdiction, or (v) the Team shall make a general assignment for the benefit of its creditors.

(d) Authority Bankruptcy/Insolvency Default. (i) The Authority shall institute voluntary proceedings in bankruptcy, (ii) involuntary proceedings in bankruptcy shall be instituted against the Authority that are not discharged within ninety (90) days thereafter, (iii) any proceedings shall be instituted by or against the Authority under any Applicable Law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing, (iv) a trustee or receiver shall be appointed for the Authority by any court of competent jurisdiction, or (v) the Authority shall make a general assignment for the benefit of its creditors.

Notwithstanding the above, failure to reach agreement on Final Minimum Design Standards within the deadlines of the Task List and Design Delivery Schedule shall not be an Event of Default.

Section 12.2 Injunctive Relief; Specific Performance.

The Parties acknowledge that the rights conveyed by this Agreement and the covenants of the Parties are of a unique and special nature, and that any violation of this Agreement shall result in immediate and irreparable harm to the Authority or the Team, as applicable, and that in the event of any actual or threatened breach or violation of any of the provisions of this Agreement, other than a monetary breach, each Party shall be entitled as a matter of right to seek injunctive relief or a decree of specific performance from any court of competent jurisdiction.

The alleged breaching Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 12.3 Remedies Cumulative.

Subject to any terms to the contrary set forth in this Agreement, all rights and remedies which may be pursued at law, in equity, or as otherwise set forth in this Agreement, are cumulative. Nothing shall limit any Party's right to pursue rights and remedies at law or in equity, unless specifically set forth in and limited by this Agreement. A Party's exercise of any such rights or remedies shall not prevent the concurrent or subsequent exercise of any other right or remedy, and shall not preclude or waive the right to use any other remedy.

Section 12.4 Risk of Certain Losses; Force Majeure.

If the failure of a Party to act or omit to act under this Agreement, other than the payment of monies, is due to an occurrence of Force Majeure, and such inaction or omission occurs without the fault of the Party claiming an extension of time to perform, such Party shall be granted relief hereunder by an extension of time to perform as set forth herein. An extension of time for any such Force Majeure event shall be limited to the time period of delay arising from such Force Majeure event, which period shall be deemed to commence from the first date of the Force Majeure event; **provided, however**, that if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the Force Majeure event, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the Authority and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Agreement.

Section 12.5 Limited Recourse Obligations of the Parties.

Notwithstanding and prevailing over any contrary provision or implication of this Agreement, (a) any and all duties, liabilities and obligations of the Parties under this Agreement relating to the Project shall be required to be paid or performed by the Parties only to the extent that Project Funds, any funds relating to monetary recovery from third parties, insurance proceeds or other funds in the Project Accounts are available, and no duties, liabilities, or obligations of the Parties with respect to this Agreement relating to the Project shall be required to be satisfied from any other funds, revenues or reserves of the Parties (other than any Financial Security provided by the Team); **provided, however**, the foregoing shall not apply to the obligation to reimburse the Team under **Section 8.4**, and (b) neither Party will be liable to the other Party for any indirect, special or consequential Damages, or Damages for loss of profits, business interruption, or loss of goodwill arising from or relating to this Agreement, even if such Party is expressly advised of the possibility of such Damages; **provided, however**, subject to the limits imposed by Applicable Law, the foregoing shall not apply to third party Claims of indemnification. The foregoing limitations of liability and exclusion of certain Damages will apply regardless of the failure of the essential purpose of any remedies available to either Party.

Section 12.6 No Liability for Members, Directors, Officers, Etc.

All covenants, stipulations, promises, agreements and obligations of the Parties contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Party so making, and not of any member, director, officer, employee or agent of such Party in his or her individual capacity or any other entity or Governmental Authority, and no recourse shall be had for any Claim hereunder against any member, director, officer, employee or agent of the Parties or any other entity or Governmental Authority in such capacity.

ARTICLE 13
DISPUTE RESOLUTION

Section 13.1 Arbitration.

(a) Agreement to Arbitrate. All disputes between the Parties solely with respect to (i) Critical Design Decisions set forth in **Section 5.3**, (ii) Development Requisition invoices as set forth in **Section 8.5(c)**, (iii) decisions concerning establishment of and any deviation from the Final Minimum Design Standards, (iv) the Owner's Contingency as set forth in **Section 8.1(g)**, (v) use of Cost Savings, (vi) a Party's right to receive information, participate in meetings and offer comments as provided in this Agreement, (vii) the Park Use Agreement and the Urban Park, each as defined and described in Section 3.9 of the Stadium Use Agreement, (viii) matters related to the so-called Downtown East (DTE) acquisition, (ix) Vendor Contract Technology, Stadium Lighting, Stadium Mechanized Pivoting Doors, and Stadium Sponsored Signage design and procurement matters set forth in **Sections 5.1(b), (i) and (j)**, respectively, of this Agreement, (x) development matters, including parking, with respect to the Ryan Construction development proposal, and (xi) signage and other unfinished matters with respect to the Stadium Implementation Committee, the Minneapolis Planning Commission and the Minneapolis City Council as generally described in **Section 5.6(b)** are each subject to expedited arbitration (each, an "**Expedited ADR Dispute**") and shall be submitted to expedited alternative dispute resolution ("**Expedited ADR**") under this **Article 13**. One or more disputes over all of the above subject matter may be part of one (1) Expedited ADR Dispute. No other disputes between the Parties shall be subject to Expedited ADR, unless the Parties mutually agree to submit to Expedited ADR.

(b) Initiation of Arbitration and Selection of Neutral.

(i) In order to initiate Expedited ADR, a Party shall simultaneously deliver a notice of design impasse ("**Notice of Design Impasse**") or a notice of Expedited ADR, as applicable with respect to the subject matter described in **Section 13.1(a)** above, to other Party and to the highest ranked eligible potential neutral on the roster (each such neutral a "**Potential Neutral**" and collectively, the "**Potential Neutrals**") attached as **Exhibit Q** to this Agreement ("**Roster of Potential Neutrals**"). The Potential Neutral receiving a Notice of Design Impasse or notice of Expedited ADR shall respond to the Parties within two (2) Business Days whether the Potential Neutral is available to serve. If the Potential Neutral is unavailable or otherwise unable to serve, or fails to respond within two (2) Business Days, either Party may deliver the Notice of Design Impasse or the notice of

Expedited ADR to the next highest ranked Potential Neutral on the Roster of Potential Neutrals and may proceed in this same manner until a Potential Neutral is able to serve and accepts appointment as the Neutral (“**Neutral**”) to hear and decide the dispute. If no Potential Neutral on the Roster of Potential Neutrals is able to serve, then either Party may request the Chief Judge of the United States District Court for the District of Minnesota to appoint a Neutral, and the Parties agree to request such appointment as soon as practicable, but no later than five (5) calendar days after the Chief Judge receives such a request. The fees and costs of the Neutral shall be borne equally by the Parties.

(ii) After appointment of the Neutral, each Party shall have three (3) Business Days to prepare and deliver to the other Party and the Neutral a written statement outlining the nature of the impasse (each a “**Statement of Dispute**”).

(iii) The delivery of a Statement of Dispute by either Party to the Neutral shall initiate the Expedited ADR provisions of this Agreement and the matter covered by the Statement of Dispute shall be considered submitted to the Neutral for determination.

(iv) The timelines established for the expedited arbitration shall be strictly followed by the Neutral unless one of the Parties requests a continuance, in which case the Neutral may delay the applicable hearing if the Party requesting the continuance demonstrates good cause to extend the timelines stated in **Section 13.1(b)** or **Section 13.1(d)**, in which case the Neutral may grant a deadline extension and/or continue the Expedited ADR proceeding to an appropriate date with the understanding that the procedures stated in this **Section 13.1** are intended to be and must be expedited procedures to the extent possible.

(c) **Qualifications of Neutral.** The Parties shall obtain disclosures from each Potential Neutral and confirm that each Potential Neutral is independent of the Authority and Team (and their respective Affiliates) and holds no financial interest in, and has no material financial or material personal relationship with the Authority or Team (or their respective Affiliates). Each Potential Neutral shall be a resident of the State.

(d) **Location and Conduct.**

(i) The Expedited ADR proceeding shall be conducted by the Neutral at a time and location in Hennepin County, Minnesota selected by the Neutral. Subject to **Section 13.1(b)(iv)** hereof, the Neutral shall give the Authority and Team reasonable notice of the Expedited ADR proceeding, which shall be within two (2) Business Days after submission of the Statement of Dispute. The Neutral shall conduct the Expedited ADR proceeding in such manner as the Neutral deems appropriate, consistent with the provisions of this **Section 13.1.**

(ii) Each Party shall present its position with respect to the issue(s) to be determined in the Expedited ADR proceeding by an oral presentation to the Neutral. Each Party shall be given the opportunity to hear and orally respond to the other Party’s presentation to the Neutral, and to present documents to the Neutral in support of such

Party's position. The Neutral shall have the right to limit the time allowed for oral presentations and the documents presented to the Neutral to assure a prompt resolution of the issue(s) to be determined by the Neutral. Each Party may have its counsel and other consultants present at such Expedited ADR proceeding, but there shall be no examination or cross-examination of witnesses other than required or permitted by the Neutral. The Neutral may require the participation of the Architect, the Construction Manager and other Project Consultants that have knowledge of the subject matter in the Statements of Dispute. At the conclusion of the Expedited ADR proceeding each Party shall submit its proposed written decision to the Neutral. A Party may propose alternate and multiple decisions from which the Neutral may select, but no Party shall submit more than three alternate proposed decisions.

(iii) The Authority and Team intend that the Neutral shall have the sole and exclusive authority and power to resolve Expedited ADR Disputes. In providing resolution to an Expedited ADR Dispute, the Neutral shall look to compliance with the Act, except to the extent that this Agreement diverges from the Act in a legally permitted manner, to this Agreement, to principles of law and equity, and to generally accepted principles in the appropriate area, such as design, construction, accounting or finance. The Neutral shall not have the power or authority to award any damages, require any payments, or issue any other form of award or relief other than as described in **Section 13.1(h)** hereof.

(e) Discovery. There shall be no discovery permitted with respect to any Expedited ADR proceeding other than that required by the Neutral.

(f) Cooperation/Duration. The Authority and Team shall cooperate in good faith to permit a conclusion of the Expedited ADR proceeding within five (5) Business Days following the submission of each Party's Statement of Dispute to the Neutral. The Expedited ADR proceeding shall last no longer than one (1) Business Day, unless the Neutral determines, in its sole discretion, that additional time is required to properly conduct the proceeding in a manner contemplated to provide sufficient information on which to form and issue an informed and fair decision.

(g) Post-Hearing Mediation. After the Expedited ADR proceeding concludes and after each Party submits its proposed written decision(s), but before the Neutral issues its written decision, the Neutral shall conduct a 180-minute mediation session and attempt to facilitate resolution of the issue(s) by settlement

(h) Decision of the Neutral. The Neutral shall render the arbitration decision within two (2) Business Days after the conclusion of the Expedited ADR proceeding, subject to the decision of the Neutral to expand such time for decision. The Neutral is empowered to render a written decision only pursuant to the following "baseball" arbitration principles. First, the Neutral must choose one (1) of the proposed written decision(s) submitted by the Parties. Second, the Neutral must prepare, at a minimum, a brief written memorandum with an explanation of the basis for the decision. Third, the Neutral's written memorandum and decision

shall be addressed and simultaneously sent to each of the Parties as set forth in the notice provision of this Agreement. The decision of the Neutral shall be binding upon the Parties.

(i) Exclusive Remedy. The Authority and Team shall use Expedited ADR exclusively, rather than litigation, as a means of resolving all disputes that pursuant to the terms of this Agreement must be resolved by Expedited ADR. Subject to the provisions of Applicable Law, the written decision of the Neutral shall be the binding, final determination on the merits of the Expedited ADR Dispute, and shall preclude any subsequent litigation on such merits. The Authority and Team agree that any disputes which arise out of such a written decision by a Neutral shall be resolved exclusively by Expedited ADR pursuant to this **Section 13.1**, provided that the Authority or Team may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon the decision of a Neutral in accordance with Legal Requirements.

(j) Strikes. After a Neutral issues a written decision following an Expedited ADR proceeding, a Party may strike the Neutral from the Roster of Potential Neutrals. No Party shall be permitted to strike more than one Neutral. The stricken Neutral shall not thereafter be considered an eligible Potential Neutral and shall not be appointed as a Neutral, unless the Party that exercised its right to strike the Neutral subsequently agrees in writing to withdraw the strike.

Section 13.2 Other Disputes. Any other dispute or Claim between the Parties that is not expressly made an Expedited ADR Dispute in this Agreement shall be subject to the exclusive jurisdiction of the District Court of Hennepin County, Minnesota.

ARTICLE 14 INDEMNIFICATION

Section 14.1 Indemnification and Payment of Damages by Team.

The Team shall indemnify, defend and hold harmless the Authority Indemnified Persons for, and shall pay to the Authority Indemnified Persons, the amount of any Damages arising solely from a third party Claim arising from:

- (i) any breach of any representation or warranty made by the Team in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Team to the Authority pursuant to this Agreement; and
- (ii) any breach by the Team of any covenant or obligation of the Team in this Agreement.

If the Team fails to make any payment of any sums payable by the Team to the Authority Indemnified Persons on the date due, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of the “Wall Street Journal Prime Rate” published in the *Wall Street Journal*, (the “**Prime Rate**”) or the highest rate permitted by Applicable Law, payable from the date such payment was due to the date of payment thereof.

Section 14.2 Indemnification and Payment of Damages by Authority.

Subject to the limits imposed by Applicable Law, Authority shall indemnify, defend and hold harmless the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages arising solely from a third party Claim arising from:

- (i) any breach of any representation or warranty made by the Authority in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Authority to the Team pursuant to this Agreement; and
- (ii) any breach by the Authority of any covenant or obligation of the Authority in this Agreement.

If the Authority fails to make any payment of any sums payable by the Authority to the Team Indemnified Persons on the date due, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of the Prime Rate or the highest rate permitted by Applicable Law, payable from the date such payment was due to the date of payment thereof.

Section 14.3 Limitation of Liability and Indemnification Obligations.

(a) Consequential Damages. Neither Party will be liable for any indirect, special, exemplary, or consequential Damages of any kind or nature, including Damages for loss of profits, business interruption, or loss of goodwill arising from or relating to this Agreement, even if such Party is expressly advised of the possibility of such Damages, except in the case of gross negligence or willful misconduct; **the foregoing, however,** subject to the limits imposed by Applicable Law, will not apply to third party Claims asserted against an indemnified Party to this Agreement. Neither Party's elected officials, appointed officials, board members, members, shareholders and other owners, directors, officers, employees, agents and attorneys or other representatives shall be personally liable for any obligations or other matters arising under this Agreement. Subject to Minnesota Statutes section 473J.01, the foregoing limitations of liability and exclusion of certain Damages will apply regardless of the failure of the essential purpose of any remedies available to either Party.

(b) Team Stadium Contracts - Limitation of Liability for Third Party Contract Claims. If (i) the Team is a party to a contract related to the Stadium with a third Person, and (ii) such third Person asserts a Claim against the Team arising out of the contract related to the Stadium due to an alleged act or omission of the Authority under the Stadium Use Agreement or this Agreement, then (A) the Team or its Affiliates will not have any Claim of indemnification, contribution, or other cause of action against the Authority and (B) the Authority will not have a Claim of indemnification, contribution, or other cause of action against the Team or its Affiliates, each with respect to such third Person Claim. The foregoing shall not affect the subrogation rights of insurers of either the Authority or the Team against the insurers of the other Party.

(c) Authority Stadium Contracts - Limitation of Liability for Third Party Contract Claims. If (i) the Authority is a party to a contract related to the Stadium with a third Person, and (ii) such third Person asserts a Claim against the Authority arising out of the contract related to the Stadium due to an alleged act or omission of the Team under the Stadium Use Agreement or this Agreement, then (A) the Authority will not have any Claim of indemnification, contribution, or other cause of action against the Team; **provided, however,** that the Authority shall have a Claim of indemnification or contribution if the Team failed to include the exculpatory provision set forth in **Section 7.2** of the Stadium Use Agreement in the contract with such third Person, and (B) the Team will not have a Claim of indemnification, contribution, or other cause of action against the Authority, in each case with respect to such third Person Claim. The foregoing shall not affect the subrogation rights of insurers of either the Authority or the Team against the insurers of the other Party.

ARTICLE 15 TERM AND TERMINATION

Section 15.1 Term.

Unless the Parties agree otherwise in writing, the term of this Agreement (the “**Term**”) shall commence on the Effective Date and, unless earlier terminated in accordance with **Section 15.2**, shall continue until the Commencement Date (subject to the survival provisions of **Section 15.5**); **provided, however,** to become effective, this Agreement must be concurrently executed and delivered with the executed and delivered Stadium Use Agreement. Unless both this Agreement and the Stadium Use Agreement become concurrently binding upon and enforceable against each Party, this Agreement shall not become effective and no Effective Date will have occurred.

Section 15.2 Termination – Prior to Certification of GMP.

This Agreement may be terminated prior to the Certification of GMP in the manner set forth in this **Section 15.2**.

(a) Termination by Either of the Parties. This Agreement may be terminated prior to Certification of GMP by either Party:

(i) if any Legal Requirement or any injunction or other order prohibits either of the Parties from continuing, completing and/or otherwise consummating the Project, and such Legal Requirement, injunction or other order is not fully and finally overturned or otherwise vacated within sixty (60) days after its date of issuance;

(ii) if any amendment or modification of, or supplement to, the Act prohibits or materially and adversely affects the Project or both of the Parties’ ability to complete the Project as contemplated by this Agreement;

(iii) in accordance with the provisions of **Section 11.2(c)**;

(iv) there is an occurrence of Force Majeure that occurs prior to July 1, 2016 and it is reasonably determined to cause the Project to be delayed for a period by which the Commencement Date of the Project will not occur on or before July 1, 2017; or

(v) any material and adverse event or omission occurs that renders it improbable that the Project can be completed due to the lack of available funding to the Authority or the Team, including the funding mechanisms set forth in the Act.

(b) Termination by the Authority. This Agreement may be terminated prior to Certification of GMP by the Authority if:

(i) there is an Event of Default of the Team, and such Event of Default is not cured as set forth in **Section 12.1**; or

(ii) if any amendment or modification of, or supplement to, the Act prohibits or materially and adversely affects the Authority's ability to complete the Project as contemplated by this Agreement.

(c) Termination by the Team. This Agreement may be terminated prior to Certification of GMP by the Team if:

(i) there is an Event of Default of the Authority, and such Event of Default is not cured as set forth in **Section 12.1**; or

(ii) if any amendment or modification of, or supplement to, the Act prohibits or materially and adversely affects the Team's ability to complete the Project as contemplated by this Agreement.

Section 15.3 Termination – After Completion of Financing and Certification of GMP.

UPON AND AFTER INITIAL FUNDING OF THE TRANSACTIONS CONTEMPLATED UNDER THE BANK LOAN COMMITMENT, THE AUTHORITY RECEIPT OF THE GRANT AGREEMENT FROM THE STATE, AND CERTIFICATION OF GMP, EACH AND ALL, THIS AGREEMENT SHALL NOT BE SUBJECT TO TERMINATION AS A RESULT OF ANY BREACH OR EVENT OF DEFAULT OF EITHER PARTY, UNLESS SUCH BREACH OR EVENT OF DEFAULT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, IS BASED UPON A MATERIAL ACT OF FRAUD OF THE OTHER PARTY.

Section 15.4 Consequences of Early Termination.

(a) Effect of Notice of Termination. Upon receipt of any notice of termination by either Party pursuant to **Sections 15.2** above, other than as set forth in **Section 15.4(b)**, (i) the Team shall no longer be required to make any further remittances with respect to Project Costs, and (ii) the Authority and the Team shall suspend all activities under this Agreement, including taking all actions necessary for the suspension of all agreements and contracts. During such

thirty (30) day period either Party may rescind its termination notice and, if so rescinded, no termination shall occur.

(b) Effect on Team and Authority Contributions and Authority Activities. Upon receipt of any notice of termination by either Party under **Section 15.2**, (i) neither the Team nor the Authority shall be required to make any further remittances, respectively, of Team Contributions or the Authority Contribution, except to the extent to satisfy existing Project Costs incurred prior to the date of termination and the costs and expenses reasonably incurred in connection with Wind-Up Events, and (ii) the Authority shall suspend all activities under this Agreement, including suspension of all agreements and contracts.

(c) Project Wind-Up. In the event this Agreement is terminated pursuant to either of **Section 15.1** or **Section 15.2**, the Parties shall promptly wind-up the Project (the “**Wind-Up**”), which shall include (i) paying all accrued Project Costs incurred during the Term and costs associated with the Wind-Up (excluding any contractual early termination or minimum fee, if any, contained in any contract, or otherwise asserted by any third party, contractor or consultant, including Hammes Company Sports Development, Inc., which Project Costs shall be the sole obligation of the Authority), (ii) terminating the agreements entered into prior to and during the Term, and (iii) performing any activities necessary to comply with Applicable Laws and that are otherwise prudent to retire the Project or to protect the Parties from liability (collectively, the “**Wind-Up Events**”). A termination of this Agreement shall not become effective until the provisions of this **Section 15.4(c)** are satisfied, including all Wind-Up Events. In addition, upon such termination, the Authority shall take the actions set forth in **Section 15.4(d)** below.

(d) Authority Required Actions. Promptly upon termination of this Agreement, the Authority shall take all actions necessary and proper to (i) confirm in writing the termination of this Agreement and the Project to the State through its proper reporting agency or agencies (anticipated to be the Department of Minnesota Management and Budget) to request and facilitate the reimbursement of the Team pursuant to the Act for the remaining balance of Project Costs, if any, expended by the Team in connection with the Project after set-off for any debts or contributions the Team may owe to the Authority or third parties arising out of or related to the Project, and (ii) properly authorize the Authority to take such necessary actions, including receipt and remittance of any amounts received by the Authority in connection with such reimbursement.

(e) Continuing Obligations. Following the termination of this Agreement, and after payment of the reimbursement obligations set forth in **Section 8.4**, if any, neither Party shall be liable to the other Party for Project Costs or other costs incurred during the Term by such other Party prior to the date of termination, except as may be allowed under **Sections 15.2** and **15.4**.

Section 15.5 Survival.

Notwithstanding termination of this Agreement, if any, the provisions of **Articles 1** (including **Schedule 1**) (Definitions, Rules of Construction and Preliminary Development Agreement), **12** (Default and Remedies), **14** (Indemnification), **15** (Term and Termination) and **16** (Miscellaneous), and **Sections 2.2(i)** (Decisions of the SDC Group), **3.1(a)** (Retention of

Architect), **3.1(b)** (Retention of Construction Manager), **3.2** (Amendment of Agreements), **3.5** (Conduct of Discussions and Data Privacy), **6.1(a)** (Role of Stadium Developer), **6.2(a)** (Stadium Developer Oversight of Construction Manager), **6.5(a), (c), (d), (g), (h), (i) and (k)** (Stadium Developer Responsibilities), **6.8(a) – (c)** (Project Insurance), **7.1(e)** (Stadium Site – Taxes), **7.2(b)** (Environmental Reports – Project Costs), **8.1(a)(iii)** (Team Contingency Advance), **8.1(a)(iv)** (Team Contingency Advance – Special Allocation Provision), **8.1(c)** (Allocation of Project Costs), **8.1(g)** (Use of Owner’s Contingency), **8.2** (Team/Private Contribution and Authority Contribution), **8.3** (Trust Agreement, Project Accounts and Termination of Project Accounts), **8.4** (Reimbursement of Payments to Team and Authority), **8.5** (Payment Procedures; Audit Rights), **8.7(b)** (Marketing and Sale of SBLs; SBL Purchase Facility), **8.7(c)** (Use of Private Contribution Proceeds), **8.7(f)** (Private Contribution Shortfall), **8.8** (Cost Overruns), **8.9** (Sales Tax Exemption), **8.10** (Ownership of Project, Stadium Use Agreement and Team Tax Benefits), **8.12** (Team Use of Related Entities), **11.1(d)** (Use of References and Logos in Offering Documents), **11.1(f)** (Access to Financial Information), **11.1(m)** (Apportionment of Liquidated Damages under Construction Services Agreement) and **11.2(d)** (Termination Reimbursement) shall survive any termination of this Agreement. Notwithstanding any contrary provision set forth in this or any other agreement, the representations, covenants, and obligations herein with respect to the SBL Purchase and Sale Agreement shall survive in accordance with the documents and instruments associated therewith.

ARTICLE 16 MISCELLANEOUS

Section 16.1 Opinion Regarding Tax-Exempt Bonds.

If the Authority determines, based upon the written legal opinion of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any tax-exempt bonds issued or proposed to be issued by the State for the Project will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result.

Section 16.2 Waiver.

No action taken pursuant to or related to this Agreement, including, without limitation, any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party’s exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party’s delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an

accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 16.3 Additional Documents and Approval.

The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, the Authority shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

Section 16.4 Good Faith.

In exercising its rights and fulfilling its obligations under this Agreement, each of the Parties agrees to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to, unless there is a specific obligation hereunder to do so, expend any funds, or grant any other consideration of any kind, in the performance of such undertaking. Each Party further acknowledges that the obligation of any Party to act in good faith, undertake good faith, act diligently or undertake other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith, unless the achievement of the result or results intended are specifically required hereunder.

Section 16.5 Notice of Matters.

In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Parties of the same in writing.

Section 16.6 Form of Notices; Addresses.

All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this **Section 16.6**):

To the Team: Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Kevin Warren
Vice President of Legal Affairs &
Chief Administrative Officer

with copies to: Briggs and Morgan, Professional Association
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn.: Michael J. Grimes
Brian Wenger

Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Lester Bagley
Vice President of Public Affairs &
Stadium Development
Attn.: Steven D. Poppen
Vice President of Finance &
Chief Financial Officer
Attn.: Stephen LaCroix
Vice President of Sales/Marketing &
Chief Marketing Officer

Garden Homes Development
820 Morris Turnpike
Short Hills, NJ 07078
Attn.: Mark Wilf
President
Attn.: Donald Becker
Stadium Project Executive

Proskauer Rose LLP
Eleven Times Square
80 South Eighth Street
New York, NY 10036-8299
Attn: Joseph M. Leccese
Wayne D. Katz

To the Authority: Minnesota Sports Facilities Authority
Mall of America Field
900 South Fifth Street
Minneapolis, MN 55415
Attn.: Michele Kelm-Helgen, Chair
Attn.: Ted Mondale, CEO/Executive Director

with copies to: Dorsey & Whitney LLP
50 South 6th Street, Suite 1500
Minneapolis, MN 55402
Attn.: Robert Hensley
Attn.: Jay Lindgren

Fabyanske Westra Hart & Thomson PA
800 LaSalle Avenue, Suite 1900
Minneapolis, MN 55402
Attn.: Mark W. Westra
Attn.: Dean B. Thomson

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service or, if sent by United States registered or certified mail, then one (1) Business Day after its delivery to the address of the respective Party, as provided in this **Article 16**, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) Business Days (e.g., requests for consent when the Person whose consent is sought has one (1) Business Day to respond in the granting or denying of such consent), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 16.7 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

Section 16.8 Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 16.9 Entire Agreement.

Except as otherwise provided in this Agreement, this Agreement contains the sole and entire agreement between the Parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

Section 16.10 Amendment.

No amendment modification or termination of this Agreement shall be valid unless in writing and duly executed by the Parties.

Section 16.11 Binding Effect; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereof. Neither the Authority nor the Team shall assign its respective interests under this Agreement without the prior written consent of the other Party, except as contemplated with respect to the Team under **Section 8.12.**

Section 16.12 Headings.

The headings contained in this Agreement are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

Section 16.13 No Presumption Against Drafter.

This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

Section 16.14 Severability.

If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be inconsistent with, invalid or unenforceable under the Act, any Applicable Laws or Legal Requirements, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the Act, any Applicable Laws or Legal Requirements.

Section 16.15 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement. Notwithstanding the foregoing, (i) all Affiliates of the Team, including StadCo and (ii) the holder of any Leasehold Mortgage (as defined in Section 23.3 of the Stadium Use Agreement) are each intended direct third party beneficiaries of this Agreement with the right of direct enforcement of the provisions set forth herein. The Parties acknowledge and agree that the provisions of Section 23.1 (authorizing assignment of the Stadium Use Agreement and this Agreement to StadCo) and Sections 23.3(a)-

(b) (authorizing the grant of a leasehold mortgage or other security interest to one or more Leasehold Mortgagees in the Stadium Use Agreement and this Agreement) of the Stadium Use Agreement are hereby incorporated by reference. Each Leasehold Mortgagee shall be entitled to all of the rights, privileges, and protections set forth in the Stadium Use Agreement with respect to this Agreement, including specifically Section 23.3(h) of the Stadium Use Agreement (notice and cure rights), as if such provisions were included in this Agreement.

Section 16.16 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State, notwithstanding its conflicts of law or choice of law provisions.

Section 16.17 Execution in Counterparts and Delivery of Electronic Signatures.

This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

Section 16.18 Relationship of Parties.

It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 16.19 No Waiver of Authority Immunity or Liability.

Nothing contained in this Agreement, including but not limited to provisions regarding the Authority obtaining insurance or otherwise being insured, shall in any way affect or impair the Authority's immunity or the immunity of the Authority's employees or consultants or independent contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing contained in this Agreement, including but not limited to provisions regarding the Authority obtaining insurance or otherwise being insured, shall in any way affect or impair the limitations on the Authority's liability or the liability of the Authority's employees or consultants or independent contractors, set forth in Minnesota Statutes Chapter 466. By entering into this Agreement, the Authority does not waive any rights, protections or limitations provided for the Authority or its employees or consultants or independent contractors under the various rules of governmental immunity or under Minnesota Statutes Chapter 466.

Section 16.20 Conformity with the Act.

The Authority and the Team intend that this Agreement and all provisions in this Agreement conform to the Act and its requirements.

[SIGNATURE PAGE FOLLOWS;

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

STADCO:

**MINNESOTA VIKINGS FOOTBALL
STADIUM, LLC,**
a Delaware limited liability company

By: _____
Mark Wilf, Owner/President

**Minnesota Vikings Football, LLC joins in
this Agreement for the limited purposes
described in Recital F of this Agreement:**

**MINNESOTA VIKINGS FOOTBALL,
LLC**

By: _____
Mark Wilf, Owner/President

**[SIGNATURE PAGE TO AMENDED AND RESTATED
DEVELOPMENT AGREEMENT]**

AUTHORITY:

**MINNESOTA SPORTS FACILITIES
AUTHORITY,**

a public body and political subdivision of the
State of Minnesota

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**[SIGNATURE PAGE TO AMENDED AND RESTATED
DEVELOPMENT AGREEMENT]**

SCHEDULE 1**DEFINITIONS**

“**Act**” shall have the meaning set forth in the Recitals, as the same may be amended, modified or supplemented from time to time; **provided, however,** no such amendment, modification, or supplement of the Act shall change the rights, obligations, or covenants of the Parties hereto unless any such amendment, modification, or supplement is incorporated to this Agreement by written amendment executed and delivered by the Parties to the terms of this Agreement.

“**Additional Conditional Assignment**” shall have the meaning set forth in **Section 8.7(d)**.

“**Affiliate**” of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with the Person specified. For purposes of this definition, the terms “controls,” “controlled by,” or “under common control” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

“**Agreement**” shall have the meaning set forth in the preamble, as the same may be amended, modified or supplemented from time to time.

“**Alternate Representative**” or “**Alternate Representatives**” shall mean one (1) or more of the Authority Alternate Representatives or the Team Alternate Representatives.

“**Amended Preliminary Project Budget**” shall have the meaning set forth in **Section 8.1(a)(i)**.

“**Applicable Law**” or “**Applicable Laws**” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement. For the avoidance of doubt, Environmental Laws are included in Applicable Laws.

“**Approval Documents**” shall have the meaning set forth in **Section 8.2(a)(v)**.

“**Approval Request**” shall have the meaning set forth in **Section 8.2(a)(v)**.

“**Architect**” shall have the meaning set forth in **Section 3.1(a)**.

“**Authority Alternate Representatives**” shall mean Steve Maki and Craig Skiem, the Persons designated as alternates to the Authority Representatives with the authority to serve in

place of, and with the authority of, the Authority Representatives, or any successor to the foregoing Persons designated in writing by the Authority by notice to the Team.

“**Authority Contribution**” shall mean Four Hundred Ninety-Eight Million Dollars (\$498,000,000), which amounts shall be granted to the Authority pursuant to the Grant Agreement.

“**Authority Design Add Alternates**” shall have the meaning set forth in Section 8.1(e)(iii)(A).

“**Authority Indemnified Persons**” shall mean the Authority and its elected officials, appointed officials, board members, officers, employees, agents and attorneys.

“**Authority Project Cost Allocation Reductions**” shall have the meaning set forth in Section 8.1(e)(iii).

“**Authority Representatives**” shall mean Michele Kelm-Helgen and Ted Mondale or any successor to the foregoing Persons designated in writing by the Authority by notice to the Team.

“**Authority Stadium Builder License Program**” shall have the meaning set forth in Section 8.7(b).

“**Authority**” shall have the meaning set forth in the preamble.

“**Authorized Representatives**” shall have the meaning set forth in Section 2.2(a).

“**Bank Loan Commitment Parties**” shall have the meaning set forth in Section 8.2(a)(v)(C).

“**Bank Loan Commitment**” shall have the meaning set forth in Section 8.2(a)(v)(C).

“**Bank Loan Facility**” shall have the meaning set forth in Section 8.2(a)(v)(C).

“**Business Day**” shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Minneapolis, Minnesota.

“**Capital Reserve Fund**” shall mean the fund established by the Authority pursuant to Minnesota Statutes section 473J.13, subd. 4 to receive and reserve funds for payment of Capital Enhancements (as such term is defined in the Stadium Use Agreement) for the Stadium and Stadium Infrastructure.

“**Certification of GMP**” shall have the meaning set forth in Section 2.3(b).

“**Change Orders**” shall mean any change orders or change directives that are intended to implement changes in the Contract Documents to work or materials, contract time or milestone dates, or contract price. For purposes of this Agreement, the term Change Order shall have the same meaning as the terms “Contract Revision” and “Construction Change Directive” as defined

and utilized in the Construction Services Agreement and shall also mean the Stadium Developer's written approval of the Construction Manager's expenditure or utilization of the Construction Manager Contingency (as that term is defined and used in the Construction Services Agreement) as is authorized by the Construction Services Agreement.

"City" shall mean the City of Minneapolis, Minnesota.

"Claim" shall mean any claim, demand or dispute between or among the Parties relating to this Agreement or the Project, and may include incidental, consequential, exemplary, punitive and similar Damages when asserted in connection with a third party Claim.

"Commencement Date" shall mean the date of Substantial Completion of the Stadium (i.e., the date that the Stadium is ready for opening to the general public and full occupancy or use by the Team), and a certificate of occupancy issued by the appropriate Governmental Authorities, if required, has been obtained.

"Completion Date" shall mean the date that is the earlier of (i) the date on which the Team has commenced occupancy of the Stadium pursuant to the Stadium Use Agreement, or (ii) the date on which the following have occurred: (a) the Architect has issued to the Stadium Developer a certificate of Substantial Completion certifying that the Project has been "substantially completed," subject to the completion of minor punchlist items that do not materially affect the use or occupancy of the Stadium; and (b) a temporary certificate of occupancy has been issued by the City.

"Conceptual Design Documents" shall mean the preliminary project work plan, programming report, and pre-design document, concept sketches and renderings illustrating the scale and relationship of the Project components.

"Condemnation" shall mean any taking of property by exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under the threat of the exercise of the power of eminent domain.

"Conditional Assignments" shall have the meaning set forth in Section 8.7(d).

"Construction Change Directive" shall have the meaning set forth in the definition of "Change Orders".

"Construction Management Plan" shall mean the comprehensive document prepared by the Construction Manager, submitted pursuant to the procedures set forth in Article 5 of the Construction Services Agreement for review and approval by the Authority and Team, and setting forth in detail the Construction Manager's planning, administrative and management techniques to complete the Construction Manager's Work (as defined in the Construction Services Agreement).

"Construction Manager" shall have the meaning set forth in Section 3.1(b).

“**Construction Monitor**” shall mean an independent engineering firm selected for the purpose of reviewing the Development Agreement Documents (as defined in the Stadium Use Agreement), making inspections of the Stadium and Stadium Infrastructure during the Construction Phase and issuing reports that (i) detail the construction work completed to date, (ii) review and advise on all requisitions for disbursement of proceeds of all loans relating to the Team Contribution, (iii) provide an analysis of the adequacy of the source of funds to complete the Project and (iv) analyze and advise on all proposed material Change Orders and Change Orders that involve an expenditure from the Owner’s Contingency.

“**Construction Phase**” shall mean the period of time commencing upon the Authority’s written approval of the Construction Manager’s Construction Management Plan and issuance of notice to proceed with the Construction Manager’s “Construction Phase Services” (as defined in the Construction Services Agreement) and which period shall conclude upon Final Completion (as defined in the Construction Services Agreement).

“**Construction Requisition**” shall have the meaning set forth in Section 8.5(d).

“**Construction Services Agreement Savings Share**” shall have the meaning set forth in Section 8.1(b)(i)(B).

“**Construction Services Agreement**” shall mean that certain Construction Services Agreement between the Authority and the Construction Manager dated February 15, 2013, as the same may be amended, modified or supplemented from time to time.

“**Construction Team**” shall mean (i) the Stadium Developer’s Representatives or his/her Alternate Representatives, (ii) the Construction Manager, (iii) the Architect, and (iv) any other consultants, such as an owner’s representative, deemed necessary by the Authority and Team to assist in the design, construction or development of the Project.

“**Contamination**” shall mean the presence or release or threat of release of Regulated Substances in, on, under or emanating to or from the Stadium Site, which pursuant to Environmental Laws requires notification or reporting to any Governmental Authority, or which pursuant to Environmental Laws requires the identification, investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or other Response Action to such Regulated Substances, or which otherwise constitutes a violation of Environmental Laws.

“**Contingency Letter of Credit**” shall have the meaning set forth in Section 8.1(a)(iii).

“**Contract Documents**” shall mean this Agreement, the Construction Services Agreement, the Design Services Agreement and the other contracts and agreements described in the Design Services Agreement.

“**Contract Revision**” shall have the meaning set forth in the definition of “Change Orders”.

“**Cost Overrun**” shall mean any Project Costs in excess of the sum of Nine Hundred Seventy-Five Million Dollars (\$975,000,000).

“**Cost Savings**” shall have the meaning set forth in Section 8.1(d).

“**Critical Design Decisions**” shall have the meaning set forth in Section 5.3.

“**Damages**” shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys’ fees, whether the action is for money damages, or for equitable or declaratory relief.

“**Design Add Alternates**” shall have the meaning set forth in Section 8.1(e)(iii).

“**Design Delivery Schedule**” shall mean the schedule covering design services to be performed by the Architect and the Architect’s consultants as set forth in Article 4 of the Design Services Agreement.

“**Design Development Documents**” shall mean the Drawings, Specifications and other documents prepared by the Architect that establish and describe the size and character of the Project as to architectural, civil, structural, landscape, mechanical and electrical systems, graphics and signage, and other elements, and which include typical construction details, equipment layouts and specifications that identify major materials and systems and as more specifically described in the Design Services Agreement.

“**Design Impasse**” shall have the meaning set forth in Section 5.4.

“**Design Meetings**” shall have the meaning set forth in Section 5.2(a)(i).

“**Design Services Agreement**” shall mean that certain Design Services Agreement between the Architect and the Authority dated September 28, 2012, as the same may be amended, modified or supplemented from time to time.

“**Design Team**” shall mean Architect and its sub-consultants.

“**Development Agreement Assignment**” shall have the meaning set forth in the Recitals.

“**Development Requisition**” shall have the meaning set forth in Section 8.5(c).

“**Disbursement Request**” shall mean the disbursement documents agreed upon pursuant to Section 8.5.

“**Disbursing Agent**” shall have the meaning set forth in Section 8.5(b).

“**Disbursing Agreement**” shall have the meaning set forth in Section 8.5(b), as the same may be amended, modified or supplemented from time to time.

“**Distributed Antenna System**” or “**DAS**” shall mean a network of spatially separated antenna nodes connected to a common source via a transport medium that increases the capacity and coverage of wireless services within the Stadium.

“**Drawings**” shall mean graphic or pictorial portions of the Design Development Documents prepared by Architect, subconsultants, and consultants, wherever located and whenever issued, which show, among other things, the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules and diagrams.

“**Effective Date Minimum Design Standards**” shall have the meaning set forth in **Section 5.1(a)** and are set forth in **Exhibit C-1**.

“**Effective Date**” shall have the meaning set forth in the preamble.

“**EIS**” shall mean the environmental impact statement, to be prepared by the Environmental Consultant, that contains all information, analysis and recommendations required by Minnesota Statutes Chapter 116D and related rules and regulations.

“**Environmental Consultant**” shall mean Kimley-Horn and Associates, Inc., a North Carolina corporation.

“**Environmental Law**” shall mean all Applicable Laws, including, without limitation, any consent decrees, settlement agreements, judgments, or orders, issued by or entered into with a Governmental Authority pertaining or relating to: (i) pollution or pollution control; (ii) protection of human health or the environment; (iii) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Regulated Substances; (iv) the presence of Contamination; or (v) the protection of endangered or threatened species.

“**Event of Default**” shall have the meaning set forth in **Section 12.1**.

“**Expedited ADR Dispute**” shall have the meaning set forth in **Section 13.1(a)**.

“**Expedited ADR**” shall have the meaning set forth in **Section 13.1(a)**.

“**Final Minimum Design Standards**” shall have the meaning set forth in **Section 5.1(a)** and are set forth in **Exhibit C-2**.

“**Final Stadium Site**” shall have the meaning set forth in **Section 5.1(c)**.

“**Financial Security**” shall mean one or more letters of credit, cash, marketable debt or equity securities or other liquid collateral, or other security or creditworthiness satisfactory to the Authority, issued or pledged to or for the benefit of the Authority to assure that a portion or portions of the Team Contribution and any Private Contribution Shortfall shall be paid when required.

“**FinCo**” shall have the meaning set forth in **Section 8.2(a)(v)(C)**.

“**Football Playing Agreement**” shall mean that certain agreement between the Authority and the Team concurrently executed on the Effective Date.

“**Force Majeure**” shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (excluding any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the construction of the Project, acts or omissions of the Authority or the City, or the acquisition of the Stadium Site), material shortages, strikes, boycotts, lockouts or labor disputes (but not including player labor stoppages, whether attributable to strikes or lockouts), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

“**Geotechnical Report**” shall mean, individually and collectively, the existing, updated or newly prepared reports issued by various Project Consultants, as each may be supplemented and updated.

“**GMP**” shall mean guaranteed maximum price, and all contractual services and obligations to be performed for that price, pursuant to the Construction Services Agreement, or any successor agreement, which is certified in the manner set forth in Section 2.3(b).

“**Governmental Authority**” shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“**Grant Agreement**” shall mean that certain Grant Agreement dated November 1, 2013 (or such other date mutually agreed to by the parties thereto), by and between the State and the Authority.

“**Initial Conditional Assignments**” shall have the meaning set forth in Section 8.7(d).

“**Insurance Proceeds**” shall have the meaning set forth in Section 6.8(c).

“**Legal Requirements**” shall mean present and future Applicable Laws (including Environmental Laws) applicable to the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project, including all Applicable Laws relating to the issuance of any bonds or the exclusion of interest on such bonds from gross income for federal tax purposes, if such bonds are issued by any Governmental Authority in connection with the financing of the Project.

“**Losses**” shall mean all losses, liabilities, costs, charges, judgments, claims, damages, penalties, fines and expenses (including attorneys’ fees and expenses and costs of investigation and arbitration or litigation).

“**Master Project Budget**” shall mean the master project budget as developed by the SDC Group and approved in writing by the Authority and the Team, as updated, modified, supplemented, or amended from time to time in accordance with this Agreement. A copy of the Master Project Budget shall be attached as **Exhibit F-2** hereto as provided in **Section 8.1(a)(ii)**.

“**Master Project Program**” shall have the meaning set forth in **Section 4.2**.

“**Master Project Schedule**” shall mean the master project schedule as developed by the SDC Group and updated, modified, supplemented, or amended from time to time in accordance with this Agreement. A copy of the Master Project Schedule is attached as **Exhibit R-2** hereto.

“**Metrodome**” shall mean the Hubert H. Humphrey Metrodome and Mall of America Field at the Hubert H. Humphrey Metrodome.

“**Minnesota Multi-Purpose Stadium Construction Services Agreement Equity Plan**” shall mean the Minnesota Multi-Purpose Stadium Construction Services Agreement Equity Plan adopted by the Authority on February 8, 2013.

“**MPCA**” shall have the meaning set forth in **Section 7.2(b)**.

“**National Football League**” or “**NFL**” shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, the member clubs of the National Football League, the NFL owners, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional football in a manner comparable to the National Football League.

“**Net Available Amount**” shall have the meaning set forth in **Section 8.2(a)(v)**.

“**Neutral**” shall have the meaning set forth in **Section 13.1(b)(i)**.

“**NFL G-4 Facility**” shall have the meaning set forth in **Section 8.2(a)(v)(B)**.

“**NFL G-4 Resolution**” shall have the meaning set forth in **Section 8.2(a)(v)(B)**.

“**NFL Lenders**” shall have the meaning set forth in **Section 8.2(a)(v)(B)**.

“**Notice of Design Impasse**” shall have the meaning set forth in **Section 13.1(b)(i)**.

“**Operable Feature**” shall mean the large mechanized pivoting doors located at the main entrance to the Stadium as finally determined by SDC action.

“**Original Agreement**” shall have the meaning set forth in the Recitals.

“**Owner’s Contingency Release Schedule**” shall have the meaning set forth in **Section 8.1(b)(i)(A)**.

“**Owner’s Contingency**” shall have the meaning set forth in Section 8.1(b).

“**Party**” or “**Parties**” shall mean either or both of the Authority and the Team.

“**Permits**” shall mean any permit, license or approval to be issued by any Person, including Required Environmental Permits, required permits for construction, demolition, installation, alteration or repair of any improvements related in any manner to the Project.

“**Permitted Encumbrances**” shall mean only the following liens and encumbrances on title to the Stadium Site: (i) this Agreement; (ii) the Stadium Use Agreement; (iii) liens for real estate taxes and installments of special assessments not yet due and payable; (iv) liens and encumbrances on the Team’s interest under Stadium Use Agreement granted or caused by the Team; (v) liens and encumbrances granted or caused by the Authority, with the consent of the Team; (vi) easements that do not materially restrict or interfere with the construction of the Project or the efficient operation of the Stadium in a manner consistent with a multi-purpose stadium and a first-class venue for the NFL; (vii) liens or encumbrances that have been unconditionally subordinated in writing to the interests of the Authority as fee owner and the Team and its affiliates under the Stadium Use Agreement upon such terms as are satisfactory to the Team, in its sole and absolute discretion; and (viii) liens in favor of lenders providing financing for the Project as contemplated in this Agreement.

“**Person**” shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

“**Phase I**” shall mean a Phase I Environmental Site Assessment Report to be prepared and issued by Braun Intertec within a reasonable time following the Execution Date.

“**Phase II**” shall mean any further environmental assessment required or contemplated by the Phase I to determine the extent and nature of any Contamination.

“**Potential Neutral**” or “**Potential Neutrals**” shall have the meaning set forth in Section 13.1(b)(i).

“**Preliminary Development Agreement**” shall have the meaning set forth in the Recitals, as the same may be amended, modified or supplemented from time to time.

“**Preliminary Program**” shall have the meaning set forth in Section 4.1. A copy of the Preliminary Program is attached as Exhibit B-1 hereto.

“**Preliminary Project Budget**” means the preliminary project budget contemplated by the Preliminary Development Agreement, agreed upon by the SDC Group and attached as Exhibit F-1 hereto.

“**Preliminary Project Schedule**” means the preliminary schedule attached as Exhibit C to the Preliminary Development Agreement, a copy of which is attached to this Agreement as

Exhibit R-1, and forms the basis of the Master Project Schedule to be developed and agreed upon pursuant to this Agreement.

“**Preliminary Stadium Site**” shall have the meaning set forth in **Section 5.1(c)**.

“**Prime Rate**” shall have the meaning set forth in **Section 14.1**.

“**Private Contribution Shortfall**” shall have the meaning set forth in **Section 8.2(a)(iii)**.

“**Private Contribution**” shall have the meaning set forth in **Section 8.2(a)(iii)**.

“**Privately Financed Enhancement**” shall mean additions or enhancements to the Project agreed upon by the Parties that are paid for solely by the Team or other private entity and which are not included in Project Costs.

“**Proceeds**” shall have the meaning set forth in **Section 8.1(a)(iv)**.

“**Project Accounts**” shall mean those accounts to be jointly established by the Authority and the Team to hold the Project Funds.

“**Project Consultants**” shall have the meaning set forth in **Section 3.3**.

“**Project Cost Allocation Reductions**” shall have the meaning set forth in **Section 8.1(e)(iii)**.

“**Project Costs**” shall mean all eligible costs and expenses of the Project, including (i) the costs of acquiring the Stadium Site, (ii) the costs of the Stadium Infrastructure, and (iii) the costs of designing, constructing, equipping, and financing the Stadium, all as agreed upon by the SDC Group pursuant to this Agreement. Project Costs shall not include the costs otherwise arising out of negligent actions or omissions or breach of the Agreement on the part of the Party that is not serving as Stadium Developer.

“**Project Funds**” shall mean for the purposes of this Agreement the amounts remitted by the Team pursuant to this Agreement, which shall be considered part of the team/private contribution described in Minnesota Statutes section 473J.15, subd. 2(a).

“**Project Labor Agreement**” shall have the meaning set forth in **Section 6.7**.

“**Project Representative**” shall have the meaning set forth in **Section 2.2(j)**.

“**Project**” shall mean the Stadium and Stadium Infrastructure, including without limitation, all activities relating to the planning, development, design and construction of the Stadium and Stadium Infrastructure.

“**Regulated Substances**” shall mean any substance, material or waste, regardless of its form or nature, defined under Environmental Laws as a “hazardous substance,” “hazardous waste,” “toxic substance,” “extremely hazardous substance,” “toxic chemical,” “toxic waste,”

“solid waste,” “industrial waste,” “residual waste,” “municipal waste,” “special handling waste,” “mixed waste,” “infectious waste,” “chemotherapeutic waste,” “medical waste,” “regulated substance,” “pollutant” or “contaminant” or any other substance, material or waste, regardless of its form or nature that otherwise is regulated by Environmental Laws.

“**Rejected Title Defects**” shall have the meaning set forth in Section 7.1(b).

“**Representative**” or “**Representatives**” shall mean one (1) or more of the Authority Representatives or the Team Representatives. In the event of absence or inability to act of an Authority Representative or a Team Representative, “Representative” shall include an Authority Alternate Representative or a Team Alternate Representative, respectively.

“**Required Environmental Permits**” shall mean Permits, licenses, bonds, consents, programs, approvals or authorizations required under Environmental Laws for the construction of the Project, or required by the Team to conduct its operations, maintain or use the Stadium or construct, maintain, operate or use any alterations or improvements, regardless of whether such Permits are required to be or have been obtained by the Authority or the Team.

“**Response Action**” shall mean the investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or any other response action to the presence of Regulated Substances or Contamination in, on, at, under or emanating from the Stadium Site, including the correction or abatement of any violation required pursuant to Environmental Laws, Required Environmental Permits or by a Governmental Authority.

“**Roster of Potential Neutrals**” shall have the meaning set forth in Section 13.1(b)(i).

“**SBL Contract**” means the license agreement relating to an SBL.

“**SBL Licensee**” means the licensee under an SBL.

“**SBL Marketing and Sales Agreement**” shall have the meaning set forth in Section 8.7(b), as the same may be amended, modified or supplemented from time to time.

“**SBL Public Sale**” shall have the meaning set forth in Section 8.2(a).

“**SBL Purchase and Sale Agreement**” shall have the meaning set forth in Section 8.7(b).

“**SBL Purchase and Sale Facility**” shall have the meaning set forth in Section 8.7(b).

“**SBL Related Costs and Expenses**” shall mean the Authority’s fees, costs and expenses previously incurred or reasonably expected to be incurred under the SBL Marketing and Sales Agreement or the SBL Purchase and Sale Agreement or otherwise associated with the generation of the SBL Revenues (such as costs and expenses incurred in the structuring and documentation of the SBL program, and the marketing, sale, remarketing, and resale of SBLs), including without limitation all fees, costs, expenses and other amounts payable by the Authority to the

Team, as agent, or any subagent or entity engaged to structure, develop, market and/or sell SBLs, provided that such fees, costs, and expenses shall be evidenced by supporting documentation.

“**SBL Revenue Sale**” shall have the meaning set forth in **Section 8.2(a)**.

“**SBL Revenues**” means, collectively: (i) all payments, revenues, rents, royalties, issues, profits, fees, proceeds and other amounts paid or payable to the seller under or relating to an SBL Contract (including any replacement SBLs) sold, or caused to be sold, by the seller, including any financing fees and interest relating to the financing of an SBL Contract, (ii) all other rights (but not any obligations) of the seller under the related SBL Contracts, (iii) any and all proceeds related to the foregoing, and (iv) all insurance or condemnation proceeds payable to the seller in the event of a casualty event with respect to all or any portion of the Stadium or in the event of a condemnation of all or any portion of the Stadium in accordance with this Agreement and the Stadium Use Agreement in each case as allocated to the Private Contribution; but only to the extent that (a) the items in clauses (i) to (iii) above are received and/or collected at any time prior to the tenth anniversary of the first home game of the Team played at the Stadium and (b) in the case of the item in clause (iv) above, the casualty or condemnation event occurs prior to the tenth anniversary of the first home game of the Team played at the Stadium.

“**SBL Sale**” shall have the meaning set forth in **Section 8.2(a)**.

“**SBL**” means a stadium builders license that entitles the SBL Licensee to, among other things, buy season tickets to certain Team games and other Stadium events for a certain seat in the Stadium.

“**Schematic Design Documents**” shall mean drawings prepared by the Architect that illustrate the scale and relationship of the various Project components and which also contain square footage and volume calculations for the building interior spaces, building exterior spaces, and major architectural and interior finishes.

“**SDC Chair**” shall have the meaning set forth in **Section 2.2(b)**.

“**SDC Group**” shall have the meaning set forth in **Section 2.1**.

“**Specifications**” shall mean the written specifications prepared by Architect, subconsultants and consultants consisting of the written requirements for materials, equipment, technical requirements and construction systems, standards and workmanship for the work, and performance of related services.

“**StadCo**” shall have the meaning set forth in the preamble.

“**Stadium Developer**” shall mean whichever of the Authority or the Team is acting in the role of the Stadium Developer as set forth in **Section 6.1** hereof.

“**Stadium Implementation Committee**” shall mean the Stadium Implementation Committee that has been established pursuant to the Act.

“**Stadium Infrastructure**” shall mean plazas, including the Stadium Plaza, parking structures, rights-of-way, connectors, skyways and tunnels, and other such property, facilities, and improvements, owned by the Authority or determined by the Authority to facilitate the use and development of the Stadium.

“**Stadium Mechanized Pivoting Doors**” shall have the meaning set forth in Section 5.1(l)(i).

“**Stadium Mechanized Pivoting Doors Budget**” shall have the meaning set forth in Section 5.1(l)(ii).

“**Stadium Plaza**” shall mean the open air portion of the Stadium Infrastructure immediately adjacent to the Stadium.

“**Stadium Site**” shall mean the real property, rights, easements, and access areas initially set forth on Exhibit D-1-B attached hereto as further determined by the Authority and agreed to by the Team upon the recommendation of the SDC Group pursuant to Section 2.2(e), and shall include the site of the Stadium and Stadium Infrastructure.

“**Stadium Use Agreement**” shall have the meaning set forth in the Recitals, as the same may be amended, modified or supplemented from time to time.

“**Stadium**” shall mean the stadium suitable for professional football to be designed, constructed, and financed under the Act, as more fully described in this Agreement.

“**State**” shall mean the State of Minnesota.

“**Statement of Dispute**” shall have the meaning set forth in Section 13.1(b)(ii).

“**Substantial Completion**” or “**Substantially Complete**” shall mean the work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for opening to the general public and full occupancy or use by Authority (it being understood that, without limitation of the foregoing, all suites, concessions and other income-generating areas and all areas serving the general public shall be ready for full operation without material inconvenience or discomfort). A minor amount of work, as determined by and at the discretion of Authority, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of Substantial Completion. For purposes of Substantial Completion, specified areas of the entire work or Project may be individually judged as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless such certificates or licenses as required for opening of the Project to the general public have been issued to Authority.

“**Target Private Contribution Amount**” shall have the meaning set forth in Section 8.2(a)(iii).

“**Task List**” shall have the meaning set forth in Section 5.3.

“**Team Alternate Representatives**” shall mean Kevin Warren and Lester Bagley, the Persons designated as alternates to the Team Representatives with the authority to serve in place of, and with the authority of, the Team Representatives, or any successor to the foregoing Persons designated by the Team by notice to the Authority.

“**Team Contribution**” shall have the meaning set forth in Section 8.2(a)(iii).

“**Team Design Add Alternates**” shall have the meaning set forth in Section 8.1(e)(iii)(B).

“**Team Indemnified Persons**” shall mean the Team and its respective members, owners, partners, officers, directors, employees, affiliates, parents, subsidiaries, agents and attorneys.

“**Team Initial Payment**” shall mean Fifty Million Dollars (\$50,000,000).

“**Team Project Cost Allocation Reductions**” shall have the meaning set forth in Section 8.1(e)(iii).

“**Team Representatives**” shall mean Donald Becker and Steven Poppen, or any successor to the foregoing Persons designated by the Team by notice to the Authority.

“**Team Source of Funds**” shall have the meaning set forth in Section 8.2(a)(v).

“**Team/Private Contribution**” shall have the meaning set forth in Section 8.2(a)(iii).

“**Team’s Beneficial Rights**” shall have the meaning set forth in Section 8.10(d).

“**Team’s Stadium Property Schedule**” shall mean the schedule of the Team’s beneficial stadium property and allocation of the Team’s investment as set forth in Section 8.10(c).

“**Team’s Stadium Property**” shall have the meaning set forth in Section 8.10(b).

“**Team**” shall have the meaning set forth in the Recitals.

“**Team-Financed Contingency**” shall have the meaning set forth in Section 8.1(a)(iii).

“**Term**” shall have the meaning set forth in Section 15.1.

“**Title Defect**” shall mean any lien, encumbrance, easement, license, right-of-way, covenant, condition, restriction, or other title defect encumbering the Stadium Site that is not either a Permitted Encumbrance or caused by the acts of the Team or its agents, contractors, employees and tenants.

“**Title Evidence**” shall have the meaning set forth in **Section 7.1(b)**.

“**Trust Account**” shall have the meaning set forth in **Section 8.3(a)(ii)**.

“**Trust Agreement**” shall have the meaning set forth in **Section 8.3(a)(ii)**.

“**Trust and Disbursement Agreement**” shall mean that certain Agreement and Declaration of Trust and Disbursement Agreement dated December 14, 2012, by and among the Team, the Authority and the Trustee, as the same may be amended, modified or supplemented from time to time.

“**Trustee**” shall mean U.S. Bank National Association, a national banking association, not individually but solely as trustee (together with its successors and assigns in such capacity).

“**Vendor Contract Technology Budget**” shall have the meaning set forth in **Section 5.1(b)(ii)**.

“**Vendor Contract Technology**” shall have the meaning set forth in **Section 5.1(b)(i)**.

“**WiFi**” shall mean a wireless local area network based on the Institute of Electrical and Electronics Engineers, Inc. 802.11 standards that uses radio waves to connect electronic devices to the Internet and promote connectivity within the Stadium.

“**Wind-Up Events**” shall have the meaning set forth in **Section 15.4(c)**.

“**Wind-Up**” shall have the meaning set forth in **Section 15.4(c)**.

EXHIBIT A

SDC Group Rules and Procedures

1. **Meeting; Notice.** Unless the Parties agree otherwise, the SDC Group shall meet (i) no less frequently than monthly, (ii) at special meetings called by either the Authority Representatives or the Team Representatives, and (iii) at special meetings called by any Party following two (2) Business Days' prior notice of such a special meeting to the other Party's Representatives. The SDC Chair of the SDC Group shall provide notice to the members of the SDC Group stating the place (or means if by telephone conference or other means), date and hour of each meeting of the SDC Group, together with a detailed agenda for the meeting, not less than one (1) Business Day before the date of the meeting (unless such notice is waived by an Authorized Representative of each Party either at the meeting or by written consent before or after the meeting). Any Party may submit an item for inclusion on the agenda of a SDC Group meeting. Attendance at a meeting of the SDC Group shall constitute a waiver of notification of the meeting.

2. **Attendance.** Each Party shall use commercially reasonable efforts to cause its Representatives or Alternate Representatives to attend each meeting of the SDC Group, and no Party shall withhold the presence or participation of its Representatives or Alternate Representatives to prevent, delay or forestall decisions on matters under consideration by the SDC Group. Other employees or agents of the Parties may attend meetings of the SDC Group. Meetings may be conducted in person, by telephone or video conference call, or by other means which permit the Representatives of each Party to be verified and to hear and be heard by the other Representatives and which are acceptable to the Representatives. Attendees who are not Representatives, or in the case that a Representative is not in attendance, who are not the applicable Alternate Representative, shall be identified at the commencement of such meeting and shall have no power to vote on any matters, but may participate in discussions in accordance with the SDC Group's rules of order, which may limit the amount of time that the employees or other agents may participate.

3. **Rules.** The SDC Group may adopt such rules of order, policy statements and directives as it considers necessary or appropriate for the conduct of its business and the exercise of its powers, none of which shall conflict with this Agreement.

4. **Quorum.** Meetings of the SDC Group shall require a quorum consisting of one (1) Representative or Alternate Representative of each Party.

5. **Voting.** Each Party shall have one (1) vote on any matter subject to the vote of the SDC Group, regardless of the number of that Party's Representatives in attendance at the meeting. Other than as provided in this Agreement, all decisions of the SDC Group shall require the affirmative vote of each Party. All decisions that are made in the SDC Group meetings shall be memorialized in minutes of the meeting prepared by the SDC Chair, subject to approval of the Authorized Representatives.

6. Action by Written Consent. Any action which may be taken by the SDC Group under this Agreement may be taken without a meeting if each Party's Representatives and Alternate Representatives is given prior notice in writing or by telephone or facsimile transmission and a copy of the proposed consent, and a consent setting forth the action taken is executed by a Representative of each Party.

EXHIBIT B-1

Preliminary Program

See Attached

EXHIBIT B-2

Master Project Program

[To be affixed by the Parties after the Effective Date.]

EXHIBIT C-1

Effective Date Minimum Design Standards

**Development Agreement Exhibit C-1
Effective Date Minimum Design Standards**

In addition to the items listed within Article 5.1 of the Development Agreement, the Effective Date Minimum Design Standards (MDS) shall be comprised of the items listed below. The drawings listed below are attached in order to convey the general design and orientation of the project. As the construction documents are completed and the construction progresses, these drawings may evolve as necessary and as directed by the Stadium Developer. The Stadium Developer may change the drawings as long as the purpose of the room designations and their approximate room areas and adjacencies are maintained.

- a) Floor Plans for the purpose of room designation, room area and adjacencies.
- b) Interior Finish Schedules.
- c) Exterior elevations for the purpose of exterior finishes and design features.
- d) Program Plan Narrative.

a) Floor Plans

<u>Drawing Number</u>	<u>Drawing Name</u>	<u>Date</u>
A2.01	Event Level Plan	Aug. 15, 2013
A2.02	Executive Suite Level Plan	Aug. 15, 2013
A2.03	Lower Club Level Plan	Aug. 15, 2013
A2.04	Main Concourse Level Plan	Aug. 15, 2013
A2.05	Upper Club Level Plan	Aug. 15, 2013
A2.06	Upper Suite Level Plan	Aug. 15, 2013
A2.07	Upper Concourse Level Plan	Aug. 15, 2013

b) Interior Finish Schedules

<u>Drawing Number</u>	<u>Drawing Name</u>	<u>Date</u>
A3.40	Room Finish Schedule 01	Aug. 15, 2013
A3.41	Room Finish Schedule 02	Aug. 15, 2013
A3.42	Room Finish Schedule 03	Aug. 15, 2013

c) Exterior Elevations

<u>Drawing Number</u>	<u>Drawing Name</u>	<u>Date</u>
AX5.01	Overall Exterior Elevations	Aug. 15, 2013
AX 5.02	Overall Exterior Elevations	Aug. 15, 2013
AX 5.03	Overall Exterior Elevations	Aug. 15, 2013
AX 5.04	Overall Exterior Elevations	Aug. 15, 2013

d) Program Plan Narrative

- I. Project Summary
- II. Program Elements
- III. Food Service and Merchandising
- IV. Multipurpose Event Facilities
- V. Team Facilities
- VI. Media Facilities
- VII. Operations Staff Facilities
- VIII. Mechanical and Electrical Systems
- IX. Audio/Visual and Information Technology Systems
- X. Sponsorship Related Building Systems
- XI. Design Add Alternates

Project Summary

1. Project Description

The project (“Project”) means (1) the development, design, construction, outfitting and commissioning of a multipurpose stadium suitable for National Football League (“NFL”) football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities to be designed, constructed, and financed under the Stadium Legislation (the “Stadium”), (2) the open air plaza and event space adjacent to the Stadium (the “Stadium Plaza”) and (3) such other plazas, parking structures, rights of way, connectors, skyways and tunnels, and other such property, facilities, and improvements, owned by or licensed or leased to the Authority or determined by the Authority, as reasonably necessary to facilitate the use and development of the Stadium as contemplated by the Stadium Legislation (the “Stadium Infrastructure”).

2. Location

- Downtown Minneapolis, including all or portions of the current site of the existing stadium and adjacent areas, bounded generally by 5th Avenue South and Eleventh Avenue South and Third Street South and Sixth Street South.

3. Uses

- Multi-purpose venue capable of hosting NFL football games and a broad range of other civic, community, athletic, educational, cultural, and commercial activities.
- Primary tenant will be the Minnesota Vikings NFL franchise.
- The multipurpose design should include capability to be utilized for the following events:
 - NFL Super Bowl
 - NCAA Championships
 - Professional and amateur soccer, including Major League Soccer (“MLS”)
 - Motorsports events
 - Trade shows, community, or cultural events
 - Amateur and collegiate baseball and football
 - Other national and international events

4. Project Requirements

The Stadium must be designed in conformance with all local and State requirements and be sufficient to allow NFL games and associated events to occur. The Project must meet or exceed the following Minimum Design Standards hereby established by the Authority and the Team, which shall include, without limitation, unless otherwise agreed by the Authority and the Team:

- The Stadium shall comprise approximately 1,700,000 square feet with approximately 65,000 seats, expandable to 72,000 seats.
- The Stadium shall have a mix of premium seating product including suites, loge boxes and club seats or other such components as agreed to by the Authority and the Team.
- To the extent practicable, the Authority and the Team will design and build a Stadium that is environmentally and energy efficient and will make an effort to build a Stadium that is eligible to receive the Leadership in Energy and Environmental Design (LEED) certification. The stadium design must to the extent of having a payback of 30 years or less follow sustainable building guidelines established under Minnesota Statute 16B.325.
- A roof that is fixed.
- Operable doors on the West Elevation of the building. 78’8” tall on north end, 54’10” tall at south end, 219’10” wide.
- Space within the main concourse for an NFL team museum and Hall of Fame.
- Patron parking, including 2,000 parking spaces within one block of the Stadium, , and 500 parking spaces within two blocks of the Stadium, some connected by skyway to the Stadium, with a dedicated walkway on game days.
- Elements sufficient to provide for community and civic uses as determined by the Authority

- Exterior shall include simulated Wood Soffit Panels.

II. Program Elements

1. Seating Bowl

- Area includes the primary seating bowl (General Admission, Club Seats and Red Zone Seats) utilized by the viewing patrons during events. The primary competition Event Floor will be designed to provide general seating for approximately 65,000 seats for an NFL Football event. This venue should be designed for viewing NFL Football, NCAA Basketball, Baseball, and Concerts, MLS and International Soccer Events, Conventions and other similar Events.
- Provide field access at each vomitory front of each row including gate and stairs.
- Super Bowl seating expansion – provisions within seating bowl to expand capacity by 7,000 seats.

2. General Seating

- General Seating:
 - 33” treads with minimum 19” wide seats
 - Plastic back and plastic seat design
 - Twenty-eight (28) seats/row maximum
 - Laminated glass front row railing
- Red Zone Seating:
 - 36” treads at Red Zone with a minimum 19” wide seats
 - Plastic back and padded seat design
 - 28 seats/row maximum
 - Laminated glass front row railing
- Club Seating:
 - 36” treads at Club Seats with a minimum 21” wide seats
 - Padded back and padded seat design
 - 28 seats/row maximum
 - Laminated glass front row railing
- Area includes retractable seating at the North Side Red Zone and North Lower Club. Retractable seating platforms shall be constructed of a retractable decking system, as mutually agreed upon by the SDC Group, to ensure the quality of the viewing experience for the premium seating patrons as well as operational ease and flexibility.
- All fixed seating to be rail-mounted or riser-mounted self-rising chairs including upper and lower bowl
- Aisle width shall be a minimum dimension as required by code
- Includes end stanchions on aisle seats that are either embossed with Team name/logo or are able to accept removable advertising badge.
- Meet American with Disabilities Act and State of Minnesota guidelines and codes
- Provide chair back drink holders between each seat of the proceeding row with dual advertising panel mounted at wall or handrail at first row of each deck or cross aisle.
- Provide aluminum handrails with anodized finish
- Drains at first row of bowl levels for wash down.

3. Accessible Seating

- Accessible seating and companion seating to satisfy current ADA requirements.

4. Suites

- Project shall include a variety of premium suite products. Suites designed and to be included are:
 - Private End Zone Field Suites - Event Level – Eight (8) suites total. Ten (10) fixed seats and four (4) bar stool seats at a drink rail.

- Private Sideline Field Suites – Event Level – Fifteen (15) suites total. Nine (9) typical units at twenty-eight (28) maximum people each; two (2) party suites (4 suite units) at fifty (50) maximum people each; and two (2) mid-size suites at forty three (43) maximum people each.
- Chairman Suites – Executive Suite Level – Twelve (12) suites total. Four (4) single suites with bathrooms at fifteen (15) maximum people each; four (4) single suites without bathrooms at fifteen (15) maximum people each; two (2) double suites with bathrooms at thirty-five (35) maximum people each; and Owner’s Suite with bathroom (Owner’s Suite consists of 2 suites).
- Main Concourse Suites - Main Concourse – Twenty-seven (27) suites total. Twelve (12) fixed seats and four (4) bar stool seats at a drink rail.
- Loge Box Seating – Main Concourse – Four (4) loge box seating areas. In each loge box seating area there shall be six (6) units of eight (8) people each; and one (1) unit of twelve (12) people each.
- Upper Suites – Upper Suite Level – Thirty-six (36) suites total. Twenty-four (24) suite units at twelve (12) people each; and twelve (12) suite units at ten (10) people each. Each suite shall also contain four (4) bar stool seats at a drink rail. Upper Suites will not include operable walls between the suite and the seating bowl.
- NFL home team owner suite and Team marketing suite (a/k/a visiting team owner suite)
- NFL home team scouting booth
- NFL home team personnel booth
- Typical Suite Description:
 - Combination of fixed stadium seats and barstools.
 - Minimum Seat Width: 22 inches, fully upholstered.
 - Operable glass enclosure on field side to be operated by suite holder. Not included at Upper Suites.
 - Typical suite amenities to include;
 - Video/Television Monitors - All televisions should incorporate integral DTV tuners, multiple HDMI inputs, capable of over-the-air and/or digital cable reception and display as appropriate for the television distribution design. Native display resolution of displays in suites, clubs, and other premium areas should be a minimum of 1080p with the ability to receive 1080i signal. Suites have one (1) 60” and two (2) 42” HDTV’s.
 - Audio Control – Ability to select press, PA, radio, TV and auxiliary; (2) ceiling speakers.
 - In house feed to televisions/monitors access. Direct TV and NFL packages, local channels, national Sports and News Channels, additional channels typically found in comparable sports facilities.
 - Three (3) phone/full bandwidth data ports w/ fiber optic backbone.
 - Additional full bandwidth data ports sized for suite.
 - Full size stainless steel refrigerator w/ bottom freezer drawer.
 - Individual thermostats for each suite control to set point ± 3 degrees Fahrenheit. Does not include Mini-Suites.
 - Outlets below counter space to accommodate four (4) electric chafing dishes; provide grommets in the counter top.
 - All lighting/TV needs to be remotely controlled.
 - One (1) Interactive touch screen computer or iPad.
 - Proximity card access/check point on entry door (proxy card access).
 - Locking hardware on closets and a minimum of 2 cabinet doors.
 - Typical suite finishes to include:
 - Finishes as defined in the attached Room Finish Schedules
 - Millwork w/solid surface tops to include:
 - Locking base cabinets.

- Built-in trash & recycle containers.
- Open shelf bottle storage.
- Full height monitor surround.
- Field Level and Upper Level Suite cabinetry with 3M Dinoc Film
- Executive and Main Concourse Suite cabinetry with wood veneer
- Two seats to be removable for disabled patrons.
- Operable separation between suite tub seats (seating bowl) and suite interior with operable sections. This feature will not be provided at the upper suites.
- Solid surface countertops.
- Divided stainless steel tub for ice bin and beer tub.
- Single stainless steel sink.
- Stained wood veneer entrance door.
- Millwork and identification signage (plaque) on interior of suite and exterior by door.
- Future Suites (Upper Suite Level):
 - Include provisions to add eighteen (18) suites total. Twelve (12) fixed seats and four (4) bar stool seats at a drink rail per each suite.
 - Include Space for Future Commissary Pantry/Finishing Kitchen at 2,000 sf to service Future Suites.
 - Include structural concrete floor slab with mechanical and electrical systems sized for the future suites.
 - Shell space shall allow for amenities and finishes as determined in the future by the funder of the enhancement. Shell space shall allow for amenities and finishes consistent with existing Upper Suite Level suites.

5. Club Lounges

- Project shall include a variety of premium club program areas as has been developed through the design process. Clubs designed and to be included are:
 - Field Level Club – Event Level - Club area for Private Field Suites and Event Level Club Seating to serve approximately 1,460 Patrons (1,380 Club Patrons + 80 Suite Patrons).
 - Executive Suite Club – Executive Suite Level - Club area for Private Chairman’s Suite Patrons to serve approximately 240 Patrons.
 - Valhalla Club – Executive Suite Level and South Lower Club Level- Club area for Private Lower Club Patrons to serve approximately 1,200 Patrons.
 - North Lower Club (Viking’s Club) – Lower Club Level - Club area for North Lower Club Patrons to serve approximately 2,885 Patrons.
 - North Upper Club (Ice Club) – Upper Club Level - Club area for North Upper Club Patrons to serve approximately 1,425 Patrons.
 - South Upper Club (Fire Club) – Upper Club Level - Club area for South Upper Club Patrons to serve approximately 1,327 Patrons.
 - Club Purple – Upper Suite Level - Club area for Northwest Upper Club Patrons to serve approximately 875 Patrons.
 - Club Purple Roof Deck.
- Typical Club Description:
 - Restrooms to include sound system tied into PA system and stadium broadcast audio.
 - Provide moveable seating components to create flexible, multi-functional space.
 - Premium club space to provide buffet style food service and full service bar. The space should be flexible to accommodate both game and non-game day events.
 - Kitchens and finishing kitchens as located on the attached floor plans.
 - Provide dedicated restrooms for club patrons.
 - Typical club amenities to include:
 - Include a combination of Video Walls, Video/Television Monitors – Provide multiple 50” HDTV equivalent flat screen monitors mounted inside of the club

space with 42” HDTV at bar locations that are controlled remotely and centrally within the respective club area.

- All televisions should incorporate integral DTV tuners capable of over-the-air and/or digital cable reception with multiple HDMI inputs and display as appropriate for the television distribution design. Native display resolution of displays in suites, clubs, and other premium areas should be a minimum of 1080p with the ability to receive 1080i signal.
- Audio Control – ability to select press, PA, radio, TV and auxiliary. Centrally controlled. Audio Visual control system centrally located to control, audio, and lighting presets.
- In house feed to televisions/monitors access. Centrally controlled.
- Phone/full bandwidth data ports with fiber optic backbone to telecom closets; 8 per lounge
- Floor outlets
- All lighting/TV needs to be remotely controlled
- Dimmable lighting system for specific areas. Centrally controlled.
- Typical club finishes to include:
 - Mix of banquet seating, mobile lounge seating, high top tables and bar stools
 - Finishes as defined in the attached room finish schedules.
 - Action stations, portable bars provided as part of food service equipment
 - Full service buffet line and full service bars
 - Millwork, solid surface counter tops
 - Way finding and signage

6. Restaurant

- Space for a permanent restaurant with interior access during game day and exterior access during non-game day events.
- Shell space with stub up for utilities, water, drains, etc.
- Include access to converge data network backbone for future tenant
- Approximate shell space of 6,500 SF
- Proximity card reader access
- IPTV, audio and video control capabilities
- Electrical panel.

7. Concourses

- Concourses to appropriately service patrons with toilets and concessions
- Adequate width and clear passage to allow proper circulation and include areas for promotional activities, gathering, load in/out capabilities, and advertising
- Provide locations that can accommodate portable concessions
- Typical concourse amenities include:
 - Convenience power outlets distributed around concourse
 - Signage and way finding
 - IPTV Monitors equally distributed in all circulation areas
 - Defibrillators evenly distributed and wall mounted near vertical circulation
 - Audio systems as part of the stadium PA systems with multiple sources
 - Power and data for food service carts and ATM
 - Trash and recycling receptacles
 - Utility requirements for portable Food Service stands and ATM’s
- The various concourse levels are as follows:
 - Event Level Concourse:
 - Approximate 18’-0” wide “race track” around entire Event Level
 - Drop-off areas for truck loading and unloading at Locker Rooms and Storage areas
 - Approximate 15’-0” vertical clearance

- Extra clearance height required for portable seats
- Field tunnel access to ramps require 16' clearance
- Allow for access, egress and space for all equipment and seating
- Corner guards
- Must have height and width clearance for all equipment to be stored (i.e.: turf, portable risers, staging, basketball goals, etc.)
- Executive Suite Level Corridor:
 - Approximate 8'-0" clear width
 - Utility and data requirements for portable Food Service stands and ATM's
 - Mounted 42" HDTV Equivalent size television monitors at each elevator lobby
 - Stained wood wainscot
 - Stained wood base
 - Concierge desk
- Lower Club Level Corridor:
 - Approximate 8'-0" clear width
 - Mounted 42" HDTV Equivalent size television monitors at each elevator lobby
- Red Zone Concourses
 - This area is intended to become an interactive sponsorship area. Any proposed design enhancements would be the responsibility of the Team and/or Sponsor. Responsibility for additional operating costs are defined within the Use Agreement.
 - ATM Locations (1 per Red Zone)
 - 42" HDTV Equivalent size Television Monitors; two (2) per concession stand
- Main Concourse
 - Area includes Main Concourse vestibule Entry Lobbies
 - Could include Minnesota Vikings Hall of Fame displays and Minnesota State High School League
 - ATM Locations (4-6)
 - Design and construction of floor slab and exterior openings to allow for vehicles to be displayed on concourse
 - Drink rail behind last seating row, typical
 - Food Service condiment stands throughout
 - Provisions for emergency phones as required by code
 - Provisions for power source for charging phones
 - 42" HDTV Equivalent size Television Monitors; two (2) per concession stand; also, elevator lobbies and plazas
- Upper Club Level Corridor
 - Minimum 8'-0" clear width
 - Includes Premium Lobbies, concourse and corridors
 - Mounted 42" HDTV Equivalent size television monitors at each elevator lobby
- Upper Suite Level Corridor
 - Minimum 8'-0" clear width
 - Mounted 42" HDTV Equivalent size television monitors at each elevator lobby
- Upper Concourse
 - ATM Locations (4)
 - Design floor slab and openings to allow for vehicles to be displayed on concourse
 - Drink rails at open views to the playing field
 - Provisions for emergency phones as required by code
 - Provisions for power source for charging phones
 - Utility requirements for portable Food Service stands and ATM's
 - Mounted 42" HDTV Equivalent Size Television Monitors: two (2) at each concession stand; also elevator lobbies and plazas

8. Toilet Facilities

- Club & General Admission Public Toilets to include:
 - Mirrors with shelves
 - Shelves over urinals
 - Soap dispensers
 - Paper dispensers
 - Baby changing stations
 - Freestanding Trash receptacles
 - Baked enamel wall/floor mounted toilet partitions with spring hinges
 - Wall mounted urinal screens at premium levels only
 - Entrance/Exit metal gates with padlock
 - Hose bibb for cleaning
- Suite Public Toilets to include:
 - Similar features listed above
 - At Executive Suite Level only, individual toilet rooms with lavatory/water closet with full height gypsum board walls and doors
 - Power receptacles
- Typical restroom amenities include:
 - Ceiling mounted speakers tied into event broadcasting stadium PA/radio
 - Provide floor drains as required by code
 - Provide hose bibb for general maintenance with security locking system
 - Motion sensor lighting system
 - Automatic flush (hard wired) toilets, lavatories and urinals
 - Provide tempered water at all lavatories
 - Epoxy resin floors; especially over finished/occupied areas
 - Lavatory faucets with automatic hard wired operation
- Toilets for men (50%) and women (50%) to be provided with proper distribution on every concourse level in compliance with local building codes and state law..
- Toilet ratios are to be provided at a minimum as follows:
 - General Seating Areas:
 - Lavatories: 1 per 150 Females; 1 per 200 Males
 - Water Closets: 1 per 61 Females; 1 per 350 Males
 - Urinals: 1 per 118 Males
 - Tempered Water
 - Club Seating Areas:
 - Lavatories: 1 per 75 Females; 1 per 150 Males
 - Water Closets: 1 per 50 Females; 1 per 185 Males
 - Urinals: 1 per 77 Males
 - Hot and Cold Water Service
 - Suite Levels:
 - Lavatories: 1 per 50 Females; 1 per 100 Males
 - Water Closets: 1 per 35 Females; 1 per 150 Males
 - Urinals: 1 per 51 Males
 - Hot and Cold Water Service
- Janitor's closet to be provided for every set of public toilet rooms (on average)
- Family toilets
 - Designed for public use and distributed throughout the Public and Private Concourses designated for patrons and/or families requiring additional assistance.
 - Family Toilets to include:
 - Mirrors with shelves (mirrors located over sinks with one (1) 2' x 6' full height mirror
 - Soap dispensers
 - Lockable door

- Paper dispensers
- Baby changing stations
- Free standing trash receptacles
- Lower toilet seat height
- Wall mounted bench
- Power receptacle
- Typical family toilets amenities to include:
 - Sound system tied into PA/radio broadcasting with adjusting speaker
 - Floor drains as required by code
 - Hose bibb for general maintenance with security locking system
 - Motion sensor lighting system
 - Automatic flush (hard wired) toilets and lavatories – hard wired soap dispensers.
 - Tempered water at all lavatories

9. Ingress/Egress

- Stadium entries and exits should take advantage of existing points of interest and tie into existing transportation infrastructure
- Entries and exits must accommodate large crowds, ticket taking, power, data and security
- Stadium entries are intended to become sponsored. Any proposed design enhancements would be the responsibility of the Team and/or Sponsor. Responsibility for additional operating costs are defined within the Use Agreement.

10. Patron Vertical Transportation

- Elevators:
 - Five (5) Passenger Lifts to access designated ADA seating platforms. Lifts to be sized to accommodate a wheelchair and companion/attendant
 - Two (2) Freight elevators shall be approximately 10,000-12,000 pounds capacity, minimum 10'-0" wide opening. Stainless steel cab walls with 2 x 8 hardwood fastened along the inside perimeter (3 sides only)
 - Two (2) Passenger/Service elevators shall be approximately 5,000 pounds capacity, 350 F.P.M. and 4'-0" door openings
 - Nine (9) Passenger elevators shall be approximately 4,000 pounds capacity, 350 F.P.M., 4'-0" door openings and shall be in pairs if serving the general public if at all possible.
 - One (1) Passenger elevator shall be approximately 4,000 pounds capacity to serve the Press Box from Event to Upper Concourse.
 - One (1) Passenger elevator shall be approximately 4,000 pounds capacity to serve the Vikings Team to the Event Level.
 - Designated Premium elevators for Upper Suite Level patrons on each side of stadium
 - Ability to control elevator access to/from certain levels during game day and non-game day events
 - Access control proximity card swipe control
 - Elevators shall be sized for gurney access
 - 15" elevator display monitor in each passenger and passenger/service elevator cab
 - Elevators to be equipped with cabling to support video and audio feeds from stadium PA and video distribution systems
- Escalators
 - Designed to transport spectators vertically to all levels of the stadium.
 - Designed to allow for adequate escalator turnaround space to avoid crowded cuing scenarios.
 - 40" at general admission minimum
 - 32" at premium minimum
 - 28 separate escalators – 18 general admission, 10 Premium
 - Typical escalator finishes:

- Premium escalators Lower Club, Main and Upper Club: Glass side balustrade
- Premium escalator Event to Lower Club: Metal side balustrade
- GA escalators: Metal balustrade
- Escalator Landings: Sealed concrete floors
- Handrails: Unfinished black steel with electrochemical conversion coating, clean welds where present.
- Stairs/Ramps
 - Stairs
 - Stair design should be incorporated to promote stair usage and make it a safe and open environment.
 - Twelve (12) sets of general admission stairs approximately 10'-0" stairs
 - Public access at the Main and Upper Concourses
 - Upgraded Premium stairs for internal circulation
 - Press Box stairs for internal circulation
 - Ramps to be designed to accommodate maintenance, and concession vehicles, and forklifts
 - Ramps
 - Floor drains at main ramp
 - 15' – 0" width
 - Sized for forklift access (12'-0" min clearance)
 - Event Level ramps to access end zone suites
 - Event Level trash and recycling ramp to access trash compactors/recycling bins
 - Audio system only required at entrance from exterior

11. Ticketing

- Team Ticketing office shall be located at street level for easy public access. Design and location should be focused on providing ease of access for day to day ticketing from public drive-up traffic.
- Team Ticketing:
 - Exterior Ticket windows should be provided with coverage from the elements
 - Sixteen (16) windows adjacent to Team Store to be provided
 - Configure eight (8) separate from eight (8)
 - Eight (8) will be used for non-day game events
 - Slide trays should be provided at three (3) of the twelve (12) ticket windows
 - One (1) customer service booth at Main Concourse and one (1) customer service booth at Upper Concourse that will allow ticketing.
 - Six (6) 30-minute street parking stalls adjacent to Ticket Office Window area
 - Bullet resistant glass and amplified sound at all each individual outside ticket windows with (removable gooseneck). Talk through shall include hearing impaired headsets.
 - Signage and display per Team requirements
 - Individual LED or LCD Electronic signs above all windows
 - Electronic "Upcoming Events" LED or LCD monitor
 - Local public address system with override microphone over main PA system
 - Doorbell call button with on/ off switch with security camera
 - Multiple high speed data ports at each window
 - Security peep-hole in access door
- Team ticket office vault:
 - Vault room shall be designed and constructed as a secured room with a vault door.
 - Vault should be designed with 24" deep shelving units on three sides and an area for a free standing 4'-0" X 4'-0" safe
 - Alarm system
 - One (1) facsimile machine in vault per NFL/PCI compliance
 - Security camera surveillance

- Telephone/fax/data ports
- Biometric card reader
- Ticket Manager Office, staff offices, break room and work room
 - Ticket Manager Office and three (3) staff offices.
 - Ticket office amenities include:
 - Shelving, desk and chairs, lockable cabinets
 - Security alarm system
 - CCTV system to monitor vault room and communications closet
 - 42" HDTV
 - Proximity card access at entry points
 - One (1) High-Speed Copier
 - One (1) Color Copier / Printer
 - One (1) Fax machine
 - Built-in case work with sink
 - Storage/work counter
 - Shelving and lockable cabinets
 - Small refrigerator
 - Microwave
- Team ticket office shall include staff toilets with the following amenities:
 - Provide 1 men's and 1 women's toilet for the Team Ticket Office
 - Toilets to include:
 - Mirror with shelves
 - Soap dispenser
 - Paper dispenser
 - Trash receptacle
 - One water closet and one lavatory for men's
 - One water closet and one lavatory for women's
 - Floor drains as required
- Include storage space room within ticket office location. Must be NFL/PCI compliant.
- Include communications closet within ticket office location
 - Security camera surveillance

12. Guest Services

- Information Stations at each public level provided to serve guest needs
- First Aid
 - Located on main concourse and upper concourse with convenient access to elevators and ambulance
- Communications (mobile charging stations)
- ATMs

III. Food Service and Merchandising

1. Food/Beverage

- Concessions – to be primarily designed by HKS with input from the food service operator. Space must be designed to appropriately serve patrons from multiple locations throughout stadium with following minimum ratios:
 - General Seating: 1 POS per 175 spectators lower bowl; 1:200 POS upper bowl
 - Club Seating: 1 POS per 125 spectators
 - Fixed concessions must have sufficient MEP and food service infrastructure to support sales
 - Portable concessions to be placed throughout stadium with electrical and telephone/data services provided
- Restaurant

- Space for a full service restaurant to be conveniently located to accommodate ticketed, game day patrons
- Restaurant space shall be minimally finished to allow for tenant fit-out by the Team. Base design shall include sealed concrete floor, interior taped drywall, no ceilings, temporary lighting, supply and return air stubbed into space, and an electrical panel.
- Street access through vestibule in Team Store at Main Concourse with dedicated elevator and stair access.
- Space for a dedicated full service kitchen adjacent to the restaurant
- Space for dedicated restrooms for the restaurant
- Bars
 - To be provided in Club Levels and Suite Level
- Club Lounges
 - Club lounges with sufficient food and beverage services to accommodate all club seating patrons
 - Include bars, concessions, pre-game buffet and toilets
 - Club lounges must include facilities for in-seat service wait staff

2. Kitchens/Commissaries

- Central Kitchen/Commissary
 - Located on event level convenient to loading dock and freight elevators
 - Equipped for preparation of food for concessions, clubs, suites, catering, and restaurants
 - Includes concession employee lockers, toilets, laundry, and offices also preferably at event level
 - Storage and staging for dry goods, frozen and refrigerated foods, pallets, alcoholic beverages and carts
 - Converged Data Network shall be sized to support Concessionaires requirements for back of House, Credit Card, amenity programs and POS functions.
- Vendor Commissaries
 - On all general concourse levels
- Pantries
 - On suite levels and each club lounge to provide support for in-suite catering and pre-game buffets in club lounges
 - One large pantry in each club lounge with supporting smaller club pantries
- Empties Storage– recycling and waste facilities
- Cart Storage and Wash Down Arenas

3. Merchandising

- Team Stores
 - Space for one permanent Vikings themed retail store on Main Concourse and a second permanent Vikings themed retail store on Upper Concourse dedicated to the sale of NFL and sponsor merchandise.
 - Main Concourse store shall be accessible on game days and non-game days.
 - Store spaces shall be minimally finished to allow for tenant fit-out by the Team. Base design shall include sealed concrete floor, interior taped drywall, no ceilings, temporary lighting, supply and return air stubbed into space and an electrical panel.
 - Team stores shall be located at Main Concourse at approximately 7,850 SF and in one location at the Upper Concourse at approximately 1,850 SF.
 - Additional design considerations include:
 - Provide Team store storage spaces
 - Provide network backbone

- Merchandise Storage on event level to accommodate Team store and mobile merchandise.
- Data Network to support Concessionaires Network requirements for back of House, Credit Car and amenity programs and POS functions

IV. Multipurpose Event Facilities

1. Event Floor/Field

- Designed to accommodate all NFL, NCAA, MLS and Minnesota State High School League facility standards
- Permanently installed solid green single synthetic infill playing surface suitable for NFL events and MSFA events.
- Provide storage space for one removable turf system.
- Temperature controlled – ability to cool playing field to sub-70 degrees at time of kick off for NFL games
- Allow for NCAA Soccer Field configuration Seating Bowl design
- Provide access to Playing Surface by semi-trucks (one location)
- Allow for approximately 10,000 patrons in concert and basketball configuration
- 247'-6" Field Wall to Field Wall dimension at 50 yard line (401'-0" in perpendicular direction)
- Provide inserts in the slab for various nets, goal posts etc... for football and baseball
- Provide football equipment; goal posts, box & chains, end zone pylons, end zone netting and support system
- Provide baseball equipment; foul ball posts, backstop netting and support system, field wall, field wall padding, bases, home plate, dugout equipment, portable pitching mound
- Additional considerations for design of the event floor include:
 - Provide NFL required – technical communication outlets flush mounted in field wall. Conduit from Show Power to sideline
 - Provide camera JBT boxes (12" deep) at field wall
 - Recessed fire hose boxes, hose bibbs and electrical outlets at Field Wall
 - Allow for cabling at Field Wall
 - Provide open ladder cable tray that allows for drainage at Field Wall
 - Show Power at Stage end and Mid-field locations

2. Stage/Rigging

- Designed to accommodate large touring concert and entertainment acts in end and center stage configurations.

3. Scoreboard

- The MSFA and Team have established a total budget allowance of twenty-eight million dollars (\$28,000,000) for Vendor Contract Technology, including scoreboard systems. The SDC Group shall manage the design and procurement process for this system until a contract is executed to furnish and install this system in accordance with the SDC Group approved design.

4. Video Control Room

- The MSFA and Team have established a total budget allowance of twenty-eight million dollars (\$28,000,000) for Vendor Contract Technology, including the Video Control Room. The SDC Group shall manage the design and procurement process for Video Control Room systems until a contract is executed to furnish and install these systems in accordance with the SDC Group approved design.
- The Video Control Room will be located on press level to accommodate Scoreboard and video control equipment with link to the distributed audio system.

- Video Control rooms shall manage the video distribution to all video displays in all accepted formats and resolutions available at the time of procurement..
- This budget also includes in-house production cameras and associated production equipment.

5. Public Announcer/Audio Control Booth

- Primary control location for the Stadium PA system, announcers, spotters and audio presentation equipment.

6. Minnesota Vikings Team Family Lounge

- Locate between route from Parking Area to Home Team Locker Room
- Locate away from route from Home Team Locker Room to Tunnel/Field
- 8'-0" counter with base cabinets for storage and food service
- Baby changing station at both toilets
- Men's and women's separate toilet facilities with floor mounted water closets and lavatories to have automatic operation
- Provide two (2) 50" HDTV equivalent
- Provide full-size refrigerator with bottom freezer
- Microwave
- Power and water for beverage station
- Audio control – ability to select press, PA, radio and TV
- Two (2) phone data ports
- Individual thermostat
- Outlets below kitchen counter to accommodate 4 electric chafing dishes; provide grommets in counter top
- One (1) interactive touch screen computer or iPad
- Charging station at kitchen counter
- Soft Seating
- Thirty (30) stackable chairs
- Four (4) round 72" tables

7. Minnesota Vikings Staff Family Lounge

- 8'-0" counter with base cabinets for storage and food service
- Baby changing station at both toilets
- Men's and women's separate toilet facilities with floor mounted water closets and lavatories to have automatic operation
- Provide tow (2) 50" HDTV equivalent
- Provide full-size refrigerator with bottom freezer
- Microwave
- Power and water for beverage station
- Duplex outlets
- Audio control – ability to select press, PA, radio and TV
- Two (2) phone data ports
- Individual thermostat
- Outlets below kitchen counter to accommodate 4 electric chafing dishes; provide grommets in counter top
- One (1) interactive touch screen computer or iPad
- Charging station at kitchen counter
- Soft Seating
- Thirty (30) stackable chairs
- Four (4) round 72" tables

8. NFL Family Nursery

- Locate between Vikings Staff Family Lounge and Vikings Team Family Lounge

- Locate away from route from Home Team Locker Room to Tunnel/Field
- 8'-0" counter with sink and base cabinets for storage
- Incorporate baby changing station within counter
- Single sink
- Ice maker
- Provide two (2) television monitors - 50" HDTV equivalent
- Provide refrigerator/freezer
- Soft seating
- Children's furniture tables, chairs, soft seating

9. Auxiliary Locker Rooms (1)

- One locker room with minimum 60 permanent lockers each sub-dividable into Two locker rooms of 30 lockers each
- Shower, toilet and drying area (in both)
- Training Room (in both)
- Storage (in both)
- Coaches' lockers, showers and toilet (in both)
- Elements include;
 - Free standing stool with locker storage
 - Counter for food and drink distribution
 - Video/ Television monitors
 - Floor drains and hose Bibs
 - Lockers and toilets should be stacked front to back
 - Game clock
 - One (1) 50" HDTV equivalent size television
 - Dry erase board in each
 - One ice machine per pair
- Include shell space for one additional 60 locker auxiliary locker room similar to above.

10. Visitors NFL Locker Rooms

- Comparable to recent NFL stadiums
- Shower, toilet and drying area with discreet access from press areas
 - Fifteen (15) Shower heads
 - Six (6) automatic water closets (floor mounted)
 - Six (6) automatic urinals
 - Six (6) automatic Lavatories with mirrors (1 ADA)
 - Drying Area
 - Full height mirrors
 - Area to be at or below 40% RH (relative humidity)
- Training Room/Exam Room
 - Area should be designed with NFL team to incorporate all training equipment and required floor space layout for training requirements
 - 16'-0" minimum ceiling height
 - Space will include doctor examine room
 - Double door access
 - Digital communication with x-ray room and viewer in exam room
 - Ice machine
 - Game clock
 - One (1) 42" HDTV equivalent size television
 - Minimal overhead cabinet space
 - One (1) 12-pack hydro collator unit
 - Four (4) taping tables
 - Three (3) treatment tables, 80" x 30"
 - 10' linear feet of p-lam counter at 36" x 24" deep

- 10' linear feet of adjustable shelving to begin 26" above counter, 12" deep
- Two (2) 4' wide x 70" tall X 24" deep mobile wire shelf unit with clothes rod
- One (1) treatment table in exam room, 80" x 30"
- Four linear feet of p-lam counter at 36" high in exam room
- Supply storage room and Equipment storage room
 - Provide overhead door direct access to Event Level
 - Design convenient loading and unloading area
 - 12'-0" counter top
 - Ten (10) 18" wide x 24" deep x 7'-0" metal lockers
 - Ten (10) stackable chairs
 - Work center
- Office for Head Coach with dressing room
 - Dry erase board
 - Provide sound insulation in walls and ceiling
 - One (1) desk and chair
 - Shower and drying area at 8'-0" AFF
 - One (1) automatic hard wired water closet floor mounted
 - One (1) automatic hard wired lavatory with mirror
 - Two (2) lockers (24"x 24" x 8'-0" high)
 - One (1) 42" HDTV equivalent size television
 - Game clock
- Assistant Coaches Locker Rooms
 - Twenty-five (25) lockable metal lockers (24" x 24" x 7'-0" high)
 - Twenty-five (25) Plastic stackable chairs
 - Separate shower and drying area
 - Six (6) showers
 - Two (2) water closet – floor mounted with automatic operation
 - Four (4) lavatory with automatic operation with mirrors
 - Three (3) urinals with automatic operation
 - Drying Area
 - Game clock
 - One (1) 42" HDTV equivalent size television

11. X-Ray Room

- First Aid/X-ray Room near team facility with compliance to NFL, NCAA, and MLS regulations

12. Officials Locker Rooms

- Officials Meeting Room
- Game Crew locker room to have 10 lockers with shower and restroom facilities
- Dressing area to have ten (10) (5 per side) 24" x 24" x 7'-0" metal lockers
- Open lockers with stool
- 6' counter with base cabinets, plastic laminate
- Women: 1 shower and 1 water closet
- Men: 2 showers, 1 water closet and 1 urinal
- 1 exercise bike
- Ball warming area
- Sound system tied into Event broadcasting
- Game Clock
- Multimedia (VCR/ CD/ DVD) over 42" HDTV
- Plastic stacking chairs
- Refrigerator

13. Chain Crew Locker Rooms

- Ten (10) 36" wide x 24" deep x 7'-0" high metal lockers with folding chairs
- One (1) shower / side
- One (1) water closet / side with automatic operation
- Two (2) lavatories / side with automatic operation
- One (1) urinal / side with automatic operation
- Sound system tied into Event broadcasting
- Game Clock
- PA System
- Multimedia (VCR/ CD/ DVD)
- 42" HDTV

14. Cheerleaders Locker Room

The Cheerleaders Locker Room area shall be provided as Core/Shell space under the base contract

15. Field Toilets with direct access to both bench areas

16. VIP/Team Parking

- One Hundred Seventy-Three (173) exterior parking stalls with secured entry access to the Lower Club Level
- 8'-5" min stall width
- Used as non-game day parking for Vikings Team and MSFA
- Security barrier from general public
- Adequate Security Lighting and CCTV
- Access control gates

17. Coaches Booths (located at Upper Suite Level)

- Spaces for home and visiting team coaches, 10 seats each, shall contain built-in writing desks and telephone connections to player benches and operable sash
- 42" HDTV Equivalent TV Set with duplex outlet per booth
- Coaching Intercom/ Communications Systems – at box location 2 – 110V circuits
- Four (4) 20A, 120V circuits in room – alongside of room
- Outlet for instant replay TV
- Pre-wired for coaching intercom and video
- Stackable plastic chairs

18. Coaches Video Platforms

- Camera Platforms shall be located at the following locations at the Upper Seating Bowl and Upper Suite Level:
 - Team 50 yard line, home team position. Four camera positions. One platform shall be located at the Upper Suite Level 50 yard line. Two camera platforms shall be located at the Upper Suite Level – one at each end zone. Platform sizes shall be 8' x 32' at all 3 locations. The Vikings and NFL will be consulted regarding all aspects including booth, platforms, conduit, and electrical requirements
- One (1) 20A, 120V circuit, each location
- 110V outlet for each camera at each location
- Cable connections to coaches booths and both sidelines

19. Video Replay Booth

- Feeds to/from field, coaching video systems and network TV trucks
- Six (6) 20A, 120V circuits
- Four (4) 20, 120V at Field

- Separate HVAC system controls
- Investigate potential pre-action sprinkler systems or specialty dry chemical systems
- 42" HDTV

V. Team Facilities

1. Home NFL Locker Room

- Vikings locker room shall be comparable to recent NFL stadiums to include 60 permanent lockers and 30 temporary lockers. Lockers shall be (3'-6" wide x 3'-0" deep x 8'-0" high) lockable (4 digit code) wood lockers
- Vikings locker room complex, including locker rooms, training room, offices, exam room, Owner's room, meeting rooms, lounges and nursery to be temperature controlled, temperature range 65-70 degrees area to be at or below 40% RH (relative humidity)
- Vikings locker room shall include;
 - Three (3'-0" x 5'-0") portable dry erase boards
 - Counter for food and drink distribution (kiosk) – Portable or Permanent in Meeting Room
 - Double door access
 - Two (2) reach-in (GDM) style coolers, lockable
 - Provide roof over Vikings area to provide a level of security and protection from above water elements within the seating bowl
 - Four (4) 50" HDTV mounted televisions
 - Four (4) refrigerators
 - Equipped for projectors
 - Separate audio controls from the rest of the Vikings spaces
 - Game clock
 - Separate digital thermostat. The Authority will explore opportunities to provide the Team with monitoring and control capabilities for the environmental controls in the Team spaces through the building management system.
 - 100 FT candle lighting with dimming system
 - JBT Box
 - USB port in each locker
 - In house feed to Televisions/monitors
 - 80 folding Vikings themed vinyl chairs
 - 4 refrigerators
- Shower, toilet and drying area with discreet access from press areas, to include;
 - Variable pressure shower heads mounted at 8'-0" AFF with controls at 4'-6"
 - Water closet rim mounted at 1'-7" AFF Floor Mounted
 - One (1) ADA Lavatory counter mounted at 2'-10" AFF (Standard height 36")
 - Non slip tile flooring
 - Privacy curtain to locker room
 - Porcelain tile counter above lavatory counter
 - Stainless steel towel shelves and storage
 - Twenty-four (24) Shower heads (open shower)
 - Eight (8) Hard wired automatic water closets (floor mounted)
 - Eight (8) Hard wired automatic urinals
 - Eight (8) Hard wired automatic lavatories with mirrors
 - Drying Area to accommodate fifteen (15) players at one time
 - Hair dryers
 - Full height mirrors
 - Trench drains at shower/floor drains throughout
- Training Room, to include;
 - Area should be designed with NFL team to incorporate training equipment outlined below and required floor space layout for training requirements.
 - Privacy curtain 17' long

- Outlets as required for training equipment layout
- Ventilation for “gymnasium” type design requirements
- Crushed ice machine
- Television monitors – two (2) 50” HDTV equivalent, on swivel mounts
- Temperature control – separate system from locker rooms
- Telephone/data port
- Game Clock
- Four (4) adjustable exam stools, on wheels
- Five (5) taping tables
- Five (5) 80” x 30” treatment (exam) tables
- Four (4) treatment carts
- Ten (10) electrical outlets (quad and heights TBD)
- One (1) additional light fixture in taping area
- Two (2) electrical outlets, quad, height TBD; one (1) non-GFI
- One (1) electrical outlet at standard height in locker area
- Two (2) data outlets to fiber optic backbone
- Ice Machine with storage bin in hydro room
- Chiropractor table
- Two (2) chairs to match chairs in main training area
- One (1) adjustable office chair
- Sports Flooring
- Head Athletic Trainer/Team Physician Room (42” HDTV)
- Trainers’ Changing Room
- Hydrotherapy Room, to include;
 - Windows above 4’-0” for sightline from main training room
 - Double-wide glass doors
 - Ice machine
 - Adequate power
 - Provide continuous perimeter drain ahead of hydrotherapy tubs
 - One (1) hydro collator unit
 - Plumbing to handle 100 gpm dump from tub
 - Mixing valves for extremity tubs to code
 - GFI receptacles per code placed at 48” off floor
 - Area to be at or below 40% RH (relative humidity)
 - Telephone/data port
 - Hose bibb near room
- Exam Room
- Supply Storage and Equipment Storage
 - Includes Team home video storage room
 - Requires double door access
 - Wall racks/ shelving
 - Built-in storage units
 - Plastic laminate millwork
 - Office for Equipment Manager
 - Provide overhead door direct access to Event Level circulation/corridor
 - Design convenient loading and unloading area
 - Work center
 - Dutch door toward Minnesota Vikings Locker Room at door pair
 - Built in shelves
 - Twenty-five (25) 24” x 24” x 7’-0” lockers with privacy separation wall
 - 6’ - 4” Long counter top only
 - 5’-0” counter height overhead door above a pass-thru counter with access door adjacent
 - Equipment room to include full height overhead door
 - Telephone / Data port

- In house feed to Television/monitors
- One (1) 50" HDTV Equivalent wall or ceiling hung television
- Twenty-five (25) Plastic stackable chairs
- Twenty-five (25) 24" x 24" x 7'-0" lockers
- Upper and lower lockable storage lockers with p-lam countertop
- Stretching Room, to include;
 - One (1) 50" HDTV Equivalent wall or ceiling hung television
 - Sports flooring.
 - Audio Control – ability to select press, PA, radio, TV and auxiliary; (2) ceiling speakers
- Team Owner's room, to include;
 - Designed to comfortably accommodate 8-10 people
 - Conference room table with 8 (eight) chairs
 - Soft seating area
 - Separate restroom area with toilet and lavatory with mirror in each
 - Kitchenette with lower cabinets, stone countertop and built-in sink
 - Telephone/data port
 - One (1) 50" HDTV
 - Audio Control – ability to select press, PA, radio, TV and auxiliary; (2) ceiling speakers
 - In house feed to televisions/monitors access
 - One (1) phone/data port w/fiber optic backbone
 - Full size stainless steel refrigerator
 - Individual thermostat
 - Charging station at kitchen counter
 - Trash and recycling receptacles
- Vikings General Manager Office, to include;
 - Dry erase board
 - Small table with six chairs
 - Sound insulation in walls and ceiling
 - One (1) work station
 - One (1) 50" HDTV equivalent size Television monitor
 - Game clock
 - Telephone/data port
 - In house feed to televisions/monitors
 - Under-counter refrigerator
 - 36" x 36" metal locker
- Coaches Locker Rooms with work and lounge areas, to include;
 - Thirty-five (35) lockable wood lockers – 24" x 24" x 8'-0" high
 - Separate shower and drying area
 - Eight (8) showers at 8'-0" AFF
 - Four (4) hardwired auto valves water closets – floor mounted rim mounted 1'-7"
 - Four (4) hardwired auto valves lavatories with mirrors
 - Four (4) hardwired auto valves urinals
 - Full height fridge
 - Storage Areas
 - Engineered stone counter at lavatories and kitchenette
 - Work area
 - Soft seating area
 - Minimum one (1) 50" video, wall or ceiling hung television monitors
 - Equipped for projectors
 - Game clock
 - Telephone/data port
 - In house feed to televisions/monitors
 - Area to be at or below 40% RH (relative humidity)
 - Proximity card access

- Thirty-five (35) Vikings themed folding vinyl chairs
- Conference room table with 8 (eight) chairs
- Team meetings rooms, to include;
 - Two (2) meeting room areas with space for 30 people
 - Space planned for preseason temporary locker room facilities for Vikings team
 - Area to view chalk talks
 - Dry erase boards/marker boards
 - 10'-0" wide clear area in front of seating
 - 12'-0" minimum ceiling height
 - Operable manual acoustical partition between rooms for ability to create 1 room, include man door for 2nd exit
 - Sound attenuation insulation in walls
 - Two (2) Game Clocks (one per team room)
 - Area to be at or below 40% RH (relative humidity)
 - Equipped for projectors
 - Telephone / Data port
 - TV sized appropriate for rooms (50" HDTV in each)
 - Themed folding chairs vinyl chairs
 - One (1) dry erase board (minimum 4' x 10') in each
- Staff Locker Room, to include;
 - Twenty-two (22) each 30" wide x 24" deep x 7'-0" tall lockable metal lockers
 - One (1) Toilet room with water closet and lavatory
 - One (1) 50" HDTV Equivalent mounted monitor
 - Telephone/data port
- Locker Room/Office for Head Coach, to include;
 - Dry erase board
 - Table with six chairs
 - Sound insulation in walls and ceiling
 - Built in storage for multi-media
 - One (10) work station
 - Separate shower and drying area
 - One (1) automatic hard wired water closet Floor Mounted
 - One (1) hard wired lavatory with mirror
 - Under counter refrigerator
 - Two (2) wood lockers - 30" wide x 24" deep x 7'-0" high
 - Storage Areas
 - One (1) 42" HDTV equivalent size Television monitor
 - Equipped for projectors
 - Game clock
 - Telephone / Data port
 - In house feed to Televisions/monitors
 - Area to be at or below 40% RH (relative humidity)
 - Proximity card access

VI. Media Facilities

1. Press Box

- Located on the upper suite level
- Stations for approximately 200 (additional loose seating should be able to be added to achieve 300) writers shall be provided. This area shall contain built-in writing counter, seating, electrical, and telephone outlets, sound system and closed circuit television
- Coat hooks with shelving
- Space for 200 cubbies
- NFL game clock and Stadium clock operator

- Coach to quarterback official NFL observer
 - Aisle width to allow bar stool additional seating behind each desktop position
 - Storage room for Vikings PR items (150 SF)
 - HDTV; 30 @ 46" display and 12 @ 50" display
 - Open fronts
 - Each station to include one electric and two telephone/data outlets
- 2. Broadcast Booths**
- One (1) TV Broadcast Booth located at midfield per broadcast requirements
 - TV Broadcast Booth at midfield to include;
 - 24' wide required by networks
 - Lighting grid, sound attenuation, internal circuit breaker panel, data, front opening to have camera catch and overhead grid. Flat, not tiered floor
 - Dedicated toilet room
 - "Captains" chair height furniture
 - TV monitors by broadcast networks
 - One (1) auxiliary visiting TV/skycam Broadcast Booth located in press box.
 - Six (6) Radio Broadcast Booths per broadcast requirements
- 3. Broadcast Truck Facilities**
- Minimum Four (4) 56 foot broadcast TV tractor/trailer truck positions with four (4) expandable to 16 foot trailer width with eight (8) foot working area on all sides.
 - Parking for a minimum of three (3) TV satellite trucks with clear sightlines to southern sky with minimum dimensions
 - Parking for up to six (6) local TV microwave trucks (exterior)
 - Parking for TV crew
 - Power and Broadcast Infrastructure per NFL and HD Specifications
- 4. TV Host Locations**
- Provide at least one JBT box on the main concourse as currently configured for use as a Television Host broadcast location.
- 5. Camera Positions**
- In compliance with NFL, NCAA, and MLS network broadcast requirements and supporting Vikings game production locations.
 - Television camera platforms shall be located at the following locations at the mid deck/club level: Home team 50 yard line, home team both, 25 yard lines, visiting team 50 yard line, each corner (slash position). Four camera positions shall be located at field level; two in each end zone aligned with between each hash mark and numbers and clear of net. One camera platform shall be located at the Upper Suite Level 50 yard line. Two camera platforms shall be located at the Upper Suite Level – one at each end zone. Platform sizes vary for dedicated/combined use by network, TV, club, visiting club
 - Space for two (2) cameras minimum each location except 50 yard line (assume 8' x 8' each camera - 6' for team cameras)
- 6. Interview Rooms**
- Interview space for post-game shall be provided convenient to both home and visitor's locker rooms. This room shall be accessible by television cable tray. Electrical requirements shall be provided. Television networks shall be consulted
 - Flat floor space
 - Raised podium 8' x 12' x 18"H for speaker - carpeted
 - Raised camera riser in rear 6'D x 20'W x 18"H - carpeted
 - Podium and camera riser may be portable

- Seating capacity for 100 (with stackable chairs) in home team interview room and 50 (with stackable chairs) in visiting team interview room
- Rear wall acoustical panels and side wall rear 1/3 acoustical panels.
- Stackable and folding chairs

7. Press Support

- Media Work Room
- Press Dining Room and Lounge for minimum 150 people
- Media Function Room
- Photographers Work Room
- TV Cable Connection Room
- Broadcast Crew Room
- Equipment Storage
- Restrooms
- Converge Data Network to support Broadcast and Press Network requirements for back of House, production and distribution requirements

VII. Authority and Operations Staff Facilities

1. Offices

- Year round administrative offices for the Authority
- Offices and cubicles for Stadium operations staff
- Include conference room, break room, work room, storage and kitchen

2. Employee Locker rooms for men and women to accommodate staff

3. Gathering Rooms

- Employee Break Room
- Ticket Taker and Usher Briefing Room
- Event Security Briefing Room

4. Storage

- Employee Uniform Storage and Laundry Facilities
- Field Equipment Storage
- Stage Storage and Support
- General Storage

5. Security and Loading Dock Command Center

- 42" IPTV monitor
- One central game day office
- Restrooms
- Two (2) holding cells
- Roll-call room
- BMS Control Rooms
- Command Center to control access to loading dock and service tunnel
 - Stadium and Field Lighting Controls
 - Communications Systems
 - Fire Command Center
 - Public Address Systems
 - Monitors for Surveillance Camera Systems
 - Record, replay and distribute Camera Surveillance Systems

6. Janitorial/Maintenance Facilities

- Private offices, open office area, storage and break rooms on event level for Back of House, Cleaning and Janitorial
 - Maintenance shops for Machinery, Carpentry, Paint, Electrical and Plumbing
 - Central Supply Room
 - Janitors Closets on all levels near toilet facilities
- 7. Trash Collection/Recycling**
- Main handling facility located near loading dock to accommodate separate treatment of trash and recyclable materials, including compactor(s)
 - Trash container and recycling container storage/staging on each level
- 8. Freight Elevators**
- Minimum two freight elevators on each side of stadium with stops at levels as indicated within the design documents and accommodate 12,000 pounds minimum 10 feet wide by 20 feet deep.
- 9. Event Command Post**
- Stadium Operations Booth – including video, data, PA, BMS controls. Security Observation Booth – including video data, remote operation of security cameras and monitoring of building systems.
- 10. Loading Dock**
- Convenient access to field level and service areas with easy street access
 - Minimum of 6 truck bays with dock levelers and appropriate ventilation
 - Additional two truck docks for central commissary
 - Dedicated truck dock adjacent to NFL home team locker room
- 11. Concessionaires Offices**
- Includes finished space for concessionaires offices and cash handling operations.

VIII. Mechanical and Electrical Systems

The Project shall include mechanical and electrical systems and fixtures to support the design standards set forth in this Exhibit C-1 and shall be designed in conformance with all local and state requirements and shall be sufficient to allow NFL games and associated events to occur, including the following:

- 1. District Steam and Chilled Water**
- 2. HVAC Distribution System**
- 3. Plumbing System**
- 4. Fire Protection**
- 5. Electrical Power distribution**
- 6. Emergency Power System**
- 7. Lighting, including Field Lighting**
- 8. Fire Alarm and Detection Systems**

IX. Audio/Visual and Information Technology Systems

The Project shall incorporate audio and high definition video systems, including, without limitation, the following:

- 1. Distributed Audio System**
 - The seating bowl loudspeaker system is based on a distributed line array configuration. The lower and mid-level bowl seating is covered by eight line arrays (Type 1) arranged in a 300 foot diameter circle centered over the playing field. Sub-woofers located with each line array

provide additional low frequency sound reinforcement. Additional loudspeaker arrays and fill speakers cover the upper seating sections. Loudspeaker system to deliver minimum performance criteria as measured from the spectator seats: Frequency response to be +/-3db from 55Hz to 10,500Hz, 106dBA sustained loudness, +/-3dB uniformity of coverage, and intelligibility factor > 0.52 STI-PA.

- Power Amplifiers are located in dedicated equipment rooms. Amplifiers and associated processors are connected back to a centralized monitoring system in the audio control room.
- The audio control room on the upper concourse southeast corner will be the primary location for the mixing console along with program sources and patch panels. In addition, the digital signal processing system and amplifier control computers will be located in this room. Analog tie lines from the floor, video replay system, main broadcast interconnect, and other areas will terminate in the audio control room. Connector panels on the field level and camera platforms provide analog and digital audio connections to the system.
- A dedicated digital audio network is provided to connect the audio control room feeds with the digital mixing console and the network connected amplifier and DSP equipment. The network cabling is routed with other building structured cabling systems. The audio equipment is also connected to the building Ethernet network to allow control and monitoring from network drop locations.
- Portable digital audio console can be located at the main concourse or event level and connected using the digital audio network from the audio control room down to the dedicated connection boxes (JBA's) Digital stage boxes with connectors allow the console to be easily moved and setup between positions. Snake cables will allow portable source and outboard processing equipment racks to be easily interconnected with the console. JBA boxes will have rack space for in house video replay broadcast cabling and intercom panels.
- As an aid to the fire alarm system, the main seating bowl will receive warning signals and announcements from the main fire command center. Tie lines to interface these systems will be the responsibility of this contractor, but the components to implement the connections shall be the obligation of the fire alarm installer. During an emergency with the fire alarm, all systems other than those that cover the main seating bowl shall mute.
- A hearing assistance system will be provided for the seating bowl. System transmitting frequencies to be coordinated and not interfere with clubs, interview rooms, video replay and writing press RF systems.
- Entry gates and queuing areas within concourses will have speakers with programming selected in the audio control system. Pendant mounted speakers in areas where there are no ceilings or high ceilings. Provide recessed speakers in areas with finished ceilings. The network connected amplifiers and processors for these systems are located in TR rooms in each quad on Event, Main and Upper Concourse levels.
- Restrooms on each public level will have speakers with programming selected in the audio control system. Speaker enclosure types are to be coordinated with ceiling conditions. Provide surface or pendant mounted speakers in restrooms with no ceiling and recessed speaker assemblies in areas with a finished ceiling.
- Ticket offices will be equipped with a paging system with exterior speakers over ticket windows and ceiling speakers in the inside lobby. This system will deliver informational announcements and messages to patrons waiting in line from a local CD player. The ticket office will receive a remote feed from the audio control room consisting of preprogrammed announcements or other building wide audio signals.
- The Pedestrian Plaza on the west side of the grounds will be supported with an outdoor rated loudspeaker system to deliver messaging and entertainment to pedestrian patrons.

2. Communications Systems/Information Management

- The MSFA and Team have established a total budget allowance of twenty-eight million dollars (\$28,000,000) for Vendor Contract Technology, including certain Communications Systems and Information Management systems. The SDC Group shall manage the design and

procurement process for these designated systems until a contract is executed to furnish and install the applicable systems in accordance with the SDC Group approved design.

3. Security and Surveillance

- The physical security systems shall consist of the following:
 - Electronic Access Control including Visitor Management and Badging station to include:
 - New and complete enterprise-wide, low-voltage, electronic access control system (EACS).
 - Access control hardware devices, mounting brackets, power supplies, switches, controls, consoles and other components of the system as required.
 - Access control related software to allow this system expansion. Software includes required license addition for access control readers and electrified portals, workstations and Video Management System (VMS) Integration.
 - Intrusion Detection System (IDS) to include:
 - Materials, hardware, software and cabling required to provide a fully functional system.
 - Low voltage signal, control, and power cables to and from power supplies, remote panels, expansion panels, and other devices as required for a complete turnkey system.
 - Video Surveillance System to include:
 - IP cameras and a server based NVR with client stations and storage.
 - Programming and configuration of system components as well as all associated software upgrades and patches.
 - IP Video Management System
 - Command and Control Centers including video walls and security consoles.
 - Uninterruptable Power Supplies (UPS) and in panel battery backup

X. Sponsorship Related Building Systems

The Team will identify during construction certain areas throughout the building in which it intends to create Sponsorship opportunities using branding and theming elements. Any proposed design enhancements and the costs for such design enhancements would be the responsibility of the Team and/or Sponsor. Responsibility for additional operating costs are defined within the Use Agreement.

XI. Design Add Alternates

The items identified below are not currently included within the Minimum Design Standards. Consistent with Section 8.1(e) of the Development Agreement, if either Party elects to add any of the Design Add Alternates set forth on Exhibits I-1 or I-2 to the Project, subject to the requesting Party's obligation to fund the completion of the work, the selected Design Add Alternate shall be included in the Minimum Design Standards.

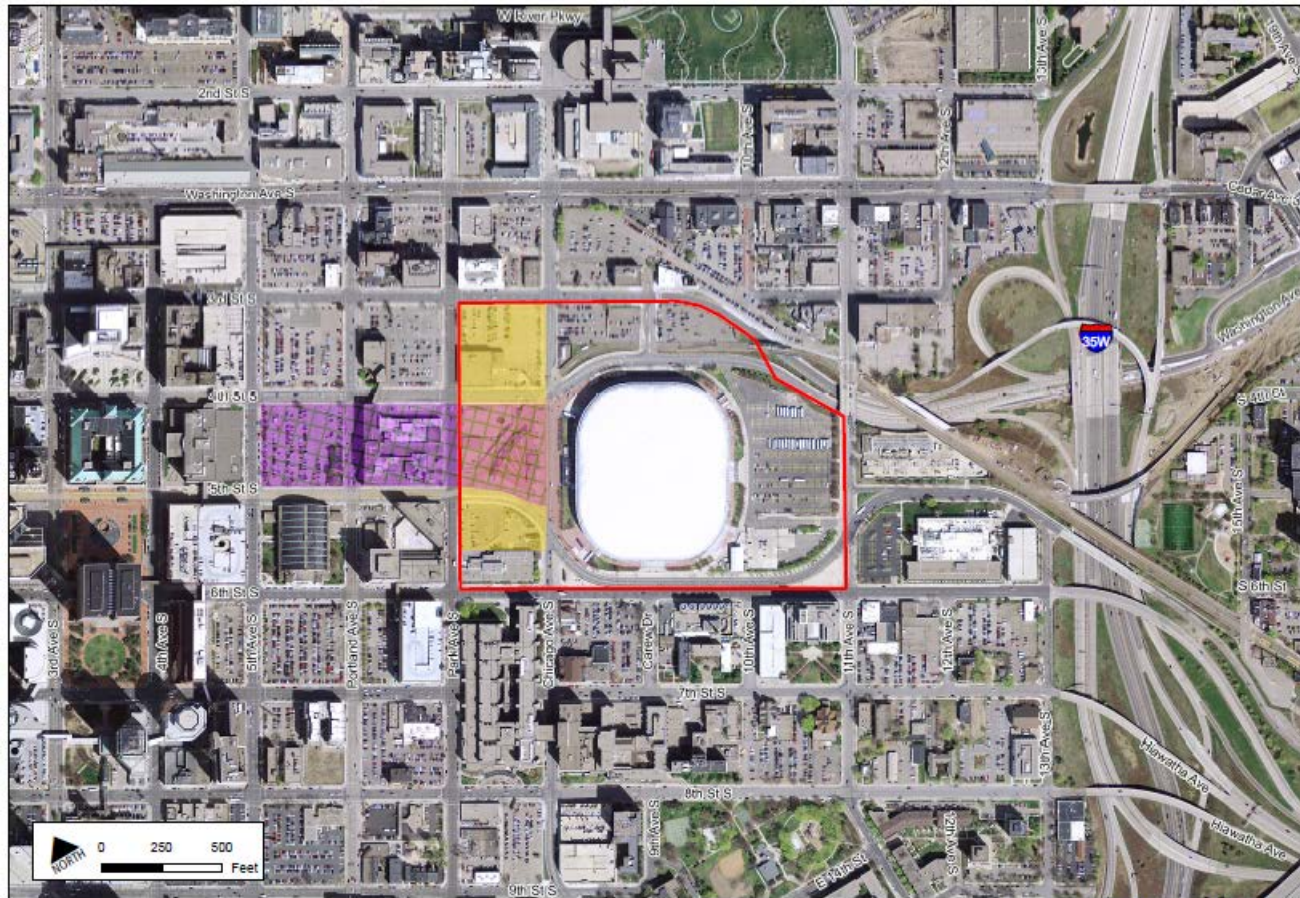
EXHIBIT C-2

Final Minimum Design Standards

[To be affixed by the Parties after the Effective Date.]

EXHIBIT D-1-A

Effective Date Stadium Site (site plan)



- Legend**
- Stadium Site Boundary
 - North/South Alternate Plaza Configuration
 - East/West Alternate Plaza Configuration

Figure 1.1-1. Project Study Area

EXHIBIT D-1-B

Effective Date Stadium Site (legal description)

PARCEL 1:

Tract A:

That part of:

Lots 2 through 5, inclusive, Block 71, Town of Minneapolis;
Lots 1 through 10, inclusive, Block 72, Town of Minneapolis;
Lots 1 through 10, inclusive, Block 95, Town of Minneapolis;
Lots 1 through 5, inclusive, Block 106, Town of Minneapolis;
Lots 1 through 10, inclusive, Block 96, Town of Minneapolis;
Lots 3, 4 and 5, Block 96, Morrison, Smith, and Hancock's Addition to Minneapolis;
Lots 1 through 10, inclusive, Block 103, Town of Minneapolis;
Lots 6 and 7, Block 103, Morrison, Smith, and Hancock's Addition to Minneapolis;
Lot 1 and Lots 6 through 10, inclusive, Block 104, Town of Minneapolis;
Lots 1 through 11, inclusive, Block 104, Morrison, Smith, and Hancock's Addition to Minneapolis;
Lot 1, Block 119, Town of Minneapolis;
Lots 1 through 12, inclusive, Block 119, Morrison, Smith, and Hancock's Addition to Minneapolis;

Together with that part of vacated or to be vacated 4th Street South, as shown in Town of Minneapolis, lying Southeasterly of a line connecting the most Northerly corner of Block 72, Town of Minneapolis with the most Westerly corner of Block 71, Town of Minneapolis and lying Northwesterly of a line connecting the most Northerly corner of Block 104, Town of Minneapolis with the most Westerly corner of Block 105, Town of Minneapolis;

Together with that part of vacated or to be vacated 4th Street South, as shown in Town of Minneapolis, described as follows: Beginning at the most Westerly corner of Block 105, Town of Minneapolis; thence South 59 degrees 54 minutes 07 seconds East on an assumed bearing along the Southwesterly line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point distant 56.00 feet Southeasterly of the most Northerly corner of Lot 8, Block 104, Town of Minneapolis; thence North 59 degrees 54 minutes 07 seconds West along the Northeast line of said Block 104, to the most Northerly corner of said Block 104, thence North 30 degrees 08 minutes 36 seconds East, a distance of 80.00 feet to the point of beginning.

Together with that part of vacated or to be vacated 5th Street South, as shown in Town of Minneapolis and Morrison, Smith and Hancock's Addition to Minneapolis, lying Southeasterly of a line connecting the most Northerly corner of Block 95, Town of Minneapolis, with the most Westerly corner of Block 72, Town of Minneapolis and lying Northwesterly of a line connecting the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis

with the most Southerly corner of Block 104, Morrison, Smith and Hancock's Addition to Minneapolis;

Together with that part of vacated or to be vacated 9th Avenue South, as shown in Town of Minneapolis, lying Northeasterly of a line connecting the most Westerly corner of Block 103, Town of Minneapolis with the most Southerly corner of Block 95, Town of Minneapolis and lying Southwesterly of a line connecting the most Easterly corner of Lot 5, Block 71, Town of Minneapolis with the most Northerly corner of Lot 1, Block 106, Town of Minneapolis;

Together with that part of vacated or to be vacated 10th Avenue South, as shown in Town of Minneapolis and Morrison, Smith and Hancock's Addition to Minneapolis, lying Northeasterly of a line connecting the most Westerly corner of Block 119, Town of Minneapolis, with the most Southerly corner of Block 103, Town of Minneapolis, and lying Southwesterly of a line drawn parallel with and distant 140 feet Northeasterly from, as measured at a right angle to, a line connecting the most Southerly corner of Block 106, Town of Minneapolis with the most Westerly corner of Block 105, Town of Minneapolis;

which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees 43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet of the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119, a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54

minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning.

Tract B:

That part of the following described registered land not included in Tract A:

Parcel 1: The front or Southwesterly 85.7 feet of Lots 1 and 2, Block 95;
Lots 3 and 4, Block 95;
Lots 3 to 9, inclusive, Block 103;
Lot 1, Block 119,
all in Town of Minneapolis.

Parcel 2: Lots 6 and 7, Block 103;
Lots 1, 3, 5, 9 and 12, Block 119;
That part of vacated 5th Street lying Southwesterly of the center line of said street and between the extensions across it of the Northwesterly and Southeasterly lines of Lot 9;
Also that part of 10th Avenue South, vacated, lying between extensions across it of the Northeasterly and Southwesterly lines of said Block 103 and 119,
all in Morrison Smith and Hancock's Addition to Minneapolis;

which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees

43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet of the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119, a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning.

Hennepin County, Minnesota
Abstract and Torrens Property
Torrens Certificate No. 1355300

Tract C:

That part of 4th Street South, to be vacated, described as follows:

That part of Lots 1 and 2, Block 105, Town of Minneapolis; vacated 4th Street; Lots 6, 7, and 8, Block 104, Town of Minneapolis; and Lot 7, Block 104, Morrison Smith & Hancock's Addition to Minneapolis described as follows:

Beginning at the most westerly corner of said Block 105; thence North 30 degrees 51 minutes 13 seconds East, along the Northwest line of said Block 105, a distance of 35.03 feet; thence southeasterly a distance of 112.58 feet along a non-tangential curve concave to the southwest having a radius of 532.96, a central angle of 12 degrees 06 minutes 10 seconds and a chord bearing of South 36 degrees 10 minutes 54 seconds East, thence South 30 degrees 07 minutes 49 seconds East, tangent to the last described course a distance of 260.01 feet to a point on the southeast line of Lot 7, Block 104, said Morrison Smith & Hancock's Addition to Minneapolis distant 110.00 feet northeasterly from the most southerly corner thereof; thence North 38 degrees 01 minutes 05 seconds West a distance of 152.77 feet to a point on the northeast line of Lot 8, Block 104, said Town of Minneapolis distant 56.00 feet southeasterly from the most northerly corner thereof; thence North 20 degrees 56 minutes 35 seconds West a distance of 129.24 feet to a point on the southwest line of said Block 105 distant 86.78 feet southeasterly from the most westerly corner thereof; thence North 59 degrees 11 minutes 17 seconds West along the southwest line of said Block 105 a distance of 86.78 feet to the point of beginning.

Tract D:

That part of 5th Street South, to be vacated, described as follows:

That part of:

Lots 1, 2, 3, 4, 5, 6, and 7, Block 119, Morrison, Smith and Hancock's Addition to Minneapolis.
Lot 1, Block 119, Town of Minneapolis.

Vacated 10th Avenue South lying northeasterly of the southeasterly extension of the southwesterly line of Block 103, Town of Minneapolis.

Lots 1, 2, 3, 4, and 5, Block 103, Town of Minneapolis.

Vacated 9th Avenue South lying northeasterly of the southeasterly extension of the southwesterly line of Block 95, Town of Minneapolis.

Lots 1, 2, 3, 4, 5, and 10, Block 95, Town of Minneapolis.

Which lies southerly, southwesterly, and westerly of the following described line:

Commencing at the most easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the southeast line of said Block 119 a distance of 109.08 to the beginning of the line to be described; thence southwesterly, westerly, and northwesterly a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet, and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West a distance of 637.85 feet; thence northwesterly, northerly, and northeasterly a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence northeasterly a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the northwest line of Block 95, Town of Minneapolis and said line there terminating.

A 45.00 foot wide easement for sanitary sewer purposes over, under and across Lots 1, 2, 3, 4, 5, and 10, Block 95, Town of Minneapolis and vacated 9th Avenue South.

The southeasterly and easterly line of said easement is described as follows:

Commencing at the most northerly corner of Block 72, Town of Minneapolis; thence North 81 degrees 50 minutes 30 seconds West (the northwesterly line of said Block 72 bears North 30 degrees 53 minutes 42 seconds East) a distance of 58.00 feet to the beginning of the line to be described; thence southwesterly to a point in Lot 10 said Block 95 that is distant 20 feet northeasterly of, measured at a right angle to the southwesterly line of said Lot 10 and distant 21 feet northwesterly of, measured at a right angle to the southeasterly line of said Lot 10; thence southeasterly to a point on the southeasterly line of Lot 2 said Block 95 that is distant 65 feet southwesterly of the most easterly corner of said Lot 2; thence southeasterly to a point on the southeasterly line of Lot 5 said Block 95 that is distant 50 feet northeasterly of the most southerly corner of said Lot 5; thence continuing southeasterly along the extension of the last described course to its intersection with a line parallel with and 62.5 feet southeasterly of the southeasterly line of said Lot 5; thence southwesterly along said parallel line to the northeasterly line of 6th Street South and said line there terminating.

PARCEL 2:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 73;

That part of the Southeasterly 6 feet of Seventh Avenue vacated, lying between extensions across said strip of land of the Southwesterly line of said Lot 1 and the Northeasterly line of said Lot 10;

All in Town of Minneapolis.

Hennepin County, Minnesota

Torrens Property

Torrens Certificate No. 1214085.5

PARCEL 3:

Tract 1:

Lots 1, 2 and 3, Block 70, Town of Minneapolis.

Tract 2:

The Southwesterly or rear 20 feet of Lots 6 and 7, Block 70, Town of Minneapolis.

Tract 3:

Those parts of Lots 6 and 7, Block 70, Town of Minneapolis described as follows: Commencing at a point in the Northeasterly line of said Lot 6, which point is 44 feet Northwesterly from the Northeasterly corner of said Lot; thence Northwesterly along the Northeasterly line of Lots 6 and 7 a distance of 38 feet; thence at right angles in a Southwesterly direction a distance of 80 feet; thence at right angles in a Southeasterly direction a distance of 38 feet; thence at right angles in a Northeasterly direction a distance of 80 feet to the point of beginning.

Tract 4:

That part of Lot 8, Block 70, Town of Minneapolis described as follows: Beginning at the most Easterly corner of said Lot 8; thence Southwesterly along the Southeasterly line of said Lot 8 to a point distant 19.95 feet Northeasterly from the most Southerly corner of said Lot 8; thence Northwesterly at right angles a distance .15 of a foot; thence Northeasterly to the point of beginning.

Tract 5:

That part of Lot 10, Block 70, Town of Minneapolis lying Southwesterly of the Northeasterly 123.75 feet thereof.

Tract 6:

The Northeasterly 66 feet of Lots 4 and 5, Block 70, Town of Minneapolis.

Tract 7:

That part of Lots 4 and 5 lying Southwesterly of the Northeasterly 66 feet of said Lots, Block 70, Town of Minneapolis.

Tract 8:

All of Lots 6 and 7, Block 70, Town of Minneapolis, except two parts thereof described as follows:

(1) Commencing at a point in the Northeasterly line of said Lot 6, which point is 44 feet Northwesterly from the Northeasterly corner of said Lot; thence Northwesterly along the Northeasterly line of Lots 6 and 7, said Block, a distance of 38 feet; thence at right angles in a Southwesterly direction a distance of 80 feet; thence at right angles in a Southeasterly direction a distance of 38 feet; thence at right angles in a Northeasterly direction a distance of 80 feet to the point of beginning;

(2) The Southwesterly or rear 20 feet of Lots 6 and 7, said Block.

Tract 9:

Lot 8, except that part thereof described as beginning at the most Easterly corner of said Lot 8; thence Southwesterly along the Southeasterly line of said Lot 8 to a point distant 19.95 feet Northeasterly from the most Southerly corner of said Lot 8; thence Northwesterly at a right angle a distance of .15 of a foot; thence Northeasterly to the point of beginning;

Lot 9;

The Northeasterly 123.75 feet of Lot 10;

All in Block 70, Town of Minneapolis.

Hennepin County, Minnesota

Torrens Property

Torrens Certificate No. 1012600 (Tracts 1, 2, 3, 4 and 5)

Torrens Certificate No. 1012598 (Tract 6)

Torrens Certificate No. 1011406 (Tract 7)

Torrens Certificate No. 1012599 (Tract 8)

Torrens Certificate No. 1012605 (Tract 9)

PARCEL 4:

Parcel 1: The front or Southwesterly 85.7 feet of Lots 1 and 2, Block 95;

Lots 3 and 4, Block 95;

Lots 3 to 9, inclusive, Block 103;

Lot 1, Block 119,

all in Town of Minneapolis.

Parcel 2: Lots 6 and 7, Block 103;

Lots 1, 3, 5, 9 and 12, Block 119;

That part of vacated 5th Street lying Southwesterly of the center line of said street and between the extensions across it of the Northwesterly and Southeasterly lines of Lot 9;

Also that part of 10th Avenue South, vacated, lying between extensions across it of the Northeasterly and Southwesterly lines of said Block 103 and 119, all in Morrison Smith and Hancock's Addition to Minneapolis;

EXCEPT which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees 43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet of the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119, a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning.

Hennepin County, Minnesota
Torrens Property
Torrens Certificate No. 1354946

EXHIBIT D-2

Final Stadium Site

[To be affixed by the Parties after the Effective Date.]

EXHIBIT E

Minneapolis City Council Agenda

See Attached

EXHIBIT F-1

Preliminary Project Budget

See Attached

EXHIBIT F-2

Master Project Budget

[To be affixed by the Parties after the Effective Date.]

EXHIBIT G**Owner's Contingency Release Schedule**

Milestone	Likely Date	Acceptable Minimum Level of Owner's Contingency
GMP Contract Signed	Nov-13	\$30,000,000
Property Acquisition Complete	Feb-14	\$29,000,000
Demolition Complete	Jul-14	\$28,000,000
Construction Documents Incorporated Into Mortenson Contract / Buyout Complete	Jul-14	\$26,000,000
Below Grade Structure Complete	Jan-15	\$23,000,000
Superstructure Complete and Completion of Naming Rights Deal & Design Impacts	Jul-15	\$20,000,000
Roof Erection Complete	Oct-15	\$18,000,000
Roof and Enclosure Complete and Stadium Weather Tight	Dec-15	\$15,000,000
February 1, 2016	Feb-16	\$12,000,000
Closeout 50% Complete	Dec-16	Greater of \$6,000,000 or amount of documented claims.
Outside Release Date - Project Complete	Apr-17	\$0

EXHIBIT H

Amended Allocation of Project Costs

See Attached

EXHIBIT H**AGREED UPON ALLOCATIONS OF PROJECT COSTS**

Basis for agreed upon allocation of Project Costs	All costs, expenses and reimbursements set forth in this <u>Exhibit H</u> shall be paid out of the funds allocated for such purpose as set forth herein and, except as provided herein below, will be authorized for payment by the SDC Group based on the representation and certification of the applicable Party that the substance of the bills is for the purposes designated. Any amounts so allocated to a Party that are not used for the designated purpose shall be available to the Party to cover other Project Costs and will be authorized by the SDC Group in a similar manner. Except as otherwise set forth in the Development Agreement, in the event one Party exceeds the total of its allocated costs, that Party shall be responsible for those additional costs. The covenants set forth herein shall be binding upon the respected parties with regard to the terms and conditions of the applicable allocations.
Project Costs Incurred After July 2016	<ul style="list-style-type: none"> • If there is a delay, such as the occurrence of a force majeure event, in the commencement date of use of the Stadium, the Parties acknowledge that, unless otherwise agreed, Project Costs will continue to be incurred in order to commission the Stadium and Stadium Infrastructure. As a consequence, in order to complete the Project, the Parties will cooperate to facilitate financing for those costs which have been and are anticipated to be "Project Costs," including all costs described in this <u>Exhibit H</u>. The Parties acknowledge that there is no assurance that additional funding will be available in the event of Project delay.
Owner's Representative/Project Manager Costs:	<ul style="list-style-type: none"> • <u>Allocation</u> - The \$7,504,081 in owner's representative/project manager costs included in the Preliminary Project Budget is allocated as follows: <ul style="list-style-type: none"> ○ Pre-Con project Management – Authority: \$2,317,500 ○ Pre-Con project Management –Team: \$1,594,081 ○ Construction Management: \$3,592,500
Project Management Accounting/Reporting Costs:	<ul style="list-style-type: none"> • <u>Costs Included in Project Costs</u> - Project management accounting/reporting software or services cost will be included as Project Costs. • <u>Preliminary Allocation</u> – Two Million Four Hundred Thirty Thousand Dollars (\$2.430 million).
Project Cost Budget Allocation:	<ul style="list-style-type: none"> • <u>Project Consultant Allocation</u> - The Authority and the Team will be allocated the following costs out of the Preliminary Project Budget and the Master Project Budget, as applicable, for their consultants: <ul style="list-style-type: none"> ○ Authority – \$3,465,000 ○ Team – \$1,035,000 • <u>Legal Services Allocation</u> – Nine Hundred Thousand Dollars (\$900,000) each will be allocated in the budget on behalf of the Authority and the Team (One Million Eight Hundred Thousand Dollars (\$1.8 million) in total) for their respective legal services.

<p>Capital Reserves:</p>	<ul style="list-style-type: none"> • <u>Authority Reserve Allocation</u> – Four Million Five Hundred Thousand Dollars (\$4.5 million) will be allocated to the Authority for capital reserves; provided that if the Authority determines, in its sole discretion, that its operating reserves are insufficient to meet the operating needs of the Authority, the Authority may use the amount needed to fund its operations from the initial Four Million Five Hundred Thousand Dollars (\$4.5 million) capital reserve. The Authority agrees to replenish the initial capital reserve amount of – Four Million Five Hundred Thousand Dollars (\$4.5 million) (excluding the City of Minneapolis and Team capital contributions) with excess cash received, if any, from Authority operations; provided, however, that once the Authority has replenished this allocated capital reserve, the Authority may manage its reserve funds with no further application of this provision. The Authority reserve allocation shall not be funded utilizing the team/private contribution described in the Act (473J.15, Subd. 2(a)), including any amount remitted by the Team under this Agreement. • <u>Subject to Reduction</u> – To the extent the Authority’s combined operating and capital reserves exceed Eleven Million Dollars (\$11.0 million) on January 1, 2016, such excess amount (to a maximum of Four Million Five Hundred Thousand Dollars (\$4.5 million)) shall be used for costs of the Project in excess of Nine Hundred Seventy-Five Million Dollars (\$975.0 million) and shall be used for Project Costs, as designated by the SDC Group.
<p>TCF Bank Stadium - Team Project Costs:</p>	<ul style="list-style-type: none"> • <u>Project Cost Maximum for First Two Years at TCF Stadium</u> – The maximum amount allocated to the funds expendable for the first two (2) years at TCF Stadium will not exceed Sixteen Million Two Hundred Thirty Thousand Dollars (\$16.230 million). The expenditures have been designated by category of expenditure for convenience only; amounts may be transferred freely by the Team between the categories for allocation purposes. If the Team has not utilized the full amount of the Sixteen Million Two Hundred Thirty Thousand Dollars (\$16.230 million) allocated funding amount for such two (2) year period, the amount not utilized shall be deemed Cost Savings subject to the apportionment and use requirements set forth in Section 8.1(e) of the Development Agreement. The funding for TCF Stadium Project Costs is anticipated to be composed of the following: <ul style="list-style-type: none"> ○ <u>TCF Stadium Improvement</u> – TCF Stadium improvements, portables and non-capital expenditures (<u>Eight Million Ten Thousand Dollars (\$8.010 million)</u>). The foregoing amounts are estimates. ○ <u>TCF Stadium Rent, Team TCF Incremental Operating Costs, and Team TCF Relocation Expenses</u>. Variable costs in connection with TCF Stadium use, including rent, operating expenses, relocation and associated incurred losses (<u>Eight Million Two Hundred Twenty Thousand Dollars (\$8.220 million)</u>). The foregoing amounts are estimates. • <u>Public Purpose</u> – The Parties have made, and the SDC Group shall make, a specific finding that the Team’s TCF Bank Stadium Project Costs as described herein serve the public purpose intended by the statute. The Team’s TCF Bank Stadium costs would not be incurred

	<p>“but for” the Authority’s need to relocate the Vikings from the Mall of America Field at the Metrodome to another stadium for the purpose of building the Stadium and Stadium Infrastructure. The Parties and the SDC Group actively will support this position with the legislative auditor, in legislative hearings and any court action, and in any other venues.</p> <ul style="list-style-type: none"> • <u>Team Funds</u> – The Parties agree that the funds to pay the Team’s TCF Bank Stadium Project Costs shall be paid from the funding for the Project provided by the Team.
<p>Stadium Pre-Marketing Costs:</p>	<ul style="list-style-type: none"> • <u>Authority Allocation</u> - The Authority will be allocated Two Hundred Twenty-Five Thousand Dollars (\$225,000) out of Project Costs for pre-marketing of the Stadium for non-Team events. • <u>Team Allocation</u> - The Team will be allocated Six-Hundred Seventy-Five Thousand Dollars (\$675,000) for Stadium sales and marketing (including costs incurred by the Team acting as agent for the Authority). The Team will be allocated One Million Four Hundred Eighty-Eight Thousand Four Hundred Nineteen Dollars (\$1,488,419) for Stadium suite prototype mock-up/sales center, which sum is and will continue to be included in the Fixed Construction Budget, as such term is defined in the Construction Services Agreement. The Team shall remain responsible for cost overruns for change orders that cause the construction costs for the Stadium suite prototype mock-up/sales center to exceed the established budget of \$1,488,419.

EXHIBIT I-1**Authority Design Add Alternates**

ITEM	Estimated Cost (millions)
Finish Out Two (2) Auxiliary Locker Rooms	\$0.90
One (1) Freight Elevator	\$0.50
Two (2) Escalators	\$1.10
Laundry and Hydro Equipment	\$0.20
Change Field Slab back to CIP Concrete	\$0.30
Fifty Percent (50%) Event Level Corridor Crash Barrier	\$0.10
19,520 SF Sub-roof	\$0.50
Sub-Roof Drains	\$0.20
Minor Mechanical or Electrical Items	\$0.50
Alternative Retractable Bowl Seating	\$1.30
ESTIMATED TOTAL	\$5.60

EXHIBIT I-2**Team Design Add Alternates**

ITEM	Estimated Cost (millions)
Block 7 Parking Garage	\$12.40
1010 Skyway	\$3.50
Finish Out Two (2) Auxiliary Locker Rooms	\$0.70
WiFi System	\$4.00
Second Turf	\$1.20
Concessionaire Contribution	\$3.50
Second Ribbon Board	\$1.80
Shell Out Sideline Suites	\$0.40
Shell Out Ten (10) Upper Level Suites	\$0.90
Shell Out Cheerleaders Locker Room	\$0.20
Event Level Parking	\$0.10
Two (2) Escalators	\$1.10
Laundry and Hydro Equipment	\$0.20
Two (2) Video Wall Budgets	\$2.00
One (1) Freight Elevator	\$0.50
Alternative Retractable Bowl Seating	\$1.30
Bowl Lounge Seating – Club Purple	\$1.30
Large West Video Board (120x68)	\$3.00
Large Operable Doors (275x95)	\$3.20
Media Mesh – West and East	\$2.00
Chairman’s Lounge	\$1.10
Lower LED Ribbon Board	\$1.80
ESTIMATED TOTAL	\$46.20

EXHIBIT I-3

Authority Project Cost Allocation Reductions

ITEM	Amount
MSFA Project Consultants	\$385,000
Pre-Con Project Management - MSFA	\$257,500
Construction Management	\$399,168
Project Legal Services - MSFA	\$100,000
Capital Reserves - MSFA	\$500,000
TOTAL	\$1,641,668

EXHIBIT I-4**Team Project Cost Allocation Reductions**

ITEM	Amount
TCF – Stadium Improvements, Portables, Non-Capitals and Variable Costs	\$18,470,000
Team Project Consultants	\$115,000
Pre-Con Project Management - Team	\$257,500
Project Legal Services - Team	\$100,000
Sales/Marketing - Team	\$75,000
Market Studies - Team	\$25,000
Sales Office / Suite Mock-up - Team	\$60,000
TOTAL	\$19,102,500

EXHIBIT J

Irrevocable Letter of Credit

See Attached

EXHIBIT K

Form of Bank Loan Commitment Acknowledgement

See Attached

Acknowledgment of the Authority

Reference is made to the Development Agreement, dated as of the date hereof, by and between Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (the “**Authority**”), and Minnesota Vikings Football, LLC, a Delaware limited liability company (the “**Team**”) (the “**Development Agreement**”). Capitalized terms used but not otherwise defined herein are defined in the Development Agreement.

This Acknowledgment (the “**Acknowledgment**”) is executed and delivered in connection with the Development Agreement by the Authority for the benefit of Minnesota Stadium Funding Trust, a bankruptcy remote special purpose Delaware statutory trust (the “**Borrower**”), Minnesota Vikings Football Stadium, LLC, a bankruptcy remote special purpose Delaware limited liability company (“**StadCo**”), the Team, U.S. Bank National Association (“**U.S. Bank**”), Goldman Sachs Bank USA (“**Goldman Sachs**”), Merrill Lynch, Pierce, Fenner & Smith Incorporated (“**MLPFS**”), Bank of America, N.A. (“**BOA**”) and Sumitomo Mitsui Banking Corporation (“**SMBC**” and together with U.S. Bank, Goldman Sachs, MLPFS and BOA, the “**Commitment Parties**”).

By executing and delivering this Acknowledgment, the Authority hereby acknowledges and agrees that (i) the Authority has received and reviewed the terms contained in Annex B and Annex C to the Bank Loan Commitment and advises the Borrower, StadCo, the Team and the Commitment Parties that the terms of the financing to be provided to finance all or a portion of the Team/Private Contribution described in Annex B and Annex C to the Bank Loan Commitment are satisfactory to the Authority, (ii) the Authority shall negotiate in good faith such agreements as are required to evidence its role described in Annex B and Annex C to the Bank Loan Commitment, and (iii) the Authority shall reflect the assignment and sale of the SBL Revenues (as defined in Annex B to the Bank Loan Commitment) on its books and records, including its financial statements, as a true sale.

In addition, by executing and delivering this Acknowledgment, the Authority hereby acknowledges and agrees that (i) in connection with the syndication of the loans contemplated by the Bank Loan Commitment, StadCo and the Borrower may reasonably request the cooperation of the Authority in the preparation of syndication materials and attendance at lender meetings, which cooperation the Authority will provide as contemplated by the Development Agreement, (ii) the Commitment Parties will rely on the accuracy of the information provided by the Authority without independent verification thereof, (iii) none of the Commitment Parties have assumed (A) an advisory responsibility in favor of the Authority or its affiliates with respect to the financing transactions contemplated by the Bank Loan Commitment, (B) a fiduciary responsibility in favor of the Authority or its affiliates with respect to the transactions contemplated thereby, except to the extent of any fiduciary duties arising in connection with U.S. Bank’s service as construction funds trustee in connection with the transactions contemplated thereby, or (C) any other obligation to the Authority in connection with the transactions contemplated thereby.

Each Commitment Party hereby notifies the Authority that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the “Patriot

Act”) such Commitment Party and each lender may be required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow such Commitment Party and each lender to identify the Authority in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Commitment Party and each lender.

ACKNOWLEDGED AND AGREED:

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Name:
Title:

Date: _____

EXHIBIT L-1

Indemnification and Contribution Agreement

See Attached

EXHIBIT L-2

INDEMNIFICATION AND CONTRIBUTION AGREEMENT

See Attached

EXHIBIT M-1

Authority Stadium Builder License Program

The general terms of the Authority Stadium Builder License Program (the “**Program**”) are as follows:

1. Gross Amount of Program – \$125,000,000 (One Hundred Twenty-Five Million Dollars).
2. Estimated Construction Fund Deposit - (Gross Amount of Program less estimated cost of SBL sales and interest costs) - Approximately \$100,000,000 (One Hundred Million Dollars).
2. Non-Stadium Builder License Percentage of Stadium Seating – 25% (Twenty-five Percent).
3. Stadium Builder License (“SBL”) Percentage of Stadium Seating – 75% (Seventy-five Percent).
4. Maximum SBL Price Per Seat – Less than \$10,000.
5. Average SBL will be approximately - \$2,500.
6. Payment Opportunities – At least two (2) forms:
 - (a) On an Interest Free basis with three (3) equal installments beginning in 2014 (if purchased in 2014) with one-third (1/3) of the amount due paid at signing, one-third (1/3) of the amount due paid by July 1, 2015, and one-third (1/3) of the amount due paid by July 1, 2016.
 - (b) Financing options will be available for purchasers. Currently considering offering financing terms as follows:
 - Down payment at purchase
 - Two additional installments prior to stadium opening in 2015 and 2016
 - Financing will initially be interest free prior to stadium opening
 - Upon stadium opening, financing will be provided for remaining balance due at market interest rates, for up to a period of five years.
 - Purchasers can elect to pre-pay anytime
7. Commencement of SBL Program – Upon the Effective Date of the Stadium Development Agreement.
8. Statutory and Contractual SBL Agent for the Authority – Minnesota Vikings Football, LLC (with right to sublicense).

EXHIBIT M-2

SBL Marketing and Sales Agreement

See Attached

EXHIBIT N

SBL Purchase and Sale Agreement

See Attached

EXHIBIT O
[RESERVED]

EXHIBIT P

Final Team's Stadium Property Schedule

[To be affixed by the Parties after the Effective Date.]

EXHIBIT Q

Roster of Potential Neutrals

1. Hon. James M. Rosenbaum (Ret.)
2. John M. Harnes
3. Hon. Robert G. Schiefelbein (Ret.)
4. Mark J. Heley
5. Hon. Gary R. Larson (Ret.)
6. Hon. H. Peter Albrecht (Ret.)
7. Hon. Steven Z. Lange (Ret.)

EXHIBIT R-1

Preliminary Project Schedule

See Attached

EXHIBIT R-2

Master Project Schedule

[To be affixed by the Parties after the Effective Date.]

EXHIBIT S

Form of Construction Monitor Certification

See Attached