

**FIRST AMENDMENT
TO
SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
MINNESOTA SPORTS FACILITIES AUTHORITY
AND
MINNESOTA VIKINGS FOOTBALL STADIUM, LLC
Dated as of March 27, 2015**

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

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into and effective as of March 27, 2015 (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. On November 22, 2013, 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 (the "**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 Amended and Restated Agreement superseded and replaced the terms of the Original Agreement.

G. The Amended and Restated Development Agreement was amended by First Amendment to Amended and Restated Development Agreement dated February 10, 2014 ("**First Amendment**").

H. On August 22, 2014, the Authority and StadCo entered into that certain Second Amended and Restated Development Agreement (the "**Second Amended and Restated Agreement**") to amend and restate the Original Agreement and First Amended and Restated Agreement; in so doing, the Original Agreement and First Amended and Restated Agreements were superseded in their entirety so that all of the terms and conditions contained in the Second Amended and Restated Agreement superseded and replaced the terms of the Original Agreement and First Amended and Restated Agreement. The Second Amended and Restated Development Agreement will be referred to as the "**Development Agreement**" herein.

I. 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 5.1 of the Development Agreement is amended to include the following Section 5.1(m):

(m) Stadium Scrim Signage Conflicts.

(i) Stadium Scrim Signage Positions. The Authority and Team each acknowledge that the design of the Stadium includes three (3) signage positions at the upper valance scrims near the roof of the Stadium ("**Stadium Scrim Signage Positions**") and as identified in item numbers 20, 30 and 32 of the Sponsorship Manifest as shown on **Exhibit G-1** or **Exhibit G-2** to the Stadium Use Agreement. Each Party further acknowledges that the Stadium design as of February 13, 2015, locates certain ductwork or other mechanical

equipment or fixtures in position to block sightlines and inhibit Stadium visitors from viewing the entire surface of the Stadium Scrim Signage Positions. The Authority and Team therefore mutually desire to relocate the ductwork and/or other mechanical equipment and fixtures or otherwise modify the design to mitigate the impact of the ductwork/mechanicals on the sightlines/view of the Stadium Scrim Signage Positions.

(ii) SDC Group Management of Design Revisions to Mitigate Conflict with Stadium Scrim Signage Positions 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 process and revisions necessary to relocate the ductwork and/or other mechanical equipment and fixtures or otherwise modify the design (including the design and specifications) to mitigate the impact of the ductwork/mechanicals on the sightlines/view of the Stadium Scrim Signage Positions and make recommendations to the Authority and Team for approval or disapproval of such design revisions. The final design recommendations of the SDC Group must be approved in writing by both the Authority and Team. Costs necessary to implement the mutually approved design revisions will be paid as Project Costs up to One Hundred Thousand Dollars (\$100,000). In the event that such costs exceed One Hundred Thousand Dollars (\$100,000), the Authority and Team will work in good faith to agree on an appropriate funding resolution.

2.2. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(n):

(n) East Event Level Locker Rooms.

(i) East Event Level Locker Room Buildout. The Authority and Team mutually desire to buildout and finish approximately 7,500 square feet of locker room area in the east event level of the Stadium in accordance with the concept design set forth in as generally depicted in attached **Exhibit U**, including bathroom and locker facilities to be included in the final design (the "**East Event Level Locker Room Buildout**"), including approximately 2,500 square feet of locker room space that may be used exclusively by the Team pursuant to **Article 14** of the Stadium Use Agreement in the event the Team is awarded an MLS soccer franchise to operate a Team-Owned MLS Franchise (as that term is defined in the Stadium Use Agreement).

(ii) East Event Level Locker Rooms Budget. The Authority and Team acknowledge that the sum of Two Million Dollars (\$2,000,000) is established as the budget for the construction of the East Event Level Locker Room Buildout ("**East Event Level Locker Rooms Budget**"). The Team will fund the approved East Event Level Locker Room Buildout as a Privately Financed Enhancement. The East Event Level Locker Rooms Budget will not be reduced or increased prior to completion of final design and procurement of the East Event Level Locker Room Buildout unless agreed to by the SDC Group. In the event the Team is awarded an MLS soccer franchise to operate a Team-Owned MLS Franchise (as that term is defined in the Stadium Use Agreement), it will be responsible for any additional design and construction costs required to further finish the approximately 2,500 square feet of East Event Level Locker Room Buildout area to be used exclusively by the Team for MLS soccer operations.

(iii) SDC Group Management of East Event Level Locker Room Buildout 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 East Event Level Locker Room Buildout in accordance with the concept design set forth in **Exhibit U** (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 Authority and Team acknowledge and agree that design services for the East Event Level Locker Room Buildout may be provided by a vendor other than the Architect currently under contract in the Design Services Agreement. 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 the East Event Level Locker Room Buildout will be subject to the following requirements:

(A) East Event Level Locker Room Buildout Design Standard. Design and procurement of the East Event Level Locker Room Buildout will be consistent with and comparable to NFL facilities of similar design and age considering the East Event Level Locker Rooms 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 East Event Level Locker Room Buildout design. The SDC Group will endeavor to develop a final design and specifications for the East Event Level Locker Room Buildout within the East Event Level Locker Rooms 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 East Event Level Locker Rooms Budget, provided such equipment and specifications are designated to be priced as alternates.

(B) Procurement of East Event Level Locker Room Buildout. In the event the approved design and specifications for the East Event Level Locker Room Buildout cannot be procured within the East Event Level Locker Rooms Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the East Event Level Locker Rooms 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 the East Event Level Locker Room Buildout. With respect to sponsorship agreements that provide for a trade exchange in connection with the East Event Level Locker Room Buildout, the Team may procure such goods or services and such goods or services shall not be an element of the East Event Level Locker Rooms 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. Any cost overruns incurred during construction of the East Event Level Locker Room Buildout that would cause the East Event Level Locker Rooms Budget to be exceeded will be paid for by the Team except those cost overruns incurred as a direct result of the construction of a Design Add Alternate, in which case such cost overrun will be the responsibility of the Party that elected to fund the Design Add Alternate.

(D) **Cost Underruns**. In the event the total cost to procure the East Event Level Locker Room Buildout (exclusive of any equipment or specifications designated as a Design Add Alternate under **Section 5.1(n)(iii)(C)** above) is less than the East Event Level Locker Rooms Budget, the difference between the contracted amount and the East Event Level Locker Rooms Budget shall be allocated to the Team such that the Team will not be required to fund the amount of cost underrun or, if the Team has already funded such amount, the excess will be refunded to the Team.

(iv) **East Event Level Locker Room Buildout 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 East Event Level Locker Room Buildout 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 the East Event Level Locker Room Buildout to be Included in Final Minimum Design Standards**. The Authority and Team each acknowledge that the design and procurement of the East Event Level Locker Room Buildout will not occur until after Certification of GMP and, therefore, final design and specifications for the East Event Level Locker Room Buildout 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 East Event Level Locker Room Buildout, as approved in writing by each of the Authority and Team, will be included in the Final Minimum Design Standards as if fully set forth on **Exhibit C-2**.

2.3. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(o):

(o) **Concession Equipment**.

(i) **Concession Equipment**. The Authority and Team each acknowledge that the design and procurement of certain food service equipment, fixtures, furnishings,

technology and smallwares within the Project (collectively, the "**Concession Equipment**") will not occur until after Certification of GMP and, further, that the foregoing Concession Equipment 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.

(ii) Concession Equipment Budget. The Authority and Team will establish in the Master Project Budget a line item budget amount of Twenty-Five Million Eight-Hundred Fifty Thousand Dollars (\$25,850,000) for Concession Equipment ("**Concession Equipment Budget**"). The Authority and Team each acknowledge that Two Million Six-Hundred Thousand Dollars (\$2,600,000) of the Concessions Equipment Budget will be funded by the Team as a Privately Financed Enhancement. The Concession Equipment Budget will not be reduced prior to completion of final design and procurement of Concession Equipment unless agreed to by the SDC Group.

(iii) SDC Group Management of Concession Equipment 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 Concession Equipment (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 Concession Equipment will be subject to the following requirements:

(A) Concession Equipment Design Standard. Design and procurement of the Concession Equipment will be consistent with and comparable to NFL facilities of similar design and age considering the Concession Equipment 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 Concession Equipment design. The SDC Group will endeavor to develop a final design and specifications for the Concession Equipment within the Concession Equipment 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 Concession Equipment Budget, provided such equipment and specifications are designated to be priced as alternates.

(B) Procurement of Concession Equipment. In the event the approved design and specifications for the Concession Equipment cannot be procured within the Concession Equipment Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the Concession Equipment 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 Concession Equipment. With respect to sponsorship agreements that provide for a trade exchange of Concession Equipment, the Team may procure

such Concession Equipment and shall not be an element of the Concession Equipment 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. Any cost overruns incurred during construction or installation of the Concession Equipment that would cause the Concession Equipment Budget to be exceeded will be paid for from the Owner's Contingency except those cost overruns incurred as a direct result of the construction or installation of a Design Add Alternate, in which case such cost overrun will be the responsibility of the Party that elected to fund the Design Add Alternate.

(D) Cost Underruns. In the event the total cost to procure the Concession Equipment (exclusive of any equipment or specifications designated as a Design Add Alternate under **Section 5.1(o)(iii)(C)** above) is less than the Concession Equipment Budget, the difference between the contracted amount and the Concessions Equipment Budget will be applied first to cover any cost overruns in connection with the specific items identified in **Exhibit V** and then any excess shall be transferred to the Owner's Contingency pursuant to **Section 8.1(b)(i)(B)**.

(iv) Concession Equipment 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 Concession Equipment 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 Concession Equipment to be Included in Final Minimum Design Standards. The Authority and Team each acknowledge that the design and procurement of Concession Equipment will not occur until after Certification of GMP and, therefore, final design and specifications for Concession Equipment 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 Concession Equipment, as approved in writing by each of the Authority and Team, will be included in the Final Minimum Design Standards as if fully set forth on **Exhibit C-2**.

2.4. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(p):

(p) Stadium Plaza Design.

(i) Stadium Plaza Improvements. The Authority and Team each acknowledge that the complete design and procurement of improvements to the Stadium Plaza, including Stadium Plaza lighting and technology (collectively, the "**Stadium Plaza Improvements**"), will not occur until after Certification of GMP and, further, that the comprehensive scope of improvements to the Stadium Plaza will not be included in the Construction Manager's scope of work at Certification of GMP but, rather, that some portion of such scope of work will be procured from and installed by other contractors or vendors unless later contracted for with the Construction Manager.

(ii) Stadium Plaza Improvements Budget. The Authority and Team acknowledge that the sum of Eight Million Five-Hundred Thousand Dollars (\$8,500,000) is established as the budget for Stadium Plaza Improvements, including Stadium Plaza lighting and technology ("**Stadium Plaza Improvements Budget**"), but excluding specific elements to be agreed to by the Team and the Authority, which elements will include the Vikings ship, sponsorship signage beyond the existing budgeted amount in the Master Project Budget or the Metropolitan Transit pedestrian bridge as exclusions. The Authority and Team each acknowledge that Two Million Dollars (\$2,000,000) of the Stadium Plaza Improvements Budget will be funded by the Team as a Privately Financed Enhancement. The Stadium Plaza Improvements Budget will not be increased or reduced prior to the Commencement Date unless agreed to by the SDC Group; **provided, however**, that if the Authority or Team are unable to secure use rights through a lease to a mutually-approved portion of the real property bordered by South 5th Street, South 6th Street, Chicago Avenue South and Park Avenue South, all in Minneapolis, Minnesota (the "**Hennepin County Medical Examiner Parcel**"), then the Stadium Plaza Improvements Budget will be automatically reduced by Two Million Dollars (\$2,000,000) without further action of either party and the Team shall have no obligation to fund such Two Million Dollars (\$2,000,000) as a Privately Financed Enhancement; and, **provided, further**, that if the Authority and Team agree to acquire fee title or other ownership interest to all or a mutually-approved portion of the Hennepin County Medical Examiner Parcel, the cost of acquisition and improvements to that parcel will be shared equally.

(iii) SDC Group Management of Stadium Plaza Improvements 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 Plaza Improvements (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 Authority and Team acknowledge and agree that design services for the Stadium Plaza Improvements may be provided by a vendor other than the Architect currently under contract in the Design Services Agreement. 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 Plaza Improvements will be subject to the following requirements:

(A) Stadium Plaza Improvements Design Standard. Design and procurement of the Stadium Plaza Improvements will be consistent with and comparable to NFL facilities of similar design and age considering the Stadium Plaza Improvements 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 Plaza Improvements design. The SDC Group will endeavor to develop a final design and specifications for the Stadium Plaza Improvements within the Stadium Plaza Improvements Budget. For purposes of this **Section 5.1(p)**, the design of the Stadium Plaza will encompass, at a minimum, (x) the real property lying to the east of Chicago Avenue and located within the boundaries of the Stadium Site; (y) the real property bordered by South 4th Street, South 5th Street, Chicago Avenue South and Park Avenue South, all in Minneapolis, Minnesota (the "**Downtown East Parcel**"); and (z) that portion of the Hennepin County Medical Examiner Parcel for which the Authority or Team acquired mutually-approved title or use rights (collectively, the "**Stadium Plaza Design Area**") as generally depicted in attached **Exhibit W**. 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 Stadium Plaza Improvement Budget, provided such equipment and specifications are designated to be priced as alternates.

(B) Procurement of Stadium Plaza Improvements. In the event the approved design and specifications for the Stadium Plaza Improvements cannot be procured within the Stadium Plaza Improvements Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the Stadium Plaza Improvements 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 the Stadium Plaza Improvements. With respect to sponsorship agreements that provide for a trade exchange of Stadium Plaza Improvements, the Team may procure such Stadium Plaza Improvements and shall not be an element of the Stadium Plaza Improvements 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. Any cost overruns incurred during construction or installation of the Stadium Plaza Improvements that would cause the Stadium Plaza Improvements Budget to be

exceeded will be paid for from the Owner's Contingency except those cost overruns incurred as a direct result of the construction or installation of a Design Add Alternate, in which case such cost overrun will be the responsibility of the Party that elected to fund the Design Add Alternate.

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

(iv) Stadium Plaza Improvements 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 Plaza Improvements 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 Stadium Plaza Improvements to be Included in Final Minimum Design Standards. The Authority and Team each acknowledge that the design and procurement of Stadium Plaza Improvements will not occur until after Certification of GMP and, therefore, final design and specifications for Stadium Plaza Improvements 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 Stadium Plaza Improvements, as approved in writing by each of the Authority and Team, will be included in the Final Minimum Design Standards as if fully set forth on Exhibit C-2.

2.5. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(q):

(q) Commemorative Bricks.

(i) Commemorative Bricks. The Authority and Team each acknowledge that the Act provides that the Authority shall sell commemorative bricks to be displayed at a prominent location at the Stadium for an amount to be determined by the Authority ("**Commemorative Bricks**").

(ii) Commemorative Bricks Budget and Sale Proceeds. All costs for the design and installation of the Commemorative Bricks and display area will be funded from proceeds of the sale of such Commemorative Bricks. The first One Million Five Hundred Thousand Dollars (\$1,500,000) of net proceeds from the sale of Commemorative Bricks will be

applied to Project Costs for Stadium Plaza Improvements. Any net proceeds from the sale of Commemorative Bricks in excess of One Million Five-Hundred Thousand Dollars (\$1,500,000) will be allocated to the Stadium Plaza Improvements Budget pursuant to **Section 5.1(p)** hereof but in no event shall net proceeds from the sale of Commemorative Bricks be used for anything other than improvements to the Stadium Plaza.

(iii) **SDC Group Management of Commemorative Bricks 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 Commemorative Bricks and display area (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 Authority and Team will work collaboratively to locate the Commemorative Bricks display area near the Viking ship to be located on the Stadium Plaza. The final design and procurement recommendations of the SDC Group must be approved in writing by both the Authority and Team.

2.6. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(r):

(r) **WiFi Communications System.**

(i) **WiFi.** The Authority and Team each acknowledge that the design and procurement of a WiFi Communications System (the "**WiFi Communications System**") within the Project will not occur until after Certification of GMP and, further, that the foregoing WiFi Communications System 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.

(ii) **WiFi Budget.** The Authority and Team acknowledge that the sum of Four Million Seven Hundred Fifty Five Thousand Dollars (\$4,755,000) is established as the budget for the initial installation and activation of the WiFi Communications System ("**WiFi Budget**"). The Team will fund the initial design, installation and activation of the WiFi Communications System as a Privately Financed Enhancement. The WiFi Budget will not be reduced or increased prior to completion of final design and procurement of the WiFi Communications System unless agreed to by the SDC Group.

(iii) **SDC Group Management of WiFi 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 WiFi Communications System (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 the WiFi Communications System will be subject to the following requirements:

(A) WiFi Design Standard. Design and procurement of the WiFi Communications System will be consistent with and comparable to NFL facilities of similar design and age considering the WiFi 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 WiFi design. The SDC Group will endeavor to develop a final design and specifications for the WiFi Communications System within the WiFi 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 WiFi Budget, provided such equipment and specifications are designated to be priced as alternates.

(B) Procurement of WiFi. In the event the approved design and specifications for the WiFi Communications System cannot be procured within the WiFi Budget, the SDC Group will evaluate value engineering options to align the design and specifications with the WiFi 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 contract(s) for the WiFi Communications System. With respect to sponsorship agreements that provide for a trade exchange in connection with the WiFi Communications System, the Team may procure such goods or services and such goods or services shall not be an element of the WiFi 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. Any cost overruns incurred during initial installation and activation of the WiFi Communications System that would cause the WiFi Budget to be exceeded will be paid for by the Team except those cost overruns incurred as a direct result of the construction of a Design Add Alternate, in which case such cost overrun will be the responsibility of the Party that elected to fund the Design Add Alternate.

(D) Cost Underruns. In the event the total cost to procure the WiFi Communications System (exclusive of any equipment or specifications designated as a Design Add Alternate under **Section 5.1(r)(iii)(C)** above) is less than the WiFi Budget, the difference between the contracted amount and the WiFi Budget shall be allocated to the Team such that the Team will not be required to fund the amount of such cost underrun or, if the Team has already funded such amount, the excess will be refunded to the Team.

(iv) WiFi 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 WiFi Communications System 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 WiFi Communications System to be Included in Final Minimum Design Standards. The Authority and Team each acknowledge that the design and procurement of the WiFi Communications System will not occur until after Certification of GMP and, therefore, final design and specifications for the WiFi Communications System 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 WiFi Communications System, as approved in writing by each of the Authority and Team, will be included in the Final Minimum Design Standards as if fully set forth on Exhibit C-2.

2.7. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(s):

(s) Additional Team Allocated Spaces. The Authority and Team mutually desire to relocate certain spaces depicted in the Stadium design as of February 13, 2015. To implement such desired relocations (x) the Team will relocate its designated office space to an off-site location; (y) the Authority will relocate a portion of its designated office space to the location of the Team's previously designated offices; and (z) the Team will be allocated a minimum of 4,000 square feet of additional Team Allocated Spaces (as that term is defined in the Stadium Use Agreement) adjacent to the Team Restaurant as depicted on Exhibit M (Team Allocated Spaces) to the Stadium Use Agreement and as mutually agreed to by the Authority and Team. In consideration for the relocation of Team and Authority office space and the designation of additional Team Allocated Spaces in this **Section 5.1(s)**, and in further consideration of the designation of approximately 2,500 square feet of the East Event Level Locker Room Buildout space for exclusive Team use as set forth in Section 5.1(n) hereof, the Team will fund, as a Privately Financed Enhancement, an additional Three Million Five Hundred Thousand Dollars (\$3,500,000) of mutually-approved Project Costs as set forth on Exhibit V; **provided, however**, that if the Team is not awarded an MLS soccer franchise to operate a Team-Owned MLS Franchise (as that term is defined in the Stadium Use Agreement), or if such award is delayed, the Authority will refund One Million Five Hundred Thousand Dollars (\$1,500,000) to the Team within sixty (60) days of the Team providing written notice to the Authority of its request for such refund but in no case earlier than February 1, 2016; and, **provided, further**, that upon the Team's delivery of such written notice of request for refund to the Authority, the Team will relinquish any and all rights to the exclusive use of approximately 2,500 square feet of the East Event Level Locker Room Buildout space as contemplated in Section 5.1(n) hereof. In the event the Team provides notice and request

for refund under this **Section 5.1(s)** the approximately 2,500 square feet of the East Event Level Locker Room Buildout space will then be built-out consistent with the design recommended by the SDC Group and approved by the Authority and Team under **Section 5.1(n)** of this Agreement; **provided, however**, if the Team subsequently is awarded an MLS Soccer Franchise to operate a Team-Owned MLS Franchise pursuant to **Section 3.8** of the Stadium Use Agreement and the Team provides notice to the Authority of the Team's desire to have exclusive use of approximately 2,500 square feet of the East Event Level Locker Room Buildout space, the Team will reimburse for such refund.

2.8. Section 5.1 of the Development Agreement is amended to include the following Section 5.1(t):

(t) **House Reduction Curtains**. The Authority acknowledges and agrees that the Team may elect to have an optional house reduction system installed in the Stadium, including various curtains and coverings as conceptually depicted in Exhibit G-1 of the Stadium Use Agreement (collectively, the "House Reduction Curtains" as that term is defined in the Stadium Use Agreement) to be paid for by the Team as a Privately Financed Enhancement if the Team elects, in its sole discretion, to proceed with the installation of such optional House Reduction Curtains. The conditions upon which the Team may elect to have the House Reduction Curtains installed in the Stadium are as follows: (i) the SDC Group will continue to review design and specification options for recommendation to the Authority and Team; and (ii) the final design and specifications for the House Reduction Curtains must be approved in writing by both the Authority and Team. 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 House Reduction Curtains 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.

2.9. Section 8.1 of the Development Agreement is amended to include the following Section 8.1(h):

(h) **SDC Group Contingency**. The Authority and Team will establish in the Master Project Budget a line item budget amount of Eight Million Dollars (\$8,000,000) to be used solely for the payment of disputed cost issues under the Construction Services Agreement, if any. For purposes of this **Section 8.1(h)**, such funds will not be deemed part of the Owner's Contingency established under **Section 8.1(b)** hereof and will not otherwise be subject to the terms and conditions applicable to the Owner's Contingency. Notwithstanding anything to the contrary in this Agreement, following Certification of GMP the SDC Group will be solely responsible for designating such disputed cost issues under the Construction Services Agreement to be paid from the funds governed by this **Section 8.1(h)** and managing the resolution of such disputed cost issues to be paid from the funds governed by this **Section 8.1(h)**, if any, and will make recommendations to the

Authority and Team for approval or disapproval of such proposed resolutions based on the recommendations of the Authority's and Team's representatives, legal counsel and consultants. The final recommendations of the SDC Group and any distribution of funds governed by this **Section 8.1(h)** must be approved in writing by both the Authority and Team. Any funds remaining in the Master Project Budget line item established by this **Section 8.1(h)** as of January 1, 2016, will be transferred to the Authority's Capital Reserve Fund as defined in the Stadium Use Agreement.

2.10. Section 11.1(m) of the Development Agreement is amended to include the following text immediately following the last sentence of that section:

"The Authority and Team further acknowledge and agree that any liquidated damages recovered from a Project Consultant under contract with the Stadium Developer shall be treated in the same manner as liquidated damages that may be recovered from the Construction Manager and that, for purposes of applying this **Section 11.1(m)** to liquidated damages recovered from any such Project Consultant, the term "Project Consultant" shall be deemed to be synonymous with the term "Construction Manager" and the agreement by and between the Stadium Developer and Project Consultant shall be deemed to be synonymous with the "Construction Services Agreement" (but without regard to specific dates and article or section number references that are set forth in this **Section 11.1(m)**)."

2.11. Section 16.6 of the Development Agreement is amended to update the contact information for Kevin Warren as follows:

To the Team: Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Kevin Warren
Chief Operating Officer

2.12. The Development Agreement is amended to include a new **Exhibit U** (East Event Level Locker Room Buildout) in the form set forth in **Attachment A** to this Amendment.

2.13. The Development Agreement is amended to include a new **Exhibit V** (Cost List) in the form set forth in **Attachment B** to this Amendment.

2.14. The Development Agreement is amended to include a new **Exhibit W** (Stadium Plaza Design Area) in the form set forth in **Attachment C** to this Amendment.

2.15. Amendment of Exhibit F-2 (Master Project Budget). Exhibit F-2 to the Development Agreement is amended in its entirety to read as set forth in **Attachment D** to this Amendment.

2.16. Amendment of Schedule 1 - Definitions. Schedule 1 - Definition of "Privately Financed Enhancement" is amended and restated in its entirety to read as follows:

"**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 in

~~amounts above the Preliminary Project Budget as set forth in **Exhibit F-1** and which are not included in Project Costs.~~

2.17. Amendment of Schedule 1 - Definitions. Schedule 1 - Definitions of the Development Agreement is amended to include the following definitions:

"**Commemorative Bricks**" shall have the meaning set forth in **Section 5.1(q)(i)**.

"**Concession Equipment**" shall have the meaning set forth in **Section 5.1(o)(i)**.

"**Concession Equipment Budget**" shall have the meaning set forth in **Section 5.1(o)(ii)**.

"**Downtown East Parcel**" shall have the meaning set forth in **Section 5.1(p)(iii)(A)**.

"**East Event Level Locker Room Buildout**" shall have the meaning set forth in **Section 5.1(n)(i)**.

"**East Event Level Locker Rooms Budget**" shall have the meaning set forth in **Section 5.1(n)(ii)**.

"**Hennepin County Medical Examiner Parcel**" shall have the meaning set forth in **Section 5.1(p)(ii)**.

"**Stadium Plaza Design Area**" shall have the meaning set forth in **Section 5.1(p)(iii)(A)**.

"**Stadium Plaza Improvements**" shall have the meaning set forth in **Section 5.1(p)(i)**.

"**Stadium Plaza Improvements Budget**" shall have the meaning set forth in **Section 5.1(p)(ii)**.

"**Stadium Scrim Signage Positions**" shall have the meaning set forth in **Section 5.1(m)(i)**.

"**WiFi Budget**" shall have the meaning set forth in **Section 5.1(r)(ii)**.

"**WiFi Communications System**" shall have the meaning set forth in **Section 5.1(r)(i)**.

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 date stated in the first paragraph of this Amendment.

STADCO:

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

By: Mark Wilf
Mark Wilf, Owner/President

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

MINNESOTA VIKINGS FOOTBALL, LLC

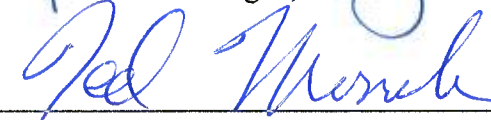
By: Mark Wilf
Mark Wilf, Owner/President

AUTHORITY:

**MINNESOTA SPORTS FACILITIES
AUTHORITY,**

a public body and political subdivision of the State
of Minnesota

By: 
Michele Kelm-Helgen, Chair

By: 
Ted Mondale, CEO/Executive Director

ATTACHMENT A

**EXHIBIT U
EAST EVENT LEVEL LOCKER ROOM BUILDOUT**

ATTACHMENT B

**EXHIBIT V
COST LIST**

EXHIBIT V

COST LIST

<u>Costs</u>	<u>(\$millions)**</u>
Plaza (including Lighting)	8.5
Club Purple Deck	1.0
Food Service	2.6
Water Pumps	0.8
Toilet Partitions	0.3
Sink and Electrical Panel	0.1
Frames/Doors/Hardware/Readers	0.2
Retractable Seating	1.0
Laundry Equipment	0.1
High Roof Wash	0.6
Field Floor Drains	0.4
East Event Buildout (Locker Room)	2.0
Six (6) Foot Metal Panels	0.5
Nanawall	0.4
Seating Option 2/Nanawall Press	0.1
Completion Allowance*	0.2

* Office Relocation Design (\$30,000), Plaza, Club Purple Deck & Retractable Seating.

** Any cost savings realized within the specific line items identified in this **Exhibit V** will be reallocated to Project costs as mutually approved by the Parties.

ATTACHMENT C

**EXHIBIT W
STADIUM PLAZA DESIGN AREA**

OWNER
MINNESOTA SPORTS FACILITIES AUTHORITY
900 SOUTH 5th STREET, MINNEAPOLIS, MN 55415

OWNER
MINNESOTA VIKINGS FOOTBALL, LLC
8500 VIKING DR., EDEN PRAIRIE, MN 55344

ARCHITECT / INTERIORS / BRANDING
HKS, INC.
3801 N. ST. PAUL, SUITE 100, DALLAS, TX 75201

ASSOCIATE ARCHITECT - SKIN
STUDIO FIVE ARCHITECTS
322 FIRST AVE. N. SUITE 400, MINNEAPOLIS, MN 55401

MEP / TECHNOLOGY
M.E. ENGINEERS, INC.
10555 WEST 43rd AVE., WHEAT RIDGE, CO 80033

STRUCTURAL ENGINEER
THORNTON TOMASETTI
12750 MERIT DR., SUITE 750, LB-7, DALLAS, TX 75251

CIVIL ENGINEER
EVS, INC.
10250 VALLEY VIEW, SUITE 123, EDEN PRAIRIE, MN 55424

LANDSCAPE ARCHITECT
OSLUND AND ASSOCIATES
115 WASHINGTON AVE. N., MINNEAPOLIS, MN 55401

AUDIO VISUAL CONSULTANTS
ACOUSTIC DIMENSIONS
15505 WRIGHT BROTHERS DR., ADDISON, TX 75001

MECHANICAL
HUMPHREYS
4801 SPRING VALLEY RD., DALLAS, TX 75244

CODE / FIRE PROTECTION
FBC, INC.
9222 INDIAN CREEK, SUITE 300, OVERLAND PARK, KS 66210

FOOD SERVICE
RICCA NEWMARK
5325 SOUTH VALENTIA, GREENWOOD VLG, CO 80111

LIGHTING CONSULTANT
PH DC
1425 DUTCH VALLEY PL., C & D, ATLANTA, GA 30324

WAYFINDING
SELECT PERSON DESIGN
432 CULVER BLVD., PLAYS DEL REY, CA 90293

VERTICAL TRANSPORTATION
ELEVATOR ADVISORY GROUP
14530 PENNINGTON AVE., SAINT PAUL, MN 55124

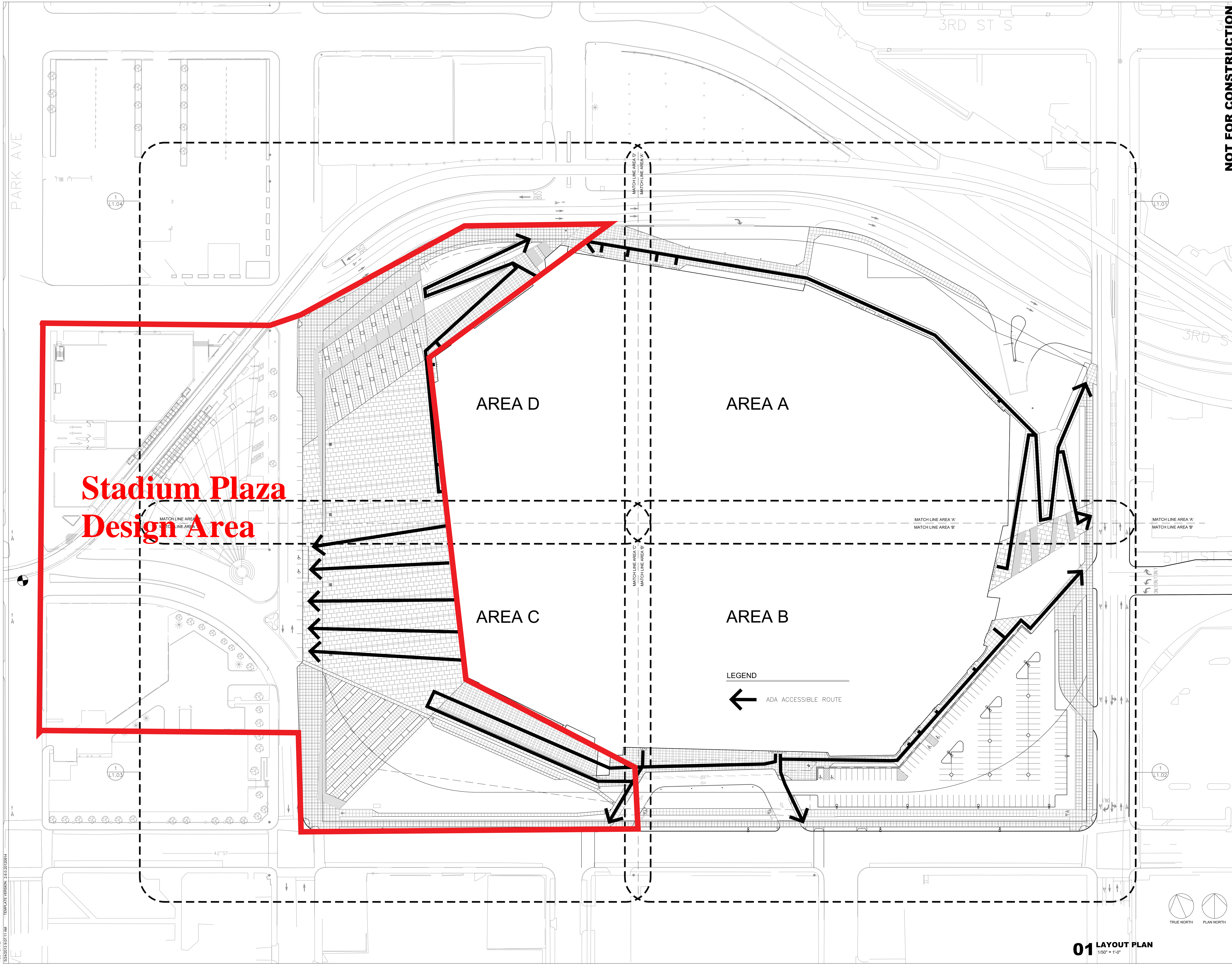
ADA CONSULTANT
ED ROTHER CONSULTING, LLC
2990 MISSION BELLEVUE, LOUISBURG, KS 66665

WIND / SNOW CONSULTANT
ROWAN, WILLIAMS, DAVIES, AND POWELL, INC.
650 WOODLAWN RD. W., QUELPH, ON CANADA N1K 1B8

BUILDING ENVELOPE CONSULTANT
THORNTON TOMASETTI - BUILDING SKIN PRACTICE
300 N. WABASH AVE., SUITE 1500, CHICAGO, IL 60611

FAÇADE ACCESS CONSULTANT
LEIGH BATES, INC.
8089 LINCOLN ST., SUITE 105, LITTLETON, CO 80122

NOT FOR CONSTRUCTION



**Stadium Plaza
Design Area**

AREA D

AREA A

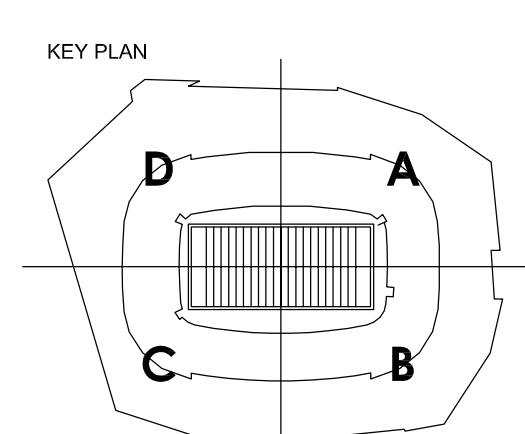
AREA C

AREA B

LEGEND
← ADA ACCESSIBLE ROUTE



INTERIM REVIEW ONLY
These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, bidding, permit, or construction purposes.
Name: Todd Kreun
Reg. No.: 24882
Date: 08/15/2013



REVISION NO.	DESCRIPTION	DATE

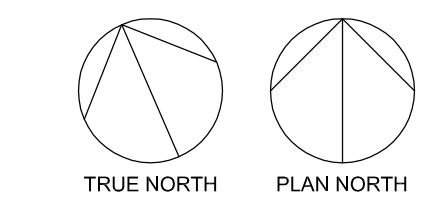
HKS PROJECT NUMBER
16246.000

DATE
AUGUST 15, 2013

ISSUE
DESIGN DEVELOPMENT

SHEET TITLE
SITE LAYOUT PLAN

SHEET NO.



01 LAYOUT PLAN
1/50' = 1'-0"

L1.00

ATTACHMENT D

**AMENDED EXHIBIT F-2
MASTER PROJECT BUDGET**

**NEW MINNESOTA
MULTIPURPOSE STADIUM**

MASTER PROJECT BUDGET #29

March 27, 2015

Division	Description	Final Projected Cost	Overrun Risk	Notes
SITE ACQUISITION & IMPROVEMENTS				
10-05-000	Parking / Skyway / Site Acquisition	\$55,285,578.10	Owner's Contingency	Includes \$7.0 Million for Stadium Plaza Improvements.
10-15-000	Site Utilities & Improvements	\$956,389.00	Owner's Contingency	
	Subtotal	\$56,241,967.10		
CONSTRUCTION COSTS				
20-00-000	Construction Costs	\$828,109,542.93	Owner's Contingency	
	Subtotal	\$828,109,542.93		
FURNISHINGS, FIXTURES & EQUIPMENT				
30-12-000	Audio-Visual	\$16,491.71	Owner's Contingency	
30-28-000	Food Service / Concessions Equipment	\$6,264,717.00	Owner's Contingency	\$19,585,283 previously transferred to 20-00-000.
30-64-000	Vendor Contract Technology	\$28,000,000.00	Owner's Contingency	See Development Agreement for design and procurement guidelines.
30-90-000	Other FF&E	\$13,083,508.29	Owner's Contingency	
	Subtotal	\$47,364,717.00		
DEVELOPMENT COSTS				
40-05-005	Architects & Engineers Fee	\$34,000,000.00	Owner's Contingency	
40-05-010	Additional A/E Services	\$6,393,798.50	Owner's Contingency	
40-10-005	Site Survey	\$444,660.00	Owner's Contingency	
40-15-005	Geotechnical Report & Groundwater Analysis	\$363,421.60	Owner's Contingency	
40-20-010	Commissioning	\$700,000.00	Owner's Contingency	
40-20-015	Construction Testing & Inspection	\$4,951,497.96	Owner's Contingency	
40-25-015	Team Sales & Marketing	\$675,000.00	Team	
40-30-005	Team Project Consultants	\$1,052,808.18	Team	

**NEW MINNESOTA
MULTIPURPOSE STADIUM**

MASTER PROJECT BUDGET #29

March 27, 2015

Division	Description	Final Projected Cost	Overrun Risk	Notes
40-30-010	MSFA Project Consultants	\$3,472,887.89	Authority	
40-30-020	Pre-Con Project Management-MSFA	\$2,317,500.00	Authority	
40-30-025	Pre-Con Project Management-Team	\$1,594,081.00	Team	
40-30-030	Construction Management	\$3,592,500.00	Owner's Contingency	
40-35-005	Project Legal Services - Team	\$900,000.00	Team	
40-35-010	Project Legal Services - MSFA	\$953,259.58	Authority	
40-40-005	Builders Risk Insurance	\$2,687,488.50	Owner's Contingency	
40-40-010	OPPI	\$5,212,767.14	Owner's Contingency	
40-40-011	Railroad Protective Liability	\$346,080.00	Owner's Contingency	
40-40-012	Ryan Project Insurance	\$726,107.05	Owner's Contingency	
40-40-013	Insurance Deductibles	\$21,788.36	Owner's Contingency	
40-40-015	Insurance Consultant	\$673,892.95	Owner's Contingency	
40-40-025	OCIP Program - General	\$3,342,862.00	Owner's Contingency	
40-40-026	OCIP Program - Excess	\$2,200,651.00	Owner's Contingency	
40-40-027	OCIP Program - Environmental	\$362,674.00	Owner's Contingency	
40-45-000	Permits & Regulatory Costs	\$0.00	Owner's Contingency	
40-50-005	Groundbreaking	\$50,000.00	Owner's Contingency	
40-50-020	MSFA Capital Reserve	\$4,500,000.00	Authority	
40-55-005	Environmental Survey	\$942,841.26	Owner's Contingency	
40-55-010	Market Studies-MSFA	\$225,000.00	Authority	
40-55-015	Market Studies-Team	\$0.00	Team	
40-55-020	Project Reporting / Audit	\$2,430,000.00	Owner's Contingency	
40-55-035	Peer Reviews	\$286,620.00	Owner's Contingency	
40-55-040	Traffic & Parking Studies	\$172,800.00	Owner's Contingency	
40-55-045	Cost Consultant	\$0.00	Owner's Contingency	
40-55-050	Workforce Training and Equity Plan	\$1,351,796.88	Owner's Contingency	Up to \$430,932 could be funded from Owners Contingency
40-90-015	MSFA Equipment Storage During Construction	\$216,000.00	Owner's Contingency	

**NEW MINNESOTA
MULTIPURPOSE STADIUM**

MASTER PROJECT BUDGET #29

March 27, 2015

Division	Description	Final Projected Cost	Overrun Risk	Notes
40-90-020	Miscellaneous and Printing	\$270,000.00	Owner's Contingency	
	Subtotal	\$87,430,783.85		
FINANCING COSTS				
50-00-000	Financing Costs	\$0.00		
	Subtotal	\$0.00		
OTHER PROJECT COSTS				
60-00-005	TCF Stadium Improvements & Relocation Expenses	\$8,456,152.07	Team	
60-00-010	SDC Group Contingency	\$8,000,000.00		
60-00-015	East Event Buildout	\$2,000,000.00	Team	
60-00-020	Other Mutually Agreed Cost Issues	\$3,900,000.00	Owner's Contingency	
	Subtotal	\$22,356,152.07		
PROJECT CONTINGENCY				
90-00-000	Owner Contingency	\$19,375,486.55		
	Subtotal	\$19,375,486.55		
	PROJECT TOTAL	\$1,060,878,649.50		

The March 27, 2015 Master Project Budget includes \$7.0 Million for the Site Plaza Enhancement rather than the \$8.5 Million Site Plaza Enhancement budget noted in the 1st Amendment to the 2nd Amended and Restated Development Agreement. The \$1.5 Million difference is the anticipated net proceeds from the sale of the Commemorative Bricks. When actual Commemorative Brick proceeds are known, those funds will be added as a new Source to the Master Project Budget and the Site Acquisition and Improvements Use Budget will increase accordingly.