

SECOND AMENDMENT  
TO  
SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

AMENDED PROVISIONS OF DEVELOPMENT AGREEMENT  
(BASED ON 1/8/16 VIKINGS/AUTHORITY TERM SHEET)

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**DEFINITIONS [BASED ON CONFORMED THIRD AMENDED #6996776V2]**

“**Catwalk Netting Budget**” shall have the meaning set forth in **Section 5.1(x)**.

“**February 19, 2016 SDC Group Action**” shall have the meaning set forth in **Section 2.2(f)**.

“**Field Turf Budget**” shall have the meaning set forth in **Section 5.1(y)**.

“**Magnetometer Acquisition Budget**” shall have the meaning set forth in **Section 5.1(w)**.

“**NFL Broadcast Requirements**” shall have the meaning set forth in **Section 5.1(u)(i)**.

“**NFL Broadcast Requirements Budget**” shall have the meaning set forth in **Section 5.1(u)(ii)**.

“**Radio and Television Cabling Requirements**” shall have the meaning set forth in **Section 5.1(v)(i)**.

“**Radio and Television Cabling Requirements Budget**” shall have the meaning set forth in **Section 5.1(v)(ii)**.

“**Second Amended and Restated Agreement**” shall have the meaning set forth in the Recitals.

“**Second Amended and Restated Agreement Amendments**” shall have the meaning set forth in the Recitals.

“**Settlement Agreement**” means that certain Settlement Agreement and Release by and among the Authority, Construction Manager and certain members of the Design Team dated February 10, 2016.

“**Third Amended Effective Date**” shall have the meaning set forth in the Recitals.

**DEVELOPMENT AGREEMENT PROVISIONS [BASED ON CONFORMED THIRD AMENDED #6996776V2]**

1. **Recitals – Revise Recitals for First and Second Amendments to the Second Amended and Restated Development Agreement**

**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. 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.

E. 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.

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

G. In connection with certain financing arrangements 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).

H. 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 Amendment and Restated Agreement in no way impacted the effectiveness or validity of the Development Agreement Assignment described above. The Team joined in the execution of the First Amended and Restated 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 would be bound to its continuing obligations under the provisions of the First 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 First Amended and Restated Agreement.

I. 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, and pursuant to the last of these amendments the Parties executed the Second Amended and Restated Development Agreement on August 22, 2014 (the “**Second Amended and Restated Agreement**”).

J. From and after the date of the Second Amended and Restated Agreement dated August 22, 2014, the Parties executed and delivered one (1) amendment to the Second Amended and Restated Agreement dated March 27, 2015. This Agreement incorporates the March 27, 2015 amendment and contains further amendments to the Second Amended and Restated Agreement, each of which have been approved by the Parties for incorporation to this Agreement. The amendments to the Second Amended and Restated Agreement described in this Recital are collectively referred to herein as the “**Second Amended and Restated Agreement Amendments**.”

K. 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) was 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 use of the Stadium and Stadium Infrastructure. The Stadium Use Agreement has been further amended by the Authority and StadCo and any reference used herein to the Stadium Use Agreement shall be as amended and restated.

L. In order to incorporate certain understandings regarding, among other things, financing sources and covenants of the Parties, the Authority and StadCo enter into this Agreement to amend and restate the Second Amended and Restated Agreement and, in so doing, (i) the provisions of the Second Amended and Restated Agreement Amendments as described in

Recital J above will be fully incorporated to this Agreement to be effective from and after August 22, 2014, (ii) all other provisions that are added to this Agreement other than the Amendment provisions shall be effective from and after the Effective Date (sometimes referred to herein as the “**Third Amended Effective Date**”), and (iii) all provisions of the Second Amended and Restated Agreement shall be and remain unaffected, except to the extent modified by the Second Amended and Restated Agreement Amendments and the other amended provisions of this Agreement that were not set forth in the Second Amended and Restated Agreement, which provisions shall remain effective as set forth in the terms of each such amendments.

2. **Responsibilities of SDC Group Following Certification of GMP – Revise Section 2.2(f) to Expand SDC Jurisdiction for Matters in the 1/8/16 Term Sheet.**

(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), but only as specified in the Sections of this Agreement referenced in (1) through (27) of this paragraph, 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 set forth in **Section 5.1(b)**, (4) the Operable Feature as set forth in **Section 5.1(d)**, (5) Stadium Lighting set forth on **Section 5.1(i)**, (6) Stadium Sponsored Signage design and procurement matters set forth in **Sections 5.1(j)**, (7) Stadium bowl seating as set forth in **Section 5.1(k)**, (8) Stadium Mechanized Pivoting Doors as set forth in **Section 5.1(l)**, (9) Stadium Scrim Signage Positions

as set forth in **Section 5.1(m)**, (10) East Event Level Locker Room Buildout as set forth in **Section 5.1(n)**, (11) Concession Equipment, including point of sale systems, as set forth in **Section 5.1(o)**, (12) Stadium Plaza design and improvements as set forth in **Section 5.1(p)**, (13) Commemorative Bricks design and procurement as set forth in **Section 5.1(q)**, and (14) WiFi design and procurement as set forth in **Section 5.1(r)**, (15) East Event Level Locker Room Buildout as set forth in **Section 5.1(s)**, (16) house reduction curtains as set forth in **Section 5.1(t)**, (17) NFL/broadcast requirements as set forth in **Section 5.1(u)**, (18) television, radio, and cabling costs as set forth in **Section 5.1(v)**, (19) design and procurement of magnetometers as set forth in **Section 5.1(w)**, (20) catwalk netting as set forth in **Section 5.1(x)**, (21) field turf selection as set forth in **Section 5.1(y)**, (22) review of and recommendation with respect to execution of contract(s) regarding development matters, including parking, with respect to the Ryan Construction development proposal, (23) 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)**, (24) additional coverage of spray fireproofing in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action, (25) additional signage and removable turf rails in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action, (26) miscellaneous contract claims for data room delivery in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action, and (27) matters related to the February 2016 Sources and Uses Statement attached to the SDC Group approval action dated February 19, 2016 (the “**February 19, 2016 SDC Group Action**”), as set forth in the February 19, 2016 SDC Group Action.

3. **Technology Design and Procurement – Vendor Contract Technology Budget –  
Revise Section 5.1(b)(ii) for VCT Budget Revision for Equipment and Consulting and VCT  
Application Hardware.**

(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 One Hundred Thirty One Thousand One Hundred Five Dollars (\$28,131,105) for vendor contract technology (“**Vendor Contract Technology Budget**”) inclusive of the amounts specified in the February 19, 2016 SDC Group Action. The Parties have agreed that a new Seven Hundred Thirty-Five Thousand Dollars (\$735,000) line item within the Vendor Contract Technology Budget will be allocated to Project management and consulting fees, with Two Hundred Thirty-Five Thousand Dollars (\$235,000) allocated for Project management and Five Hundred Thousand Dollars (\$500,000) allocated for consulting fees (which will be equally allocated to each of the Team and the Authority (Two Hundred Fifty Thousand Dollars (\$250,000) each)). This line item will be comprised of the transfer of Six Hundred Eight Thousand Dollars (\$608,000) reallocated from within the fiber network termination equipment line item in the Vendor Contract Technology Budget and an increase to the Vendor Contract Technology Budget in the amount of One Hundred Twenty Seven Thousand Dollars (\$127,000) in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action. 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.

**Term Sheet #10 and Exhibit 1 – Under Uses – Increase of VCT Budget and Allocation of Project Management and Consulting Fees.**

**4. Stadium Mechanized Pivoting Doors Design and Procurement - Stadium Mechanized Pivoting Doors Budget – Revise Section 5.1(I)(ii) Operable Door Budget.**

(ii) Stadium Mechanized Pivoting Doors Budget. Consistent with the allowance established at Certification of GMP, the Authority and Team acknowledge that the value of the Stadium Mechanized Pivoting Doors Budget, as of the date of this Agreement, is Twelve Million Eight Hundred Thousand Nine Hundred Eighty Five Dollars (\$12,800,985), which is the value established in the Settlement Agreement (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. In connection with the Settlement Agreement, the Authority and the Team have agreed to close out the allowance for the Stadium Mechanized Pivoting Doors Budget in the Construction Services Agreement (*i.e.*, Mortenson SC3.11 Operable Wall Mechanization (including frames & glazing) (as defined in the Settlement Agreement)) at the amount of Twelve Million Eight Hundred Thousand Nine Hundred Eighty Five Dollars (\$12,800,985) and, further, the Team has agreed that it will fund an additional Four Hundred Fifty-Three Thousand Dollars (\$453,000) of an anticipated Seven Hundred Twenty-Five Thousand Dollars (\$725,000) future risk associated with closeout of the Stadium Mechanized Pivoting Doors Budget with the Construction Manager. The Authority and the Team acknowledge the Nine Hundred Sixteen Thousand Dollars (\$916,000) disputed pipeline column cost (Construction Manager issue 1163) will be excluded from the Stadium Mechanized Pivoting Door allowance. If either the Construction Manager or the Authority rejects the settlement of claims pursuant to the terms of the Settlement Agreement, the Parties will be returned to the *status quo* set forth in the August 22, 2014, SDC Group action and (A) the Team’s additional funding of Four Hundred Fifty-Three Thousand Dollars (\$453,000) will be returned to the Team; (B) the Team will be responsible for cost overruns in connection with the Stadium Mechanized Pivoting Doors Budget; and (C) the Team will be entitled to dispute claims by the Construction Manager or the Authority for additional costs alleged to be associated with the Stadium Mechanized Pivoting Doors, including the Nine Hundred Sixteen Thousand Dollars (\$916,000) disputed pipeline column cost (Construction Manager issue 1163).

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.

**Term Sheet #19 - Operable Doors Allowance Close-Out - MSFA/Team will close the allowance and forego recovery of current \$470K savings. Team will fund \$453,000 of \$725K “future risk”. \$916K disputed pipe column cost (Mort. Issue 1163) will be excluded from Operable Door allowance and will be an Existing Claim on Exhibit**

A of Settlement Agreement. If Mort rejects settlement fund per terms of Settlement Agreement, parties returned to status quo. Team funding of \$453,000 returned to Team and Team responsible for Operable Door cost overruns.

5. **Concession Equipment - Concession Equipment Budget – Revise Section 5.1(o)(ii) to (i) Increase the Concession Equipment Budget, (ii) Address the Food Service Budget Cost Overrun and Identify Source of Funding, and (iii) Identify Application of Savings Realized from Portable Cart and Smallwares Procurements.**

(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 Authority and Team each acknowledge that this Concession Equipment Budget has been modified and allocated in separate line items consistent with the Master Project Budget as set forth in Schedule 1, including the transfer of \$175,000 from the point of sale system savings in the Food Service Equipment line item of the Master Project Budget to be applied to other costs as set forth in the February 19, 2016 SDC Group Action. In addition, the Authority and Team agree to allocate Two Hundred Thousand Dollars (\$200,000) from the point of sale system savings in the Food Service Equipment line item of the Master Project Budget to fund potential additional costs for the procurement of portable carts and smallwares in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action. Any savings in this \$200,000 allocation realized from procurement of portable carts and smallwares will be first applied to cost overruns for the procurement of portable carts or smallwares and, if not covered by such savings or from excess sources or savings realized from other line items in the February 2016 Sources and Uses Statement attached to the February 19, 2016 SDC Group Action, then the overruns will be paid from the Owner's Contingency or from reductions to the Food Service Budget, as determined by the SDC Group. 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.

**Term Sheet #7** – Savings realized from the Portable Carts or Smallwares procurements will be first applied to cost overruns for the procurement of Portable Carts or Smallwares. If not covered by such savings or by savings realized from other items on Exhibit 1, then the overruns will be paid from Owner's Contingency or cuts to the Food Service Budget as determined by the SDC Group.

6. **Stadium Plaza Design - Stadium Plaza Improvements Budget – Revise (i) Section 5.1(p)(ii) Stadium Plaza Improvements Budget to Increase by \$1.675M, Establish Funding Sources and Allocations of Cost Savings, and Add Exhibits X (Plaza Area Depiction of Areas and Priorities) and Y (Tenting Plans Submitted to Hennepin County) (ii) Section 5.1(q)(ii).**

(ii) **Stadium Plaza Improvements Budget.** The Authority and Team acknowledge that the sum of Nine Million Nine Hundred Seventy Five Thousand Dollars (\$9,975,000) 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 Council 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 5<sup>th</sup> Street, South 6<sup>th</sup> 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.

One Million Six Hundred Seventy Five Thousand Dollars (\$1,675,000) of the Stadium Plaza Improvements Budget shall be prioritized to fund improvements to the area described as "ADD ALT. C" as set forth on **Exhibit X** (Plaza Area Depiction of Areas and Priorities) and reasonable distributed power (A) on the Plaza west of Chicago Avenue (excluding any power related to the Vikings ship, the Plaza east of Chicago Avenue and the Metropolitan Council pedestrian bridge) for providing power to the temporary tents related to event-day needs for Team games and Authority events consistent with that certain Ground Lease, dated as of November 20, 2015, by and between Hennepin County and the Authority, a memorandum of which is recorded with the Hennepin County Office of the Registrar of Titles, as document number T05321892. and (B) future reasonable distributed power requirements on the Plaza west of Chicago Avenue as depicted on **Exhibit X**. To the extent that the power requirements referenced in (A) and (B) immediately preceding have a cost exceeding Three Hundred Thousand Dollars (\$300,000), the Team will be responsible for all costs related to item (B) in excess of Three Hundred Thousand Dollars (\$300,000) if item (B) is the cause of the costs exceeding Three Hundred Thousand Dollars (\$300,000), or the Team may elect not to go forward with construction. The second priority within the \$1,675,000 of the Stadium Plaza Improvements Budget will be the areas described as "ADD ALT. D" and

“ADD ALT. E” (as set forth on **Exhibit X**), the concessions stand, and Chicago Avenue street improvement area described as “ADD ALT. B” (as depicted on **Exhibit X** hereto). Any Cost Savings within the Stadium Plaza Improvements Budget will be used for other Plaza improvements as determined by the SDC Group.

**Term Sheet #8** – Plaza Budget to prioritize area A (as depicted on Exhibit 3 hereto) and reasonable distributed power (i) on the Plaza west of Chicago (excluding any power related to the Legacy Ship, the Plaza east of Chicago and the pedestrian bridge) for providing power to the temporary tents related to event day needs for Team Games and Authority Events consistent with the tenting plans submitted to Hennepin County (attached as Exhibit 4) and (ii) future reasonable distributed power requirements on the Plaza west of Chicago. To the extent that (i) and (ii) cost more than \$300,000, the Team will be responsible for all costs related to (ii) in excess of \$300,000 that is the cause of the costs exceeding \$300,000, or the Team may elect not to build. The second priority will be areas B, C, Concessions Stand, and Chicago Avenue Street Improvements (as depicted on Exhibit 3 hereto). Any savings within Plaza budget will be used for other Plaza improvements as determined by the SDC Group.

(q) 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 Three-Hundred Thousand Dollars (\$1,300,000) 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 Three-Hundred Thousand Dollars (\$1,300,000) 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.

**7. Additional Team Allocated Spaces – Revise Section 5.1(s) to (i) Modify the February 1, 2016 Notice Date for Refund (to February 1, 2018) of the \$1.5M to the Team if the MLS Soccer Franchise has not been Obtained by the Team, and (ii) Modify the Cost Overrun Schedules set forth in Exhibit V.**

(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 (designated as “Multipurpose” space on **Exhibit U**) 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, 2018; 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 (designated as “Multipurpose” space on **Exhibit U**) 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 (designated as “Multipurpose” space on **Exhibit U**) will then be built-out as shared space 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 (designated as “Multipurpose” space on **Exhibit U**), the Team will reimburse for such refund.

**Term Sheet Exhibit 1 – Under Sources – MLS Payment Deferral**

**8. NFL Broadcast Requirements - Add Section 5.1(u) to Establish the Scope of NFL Cabling and Other Requirements for NFL Broadcasting and SDC Group Determinations.**

(u) NFL Broadcast Requirements.

(i) NFL Broadcast Requirements. The Authority and the Team each acknowledge that the Stadium will conform to certain NFL broadcast requirements as such requirements exist as of the date of this Agreement as specifically set forth in a request for proposals for Broadcast Infrastructure, dated December 1, 2015 and shall be determined pursuant to that request for proposals, including all addenda thereto, HKS Architect ASR 124 for associated work and CCD 340 (the “**NFL Broadcast Requirements**”). If the proposals received in response to the request for proposals do not exceed the NFL Broadcast Requirements Budget, the scope of work for the NFL Broadcast Requirements will be completed as designed. If the proposals received for the NFL Broadcast Requirements work exceed the NFL Broadcast Requirements Budget, then the scope of work for the NFL Broadcast Requirements will be determined by the SDC Group. The NFL Broadcast Requirements within the Project will not occur until after Certification of GMP, but will be funded as part of the Project and may be included in the Construction Manager’s scope of work subsequent to such certification. Construction work for the NFL Broadcast Requirements shall be completed either by the Construction Manager or by other contractors or vendors mutually agreed-upon by the Authority and the Team.

(ii) NFL Broadcast Requirements Budget. The Authority and the Team acknowledge that the sum of One Million One Hundred Thousand Dollars (\$1,100,000) is established as the budget for the initial installation and activation of the NFL Broadcast Requirements (the “**NFL Broadcast Requirements Budget**”). The Authority and the Team acknowledge and agree that the NFL Broadcast Requirements Budget and Radio and Television Cabling Requirements Budget will be combined for purposes of procuring the scopes of work for the NFL Broadcast Requirements and Radio and Television Cabling Requirements. The net savings realized within the combined NFL Broadcast Requirements Budget and Radio and Television Cabling Requirements Budget will be dedicated solely to fund costs, if any, to (A) de-watering/flooding issues, (B) ETFE roof snow shedding/ice damming, and (C) the Stadium exterior/gutter issues, with priority of the use of such funds determined by the SDC Group. If remaining savings realized within the combined NFL Broadcast Requirements Budget and Radio and Television Cabling Requirements Budget exist after funding costs related to (A), (B), and (C) above, the remaining funds will be split equally (50/50) between the Authority and the Team to be used for (x) Authority-selected Project costs or to fund Owner’s Contingency (but not to be used for Authority reserves), and (y) Team-selected Project costs, respectively. The NFL Broadcast Requirements Budget will not be reduced or increased at any time unless agreed to by the SDC Group.

(iii) SDC Group Management of the NFL Broadcast Requirements Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, the following Certification of the GMP, the SDC Group will manage the design and procurement of the NFL Broadcast Requirements (including the design and specifications, selection of contractors/vendors and approval of contract terms) but only to the extent that the NFL Broadcast Requirements Budget is not exceeded, unless agreed to by the SDC Group and done so in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action and make recommendations to the Authority and the 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 the Team.

**Term Sheet #22 - NFL/Broadcast requirements to be funded as shown on Exhibit 1. Work to be completed by Mortenson or by other contractor(s) mutually selected by MSFA and Team.**

**Scope of NFL and cabling will be the scope in the RFP and scope contemplated in the HKS ASR for associated work and future CCD 340, as long as proposals are received within budgeted amounts or, if not, then the scope will be determined by the SDC Group.**

**9. Radio and Television Cabling Requirements – Add Section 5.1(v) to Establish the Scope of Radio and Television Cabling Requirements and SDC Group Determinations.**

(v) Radio and Television Cabling Requirements.

(i) Radio and Television Cabling Requirements. The Authority and the Team each acknowledge that the Stadium will conform to certain radio and television cabling

requirements as such requirements exist as of the date of this Agreement as specifically set forth in a request for proposals for Broadcast Infrastructure, dated December 1, 2015, and shall be determined pursuant to that request for proposals, including all addenda thereto, and CCD 329 (the “**Radio and Television Cabling Requirements**”). If the proposals received in response to the request for proposals do not exceed the Radio and Television Cabling Requirements Budget, then the scope of work for the Radio and Television Cabling Requirements will be completed as designed. If the proposals for the Radio and Television Cabling Requirements work exceed the Radio and Television Cabling Requirements Budget, then the scope of work for the Radio and Television Cabling Requirements will be determined by the SDC Group. The Radio and Television Cabling Requirements within the Project will not occur until after Certification of GMP, but will be funded as part of the Project and may be included in the Construction Manager’s scope of work subsequent to such certification. Construction work for the Radio and Television Cabling Requirements shall be completed either by the Construction Manager or by other contractors or vendors mutually agreed-upon by the Authority and the Team.

(ii) Radio and Television Cabling Requirements Budget. The Authority and the Team acknowledge that the sum of One Million One Hundred Thousand Dollars (\$1,100,000) is established as the budget for the initial installation and activation of the Radio and Television Cabling Requirements (the “**Radio and Television Cabling Requirements Budget**”). The Authority and the Team acknowledge and agree that the NFL Broadcast Requirements Budget and Radio and Television Cabling Requirements Budget will be combined for purposes of procuring the scopes of work for the NFL Broadcast Requirements and Radio and Television Cabling Requirements. The net savings realized within the combined NFL Broadcast Requirements Budget and Radio and Television Cabling Requirements Budget will be dedicated solely to fund costs, if any, to (A) de-watering/flooding issues, (B) ETFE roof snow shedding/ice damming, and (C) the Stadium exterior/gutter issues, with priority of the use of such funds determined by the SDC Group. If remaining savings realized within the combined NFL Broadcast Requirements Budget and Radio and Television Cabling Requirements Budget exist after funding costs related to (A), (B), and (C) above, the remaining funds will be split equally (50/50) between the Authority and the Team to be used for (x) Authority-selected Project costs or to fund Owner’s Contingency (but not to be used for Authority reserves), and (y) Team-selected Project costs, respectively. The Radio and Television Cabling Requirements Budget will not be reduced or increased at any time unless agreed to by the SDC Group.

(iii) SDC Group Management of the Radio and Television Cabling Requirements Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of the GMP, the SDC Group will manage the design and procurement of the Radio and Television Cabling Requirements (including the design and specifications, selection of contractors/vendors and approval of contract terms) but only to the extent that the Radio and Television Cabling Requirements Budget is not exceeded, unless agreed to by the SDC Group and done so in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action and make recommendations to the Authority and the 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 the Team.

**Term Sheet #21** - Radio and TV cabling to be funded as shown on Exhibit 1. Work to be completed by Mortenson or by other contractor(s) mutually selected by MSFA and Team.

Scope of NFL and cabling will be the scope in the RFP and scope contemplated in the HKS ASR for associated work and future CCD 340, as long as proposals are received within budgeted amounts or, if not, then the scope will be determined by the SDC Group.

10. **Magnetometer FF&E Acquisition – Add Section 5.1(w) for RFP and Purchase of Magnetometers.**

(w) Magnetometer (FF&E) Acquisition.

(i) Magnetometer Acquisition Requirements. The Authority and the Team each acknowledge that the Authority has issued a request for proposals, dated February 8, 2016 (the “**Magnetometer RFP**”) for the acquisition of magnetometers for the Stadium. The magnetometers and associated equipment will conform to the standards established in the Magnetometer RFP. The magnetometer acquisition within the Project will not occur until after Certification of GMP, but will be funded as part of the Project.

(ii) Magnetometer Budget. The Authority and the Team acknowledge that the sum of Six Hundred and Fifty Thousand Dollars (\$650,000) is established as the budget for the acquisition of the magnetometers (the “**Magnetometer Acquisition Budget**”). The Magnetometer Acquisition Budget will not be reduced or increased prior to final design (i.e., establishment of specifications) and procurement of the magnetometers unless agreed to by the SDC Group. With respect to the Magnetometer Acquisition Budget (e.g., fixtures, products, equipment and labor), the Team may procure such components directly, and such components shall not be an element of the Magnetometer Acquisition Budget. Any such acquisition shall be subject to approval by the Stadium Developer, including cancellation by the Stadium Developer of any corresponding RFPs or rejection of any proposals and funding by the Team of the amounts in the Magnetometer Acquisition Budget as a Privately Financed Enhancement.

(iii) SDC Group Management of the Magnetometer Acquisition Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of the GMP, the SDC Group will manage the design and procurement of the magnetometer acquisition (including the design and specifications, selection of contractors/vendors and approval of contract terms) but only to the extent that the Magnetometer Acquisition Budget is not exceeded, unless agreed to by the SDC Group and done so in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action and make recommendations to the Authority and the 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 the Team.

**See Exhibit 1 of the Term Sheet – Funding at \$650K and establish covenants consistent with other areas.**

**11. Catwalk Netting – Add Section 5.1(x) for Catwalk Netting and Establish SDC Group Jurisdiction.**

(x) Catwalk Netting.

(i) Catwalk Netting Requirements. The Authority will issue a request for proposals for the materials and installation for catwalk netting, with and for mutually agreed-upon areas of the Stadium. The catwalk netting design and associated installation, equipment, materials, and supplies will conform to the standards established by the SDC Group in the request for proposals. The catwalk netting acquisition and installation work within the Project will not occur until after Certification of GMP, but will be funded as part of the Project. Design and installation work for the Catwalk Netting shall be completed either by the Construction Manager or by other designers, contractors or vendors mutually agreed-upon by the Authority and the Team.

(ii) Catwalk Netting Budget. The Authority and the Team acknowledge that the sum of Two Hundred and Fifty Thousand Dollars (\$250,000) is established as the budget for the acquisition and installation of catwalk netting in the Stadium (the “**Catwalk Netting Budget**”). The Catwalk Netting Budget will not be reduced or increased at any time unless agreed to by the SDC Group.

(iii) SDC Group Management of the Catwalk Netting Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of the GMP, the SDC Group will manage the design, procurement, and installation of the catwalk netting (including the design and specifications, selection of contractors/vendors and approval of contract terms) but only to the extent that the Catwalk Netting Budget is not exceeded, unless agreed to by the SDC Group and done so in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action and make recommendations to the Authority and the 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 the Team.

**Term Sheet #18 - Catwalk drop protection included in Exhibit 1.**

**12. Turf Option and Selection – Add Section 5.1(y) for Selection of Turf Option #2 per Authority RFP and Establish SDC Group Jurisdiction.**

(y) Field Turf Selection and Acquisition.

(i) Field Turf Selection and Acquisition Requirements. The Authority and the Team each acknowledge that the Parties have jointly selected turf Option 2 consistent with Schedule 4 to the Authority’s request for proposals issued on December 12, 2015. The Authority has issued a request for proposals as set forth above for the materials and

installation for the field turf. The field turf selection and associated equipment and supplies will conform to the standards established by the Team and the Authority in the request for proposals. The field turf acquisition and installation work within the Project will not occur until after Certification of GMP, but will be funded as part of the Project. The field turf supply and installation shall be completed either by the Construction Manager or by other contractors or vendors mutually agreed-upon by the Authority and the Team.

(ii) Field Turf Budget. The Authority and the Team acknowledge that the sum of One Million Five Hundred Eleven Thousand Eight Hundred and Twenty Six Dollars (\$1,511,826) is established as the budget for the acquisition and installation of the field turf system for the Stadium (the “**Field Turf Budget**”). Any cost of the field turf for the Stadium that exceeds the Field Turf Budget is to be funded from (A) excess sources or savings realized from other line items in the February 2016 Sources and Uses Statement attached to the February 19, 2016 SDC Group Action as determined by the SDC Group, or (B) fifty percent (50%) from Owner Contingency and fifty percent (50%) by the Team as a Privately Financed Enhancement if no such excess sources or savings are available. The Field Turf Budget will not be reduced or increased at any time unless agreed to by the SDC Group.

(iii) SDC Group Management of the Field Turf Acquisition and Installation Following Certification of GMP. Notwithstanding anything to the contrary in this Agreement, following Certification of the GMP, the SDC Group will manage the design, procurement, and installation of the field turf procurement and installation (including the design and specifications, selection of contractors/vendors and approval of contract terms) but only to the extent that the Field Turf Budget is not exceeded, unless agreed to by the SDC Group and done so in a manner consistent with the cost overrun and cost savings principles specified in the February 19, 2016 SDC Group Action and make recommendations to the Authority and the 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 the Team.

**Term Sheet #15 – Field Turf - Team and MSFA to jointly select turf Option 2 consistent with Schedule 4 to the MSFA Artificial Turf RFP issued Dec. 12, 2016, to be covered by turf budget (\$970K +\$600K). Cost for turf and storage system in excess of \$1.57M to be funded (i) from line items savings on Exhibit 1 as determined by the SDC Group or (ii) 50% from Owner Contingency and 50% as a Team PFE.**

13. **Team Funded Enhancements – Add Section 6.2(b)(iii) to Provide Agreed-Upon Process for Third Party Contracting and Insurance Terms for Team Privately Financed Enhancements.**

(iii) Unless the Team elects to hold the contract, Team Privately Financed Enhancements (*e.g.*, without limitation, the Team Store, Hall of Fame, East Event Level Locker Room Buildout, Viking Legacy Ship, Chairman’s Lounge, and Lower Club Retail) are to be approved by the Authority for construction and installation under contracts to be held under the name of the Authority pursuant to terms and conditions

acceptable to the Authority. Such contracts will be generally consistent with the Authority's current Trade Contracts. Team-held contracts will be consistent with the board approval of the Authority dated December 18, 2015. The cost of Team enhancements to be funded as Privately Financed Enhancements will be funded in accordance with **Section 8.1(e)(iv)**.

**Term Sheet #13** – Team Privately Financed Enhancements (e.g., Team Store, Hall of Fame, East Event Level Locker Room, Viking Legacy Ship, Chairman's Lounge, Lower Club Retail) to be approved by MSFA for construction/installation under contracts to be held by MSFA under terms acceptable to the Authority and generally consistent with the MSFA's current trade contracts, unless the Team elects to hold contract. Team-held contracts to be consistent with MSFA Board approval on December 18, 2015. Cost of Team enhancements to be funded as Team PFEs. The Team shall also be responsible for any and all costs related to such contracts and any and all costs arising from disputes with the contractor over such contracts (e.g., delay claims and reasonable attorney costs).

14. **Amendment of Section 8.1(a)(ii) to Establish the 1/8/16 Agreed Sources and Uses and Exhibit F-2, Master Project Budget and the Addition of Exhibit F-2-A, 1/8/16 Agreed Sources and Uses.**

(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 as **Exhibit F-2**. The Master Project Budget, as further supplemented by the February 19, 2016 SDC Group Action, (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.

[**Exhibit F-2** is amended as set forth on **Schedule 1** to this Amendment document.]

15. **Amendment of Exhibit H – Amended Allocation of Project Costs (Section 8.1(c)) to reconcile budget transfer of \$4.5M to project costs within Master Project Budget.**

[**Exhibit H** is amended as set forth on **Schedule 2** to this Amendment document.]

16. **Amendment of Exhibit U – East Event Level Locker Room Buildout to incorporated approved design drawing.**

[**Exhibit U** is amended as set forth on **Schedule 3** to this Amendment document.]

17. **Addition of Exhibit X – Plaza Area Depiction of Areas and Priorities.**

[**Exhibit X** is added as set forth on **Schedule 4** to this Amendment document.]

18. **Amendment of Exhibit G – Owner’s Contingency Release Schedule.**

**[Exhibit G is amended as set forth on Schedule 5 to this Amendment document.]**

**EXHIBITS**

1. **Revised Exhibit F-2 – Master Project Budget**
2. **Revised Exhibit H – Amended Allocation of Project Costs (Section 8.1(c))**
3. **Revised Exhibit U – East Event Level Locker Room Buildout**
4. **Addition of Exhibit X – Plaza Area Depiction of Areas and Priorities**
5. **Amendment of Exhibit G – Owner’s Contingency Release Schedule**

**SCHEDULE 1**

**EXHIBIT F-2**

**MASTER PROJECT BUDGET**

**[SEE ATTACHED]**

Exhibit F-2-1

**MASTER PROJECT BUDGET** February 19, 2015

Division	Description	Master Project Budget 2/19/16	Mediation Settlement	Other 2/19/16 Budget Adjustments	Master Project Budget 2/19/16	Overrun Risk	Notes
<b>SITE ACQUISITION &amp; IMPROVEMENTS</b>							
10-05-000	Parking / Skyway / Site Acquisition	\$55,729,365.35	\$1,675,000.00	\$1,300,000.00	\$56,039,365.35	Owner's Contingency	Includes \$9.975 Million for Stadium Plaza Improvements.
10-15-000	Site Utilities & Improvements	\$966,389.00			\$966,389.00	Owner's Contingency	
	<b>Subtotal</b>	<b>\$54,673,754.35</b>	<b>\$1,675,000.00</b>	<b>\$1,300,000.00</b>	<b>\$57,054,754.35</b>		
<b>CONSTRUCTION COSTS</b>							
20-30-000	Construction Costs	\$957,676,196.10		\$419,542.00	\$958,095,738.10	Owner's Contingency	
	<b>Subtotal</b>	<b>\$957,676,196.10</b>	<b>\$0.00</b>	<b>\$419,542.00</b>	<b>\$958,095,738.10</b>		
<b>FURNISHINGS, FIXTURES &amp; EQUIPMENT</b>							
30-12-000	Audio-Visual	\$16,491.71			\$16,491.71	Owner's Contingency	
30-16-000	Computer Equipment	\$109,729.78			\$109,729.78	Owner's Contingency	Repayment to MSFA for interim funding
30-28-000	Food Service / Concessions Equipment	\$5,121,890.57	(\$175,000.00)		\$4,946,890.57	Owner's Contingency	
30-36-000	Graphics & Signage	\$756,644.07		\$1,334,448.00	\$2,091,092.07	Team	
30-48-000	Maintenance Equipment	\$699,033.62			\$699,033.62	Owner's Contingency	
30-64-000	Technology	\$35,219,624.19	\$177,000.00		\$35,396,624.19	Owner's Contingency	See Development Agreement for VCT design and procurement guidelines and overrun responsibility.
30-90-000	Other FF&E	\$14,080,626.13	(\$1,000,000.00)		\$13,080,626.13	Owner's Contingency	
	<b>Subtotal</b>	<b>\$55,904,040.27</b>	<b>(\$998,000.00)</b>	<b>\$1,334,448.00</b>	<b>\$56,240,488.27</b>		
<b>DEVELOPMENT COSTS</b>							
40-05-005	Architects & Engineers Fee	\$94,000,000.00			\$94,000,000.00	Owner's Contingency	
40-05-010	Additional A/E Services	\$7,471,082.00			\$7,471,082.00	Owner's Contingency	
40-10-005	Site Survey	\$471,360.00			\$471,360.00	Owner's Contingency	
40-15-005	Geotechnical Report & Groundwater Analysis	\$371,951.60			\$371,951.60	Owner's Contingency	
40-20-010	Commissioning	\$700,000.00			\$700,000.00	Owner's Contingency	
40-20-015	Construction Testing & Inspection	\$5,236,481.21			\$5,236,481.21	Owner's Contingency	
40-25-015	Team Sales & Marketing	\$675,000.00			\$675,000.00	Team	
40-30-005	Team Project Consultants	\$1,047,348.18			\$1,047,348.18	Team	
40-30-010	MSFA Project Consultants	\$3,432,387.89			\$3,432,387.89	Authority	
40-30-020	Pre-Con Project Management-MSFA	\$2,317,500.00			\$2,317,500.00	Authority	
40-30-025	Pre-Con Project Management-Team	\$1,594,081.00			\$1,594,081.00	Team	
40-30-030	Construction Management	\$3,532,500.00			\$3,532,500.00	Owner's Contingency	
40-35-005	Project Legal Services - Team	\$1,210,230.83			\$1,210,230.83	Team	
40-35-010	Project Legal Services - MSFA	\$1,033,612.03			\$1,033,612.03	Authority	
40-40-005	Builders Risk Insurance	\$2,697,488.50			\$2,697,488.50	Owner's Contingency	
40-40-010	OPPI	\$5,212,167.14			\$5,212,167.14	Owner's Contingency	
40-40-011	Railroad Protective Liability	\$346,080.00			\$346,080.00	Owner's Contingency	
40-40-012	Ryan Project Insurance	\$726,107.05			\$726,107.05	Owner's Contingency	
40-40-013	Insurance Deductibles	\$21,788.36			\$21,788.36	Owner's Contingency	
40-40-015	Insurance Consultant	\$673,832.96			\$673,832.96	Owner's Contingency	
40-40-025	OOP Program - General	\$3,342,362.00			\$3,342,362.00	Owner's Contingency	

**MASTER PROJECT BUDGET February 19, 2015**

Division	Description	Master Project Budget 2/15/16	Mediation Settlement	Other 2/19/16 Budget Adjustments	Master Project Budget 2/19/16	Overrun Risk	Notes
40-40-028	OCIP Program - Excess	\$2,200,651.00			\$2,200,651.00	Owner's Contingency	
40-40-027	OCIP Program - Environmental	\$362,674.00			\$362,674.00	Owner's Contingency	
40-45-000	Permits & Regulatory Costs	\$0.00			\$0.00	Owner's Contingency	
40-50-005	Groundbreaking	\$50,000.00			\$50,000.00	Owner's Contingency	
40-50-020	MSFA Capital Reserve	\$4,500,000.00	(\$4,500,000.00)		\$0.00	Authority	
40-55-005	Environmental Survey	\$92,841.26			\$92,841.26	Owner's Contingency	
40-55-010	Market Studies-MSFA	\$225,000.00			\$225,000.00	Authority	
40-55-015	Market Studies-Team	\$0.00			\$0.00	Team	
40-55-020	Project Reporting / Audit	\$2,430,000.00			\$2,430,000.00	Owner's Contingency	
40-55-035	Peer Reviews	\$223,890.00			\$223,890.00	Owner's Contingency	
40-55-040	Traffic & Parking Studies	\$265,700.00			\$265,700.00	Owner's Contingency	
40-55-045	Cost Consultant	\$0.00			\$0.00	Owner's Contingency	
40-55-050	Workforce Training and Equity Plan	\$1,351,796.88			\$1,351,796.88	Owner's Contingency	
40-90-015	MSFA Equipment Storage During Construction	\$216,000.00			\$216,000.00	Owner's Contingency	Up to \$430,932 could be funded from Owners Contingency
40-90-020	Miscellaneous and Printing	\$70,000.00			\$70,000.00	Owner's Contingency	
	<b>Subtotal</b>	<b>\$89,364,143.88</b>	<b>(\$4,500,000.00)</b>	<b>\$0.00</b>	<b>\$84,864,143.88</b>		
	<b>FINANCING COSTS</b>						
50-00-000	Financing Costs	\$0.00			\$0.00		
	<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
	<b>OTHER PROJECT COSTS</b>						
60-00-005	TCF Stadium Improvements & Relocation Expenses	\$7,896,587.96			\$7,896,587.96	Team	
60-00-010	SDC Group Contingency	\$8,000,000.00	(\$8,000,000.00)		\$0.00		
60-00-015	East Event Buildout	\$1,393,300.94			\$1,393,300.94	Team	
60-00-020	Other Mutually Agreed Cost Issues 1	\$733,407.00	\$1,300,000.00		\$2,033,407.00	See DA	
60-00-023	Other Mutually Agreed Cost Issues 2	\$0.00	\$2,715,000.00		\$2,715,000.00	See DA	
60-00-025	IPTV Enhancement	\$4,244,090.69			\$4,244,090.69	Team	
60-00-030	Mediation Settlement	\$0.00	\$16,250,000.00		\$16,250,000.00	Fixed	
	<b>Subtotal</b>	<b>\$22,823,386.59</b>	<b>\$12,265,000.00</b>	<b>\$0.00</b>	<b>\$35,088,386.59</b>		
	<b>PROJECT CONTINGENCY</b>						
90-00-000	Owner Contingency	\$16,543,512.75	(\$2,989,000.00)		\$13,554,512.75		
	<b>Subtotal</b>	<b>\$16,543,512.75</b>	<b>(\$2,989,000.00)</b>	<b>\$0.00</b>	<b>\$13,554,512.75</b>		
	<b>PROJECT TOTAL</b>	<b>\$1,096,391,023.94</b>	<b>\$5,453,000.00</b>	<b>\$3,053,990.00</b>	<b>\$1,105,498,013.94</b>		

## SCHEDULE 2

### EXHIBIT H

#### AGREED UPON ALLOCATIONS OF PROJECT COSTS

<b>Basis for agreed upon allocation of Project Costs</b>	<p>All costs, expenses and reimbursements set forth in this <b>Exhibit H</b> 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.</p>
<b>Project Costs Incurred After July 2016</b>	<ul style="list-style-type: none"><li>• 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 <b>Exhibit H</b>. The Parties acknowledge that there is no assurance that additional funding will be available in the event of Project delay.</li></ul>
<b>Owner’s Representative/Project Manager Costs:</b>	<ul style="list-style-type: none"><li>• <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"><li>○ Pre-Con project Management – Authority: \$2,317,500</li><li>○ Pre-Con project Management –Team: \$1,594,081</li><li>○ Construction Management: \$3,592,500</li></ul></li></ul>
<b>Project Management Accounting/Reporting Costs:</b>	<ul style="list-style-type: none"><li>• <u>Costs Included in Project Costs</u> - Project management accounting/reporting software or services cost will be included as Project Costs.</li><li>• <u>Preliminary Allocation</u> – Two Million Four Hundred Thirty Thousand Dollars (\$2.430 million).</li></ul>
<b>Project Cost Budget Allocation:</b>	<ul style="list-style-type: none"><li>• <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"><li>○ Authority – \$3,465,000</li><li>○ Team – \$1,035,000</li></ul></li><li>• <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.</li></ul>

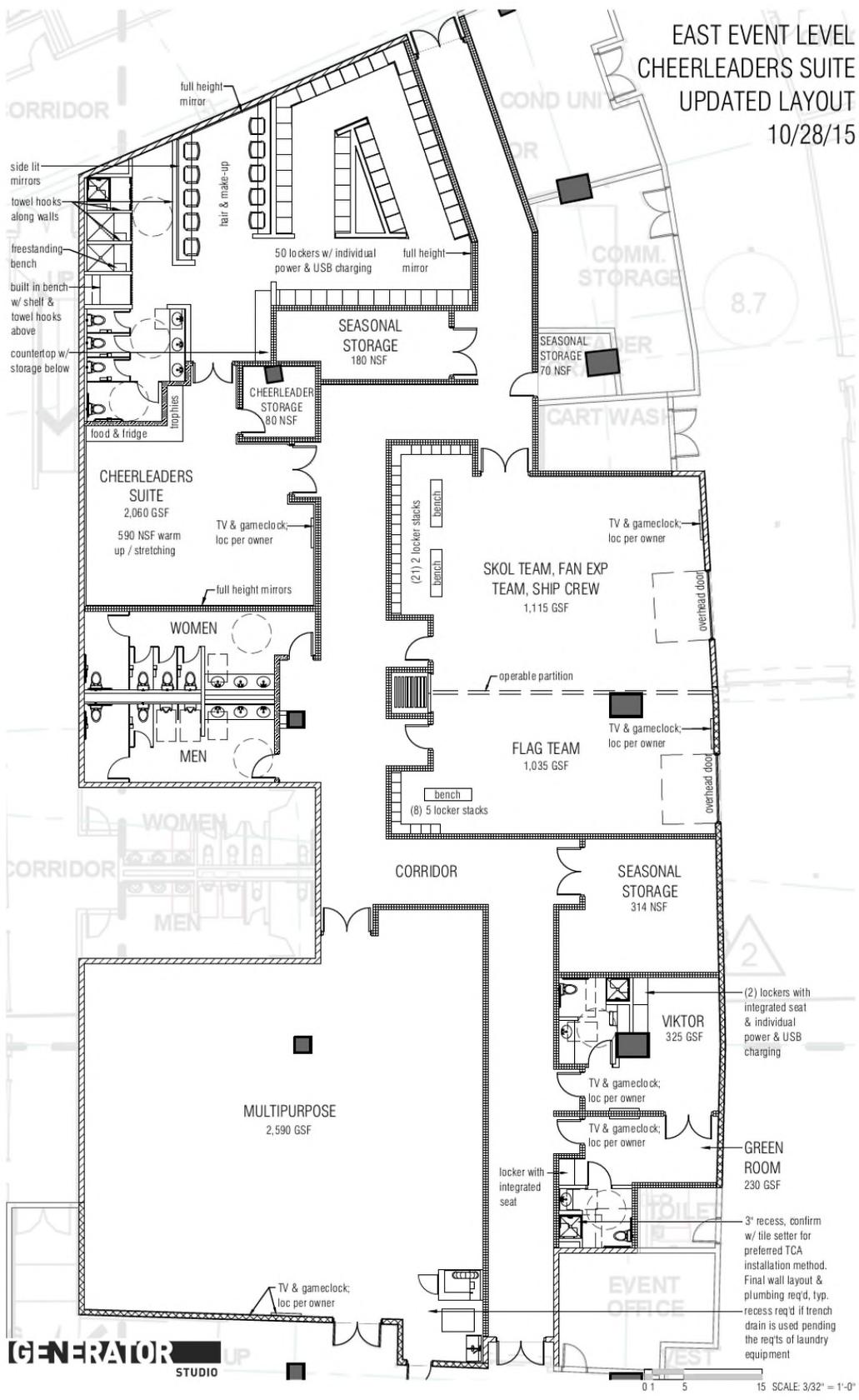
<p><b>Capital Reserves:</b></p>	<ul style="list-style-type: none"> <li>• [RESERVED]</li> </ul>
<p><b>TCF Bank Stadium – Team Project Costs:</b></p>	<ul style="list-style-type: none"> <li>• <u>Project Cost Maximum for First Two Years at TCF Stadium</u> – The maximum amount allocated to the funds expendable for the first two (2) years at TCF Stadium will not exceed Seven Million Nine Hundred Ninety Seven Thousand Four Hundred Fifty Four Dollars (\$7,997,454). 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 Seven Million Nine Hundred Ninety Seven Thousand Four Hundred Fifty Four Dollars (\$7,997,454) 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 <u>Section 8.1(e)</u> of the Development Agreement.</li> <li>• <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 “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.</li> <li>• <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.</li> </ul>
<p><b>Stadium Pre-Marketing Costs:</b></p>	<ul style="list-style-type: none"> <li>• <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.</li> <li>• <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.</li> </ul>

**SCHEDULE 3**

**EXHIBIT U**

**EAST EVENT LEVEL LOCKER ROOM BUILDOUT**

EAST EVENT LEVEL  
 CHEERLEADERS SUITE  
 UPDATED LAYOUT  
 10/28/15

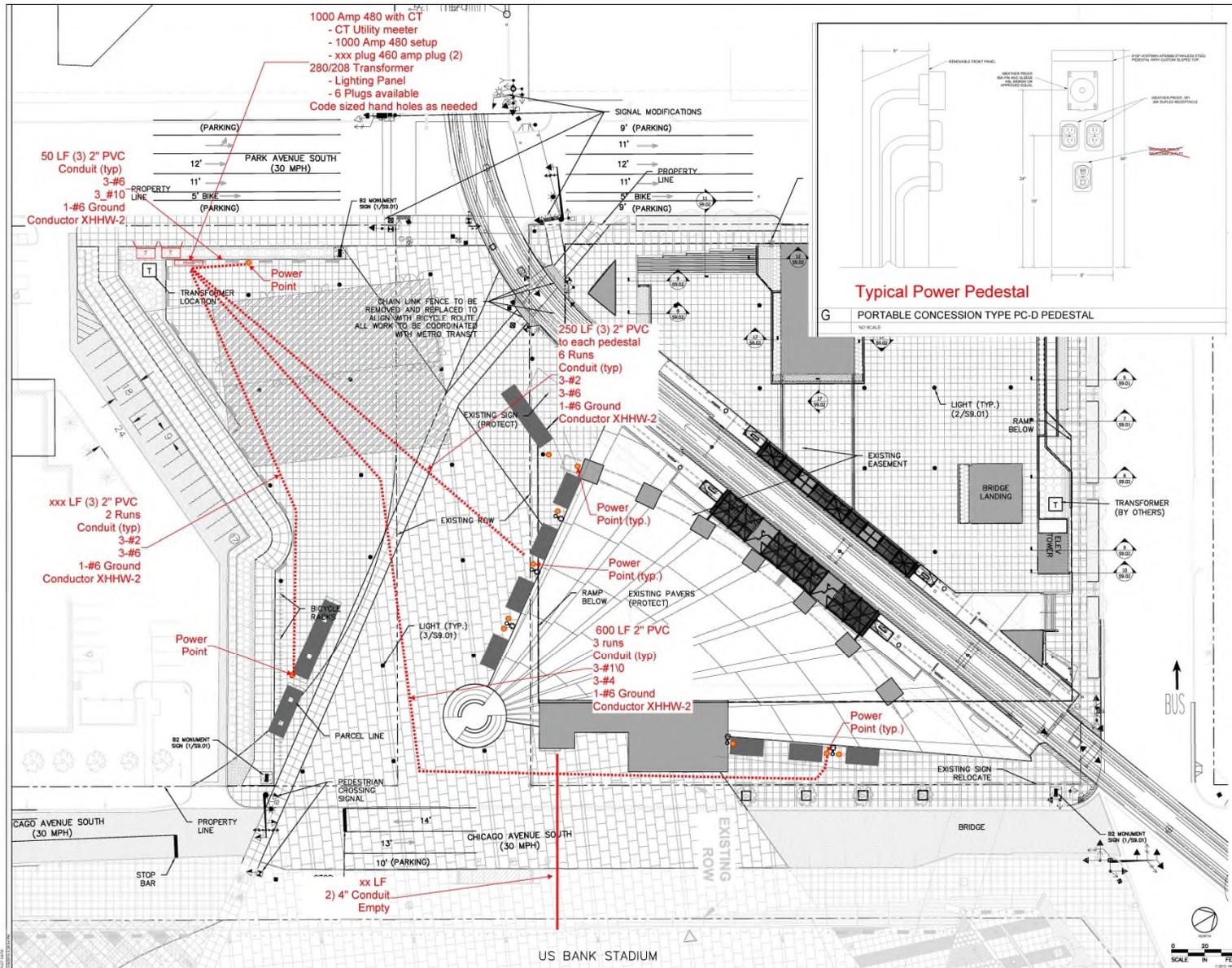


**SCHEDULE 4**

**EXHIBIT X**

**PLAZA AREA DEPICTION OF AREAS AND PRIORITIES**





**SCHEDULE 5**

**EXHIBIT G**

**OWNERS CONTINGENCY RELEASE SCHEDULE**

<b>Milestone</b>	<b>Likely Date**</b>	<b>Acceptable Minimum Level of Owner's Contingency**</b>
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 (subject to any reservation from release for unresolved Claims pursuant to DA§ 8.1)

\*\* In connection with the Settlement Agreement, certain Owner's Contingency funds will be escrowed in a settlement funds trust account pending acceptance or rejection of the settlement of claims by the Construction Manager and Authority pursuant to the terms of the Settlement Agreement. Pending such acceptance or rejection of the settlement of claims pursuant to the Settlement Agreement, the Authority and Team acknowledge and agree that the release schedule set forth in this **Exhibit G** will be suspended and no releases of Owner's Contingency will be made pursuant to such release schedule. If the Construction Manager and Authority accept the settlement of claims pursuant to the terms of the Settlement Agreement, the escrowed Owner's Contingency funds will be (i) returned to the construction funds trust to be administered pursuant to the terms of the Settlement Agreement and Construction Services Agreement and (ii) deemed applied to the settlement of valid Claims or Change Orders under the Construction Services Agreement pursuant to **Section 8.1** of the Development Agreement. The release schedule set forth in this **Exhibit G** will then be reinstated and applied to the remaining Owner's Contingency. If either the Construction Manager or the Authority rejects the settlement of claims pursuant to the terms of the Settlement Agreement, the escrowed Owner's Contingency funds will be (x) returned to the construction funds trust to be administered pursuant to **Section 8.1** of the Development Agreement and (y) deemed reserved and delayed for release pending the resolution of Change Orders or Claims of the Construction Manager and Architect. Upon resolution of any such Change Orders or Claims of the Construction Manager and Architect, the release schedule set forth in this **Exhibit G** will then be reinstated and applied to any remaining Owner's Contingency.