

## **RAMSEY COUNTY/MINNESOTA VIKINGS**

### **PRINCIPLES OF AGREEMENT FOR THE DEVELOPMENT OF A NEW**

#### **MULTI-PURPOSE STADIUM**

**5/10/2011**

The following sets forth proposed terms and conditions between Ramsey County (the "County") and Minnesota Vikings Football, LLC (the "Team" and, together with the County, the "Parties") with respect to the land acquisition, site remediation, site development (including surface parking), and design, development, financing, construction, operation and maintenance of a new roofed, multi-purpose stadium ("Stadium") at the Twin Cities Army Ammunitions Plant ("TCAAP") site in Arden Hills, Minnesota. The Stadium will be owned by a public Stadium Authority and the Team will enter into a long-term lease or license agreement with the Authority.

#### **Background**

The Team's Use Agreement at the Metrodome expires at the end of the 2011 NFL season. For several years, the Team has been actively pursuing the development of a new stadium that will enhance the game experience for its fans, while also serving as an important entertainment and gathering place for spectators and fans across the Upper Midwest. The County desires to locate the Stadium in Arden Hills because of the opportunity to redevelop a large, underutilized parcel located in a central growth corridor. The TCAAP site is the largest vacant environmental Superfund site in the State of Minnesota ("State"). The redevelopment of the TCAAP site will also cause an accelerated schedule for the long-overdue development of critically important transportation improvements in the I-35W/694 transportation corridor that will benefit local and regional residents, daily commuters, as well as tourists that visit other destinations throughout the State. The County further recognizes that development of the Stadium (and potentially ancillary real estate) will generate substantial economic and fiscal impacts including significant job creation, tax revenue, and economic growth, and will improve the overall quality of life in the County. The development of the Stadium will provide a new home for the Team and provide the opportunity for its long-term viability.

#### **State of Minnesota Involvement**

The Parties enter into this arrangement recognizing that the State is an indispensable third party to any negotiation and that a binding agreement can only be achieved with its participation. The Parties intend to immediately commence negotiations with the State to discuss its participation in financing the Stadium and necessary off-site regional transportation improvements. The Parties also agree that the State will realize substantial benefits from the development of a new multi-purpose Stadium that can host high school, collegiate, and amateur athletics as well as community, national, and international events. The economic and fiscal benefits include job creation and retention, tax revenue, and economic development.

There have been significant economic and fiscal benefits to the State as the Team's home over the last 50 years. According to a 2009 RSM McGladrey Study, the Team has generated more than \$180 million in revenue for the State's General Fund since the Metrodome

opened in 1982. Currently, the State receives approximately \$21 million from the Team and NFL games annually at the Metrodome (including Team and visiting payroll taxes, admissions taxes, and sales tax on tickets, merchandise, and concessions). These direct Team taxes are in addition to the enormous economic benefit that an NFL franchise brings to the region. The County and the Team believe there is sufficient economic justification for the State's investment in this project, including funding off-site transportation improvements and related infrastructure, and the costs of a roof.

### **City of Arden Hills Involvement**

The Parties enter into this arrangement recognizing that the City of Arden Hills ("City") is another important party to the Stadium initiative and ancillary real estate development. The Parties will work cooperatively with the City in the development and construction of the Stadium and ancillary real estate development.

### **Job Creation and Retention**

The construction of the Stadium will create a significant number of jobs and ensure the retention of many more. According to M.A. Mortenson Company, the Stadium will generate approximately 7,500 full and part-time jobs comprising 4.2 million hours of work from construction trades over a three year period, generating over \$286 million in construction wages and \$10 million in income taxes. In addition, the fabrication and delivery of project materials will create a substantial number of additional jobs. It is estimated that 95% of the total materials and labor subcontract value will go to State businesses and workers. The off-site transportation related infrastructure improvements needed near the TCAAP site will create a substantial number of additional jobs. Once the Stadium is completed in 2015, the operation will support approximately 3,400 ongoing full and part-time jobs, according to CSL International. Further, a new Stadium will annually generate more than \$21 million in tax revenue for the State.

### **Roof**

It is the Team's intention to put a retractable roof on the Stadium, cost permitting; however, the Team's programmatic needs are also met by a fixed roof Stadium. If the Team determines a retractable roof is not economically or otherwise feasible, the Team may decide to develop the Stadium with a fixed roof. The Parties also recognize that a roofed facility benefits the State by making the Stadium a year round facility that can accommodate a Super Bowl, NCAA Final Four events (basketball and hockey), and other national and international events.

The challenges associated with including a retractable roof are reflected in the incremental cost of construction (over \$206 million) and the incremental ongoing operating and maintenance expenses (estimated to cost \$4 to \$6 million more per year than an open-air stadium). The Parties also have agreed that if the State believes the costs specifically associated with constructing and operating a roofed Stadium are too high, the County and the Team are prepared to modify these Principles of Agreement and to proceed with developing a multi-purpose, open-air facility.

### **Off-Site Transportation Infrastructure Improvements**

The Minnesota Department of Transportation (MnDOT) has previously identified numerous transportation infrastructure improvements that are required in the region and the immediate vicinity of the TCAAP site. In addition, previous redevelopment proposals also

identified off-site transportation infrastructure improvements that would provide access to the TCAAP site and would be required to redevelop the site commercially. The redevelopment of the TCAAP site requires significant off-site transportation infrastructure improvements. The Parties believe that the cost of providing these off-site transportation infrastructure improvements should be funded through State sources (as well as Federal and other sources). Providing these types of transportation infrastructure improvements to state roadways and interstate highways has traditionally been an obligation of the State. The North Metro area has a need for many of these improvements regardless of whether the Stadium is built. The Parties will work cooperatively with the State to determine the optimal manner for paying the costs of these off-site transportation infrastructure improvements.

In order to accelerate and fund the development of the necessary off-site transportation infrastructure improvements, the County will provide conduit financing for MnDOT in an amount needed to fund such improvements. The County will issue bonds over a term not to exceed 20 years and MnDOT shall be contractually obligated to pay the annual debt service payments on the bonds. The off-site transportation infrastructure improvements shall be designed to meet the current and future regional needs and allow visitors to enter and exit the TCAAP site to access commercial development and Stadium events within a time frame acceptable to the Team. The County and Team shall cooperate to obtain any necessary MnDOT or United States Department of Transportation approvals.

**I. Stadium Location, Design and Construction**

- A. **Stadium Location.** The Stadium will be located at the TCAAP Site in Arden Hills, Minnesota. The Stadium is expected to be open and operational no later than June, 2015.
- B. **Stadium Owner.** The Stadium will be owned by a Stadium Authority (“Authority” as defined in Paragraph IV) and the Team will enter into a long-term lease or license agreement with the Authority. The terms of the lease/license are discussed herein.
- C. **Stadium Design.** The Stadium shall be designed and constructed incorporating the following general program and design elements:
  - 1. The roofed facility shall comprise approximately 1.6 million square feet with up to 65,000 seats, expandable to 72,000. The roofed stadium shall meet or exceed NFL program requirements, and include up to 150 suites and approximately 7,500 club seats.
  - 2. Space for Team-related exhibitions and sales, which shall include the following: Team museum and Hall of Fame, retail merchandise/gift shop retail venue, and themed concessions and restaurants.
  - 3. Space for administrative offices of the Authority.
  - 4. Parking for up to 21,000 cars/trucks including tailgate parking and premium parking area with a separate entrance/exit.
- D. **Stadium Development.** The design, development and construction of the Stadium shall be a collaborative process between the Parties and other key

stakeholders. The Team will manage the design, development and construction of the Stadium in cooperation with the Authority. The County shall have an owner's representative participate in the design, development and construction of the Stadium to provide input and oversight to ensure the facility represents the proper use of public funds, and that the Stadium amenities address public needs consistent with comparable facilities. The Parties shall establish a process to reach consensus on key elements of the Stadium program and design, development and construction of the Stadium in the definitive transaction documents. Because the Team is responsible for certain cost overruns pursuant to Paragraph III.C., the Team shall have final decision making authority with respect to the design, development and construction of the Stadium.

## II. **Site Acquisition and Remediation.**

- A. **Site Acquisition.** The TCAAP site will be acquired from the U.S. Army by the County on terms acceptable to the Parties. The Team, or a related entity, will immediately thereafter acquire from the County, as set forth in Paragraph II.C, the portion of land not required for the footprint of the Stadium and Stadium-related access, open (green) space and parking spaces (such portion, "Private Land") and shall become the owner of the Private Land. The development of the Private Land is an important element of the redevelopment and revitalization efforts for the broader TCAAP site. The Stadium project is intended to act as the catalyst for the redevelopment and revitalization of the site. The Team shall retain development rights for at least eight years following the opening of the Stadium. If the Team has not commenced development of the Private Land or provided the County with a reasonably acceptable plan to develop the Private Land within eight years after the opening of the Stadium, the County shall have the option, but shall not be required, to purchase the Private Land from the Team at the current fair market value as determined by a mutually acceptable appraisal mechanism.
- B. **Site Remediation.** The environmental conditions of the entire TCAAP site will be remediated in accordance with the requirements of the U.S. Army. It is anticipated that the site will be remediated to a commercial/industrial standard. Should the proposed development of the Private Land require that the land be remediated to a higher standard, the Team shall pay for any additional costs associated with such remediation. The purchase and other agreements for the TCAAP site between the County and the U.S. Army will provide adequate protection for the Parties (to be mutually agreed upon), including but not limited to provisions that require the U.S. Army to indemnify the County and Team for any remediation obligations that were undisclosed at the time the site was purchased by the County.
- C. **Cost Allocation.** The costs to acquire the TCAAP site and costs of the environmental remediation will be allocated between the County and the Team based on the number of acres owned by each after the Private Land is sold to the Team or its affiliates. The County shall acquire from the U.S. Army approximately 430 acres for the overall project. The Team shall acquire approximately 170 acres from the County immediately after the County has closed on its purchase transaction with the U.S. Army. A mechanism will be provided in the definitive transaction documents that will allow for public access between the Stadium site and Private Land. A mechanism will also be included

in the definitive transaction documents to provide the Team with flexibility in determining the final composition of the Private Land for purposes of locating the Stadium land and development in the future, to be mutually agreed upon by the Parties and other key stakeholders, as appropriate.

### III. Sources and Uses of Funds

- A. **Sources and Uses of Funds.** The preliminary sources and uses of funds are outlined in Attachment A.
- B. **Funding Sources.** The following summarizes the key components of the funding sources for the project. The Parties shall work together and cooperate in good faith to identify additional funding sources (e.g. Federal).
  1. **Team/Private Contribution.** The Team/Private Contribution shall be \$407 million (net of financing costs) as set out in Attachment A. The Team shall provide a plan to finance its share of the cost allocations set out in Attachment A to the Authority on a timely basis. The Team shall provide a written, binding, bona fide commitment or commitments for the financing to the Authority prior to the County issuing any bonds for the project. The Team shall be permitted to assign any of its rights and obligations hereunder to its affiliates and as collateral to lenders for purposes of obtaining financing; provided, however, that the Team shall remain liable for its obligations hereunder. The Team/Private Contribution will consist of amounts contributed by the Team, NFL, PSL proceeds, and other private revenues generated by the project. To the extent that PSL proceeds exceed \$125 million, such excess shall not be part of the Team/Private Contribution and shall instead be applied in the following order: 1) to fund County cost overruns associated with certain on-site and off-site infrastructure improvements, including surface parking and related interior circulation as delineated and described in Attachment A, 2) to fund County cost overruns associated with site acquisition, remediation, and on-site street improvements as highlighted in Attachment A, 3) to fund cost overruns associated with the development of the Stadium (excluding parking), and 4) to fund the Stadium capital reserve fund as described in Paragraph VI. C.
  2. **County Contribution.** The County will issue tax exempt revenue bonds supported by a one-half percent (1/2 %) State sales tax collected in the County in an amount sufficient to generate \$350 million (net of financing costs) as set out in Attachment A. The County agrees to take action at the County Board level, as soon as reasonably and legally possible. The County shall take immediate steps to draft an agreed upon ordinance or resolution approving the County's revenue source (subject to legislative approval). The County's issuance of any bonds described herein shall be exempted from State statutory debt and bonding limitations.
  3. **State Contribution.** The Parties believe the State should contribute \$300 million (net of financing costs) to the Stadium project as outlined in Attachment A. County and Team shall cooperate to obtain State legislation authorizing the State's contribution and its participation.

- C. **Cost Overruns.** To the extent that PSL proceeds exceed \$125 million, such excess shall be used to fund cost overruns as described in Paragraph III.B.1. To the extent that there is no such excess, or such excess is fully applied to the cost overruns as described in that paragraph, any additional cost overruns shall be funded as follows. The Team shall be responsible for cost overruns (if any) associated with the development of the Stadium (excluding parking). The County shall be responsible for cost overruns (if any) associated with certain on-site and off-site infrastructure improvements, including surface parking and related interior circulation, as delineated and described in Attachment A. The on-site and off-site infrastructure improvements shall be further delineated in the definitive transaction documents but shall not include off-site transportation infrastructure improvements. The Team and the County shall share in cost overruns (if any) associated with site acquisition, remediation, and on-site street improvements as highlighted in Attachment A on a pro-rata basis (170/430 Team – 260/430 County). The State shall be responsible for implementation and delivery of the off-site transportation infrastructure improvement program.
- D. **Timing of Contributions.** The specific timing of contributions shall be determined in the definitive transaction documents. However, it is anticipated that the Team, County and State shall fund their obligations for the project pro-rata based on contribution commitments in a timely fashion. The timing of funding for off-site transportation infrastructure improvements shall be determined.
- E. **Project Savings.** The Team shall receive the first \$41 million in net project savings if total expenditures are less than the costs outlined in Attachment A. (excluding the Team's share of on-site street improvements and site acquisition/remediation costs). The County and Team shall share equally in the next \$100 million in net project savings. The Team, County, and State shall share equally in any net project savings greater than \$141 million.

#### IV. **Stadium Authority**

- A. **Composition.** The Authority shall consist of five members. Two members to be appointed by the Governor of Minnesota (one of whom shall reside outside of Ramsey County); two members, including the Chair, to be appointed by the Ramsey County Board; and, one member to be appointed by the City.
- B. **Powers.** The Authority shall have powers and duties similar to those of the Minnesota Ballpark Authority. See, Minn. Stat. § 473.756.
- C. **Funding.** The funding of the Authority's operations shall be determined by the Parties and other key stakeholders. The County shall have no additional financial obligation beyond the contributions described herein. The Team shall contribute up to \$150,000 per year, subject to an annual inflationary index, to the operations of the Authority.

## V. Stadium Operations

- A. **Stadium Operation.** The Team will operate and manage the Stadium and parking facilities on behalf of the Authority, pursuant to an agreement to be negotiated by the Authority and the Team. The Stadium shall be operated in a first class manner, similar to and consistent with that of other comparable NFL stadiums. The Team shall be solely responsible for all aspects of Stadium operation. All revenues (net of generally applicable taxes, fees, etc.) derived from the operations of the Stadium and parking facilities including signage, naming rights, etc. shall belong to the Team.
- B. **Operating Expenses.** The Team will bear all the costs of operations of the Stadium and parking facilities in lieu of rent. The annual operating expenses are estimated at approximately \$14 million. In addition, the Team shall pay any and all NFL game day expenses which are estimated at \$3 million annually. The County shall contribute \$1.5 million annually to offset annual operating expenses associated with the operation of the Stadium. This contribution is intended to partially offset the additional expenses associated with operating and maintaining a roofed stadium (as compared to an open air stadium) and to compensate the Team for the public use of the Stadium for civic, non-commercial events as described below. The County contribution will be subject to an annual inflationary index, which amount shall not exceed the annual amount of the increase in sales tax net proceeds collected in the County in each year. Any annual contribution shall be reduced by 4% for each NFL game that is not played in the event the Team does not play a full schedule of NFL games at the Stadium (excluding those games the Team has the ability to play pursuant to Paragraph VI.C.). The County shall have no responsibility for operating expenses at the Stadium or parking facilities beyond the annual contribution above described herein.
- C. **Public Access.** The public will be provided access to the Stadium for a certain number of civic, non-commercial public events/uses. Civic, non-commercial events/uses shall not pay rent for the use of the Stadium. The Team will be reimbursed by those event sponsors for the incremental, out-of-pocket expenses incurred to operate the Stadium during such events/uses. The Parties shall cooperate in good faith and mutually agree on the definition and treatment of civic, non-commercial public events/uses.
- D. **Municipal Services.** The Team shall be responsible for any and all costs incurred for municipal services (e.g. police/security, traffic control, fire prevention, emergency medical, street cleaning/trash removal and other similar services) provided for events held by the Team. The Team and the Authority, in coordination with the City and County, shall cooperatively determine appropriate public and private staffing levels for police/security, traffic control, fire prevention, emergency medical, street cleaning/trash removal and other similar services based upon anticipated attendance for NFL games and any other events held at the Stadium; however, the Authority, in coordination with the City and County, shall have final approval over appropriate staffing and service levels. The Authority, in coordination with the City and County, shall use a "reasonableness standard" in determining appropriate staffing and service levels. In the event that the Parties cannot agree on appropriate staffing and service levels, the Team shall have the right to submit such dispute to a mutually agreed upon mediator or

to arbitration for accelerated dispute resolution. Notwithstanding the foregoing, if the Authority, in coordination with the City and County, determines that an emergency public safety issue exists with respect to a particular NFL game or event, the Authority, in coordination with the City and County, shall have the right to determine and impose the staffing level for such event. Sponsors of civic, non-commercial events/uses shall be responsible for any and all incremental costs incurred for municipal services provided for its events.

## VI. **Lease/License Conditions and Criteria**

The lease/license or other transaction documents between the Authority and the Team shall include the following criteria and conditions:

- A. **Lease Term.** Team will enter into a Stadium lease or use agreement with the County or Authority for a term of 30 years, with Team options to extend the term.
- B. **Capital Improvements.** The Team shall be responsible for making (or for causing others to make) all capital repairs, replacements and improvements for the Stadium and parking facilities. The Team shall maintain (or cause others to maintain) the Stadium and parking facilities in a safe, clean, attractive, and first class manner so as to cause them to remain in a condition comparable to that of other NFL facilities of similar design and age, ordinary wear and tear excepted. The Team shall maintain (or cause others to maintain) the Stadium and parking facilities in a manner that is consistent with all applicable requirements imposed by the NFL, and with the original design and construction program of the Stadium and parking facilities. The Team shall make (or cause others to make) all necessary or appropriate repairs, renewals and replacements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, in a prompt and timely manner. Initial funding for a capital repairs, replacement, and improvement reserve fund to be created and managed by the Authority (the "Reserve Fund") shall be provided as outlined in Paragraph III.B.1. The County and the Team will each contribute \$1.0 million annually to the Reserve Fund. The County contribution will be subject to an annual inflationary index, which amount shall not exceed the annual amount of the increase in sales tax net proceeds collected in the County in each year. The County shall have no responsibility for any capital repairs, replacements or improvements to the Stadium and parking facilities beyond the annual contribution described herein. The Team shall pay for any required capital repairs, replacements and improvements in excess of the amounts available in the Reserve Fund. The Reserve Fund shall be used to fund all activities described in this paragraph but shall not be used to remedy design and/or specification deficiencies.
- C. **No Escape.** The Team shall play all regularly scheduled home games (preseason, regular season, and post season) at the Stadium for 30 years (the anticipated term of the bonds). The Team shall not enter into a contractual arrangement with a public or private entity (other than the County) to play any home games at a stadium location other than the Stadium. However, the Team shall have the ability to play occasional league mandated games off-site, and not more than one (1) permitted specialty game per year off-site. The Team will enter into a binding and enforceable non-relocation agreement that includes appropriate specific performance and injunctive relief provisions. The Team shall



not relocate, shall not apply to the NFL to transfer to another location, and shall have no right to terminate the Stadium lease or license.

- D. **Public Share if Team is Sold.** If the Team or any individual with an ownership interest in the Team of twenty percent or more sells an interest in the Vikings, a portion of the Gross Profit must be paid to the Authority and shall be allocated as follows: 1) used to pay any cost overruns incurred by the County as described in Paragraph III. C., and 2) deposited in the Reserve Fund. The portion of the Gross Profit required to be so paid to the Authority is the profit above Team value as of January 1, 2011 equal to 18 percent of the Gross Profit, declining to zero percent ten years after commencement of Stadium construction in increments of 1.8 percent each year (the provision does not apply unless and until the Stadium is opened and available for NFL games). "Gross Profit" is defined as the difference in Equity Value of the Team and related entities primarily involved in the Stadium operations as determined on January 1, 2011 and on the date of sale. "Equity Value" is defined as Fair Market Value less long term Team debt and long term Stadium debt (excluding NFL financing sources such as G3, club seat waivers, etc.) and less equity invested directly in the Stadium (excluding Team share for site acquisition, remediation, and on-site street improvements). The Fair Market Value shall be determined by a mutually acceptable appraisal mechanism as of January 1, 2011 and will be based on the sales price upon a sale. The appraiser(s) shall be instructed to determine the Fair Market Value of the Team on January 1, 2011 assuming no new stadium had been approved. The agreement shall provide exceptions for sales to members of the owner's family and trusts beneficially owned by family members, sales necessitated by the death of an owner, sales to employees aggregating up to ten percent, and sales related to capital infusions not distributed to the owners.
- E. **Affordable NFL Game Tickets.** The lease/license or other transaction documents shall provide for an agreed upon number of affordable tickets.
- F. **LEED Certification.** If the Authority obtains grants sufficient to cover the increased cost, it shall make best efforts to ensure that the Stadium receives Leadership in Energy and Environmental Design ("LEED") certification for environmental design.
- G. **Cooperation with Financing.** The County and Authority will cooperate with the Team to facilitate the financing of the Team's contribution. Such agreement to cooperate shall not require the County or Authority to incur any additional costs or provide conduit financing. The lease/license shall include provisions customarily required by lenders in stadium financings.

## VII. **Additional Considerations, Conditions and Criteria**

- A. **Corporate Headquarters.** If the Team elects to construct a new corporate headquarters and/or training complex, such development shall occur in the County. The Team shall not make a significant investment that effectively constitutes a new corporate headquarters or training facility at the existing Winter Park facility (excluding maintenance, ordinary or necessary repairs and substantial repair or replacement resulting from Force Majeure events).

- B. **Governing Agreement.** Before any public funds are raised, there shall either be a governing agreement between the National Football League and its players that allows NFL games to be played in 2011, or there shall otherwise be a reasonable expectation that NFL games will be played in 2011 absent such agreement.
- C. **Sales Tax Exemption.** The County and Team shall jointly seek to exempt from sales taxes building materials purchased for the Stadium and related improvements.
- D. **Special Taxes and Fees.** The County will not impose any special taxes, fees, or other surcharges specific to the Stadium, Team, Team personnel or TCAAP site (such as sales, admissions, parking or other taxes). The County bonds will not be secured by the Stadium or its revenues.
- E. **Maximum Price Contract.** The County and Team shall jointly seek legislation permitting a guaranteed maximum price contract with a contractor and permitting relief from certain aspects of the State's bidding and bonding laws.
- F. **No Referendum.** No referendum shall be required for the County to issue bonds or levy the aforementioned taxes to pay the bonds.
- G. **Hiring and Recruitment.** The Authority shall make every effort to employ women and members of minority communities when hiring. The Authority shall make good faith efforts to engage qualified women, minority owned, and small business enterprise contractors.
- H. **Business Community.** Certain sales thresholds are to be attained from the Business Community with regard to sales of luxury suites, club seats, naming rights, sponsorships and advertising.
- I. **Other Required Agreements.** The Authority must negotiate a public sector project labor agreement or other agreement to prevent strikes and lockouts that could halt or delay construction of the Stadium. To protect its interest in the uninterrupted receipt of revenue from the risk of labor disruption, the Authority shall require the Team to negotiate a labor peace agreement covering Stadium hospitality workers.
- J. **Personal Seat Licenses.** The Authority shall own and retain the exclusive right to sell PSLs to the Stadium, although the Authority shall retain the Team to act as the Authority's agent in marketing and selling such licenses.
- K. **Team Related Entities.** Any of the obligations set forth herein that are related to Stadium design, development, construction, operation or management by the Team may be performed by the Team or a related entity, and the Team or any entity related to the Team may receive any revenues to which the Team is entitled hereunder; provided, however, the Team shall remain liable if any obligations are assigned to a related entity.
- L. **Negotiation of Definitive Documentation.** The Parties agree to cooperate and work together in good faith to achieve the goals described in the terms set forth

above and to enter into definitive documentation. The definitive transaction documents shall include appropriate indemnification provisions.

M. **Negotiation with State.** The Parties agree that the State is an indispensable third party to this negotiation and that the terms of this Agreement are subject to approval by the State.

N. **Conditions Precedent and “Walk-Away” Rights.** Either Party may terminate this agreement if the following items are not addressed in a satisfactory manner (timing and expense reimbursement for the Parties to be determined):

1. Timing, terms, and costs associated with the acquisition of the TCAAP Site from the U.S. Army.
2. Timing, terms and costs associated with the remediation of the TCAAP Site to commercial/industrial standard.
3. Provision for sufficient funding and a reasonably acceptable plan for completing off-site transportation infrastructure improvements.
4. Financing terms and conditions related to the issuance of the County bonds and Team debt reasonably acceptable to the Parties to allow the Parties to meet the capital contributions required in Attachment A.
5. Timing and level of Business Community support acceptable to the Team.
6. These Principles of Agreement and all of the rights and obligations hereunder may be terminated by either Party if, (i) State legislation providing for financing of the Stadium project has not been passed by July 1<sup>st</sup>, 2011 or (ii) the Governor of the State publicly opposes State financing of the project or other significant elements of this agreement, including off-site transportation infrastructure improvements, unless the Parties otherwise agree to continue.

## RAMSEY COUNTY/MINNESOTA VIKINGS

### PRINCIPLES OF AGREEMENT FOR THE DEVELOPMENT OF A NEW MULTI-PURPOSE STADIUM

#### ATTACHMENT A

<u>Sources of Funds</u>			
Public			650,000,000
State	300,000,000		
County	350,000,000		
Other	0		
Team/Private Contribution			407,050,847
<b>Total</b>			<b>1,057,050,847</b>
<u>Uses of Funds</u>			
Stadium			884,070,675
Stadium Improvements	670,315,779		
Stadium Retractable Roof	205,500,000		
Stadium Related Site Impacts (Including Excavation, Foundation, Etc.)	8,254,896		
On-Site Infrastructure			58,409,776
Site Preparation/Subsurface	7,449,664		
Utilities/Energy	29,880,784		
Site Finishes	10,279,328		
Street Improvements (On-Site)	10,800,000		
On-Site Street Improvements		10,800,000	
Project Share of On-Site Street Improvements	6,530,233		
Team Share of On-Site Street Improvements	4,269,767		
Off-Site Infrastructure			12,445,244
Pedestrian Access and Area Improvements	8,945,244		
Utility Infrastructure	3,500,000		
Parking (Including Interior Circulation)			87,125,152
Site Acquisition/Remediation (Net)			30,000,000
Site Acquisition/Remediation		30,000,000	
Project Share of Site Acquisition/Remediation	18,139,535		
Team Share of Site Acquisition/Remediation	11,860,465		
Metrodome Reserve/Land Sale			(15,000,000)
<b>Total Project Costs</b>			<b>1,057,050,847</b>
<b>Net Surplus/(Deficit)</b>			<b>0</b>

Sources: M.A. Mortenson Company/Minnesota Vikings.