

**SECOND AMENDMENT
TO
THIRD AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
MINNESOTA SPORTS FACILITIES AUTHORITY
AND
MINNESOTA VIKINGS FOOTBALL STADIUM, LLC
Dated as of June 30, 2017**

**SECOND AMENDMENT TO
THIRD AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

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**SECOND AMENDMENT TO
THIRD AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into and effective as of June 30, 2017 (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 ("**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 that 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 entered into that certain Amended and Restated Development Agreement dated November 22, 2013, to be effective October 3, 2013 (the "**First Amended and Restated Agreement**") to amend and restate the Original Agreement and, in so doing, the Original Agreement was superseded in its entirety so that all of the terms and conditions contained in the First Amended and Restated Agreement superseded and replaced the terms of the Original Agreement. Upon execution and delivery of the First Amended and Restated Agreement, the Original Agreement had no further force and effect. The First Amended and Restated

Agreement in no way impacted the effectiveness or validity of the Development Agreement Assignment described above.

G. From and after the date of First Amended and Restated Agreement dated November 22, 2013, the Parties executed and delivered two (2) amendments to the First Amended and Restated Agreement, respectively dated February 10, 2014 and August 22, 2014, each of which amendments were effective as of the date thereof. Concurrently with the execution and delivery of the August 22, 2014, amendment, the Parties executed the Second Amended and Restated Development Agreement on August 22, 2014, which incorporated the February 10, 2014, and August 22, 2014, amendments (the “**Second Amended and Restated Agreement**”).

H. From and after the date of the Second Amended and Restated Agreement, the Parties executed and delivered two (2) amendments to the Second Amended and Restated Agreement, respectively dated March 27, 2015, and February 19, 2016 (the “**Second Amended and Restated Agreement Amendments**”), which amendments were effective as of the date thereof.

I. In order to incorporate the Second Amended and Restated Agreement Amendments, the Authority and StadCo on February 19, 2016, entered into a Third Amended and Restated Development Agreement (the “**Third Amended and Restated Agreement**”) and, in so doing, (i) the provisions of the Second Amended and Restated Agreement were fully amended for the Second Amended and Restated Agreement Amendments, (ii) all provisions that were added to the Second Amended and Restated Agreement pursuant to such amendments remained effective as of the date of the respective amendments, and (iii) all provisions of the Second Amended and Restated Agreement were unaffected, except to the extent modified by the Second Amended and Restated Agreement Amendments. The Third Amended and Restated Agreement will be referred to as the “**Development Agreement**” herein.

J. From and after the date of the Third Amended and Restated Agreement, the Parties executed and delivered one (1) amendment to the Third Amended and Restated Agreement dated as of June 10, 2016 (the “**First Amendment to Third Amended and Restated Agreement**”), which amendment was effective as of the date thereof.

K. The Team joined in the execution of the First Amended and Restated Agreement, the Second Amended and Restated Agreement, the Third Amended and Restated Agreement, and the First Amendment to Third Amended and Restated Agreement for the limited purposes of (i) providing its acknowledgment and agreement (A) to the amendments and restatements in each case of the Original Agreement, and (B) that it would be bound to its continuing obligations under the provisions of the Third Amended and Restated Agreement and the First Amendment to Third Amended and Restated Agreement, and (ii) confirming and affirming its retained rights under the Development Agreement Assignment, which assignment was and is not affected or otherwise changed by the terms of the Third Amended and Restated Agreement and the First Amendment to Third Amended and Restated Agreement, or any prior restatements or amendments.

L. The Authority and StadCo desire to amend certain provisions of the Development Agreement as set forth herein. The Team is joining in the execution of this Amendment for the limited purposes of (i) providing its acknowledgment and agreement (A) to the amendment of the

Development Agreement, and (B) that it shall be bound to its continuing obligations under the provisions of the Development Agreement, as applicable, and (ii) confirming and affirming its retained rights under the Development Agreement Assignment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the Authority, StadCo and the Team covenant and agree as follows:

**ARTICLE I.
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1. **Defined Terms.** Capitalized terms that are used, but not defined, in this Amendment have the meanings ascribed thereto in the Development Agreement.

1.2. **Construction of Terms.** In this Amendment, unless the context otherwise requires, the interpretive conventions set forth in **Section 1.2** of the Development Agreement shall apply.

**ARTICLE II.
AMENDMENTS**

2.1. **Section 8.1(e)(iii)(B) of the Development Agreement is amended and restated in its entirety to read as follows:**

“(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**. In addition to those items set forth on Exhibit I-2, the Authority and Team acknowledge and agree that the Team is hereby authorized to designate (for the period specified in Section 5.6(a)(ii) of the Second Amended and Restated Stadium Use Agreement between the Authority and Team, as may be amended from time to time) certain additional capital enhancements to be included in Exhibit I-2 as if such additional capital items were fully set forth on Exhibit I-2 as of the date of its first attachment and incorporation into this Agreement.”

2.2. **Section 15.5 of the Development Agreement is amended and restated in its entirety to read as follows:**

“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)** (Contingency Letter of Credit), **8.1(a)(iv)** (DAS, WiFi and McClellan Block – Special Allocation Provision), **8.1(c)** (Allocation of Project Costs), **8.1(e)(iii)(B)(iii)** (Value Engineering and Budget Reconciliation - (B)Team Design Add Alternates), **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), and Exhibit I-2 (Team Design Add Alternates) 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.”

2.3. **Amendment of Exhibit I-2 (Team Design Add Alternates) to the Development Agreement.** Exhibit I-2 to the Development Agreement is amended and restated in its entirety to read as set forth in **Attachment A** to this Amendment.

ARTICLE III. MISCELLANEOUS

3.1. **No Other Amendments.** Except as expressly amended hereby, the Development Agreement shall remain unmodified and in full force and effect.

3.2. **Entire Agreement.** This Amendment contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any express or implied representation not contained in this Amendment with respect to the subject matter hereof.

3.3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State, notwithstanding its conflicts of law or choice of law provisions.

3.4. **Successors and Assigns.** This Amendment shall be binding upon the Parties and their respective successors and permitted assigns.

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

3.6. **Severability.** If any term or provision of this Amendment 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 Amendment, 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 Amendment shall be valid and enforceable to the fullest extent permitted by the Act, any Applicable Laws or Legal Requirements.

3.7. **Execution in Counterparts and Delivery of Electronic Signatures.** This Amendment 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 Amendment may be delivered by electronic means, such as email or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

3.8. **Conformity with the Act.** The Authority and the Team intend that this Amendment and all provisions in this Amendment conform to the Act and its requirements.

**[SIGNATURE PAGES FOLLOW;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date stated in the first paragraph of this Amendment.

STADCO:

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

By: 

Mark Wilf, Owner/President

**Minnesota Vikings Football, LLC joins in this
Amendment for the limited purposes described
in Recitals K and L of this Amendment:**

MINNESOTA VIKINGS FOOTBALL, LLC

By: 

Mark Wilf, Owner/President

**[SIGNATURE PAGE TO SECOND AMENDMENT TO
THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT]**

AUTHORITY:

**MINNESOTA SPORTS FACILITIES
AUTHORITY,**

a public body and political subdivision of the State
of Minnesota

By: 
Michael Vekich, Chair

By: 
Richard G. Evans, Executive Director

ATTACHMENT A

EXHIBIT I-2

TEAM DESIGN ADD ALTERNATES

Joint Priority Items	Estimated Costs (millions)
Two (2) Sets of Escalators	\$1.1
One (1) Freight Elevator	\$0.6
Laundry and Hydro Equipment	\$0.2
Incremental Allocation to the Retractable Bowl Seating System	\$1.3
Finish Out Two (2) Auxiliary Locker Rooms	\$0.9
East Relief Louvers	\$1.2
Total	\$5.3

Other Items	Estimated Costs (millions)
Bowl Lounge Seating – Club Purple	\$1.0
Add Back Clerestory – South Side	\$0.2
Media Mesh Displays – West and East	\$2.0
Media Mesh Infrastructure	\$0.2
Sound System - Exterior Plaza	\$0.4
Redundant Backbone Segment	\$0.4
Add Video Walls in Fire and Ice Clubs	\$0.6
Add Second Ribbon Board	\$1.8
Second Turf & Storage System	\$1.3
Concessionaire Contribution	\$3.5
Build Out 8 Sideline Mini Suites	\$0.6
Build Out 10 Upper Level Suites	\$1.3
1010 Skyway	\$3.5
Event Level Parking	\$0.1
Sponsor Provide Wifi	\$4.0
Large West Video Board (120x68)	\$0.6
Large Operable Doors (275x95)	\$2.5
Lower Club Lounge Finish Out	\$0.3
Chairman’s Lounge Finish Out	\$0.9
Electrochromic Glass in Interview Room	\$0.1
Build Out Cheerleaders Locker Room	\$0.4
Change to Automatic Faucets in GA Bathrooms	\$0.3
Change Upper Bowl Duct Configuration	\$1.4
Block 7 Parking Garage	\$12.4
Expand North and South Eyebrows in Design	\$0.3
Third Ribbon Board	\$1.8
Total	\$41.90

Cumulative Total From Above	\$47.20
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Other Items (Continued)	
<p>In addition to those items set forth above in this Exhibit I-2, each of the items set forth in (i) the "Should be Removed" column of the Mortenson 100% CD Trend Log dated July 25, 2014, attached as Exhibit B to Contract Revision No. 016 to the Construction Service Agreement dated August 22, 2014, (ii) the "Adjustment to Accepted Values" column of the Mortenson Potential Cost Reductions document dated July 25, 2014, attached as Exhibit C to Contract Revision No. 016 to the Construction Service Agreement dated August 22, 2014, and (iii) Exhibit H to Contract Revision No. 016 to the Construction Service Agreement dated August 22, 2014, each of which is hereby incorporated by reference as if fully set forth herein, are and will be considered Team Design Add Alternates.</p>	
<p><u>In addition to those items set forth above in this Exhibit I-2, the Team is authorized to designate (for the period specified in Section 5.6(a)(ii) of the Second Amended and Restated Stadium Use Agreement between the Authority and Team, as may be amended from time to time) certain additional capital enhancements to be included in this Exhibit I-2 as if such additional capital items were fully set forth in this Exhibit I-2 as of the date of its first attachment and incorporation into this Agreement, and which capital enhancements will be subject to the reasonable review and approval of the Authority's Executive Director and brought before the Authority's board of commissioners annually to be approved for inclusion in the Authority's Capital Funding Plan.</u></p>	