

BALLPARK USE AGREEMENT
BY AND BETWEEN
CITY OF SAINT PAUL
AND
ST. PAUL SAINTS BASEBALL CLUB, INC.

DATED AS OF OCTOBER 23, 2013

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINED TERMS.....	2
Section 1.1 <u>Defined Terms.</u>	2
Section 1.2 <u>Construction of Terms.</u>	17
ARTICLE II GRANT OF RIGHTS; TERM; AND CITY COVENANTS	17
Section 2.1 <u>Grant.</u>	17
Section 2.2 <u>Term.</u>	18
Section 2.3 <u>City Covenants.</u>	18
ARTICLE III FINANCIAL MATTERS	19
Section 3.1 <u>Rent.</u>	19
Section 3.2 <u>Ballpark Rent.</u>	19
Section 3.3 <u>Capital Cost Payment.</u>	20
Section 3.4 <u>Interest and Late Fees.</u>	21
Section 3.5 <u>Financial Information.</u>	21
Section 3.6 <u>Real or Personal Property Taxes.</u>	23
Section 3.7 <u>Tax Compliance.</u>	23
Section 3.8 <u>Use of References and Logos in Offering Documents.</u>	23
ARTICLE IV OWNERSHIP AND USE OF THE BALLPARK.....	23
Section 4.1 <u>Ownership of Ballpark.</u>	23
Section 4.2 <u>Saints' Permitted Use.</u>	23
Section 4.3 <u>Saints Home Games at Ballpark.</u>	24
Section 4.4 <u>Use and Scheduling.</u>	24
Section 4.5 <u>City Access.</u>	26
ARTICLE V ASSIGNMENT, SUBLETTING; REMOVAL OF PROPERTY; SURRENDER.....	26
Section 5.1 <u>General Restrictions on Assignment and Subletting.</u>	26
Section 5.2 <u>Assignments; Procedure.</u>	27
Section 5.3 <u>Removal or Disposition of Ballpark Personalty.</u>	28
Section 5.4 <u>Surrender of the Ballpark.</u>	28
ARTICLE VI OPERATIONS.....	29
Section 6.1 <u>Operation and Management of Ballpark and Appurtenant Area.</u>	29
Section 6.2 <u>Use and Operation Covenants.</u>	30
Section 6.3 <u>Liquor Licenses.</u>	32
Section 6.4 <u>Revenue Sharing.</u>	32
Section 6.5 <u>Naming Rights.</u>	33
Section 6.6 <u>Advertising.</u>	34
Section 6.7 <u>Broadcast Rights.</u>	34
Section 6.8 <u>Communication System.</u>	34
Section 6.9 <u>Royalty Free License.</u>	35

Section 6.10	<u>Operation of Concessions.</u>	35
Section 6.11	<u>State Grant Agreement Requirements.</u>	36
ARTICLE VII OPERATIONS COVENANTS		36
Section 7.1	<u>Interference with Franchise/Corporate Existence.</u>	36
Section 7.2	<u>Participation in Sale Proceeds.</u>	37
Section 7.3	<u>Continued Use of Midway Stadium.</u>	40
ARTICLE VIII CAPITAL IMPROVEMENTS, BUILDING ENHANCEMENTS AND ALTERATIONS		40
Section 8.1	<u>Capital Improvements.</u>	40
Section 8.2	<u>Capital Expenditure Reserve Fund.</u>	40
Section 8.3	<u>Short-Term and Long-Term Capital Improvement Plan.</u>	41
Section 8.4	<u>Performance of Capital Improvements.</u>	41
Section 8.5	<u>Building Enhancements.</u>	42
Section 8.6	<u>Alterations.</u>	43
Section 8.7	<u>Title to Alterations, Building Enhancements and Capital Improvements.</u>	43
Section 8.8	<u>Emergency Repairs.</u>	44
Section 8.9	<u>City's and Other Governmental Access.</u>	44
Section 8.10	<u>Liens.</u>	44
ARTICLE IX INDEMNIFICATION		45
Section 9.1	<u>Indemnification and Payment of Damages by Saints.</u>	45
Section 9.2	<u>Additional Indemnification by Saints.</u>	45
ARTICLE X INSURANCE; RESTORATION		45
Section 10.1	<u>Insurance.</u>	45
Section 10.2	<u>Restoration.</u>	47
ARTICLE XI EMINENT DOMAIN		47
Section 11.1	<u>Termination for Condemnation.</u>	47
Section 11.2	<u>Allocation of Award.</u>	48
Section 11.3	<u>Performance of Work.</u>	48
Section 11.4	<u>Temporary Taking.</u>	48
ARTICLE XII ENVIRONMENTAL MATTERS		49
Section 12.1	<u>Covenants of the Parties.</u>	49
Section 12.2	<u>Saints Indemnity of City.</u>	49
ARTICLE XIII DEFAULT AND REMEDIES		50
Section 13.1	<u>Saints Events of Default.</u>	50
Section 13.2	<u>City Events of Default.</u>	51
Section 13.3	<u>Remedies Upon Saints Event of Default.</u>	51
Section 13.4	<u>Remedies Upon City Event of Default.</u>	52
Section 13.5	<u>Injunctive Relief; Specific Performance.</u>	52
Section 13.6	<u>Remedies Cumulative; Limitations on Saints' Remedies; Waiver.</u>	53

Section 13.7	<u>No Termination of Agreement</u>	53
Section 13.8	<u>Notice of Material Breach</u>	54
Section 13.9	<u>Limited Recourse Obligations of City; Members and Officers Not Liable</u>	54
Section 13.10	<u>Ballpark Rent Defaults; Guaranty</u>	54
ARTICLE XIV REPRESENTATIONS AND WARRANTIES.....		55
Section 14.1	<u>Representations and Warranties of City</u>	55
Section 14.2	<u>Representations and Warranties of Saints</u>	56
ARTICLE XV MISCELLANEOUS.....		57
Section 15.1	<u>Recording of this Agreement</u>	57
Section 15.2	<u>Further Actions</u>	57
Section 15.3	<u>Good Faith</u>	57
Section 15.4	<u>Notice of Matters</u>	58
Section 15.5	<u>Form of Notices; Addresses</u>	58
Section 15.6	<u>Force Majeure</u>	59
Section 15.7	<u>Calculation of Time</u>	59
Section 15.8	<u>Time is of the Essence</u>	59
Section 15.9	<u>Incorporation by Reference</u>	59
Section 15.10	<u>Entire Agreement</u>	59
Section 15.11	<u>Amendment</u>	60
Section 15.12	<u>Binding Effect; Assignment</u>	60
Section 15.13	<u>Headings</u>	60
Section 15.14	<u>No Presumption Against Drafter</u>	60
Section 15.15	<u>Severability</u>	60
Section 15.16	<u>Third Party Beneficiaries</u>	60
Section 15.17	<u>Governing Law; Venue</u>	60
Section 15.18	<u>Counterparts</u>	61
Section 15.19	<u>Relationship of Parties</u>	61
Section 15.20	<u>Dispute Resolution</u>	61
Section 15.21	<u>Approval</u>	61
Section 15.22	<u>Nondiscrimination</u>	61
Section 15.23	<u>Estoppel Certificate</u>	62
Section 15.24	<u>Approval of League</u>	62
Section 15.25	<u>Saints Subject to League</u>	62
Section 15.26	<u>Termination Prior to Commencement of Term</u>	63
Section 15.27	<u>Compliance as to Bonds</u>	63
Section 15.28	<u>Development Agreement</u>	63
Section 15.29	<u>No Waiver of City Immunity or Liability</u>	63
Section 15.30	<u>Conformity with the Act and State Grant Program</u>	64
Section 15.31	<u>Data Practices Act</u>	64

EXHIBITS

EXHIBIT A	INFORMATION FOR AND FORM OF ANNUAL MAINTENANCE PLAN
EXHIBIT B	APPURTENANT AREA PLAN
EXHIBIT C	PROHIBITED ADVERTISING
EXHIBIT D	DESCRIPTION OF SITE
EXHIBIT E	SITE PLAN
EXHIBIT F	FORM OF ACKNOWLEDGMENT OF COMMENCEMENT DATE
EXHIBIT G	ADVERTISING AND NAMING RIGHTS STANDARDS
EXHIBIT H	LITIGATION
EXHIBIT I	FORM OF MEMORANDUM OF AGREEMENT
EXHIBIT J	FORM OF NOTICE OF SALE OR EXEMPT TRANSFER
EXHIBIT K	FORM OF GUARANTY
EXHIBIT L	FORM OF REVENUE SHARING REPORT
EXHIBIT M	BALLPARK FEE STRUCTURE
EXHIBIT N	FORM OF CERTIFICATE

BALLPARK USE AGREEMENT

THIS BALLPARK USE AGREEMENT (this “Agreement”) is made as of the 23rd day of October, 2013, by and between the City of Saint Paul, a municipal corporation of the State of Minnesota (the “City”), and St. Paul Saints Baseball Club, Inc., a Minnesota corporation (the “Saints”).

RECITALS:

A. The City currently operates programs of youth and community recreation at Midway Stadium (as defined below), in accordance with the Act (as defined below).

B. The Saints operate a professional baseball team in the City of Saint Paul, Minnesota and are currently a member of the American Association of Independent Professional Baseball Leagues, a professional baseball league.

C. Minnesota Statutes section 116J.433, as such statute may be amended, modified, or replaced from time to time, established the business development through capital projects grant program, which provided for the making of competitive grants to local governmental units for eligible projects and public infrastructure to support an eligible project. The City has applied for and received a conditional commitment from the State to make such a grant for the Project (as defined below) pursuant to the State Grant Agreement (as defined below).

D. The City has determined that the financing, construction, and operation of a new multi-purpose regional ballpark and related infrastructure as a venue for the Saints and a broad range of civic, community, athletic, educational, cultural, and commercial activities, including professional and amateur baseball, are in the best interests of the City and serve a public purpose.

E. To provide for the planning, acquisition, design, financing, development, and construction of the Project and operation of the Ballpark (as defined below) and related activities constituting the Project prior to its completion, the City and the Saints have entered into the Development Agreement (as defined below) contemporaneously with the execution of this Agreement.

F. This Agreement is the use agreement between the City and the Saints contemplated by the Development Agreement.

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

ARTICLE I
DEFINED TERMS

Section 1.1 Defined Terms.

In addition to other terms defined herein, the following terms used in this Agreement shall have the meaning set forth below:

“401 Parcel” shall have the meaning set forth in Section 4.1 hereof.

“Act” shall mean Minnesota Statutes sections 471.15 through 471.191, as enacted or hereafter amended or supplemented, and including any successor law, providing for, among other things, the operation and financing of youth and community recreation programs and facilities.

“Advertising” shall mean, collectively, all advertising, sponsorship, and promotional activity, signage, designations (including “pouring rights” or similar designations and rights of exclusivity and priority), messages and displays of every kind and nature, whether now existing or developed in the future, including permanent, non-permanent, and transitory signage, or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures, or equipment (such as scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion, blocking and other forms of virtual signage; sponsor-identified projected images; advertising on or in schedules, admission tickets, and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by Concessionaires or personnel engaged in the operation of any Event; logo, slogan or other forms of advertising affixed to or included with cups, hats, T-shirts, and similar items; advertising of Concessions; advertising through Broadcast Rights; and other Concessions, promotional or premium items.

“Advertising and Naming Rights Standards” shall mean those standards for Advertising, Advertising Rights and Naming Rights as set forth in Exhibit G.

“Advertising Rights” shall mean the right to display, control, conduct, lease, permit, sell and enter into agreements regarding the display of Advertising in any portions of the interior or exterior of the Ballpark or Appurtenant Area.

“Agents” shall mean the permitted invitees, licensees, partners, members, shareholders, directors, governors, officers, employees and agents of either Party or a specific Party, and their respective successors and assigns.

“Agreement” shall mean this Ballpark Use Agreement by and between the City and the Saints, as the same may be amended, modified or supplemental from time to time.

“Alterations” shall mean any alterations, additions, modifications or improvements to the Ballpark or Appurtenant Area that do not constitute Capital Improvements.

“Annual Gross Ballpark Revenues” shall mean all revenues of every kind and description arising from or relating to the use, occupancy, operation or existence of and from the Ballpark, paid to or received by or on behalf of the Saints or any Person controlled by the Saints, including revenue from: (a) the sale of gate admission tickets, season tickets, group tickets, suite rentals and club seating; (b) Advertising and sponsorship, including Naming Rights, Ballpark and other signage, radio/television, scoreboard, promotional, concessions, group catering, suite catering, souvenirs and pour rights; (c) Concessions and merchandise; (d) game day and special event parking; (e) rental events; and (f) on-site youth baseball camps. Annual Gross Ballpark Revenues shall also include the fair market value of all non-cash or in-kind contributions or exchanges of services or tangible items, except non-cash or in-kind contributions or exchanges received in connection with barter arrangements, which will be reported separately and shown, to the extent required, in the Barter Transactions Report, and from charitable donations or events where such revenues go to such charity or charities.

“Annual Maintenance Plan” shall mean the written plan containing the information and in the form attached as Exhibit A for Ordinary Maintenance for each year submitted to the City by the Saints pursuant to Section 6.1 hereof, identifying (a) the items of Ordinary Maintenance proposed to be performed, (b) Ordinary Maintenance that has been performed in the previous twelve (12) months, and (c) Ordinary Maintenance planned to be performed for the next twelve (12) months. The Annual Maintenance Plan will also list identified repairs needed, their status and timetable for completion.

“Annual Net Ballpark Revenues” shall mean an amount equal to Annual Gross Ballpark Revenues less annual Operating Expenses measured during the same time period as Annual Gross Ballpark Revenues, all as shown on the Revenue Sharing Report. Annual Net Ballpark Revenues may also be subject to reduction to the extent that the Parties mutually agree to use all or a portion of amounts received by the Saints for the use or improvement of the Ballpark; provided, however, that (a) such reduction from Annual Net Ballpark Revenues cannot be taken for any item that was previously expensed or will be subsequently expensed, and (b) any such improvement to the Ballpark will become part of the Ballpark and be surrendered upon the expiration or termination of this Agreement (by lapse of time or otherwise).

“Appurtenant Area” shall mean the plaza, sidewalks, adjacent areas, and any other areas as defined and determined by the City and the Saints, as depicted in Exhibit B. The dog park depicted in Exhibit B is not part of the Appurtenant Area.

“Asset Sale” shall mean a sale by the Saints of all or substantially all of the property and assets of the Saints used in the operation of the Franchise.

“Assign” or “Assignment” shall have the meaning set forth in Section 5.1 hereof.

“Ballpark” shall mean the new regional ballpark as defined in and constructed pursuant to the Development Agreement. The Ballpark is a municipal stadium as set forth in Minnesota Statutes section 272.01, subdivision 2(b)(1), as such statute may be amended, modified, or replaced from time to time.

“Ballpark Bonds” shall have the meaning set forth in the Development Agreement.

“Ballpark Fee Structure” shall mean the rental fee or other similar charges for use of the Ballpark or Appurtenant Area, the initial form of which is attached to this Agreement as Exhibit M.

“Ballpark Final Design” shall mean the design of the Project reflected in the Project Design Documents (as defined in the Development Agreement).

“Ballpark Personalty” shall mean: (a) all improvements, fixtures, furnishings, equipment and other personal property constructed, installed or placed in or upon (and constituting part of) the Ballpark, Appurtenant Area, Infrastructure or Site in accordance with the Construction Documents and Change Orders (as such terms are defined in the Development Agreement) in connection with the construction of the Ballpark, Appurtenant Area, Infrastructure or Site and paid for through the Project Funds (as defined in the Development Agreement); (b) repairs, modifications or replacements of or to any of the items described in clause (a), whether characterized as Ordinary Maintenance, Capital Improvements, Alterations, Emergency Repairs, Building Enhancements, restoration under Section 10.2 or otherwise and regardless of the source of funds or source of payment therefor; (c) all improvements, fixtures, furnishings, equipment and other personal property constructed, installed or placed in or upon (and constituting part of) the Ballpark, Appurtenant Area, Infrastructure or Site and repairs, modifications or replacements thereof or thereto paid for from the Capital Expenditure Reserve Fund; and (d) all Alterations and Building Enhancements, including fixtures, furnishings, equipment and other personal property installed or placed in or upon the Ballpark, Appurtenant Area, Infrastructure or the Site as part of an Alteration. For the avoidance of doubt, Ballpark Personalty does not include the Saints Property.

“Ballpark Rent” shall have the meaning set forth in Section 3.2 hereof.

“Barter Transactions Report” shall have the meaning set forth in Section 3.5 hereof.

“Broadcast Rights” shall mean the rights and other fees and arrangements relating to the production and distribution of Events for commercial televisions, noncommercial televisions (by over-the-air, cable or otherwise), internet and other interactive media, and any other media hereinafter available whether or not within the current contemplation of the Parties, including direct sales of Advertising, radio broadcast or any other media fees and revenues, and any income attributable to such broadcasts (whether in or out of the local market).

“Building Enhancement Fund” shall mean the Ballpark Building Enhancement Fund established by the City pursuant to the terms of Section 8.5 hereof, into which certain payments made to the City pursuant to Section 7.2 hereof will be deposited, for purpose of funding Building Enhancements.

“Building Enhancements” shall mean any alterations, enhancements, additions or improvements to the Ballpark or Appurtenant Area which are funded from the Building Enhancement Fund at the recommendation of the Saints, subject to the City’s approval.

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

“Capital Cost Payment” shall have the meaning set forth in Section 3.3 hereof.

“Capital Expenditure Reserve Fund” shall mean the Ballpark Capital Expenditure Reserve Fund established by the City pursuant to the terms of Section 8.2 hereof, into which the Capital Cost Payments and certain other amounts will be deposited for the purpose of funding Capital Improvements to the Ballpark and the Appurtenant Area.

“Capital Improvement Plan” shall mean the short-term and long-term capital improvement plan for each Year submitted to the City by the Saints pursuant to Section 8.3. The short-term portion of the plan shall identify the Capital Improvements to be performed during the upcoming Year and the next succeeding Year, and shall for each such Year identify, (a) the items of work proposed to be performed, (b) cost estimates for each item of work proposed, and (c) a timetable for completion of each item of proposed work.

“Capital Improvements” shall mean:

(a) all capital modifications, replacements or additions to the Ballpark that are reasonably necessary to keep the Ballpark and Appurtenant Area in the first-class condition required by this Agreement or to prevent the facilities and amenities of the Ballpark and Appurtenant Area from becoming materially outdated or obsolete;

(b) all work, the cost of which may properly be capitalized under GAAP, that is reasonably required to be performed in and about the Ballpark and Appurtenant Area to repair, restore or replace any elements of the Ballpark and Appurtenant Area necessitated by any damage, destruction, ordinary wear and tear or obsolescence, including:

(i) repairs, the cost of which may properly be capitalized under GAAP;

(ii) capital replacements, modifications or additions as are required by the League;

(iii) capital repairs and replacements that are reasonably necessary to maintain the foundation and structural integrity of the Ballpark, and preserve its usefulness for the purposes for which it is being used hereunder;

(iv) capital replacements, modifications or additions as are required by Laws; provided, however, that no modifications or additions that should have been made so as to cause the Ballpark or Appurtenant Area to comply with Laws as of the time of construction of the Ballpark or Appurtenant Area shall be deemed to be Capital Improvements;

(v) capital replacements, modifications or additions reasonably required by the City’s or the Saints’ insurance carriers as a condition to its willingness to provide or continue to provide insurance at commercially reasonable rates (taking into account the type of facility, use and geographic location of the Ballpark and Appurtenant Area and provided further that the City’s or the Saints’ insurance carriers regularly insure publicly owned arenas and stadia comparable to the Ballpark);

(vi) painting of, or application of sealants, waterproofing and protective coatings to, substantial areas of the Ballpark or Appurtenant Area; provided, however, that no such work shall be deemed to be Capital Improvements if required to be performed within five (5) years after the prior painting or application of protective coatings to such area;

(vii) replacement of substantial amounts of carpeting; provided, however, that no such replacements to the suites and club levels and other public areas of the Ballpark shall be deemed to be Capital Improvements if required within five (5) years after initial installation or the prior replacement and no such replacements in other areas of the Ballpark shall be deemed to be Capital Improvements if required within seven (7) years after initial installation or the prior replacement;

(viii) to the extent necessitated by ordinary wear and tear, replacement of Ballpark seats, seat standards, or the concrete into which the seat is affixed;

(ix) replacement or upgrades of major components to the field lighting;

(x) replacement or upgrades of major components of the Communication System;

(xi) replacement or upgrades of any exterior message board, if the same is permitted by Law and added to the Ballpark or Appurtenant Area;

(xii) replacement of all windows and other glass broken due to settling;

(xiii) non-routine repairs to, or replacement of, cracked or disintegrated concrete, broken pipes, or leaking roof or sections thereof;

(xiv) cleaning of the exterior facade of the Ballpark no more often than once every seven (7) years;

(xv) capital repairs to and replacements of mechanical, electrical, HVAC and plumbing systems; and

(xvi) resodding or replacement of fifty percent (50%) or more of the playing field, unless the same is required due to damage to the playing field caused by abnormal wear and tear related to League Events or Saints Other Events, other than a baseball game.

Capital Improvements do not include Ordinary Maintenance or Alterations. Excluded from Capital Improvements are: (A) repairs or replacements necessitated by the Saints' failure to follow, in any material respect, terms and provisions of any maintenance manuals relating to the item of work in question; and (B) repairs or replacements necessitated by construction defects or designs defects.

“Capital Infusion” shall mean a reduction in the proportionate Ownership Interest of a Primary Owner caused by issuance by the Saints of, or direct or indirect transfer by the Saints of,

an Ownership Interest or Ownership Interests, the proceeds of which issuance or transfer are not distributed, directly or indirectly, to any Current Owner or any Exempt Transferee of any Current Owner, except to repay loans made to the Saints by any Current Owner or any Exempt Transferee of any Current Owner to fund Saints' business purposes.

“City” shall mean the City of Saint Paul, a municipal corporation of the State of Minnesota.

“City Event of Default” shall have the meaning set forth in Section 13.2 hereof

“City Events” shall mean all City-sponsored events at the Ballpark, scheduled in accordance with Section 4.5 hereof.

“City Indemnified Persons” shall mean the City and its elected officials, appointed officials, boards or agencies, representatives, members, officers, employees, agents and attorneys.

“City Loan” shall have the meaning set forth in the Development Agreement.

“Claim” shall mean any claim, demand or dispute between the Parties relating to this Agreement, including any Environmental Complaint.

“Commencement Date” shall mean the date that is the earlier of (a) the date on which the Saints have commenced occupancy of the Ballpark pursuant to this Agreement, or (b) the date on which the following have occurred: (i) the Design/Builder (as defined in the Development Agreement) has issued to the City a certificate of Substantial Completion; and (ii) a temporary certificate of occupancy has been issued.

“Commissioner” shall have the meaning set forth in Section 6.1 hereof.

“Communication System” shall mean the internal broadcasting system at the Ballpark, including public address system, scoreboards, game clocks, televisions, matrix boards, loudspeaker systems, public address systems, timers, clocks, message centers (including electronic message boards), video screens, signs, marquee, and any other facilities within the Ballpark designed to communicate with spectators at Events (and all control rooms and equipment rooms for the same).

“Concession Operations” shall mean the exercise and operation of Concession Rights at the Ballpark.

“Concession Rights” shall mean, collectively, the right to sell, display, distribute and store Concessions and to conduct catering and banquet sales and services (including catering service with respect to suites, private clubs, restaurants and party areas) within the Ballpark.

“Concessionaire” shall have the meaning set forth in Section 6.10 hereof.

“Concessions” shall mean all food and beverages, novelties and merchandise, or other such products sold by the Saints or a designated Concessionaire at the Ballpark.

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

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

“Controlling Interest” shall mean an Ownership Interest or Ownership Interests constituting in the aggregate more than 50.0% of all Ownership Interests in the Saints.

“Controlling Interest Sale” shall mean (a) any Sale of a Controlling Interest by one or more Primary Owners or Minority Owners or one or more Exempt Transferees of one or more Primary Owners or Minority Owners, or (b) an Asset Sale.

“CPI Increases” shall mean increases, calculated from January 1 of the calendar year in which this Agreement commences to such date as may be relevant, in the index known as the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, United States City Average, All items (1982-84=100) (the “CPI”) or the successor index that most closely approximates the CPI as selected by the City.

“Current Owners” shall mean the owners of an Ownership Interest, including the Primary Owners and the Minority Owners, as of April 4, 2013.

“Damages” shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys’ fees, whether the action is for money damages, or for equitable or declaratory relief. In no event shall Damages against either Party include incidental or consequential damages.

“DEED” shall have the meaning set forth in Section 6.1 hereof.

“Development Agreement” shall mean that certain Development Agreement between the City and the Saints, dated as of the date of this Agreement, as the same may be amended, modified or supplemented from time to time.

“Emergency Repairs” shall mean any repairs, maintenance, modifications or improvements which, if not immediately made, would endanger the health and safety of the people working in or attending an Event in the Ballpark, would cause imminent damage to any significant component of the Ballpark, or would render the Ballpark or any material portion of its mechanical, electrical or plumbing systems or other significant component thereof unusable for previously scheduled Events.

“Environmental Complaint” shall mean any written complaint by any Person or Governmental Authority setting forth a cause of action for personal injury or property damage, natural resource damage, contribution or indemnity for response costs, civil or administrative

penalties, criminal fines or penalties, or declaratory or equitable relief arising under any Environmental Law or any order, notice of violation, citation, subpoena, request for information, or other written notice or demand of any type issued by any Governmental Authority pursuant to any Environmental Law.

“Environmental Law” shall mean all Laws, including any consent decrees, settlement agreements, judgments, or orders issued by or entered into with a Governmental Authority pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment; (c) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Regulated Substances; (d) the presence of Contamination; or (e) the protection of endangered or threatened species.

“Event” or “Events” shall mean League Events, Saints Home Games, Saints Other Events, City Events, and any other events at the Ballpark.

“Exempt Transfer” shall have the meaning set forth in Section 7.2(d) hereof.

“Exempt Transferee” shall mean the following:

(a) with respect to any individual who is a Current Owner, (i) the spouse of such individual, or (ii) any parent, sibling, grandparent or lineal descendent of such individual, and their respective spouses;

(b) any foundation, created by any individual who is a Current Owner or any spouse or lineal descendant of such individual and which is exempt from federal taxation pursuant to Section 501(c)(3) or similar provision of the Internal Revenue Code;

(c) any trust, all of the beneficiaries of which are Persons described in clauses (a) or (b) of this paragraph; or

(d) a Person in which one or more of the Persons described in clauses (a), (b) or (c) or this paragraph directly or indirectly hold or are beneficiaries of 100% of the voting and equity interests.

“Expenses of Sale” shall mean commissions and other fees and transactional costs, including transfer and similar fees imposed by professional baseball authorities, which are incurred directly in connection with any Sale; provided, however, that in no event may income taxes imposed on an owner in connection with a Sale or a portion of marketing expenses paid by the Saints to market the Saints be treated as Expenses of Sale.

“Expiration Date” shall mean the date that is the last day of the Term.

“First Pitch” shall mean the earlier to occur of: (a) the first (1st) pitch of the first (1st) regular Season professional League baseball game played at the Ballpark during the Term of the Agreement; or (b) September 30, 2015.

“Force Majeure” shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities

of government, insurrection, or other civil commotion, governmental action, material shortages, Work Stoppages, or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder. Unavailability of funds shall not constitute Force Majeure.

“Franchise” shall mean the rights granted to the Saints by the League to own and operate a League team and to play League games within a defined geographic area that includes the City of Saint Paul, Minnesota.

“GAAP” shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, which are applicable to the circumstance as of the date of determination.

“Government Securities” shall mean: (a) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America for the full and timely payments thereof; (b) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which had been or may hereafter be created by or pursuant to an act of Congress of the United States as an agency or instrumentality thereof, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America as to full and timely payment of the principal of and interest thereon; and (c) any certificates or other evidences of a direct ownership interest in obligations of the character described in clauses (a) and (b) hereof or consisting solely of the principal thereof or solely of the interest thereon, which certificates or other evidences are maintained in the records of the Federal Reserve and are held by a custodian, provided that Government Securities shall not include any unit investment trusts, money market mutual funds, or other mutual funds.

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

“Governmental Program” shall mean the production and presentation of minor league, professional league and amateur league baseball and a broad range of civic, community, athletic, educational, cultural and commercial activities, and related and ancillary uses of the Ballpark and Appurtenant Area, as contemplated by this Agreement.

“Governmental Program Evaluation” shall have the meaning set forth in Section 6.1 hereof.

“Guarantors” shall mean the Primary Owners.

“Guaranty” shall mean, individually and collectively, the joint and several personal guaranties of the Guarantors in the amount of the maximum annual debt service on the Taxable

Limited Tax - Supported Ballpark Revenue Bonds, Series 2013, executed by the Guarantors pursuant to the Development Agreement, in the form attached as Exhibit K.

“Infrastructure” shall mean off-Site roads, bike paths and other related infrastructure deemed necessary and desirable by the City, after consultation with the Saints, to facilitate the use and development of the Ballpark.

“Law” or “Laws” shall mean any law, statute, code, ordinance, rule, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

“League” shall mean the American Association of Independent Professional Baseball Leagues, an independent professional baseball league, in which the Saints currently hold a membership, or any successor or other league in which the Saints hold a membership from time to time.

“League Entities” shall have the meaning set forth in Section 15.25 hereof.

“League Events” shall mean any League baseball-related events scheduled by the Saints or the League, including League all star games and excluding Saints Home Games.

“League Rules and Regulations” shall mean, collectively, the constitution, bylaws, affiliation agreements and any other rules, guidelines, regulations or requirements of the Office of the League Commissioner, the League Commissioner, the League owners, or any other Person appointed by any of the foregoing that are generally applicable to League clubs, as applicable, all as the same now exist or may be amended or adopted in the future.

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

“Manage” or “Management” shall mean manage, coordinate, control, operate and supervise the conduct and operation of the ordinary and usual business and affairs pertaining to or necessary for the proper operation, maintenance and management of the Ballpark and Appurtenant Area, as applicable, all in accordance with the terms and provisions of this Agreement.

“Midway Stadium” shall mean the municipal stadium located at 1771 Energy Park Drive, Saint Paul, Minnesota 55108, owned by the City, used in part by the Saints for professional league baseball, and used by other users for a broad range of civic, community, athletic, educational, cultural, and commercial activities, including amateur baseball.

“Minority Owner” shall mean any Current Owner who is not a Primary Owner.

“Naming Rights” shall mean the right to grant the privilege to, or to sell to, any third-party or parties the right to name and rename all or separately name and rename any portions of the interior or exterior of the Ballpark or Appurtenant Area.

“Operating Budget” shall mean the budget for Operating Expenses developed by the Saints that clearly shows that forecast revenues along with other funds available for the operation of the Ballpark and Appurtenant Area (from all sources) will be equal to or greater than forecast Operating Expenses for each year, and that is approved by the City.

“Operating Expenses” shall mean all ordinary and necessary business expenses incurred by the Saints in the conduct of the Saints activities at the Ballpark and with respect to the Management and Ordinary Maintenance of the Ballpark and Appurtenant Area, particularly with respect to the performance of its duties hereunder, and including the categories shown on the Revenue Sharing Report and the following:

- (a) all compensation, salaries, benefits and payroll taxes of personnel hired or retained by or on behalf of the Saints to carry out the Saints’ responsibilities hereunder;
- (b) all out-of-pocket expenditures and overhead and administrative costs incurred by the Saints in connection with its responsibilities hereunder and under the Trust Documents, excluding expenses incurred in connection with barter arrangements, which will be reported separately and shown, to the extent required, in the Barter Transactions Report;
- (c) all federal, state and local taxes on the Saints’ operations, including any admission taxes payable with respect to Events or by the Saints by Law or under this Agreement;
- (d) Real or Personal Property Taxes required to be paid by the Saints as provided by Section 3.6;
- (e) all expenses for obtaining, maintaining and causing to be maintained all necessary Permits for the operation of the Ballpark and Appurtenant Area;
- (f) interest, except any interest on the Loan (as defined in the Guaranty) or related to borrowing to fund the Saints \$1.5M Contribution or any cash portion of the Saints Additional Contribution;
- (g) sales and use taxes to the extent not already included in any of the categories above; and
- (h) depreciation and amortization of Saints Property only, except to the extent that the same has been or will be expensed.

“Operating Plan” shall mean the Operating Plan to be developed and periodically updated by the Saints and approved by the City, as more fully described in Section 6.1.

“Ordinary Maintenance” shall mean the timely provision of all labor and materials that are required to (a) keep the Ballpark and Appurtenant Area in first-class condition and good order and repair and (b) keep the Ballpark and Appurtenant Area clean and free of debris.

Ordinary Maintenance shall not include Capital Improvements. Ordinary Maintenance shall include the following:

- (i) regular, periodic maintenance procedures stipulated or recommended in operating manuals or warranties for Ballpark components or which, if not so stipulated or recommended, are performed by prudent owners or operators of similar facilities;
- (ii) routine maintenance of plumbing systems, electrical and lighting systems, mechanical systems or heating, ventilation or air conditioning systems, including periodic cleaning, lubrication and changing of filters or similar consumable components;
- (iii) routine maintenance and repair of the Communication System;
- (iv) groundskeeping and maintenance of the surface of the playing field, foul territories, warning tracks and bullpens, including mowing, seeding, fertilizing, watering, marking lines, installing and removing bases and the pitcher's mound, and patching of sod;
- (v) changing of light bulbs, fuses and circuit-breakers as they burn out;
- (vi) cleaning all portions of the Ballpark and the Appurtenant Area;
- (vii) regular maintenance and repair of elevators and escalators;
- (viii) mowing, fertilizing, watering, pruning and otherwise maintaining all landscaping;
- (ix) sealcoating, striping and restriping of parking areas that are within the Ballpark or within areas under the exclusive control of the Saints;
- (x) washing of the interior and exterior of windows twice annually;
- (xi) readying the playing field each Year for the upcoming Season;
- (xii) routine maintenance of carpeting and exterior facade;
- (xiii) routine painting; and
- (xiv) any items of work stipulated to by the Parties in the Annual Maintenance Plan.

“Ownership Interest” shall mean any direct or indirect legal, beneficial or other right, title or interest in or to equity ownership of the Saints.

“Party” or “Parties” shall mean either or both of the City and the Saints.

“Permits” shall mean any permit, license or approval to be issued by any Person, including Required Environmental Permits, required for the operation of the Ballpark and

Appurtenant Area or for the installation, alteration or repair of any improvements related in any manner to the Ballpark or Appurtenant Area.

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

“PILOT Payments” shall have the meaning set forth in Section 3.2 hereof.

“Primary Owners” shall mean each principal owner of the Saints individually owning 20% or more of the Ownership Interests as of April 4, 2013.

“Primary Owner Sale” shall mean any Sale of any Primary Ownership Interest by a Primary Owner or a sale by an Exempt Transferee of an interest acquired from a Primary Owner.

“Primary Ownership Interest” shall mean any Ownership Interest legally or beneficially owned or held directly or indirectly, by one or more of the Primary Owners or an interest acquired by any Exempt Transferee from a Primary Owner.

“Prime Rate” shall mean that rate of interest published from time to time in the Money Rates column of *The Wall Street Journal* as the “Prime Rate” or “Prime Interest Rate.”

“Prohibited Advertising” shall mean those limitations on Advertising and Naming Rights as set forth in Exhibit C.

“Project” shall mean the Ballpark and all activities relating to the planning, acquisition, design, financing, development, and construction of the Ballpark.

“Real or Personal Property Taxes” shall mean all real estate taxes, personal property taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, of any kind or nature, lawfully levied or assessed by federal, state, county or municipal government, upon or with respect to the Ballpark and any and all other improvements hereafter constituting a part of the Ballpark, any tax on the Saints’ rights hereunder in the nature of a leasehold or use tax, or any taxes in lieu thereof.

“Regulated Substances” shall mean any substance, material or waste, regardless of its form or nature, defined under Environmental Laws as a “hazardous substance,” “hazardous waste,” “toxic substance,” “extremely hazardous substance,” “toxic chemical,” “toxic waste,” “solid waste,” “industrial waste,” “residual waste,” “municipal waste,” “special handling waste,” “mixed waste,” “infectious waste,” “chemotherapeutic waste,” “medical waste,” “regulated substance,” “pollutant” or “contaminant” or any other substance, material or waste, regardless of its form or nature, that otherwise is regulated by Environmental Laws.

“Required Environmental Permits” shall mean Permits, licenses, bonds, consents, programs, approvals or authorizations required under Environmental Laws for the construction of the Ballpark and Appurtenant Area, or required by the Saints to conduct its operations or use the Ballpark and Appurtenant Area or construct, maintain, operate or use any Capital

Improvements, Alterations, Building Enhancements or other improvements, regardless of whether such Permits are required to be or have been obtained by the City or the Saints.

“Rent” shall have the meaning set forth in Section 3.1 hereof.

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

“Revenue Sharing” shall have the meaning set forth in Section 6.4 hereof.

“Revenue Sharing Report” shall have the meaning set forth in Section 3.5 hereof.

“Saints” shall mean St. Paul Saints Baseball Club, Inc., a Minnesota corporation.

“Saints Event of Default” shall have the meaning set forth in Section 13.1 hereof

“Saints Home Games” shall mean all Saints’ baseball activities at the Ballpark including tryouts, pre-season, practice, regular season, exhibition, post-season, playoff and championship activities.

“Saints Other Events” shall mean events at the Ballpark scheduled by the Saints, excluding Saints Homes Games and League Events.

“Saints Property” shall mean personal property, furniture, furnishings, and equipment and any other property or item, whether or not in the nature of personal property, entirely paid for by or on behalf of the Saints or from other non-public sources contributed on behalf of the Saints and that are not funded through the Capital Expenditure Reserve Fund or the Development Agreement.

“Sale” shall mean (a) the direct or indirect sale, transfer, conveyance or assignment for consideration of any direct or indirect Ownership Interest in the Saints, or (b) an Asset Sale. Neither (i) an Exempt Transfer, nor (ii) a transfer, conveyance or assignment as the result of the death of an owner of an Ownership Interest shall be deemed to be a Sale for any purposes of this Agreement.

“Sale Date” shall mean the date on which an agreement or instrument intended to lead to consummation and closing of a Sale is fully executed (without regard to satisfaction of any conditions to closing of such Sale, including approval, if any, required from professional baseball authorities).

“Sales Price” shall mean the gross proceeds of all payments made by any Person as compensation for, in consideration of, or in connection with, any Sale, less Expenses of Sale.

“Season” shall mean the pre-season, regular season and playoff and championship professional baseball games of the League each year.

“Site” shall mean the real property, rights, easements, and access areas, if any, described on Exhibit D within the area depicted on the site plan attached hereto as Exhibit E.

“State” shall mean the State of Minnesota, in some instances acting by and through the Commissioner.

“State Grant” shall mean the grant to be obtained for the Project from the State in the amount of Twenty-Five Million and No/100 Dollars (\$25,000,000.00), as more specifically described in the State Grant Agreement.

“State Grant Agreement” shall mean that certain Grant Agreement dated May 12, 2012, by and between the State and the City for the State Grant.

“State Grant Legal Requirements” shall have the meaning set forth in Section 15.30 hereof.

“State Grant Program” shall mean the business development through capital projects grant program established by Minnesota Statutes section 116J.433, subdivision 3, as such statute may be amended, modified, or replaced from time to time, under which the State Grant is to be provided.

“Substantial Completion” shall mean that the work related to the construction of the Ballpark is essentially and satisfactorily complete in accordance with the Ballpark Final Design and related documents, such that the Ballpark is ready for occupancy or use by the Saints, and is suitable for the playing of professional baseball during the day or at night. A minor amount of work, as reasonably determined by and at the discretion of the City, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of Substantial Completion. In no event shall Substantial Completion be deemed to have occurred unless such certificates required by all Laws for opening of the Ballpark to the general public have been issued to the City.

“Subsequent Owner” shall mean any Person acquiring an Ownership Interest after April 4, 2013 other than an Exempt Transferee.

“Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013” shall have the meaning set forth in the Development Agreement.

“Term” shall have the meaning set forth in Section 2.2 hereof.

“Trust Documents” shall mean, collectively, the documents executed in connection with the issuance of the Ballpark Bonds, including documents providing for the disbursement of bond proceeds, the handling of payments made by the City pursuant to Section 2.3 of this Agreement and payments made by the Saints pursuant to Sections 3.2 and 3.3 of this Agreement, and other matters.

“Trustee” shall mean U.S. Bank National Association, which will act as trustee and disbursing agent in connection with the Project.

“Untenantability Period” shall mean any period following the damage or destruction of the Ballpark by fire or other casualty or other Force Majeure event during which the Ballpark cannot be reasonably used for baseball.

“Utilities” shall mean heat, water and sewer, gas, electricity, telephone, cable communications and other utilities.

“Work Stoppage” shall mean any strike, boycott, labor dispute or other work stoppage, including player labor stoppages, whether attributable to strikes or lockouts.

“Year” shall mean each period of twelve (12) months occurring during the Term, commencing on the Commencement Date; provided, however, that if the Commencement Date is not the first (1st) day of a month, then the first (1st) Year shall commence on the first (1st) day of the month following the Commencement Date.

Section 1.2 Construction of Terms.

As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Wherever the word “or” is used herein, it shall mean “and/or.”

ARTICLE II GRANT OF RIGHTS; TERM; AND CITY COVENANTS

Section 2.1 Grant.

(a) The City, for and in consideration of the payments and agreements of the Saints contained herein and in the Development Agreement, hereby grants to the Saints, and the Saints hereby accept from the City, the right to occupy and use the Ballpark and Appurtenant Area for League Events, Saints Home Games and Saints Other Events during the Term, subject to the terms, conditions and provisions of this Agreement.

(b) The Saints shall have no rights to use the Ballpark or Appurtenant Area other than those rights specifically granted in this Agreement. The City does not relinquish the right of access to or the right to control the Ballpark or Appurtenant Area at times when the Saints are using the Ballpark or Appurtenant Area pursuant to this Agreement; provided, however, that such access and any exercise of such control by the City shall be consistent with the provisions of this Agreement. A reservation by the City of some specific right in this Agreement shall not be construed as granting to the Saints any rights not mentioned or not specifically reserved by the City in this Agreement.

(c) While the Parties understand and agree that the Saints will be the primary user of the Ballpark, the Saints acknowledge that it will be one of many users of the Ballpark and

Appurtenant Area. The Saints will make reasonable accommodations for other users of the Ballpark and Appurtenant Area in order to maximize use of the Ballpark and Appurtenant Area and to realize the purposes of the Act and State Grant Program.

(d) Pursuant to the role of the Saints under the Development Agreement in the construction by the City of the Ballpark and Appurtenant Area, the Saints hereby represent that nothing has come to their attention to cause them to believe that the Ballpark and Appurtenant Area will not be, as of the Commencement Date, in all respects fit for their intended purpose and suitable for use hereunder.

Section 2.2 Term.

(a) The term of this Agreement (the “Term”) shall commence on the Commencement Date and end on the later of (i) the date which is twenty-five (25) years after the Commencement Date or (ii) the date on which the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013 are scheduled to be fully paid (absent acceleration or prepayment), unless otherwise terminated in accordance with the provisions of this Agreement. The Expiration Date shall be extended as necessary such that the Term ends at the end of the twenty-fifth (25th) Season following the Commencement Date. When the Commencement Date is established, the Parties shall execute and deliver an Acknowledgment of Commencement Date in the form attached to this Agreement as Exhibit F.

(b) If the Commencement Date has not occurred by May 1, 2015, the City will allow the Saints to continue to play its Saints Home Games at Midway Stadium, in accordance with and subject to the agreement between the City and the Saints for Midway Stadium executed contemporaneously with the execution of this Agreement, until the Commencement Date.

(c) The City is not required to renew this Agreement beyond the original Term hereof and the City may, at its sole option and discretion, allow this Agreement to expire at the end of its original Term and thereafter directly operate the Ballpark or contract with some other entity to operate the Ballpark.

Section 2.3 City Covenants.

(a) So long as the Saints are not in default of this Agreement, the City will pay to the Trustee for the account of the Saints:

(i) the annual amount of Fifty Thousand and No/100 Dollars (\$50,000.00) for operations and maintenance for the first twenty-five (25) Years of the Term; and

(ii) the annual amount of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for groundskeeping in each of the first three (3) Years of the Term.

The aggregate annual amounts due from the City under this Section 2.3(a) shall be paid in two (2) equal installments, each to be made on the date on which the Ballpark Rent is due from the Saints under Section 3.2 below. Amounts paid by the City pursuant to this Section 2.3(a) shall be paid by wire transfer or other immediately available funds and, pursuant to the Trust Documents, contemporaneously with the receipt of the full amount of Ballpark Rent then due

from the Saints under Section 3.2, shall be rebated by the Trustee to the Saints, all as depicted in the sample from attached as Exhibit N and provided in the Trust Documents.

(b) The City will use commercially reasonable efforts to provide a minimum of 1,000 captive parking spaces in the vicinity of the Ballpark for use by the Saints for Saints Home Games and Saints Other Events.

(c) Because repairs or replacements necessitated by construction defects or design defects are not Capital Improvements and are not eligible for payment from the Capital Expenditure Reserve Fund, the City will use commercially reasonable efforts to complete repairs or replacements to the Ballpark and Appurtenant Area necessitated by construction defects or design defects through warranty claims or other remedies reasonably available to the City.

ARTICLE III FINANCIAL MATTERS

Section 3.1 Rent.

Commencing on the Commencement Date and during the Term, the Saints shall pay as rent the sum of (a) the Ballpark Rent, including the PILOT Payments, (b) the Capital Cost Payment, and (c) any other sums and charges required to be paid to the City by the Saints pursuant to the terms of this Agreement (individually and collectively, “Rent”).

Section 3.2 Ballpark Rent.

(a) During the Term, the Saints shall make semi-annual Rent payments to the Trustee, for the account of the City, on the dates and in the amounts described in Section 3.2(c) below (the “Ballpark Rent”).

(b) As a portion of the Ballpark Rent payable hereunder, during the Term, the Saints agree to and shall make semi-annual payments in lieu of taxes (the “PILOT Payments”) to the Trustee, for the account of the City, in the amount of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) on the dates described in Section 3.2(c) below.

(c) The dates on which the Ballpark Rent shall be paid shall be the semi-annual dates which are at least thirty (30) days prior to the semi-annual dates on which principal or interest are due to the holders of the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013, such dates to be determined upon issuance of the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013. The amount of each Ballpark Rent payment (including the applicable PILOT Payments) shall be sufficient to pay the scheduled amounts of principal and interest payable on the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013 on the immediately succeeding principal or interest payment date, without acceleration. Upon issuance of the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013, the City shall provide the Saints with a certificate in the form attached hereto as Exhibit N (except for the specific amounts set forth in this Agreement, the numbers in Exhibit N are for illustration only) identifying the Ballpark Rent payment dates and amounts, and reflecting the PILOT Payments. This certificate will also reflect the requirement that the Trustee

contemporaneously rebate to the Saints the amounts paid by the City under Section 2.3(a). Such certificate and the corresponding payment dates and amounts will not be changed without the Saints prior written consent, which may be granted or withheld in the Saints sole discretion. If there are any approved changes to such dates or amounts, the City shall provide the Saints with an updated certificate.

(d) The Saints shall receive credit for investment earnings, if any, on amounts held from time to time in the debt service account and debt service reserve established for the Taxable Limited Tax – Supported Ballpark Revenue Bonds, Series 2013. Such earnings will be applied against amounts of Ballpark Rent due under Section 3.2(c) as provided in the Trust Documents executed in connection with the delivery of the Guaranty. The amounts due to the City for Ballpark Rent as set forth on the Certificate shall not change and the City shall not accelerate the Saints Ballpark Rent payments in the event that the City accelerates or prepays all or any portion of the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013. The Parties may discuss and explore, from time to time, favorable refinancing opportunities for the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013. Changes to the timing or amounts of Ballpark Rent payments resulting from any mutually agreeable refinancing shall be reflected by an amendment to this Agreement.

(e) The Saints shall have the option, at their sole discretion, to prepay the Ballpark Rent payable hereunder; provided, however, that any such prepayment shall be in an amount sufficient to provide for the full payment or defeasance of the Taxable Limited Tax-Supported Ballpark Revenue Bonds, Series 2013 in their entirety.

Section 3.3 Capital Cost Payment.

(a) Commencing on the Commencement Date and during the Term, the Saints shall pay the City the base sum of Ninety Two Thousand Five Hundred and No/100 Dollars (\$92,500.00) annually, increased beginning with the sixth (6th) Year of the Term as provided in clause (c) below, to be deposited by the City in the Capital Expenditure Reserve Fund for the purpose of funding Capital Improvements to the Ballpark and Appurtenant Area (the “Capital Cost Payment”).

(b) The initial annual Capital Cost Payment shall be paid in full on October 1, 2015; provided, however, that if the Saints, due to no fault of the Saints, are unable to play a full regular season in the Ballpark in 2015, such initial payment shall be reduced pro rata based on the portion of the regular season during which the Saints are unable to play in the Ballpark in 2015. Thereafter, the annual Capital Cost Payment shall be paid in two (2) installments of fifty percent (50%) each beginning on April 1, 2016, and continuing on each October 1 and April 1 thereafter during the Term. Absent an extension of the Agreement, the final Capital Cost Payment installment will be payable on October 1, 2039.

(c) Commencing with the beginning of the sixth (6th) Year of the Term, the Capital Cost Payment shall be annually adjusted for inflation by CPI Increases occurring since the previous calendar year of the Term; for example, the initial CPI Increases would be calculated from the previous calendar year of the Term to the first day of the sixth (6th) Year of the Term.

(d) The City shall, in its judgment and discretion, but only after reasonable consultation with the Saints, make the final determination as to how to spend the Capital Cost Payments (and investment earnings thereon) in the Capital Expenditure Reserve Fund. Such funds are not held for the benefit of the Saints and, subject to Section 8.3(a), the Saints shall have no right, claim, title, or interest in such funds or in how such funds are spent.

Section 3.4 Interest and Late Fees.

All amounts which the Saints are required to pay to the City under this Agreement, if not paid as and when due, shall bear interest from the date such amounts were due until the date actually paid at the Prime Rate plus two percent (2%). Late payments may also be subject to late fees imposed by the City.

Section 3.5 Financial Information.

(a) Inspection of Books and Records. Prior to execution, during the Term, and for a period of six (6) years after the expiration or termination of this Agreement, the City shall be entitled to review all books and records of the Saints pertaining to the payments, duties and obligations of the Saints under this Agreement. Prior to execution and during the Term of this Agreement, the Saints must demonstrate to the City's satisfaction, as required by the State Grant Agreement, that it has the financial ability to perform its obligations and make the payments required hereunder. Pursuant to the requirements of Minnesota Statutes section 16C.05, subdivision 5, as such statute may be amended, modified, or replaced from time to time, the Saints shall maintain all books, documents, and records pertaining to its obligations under this Agreement for a period of six (6) years from the expiration or termination of this Agreement and, upon written request, shall make the same available for review by the City.

(b) Materials Provided Upon Termination or Expiration.

(i) Upon termination of this Agreement prior to the end of the Term by the City as a result of a Saints Event of Default or expiration of this Agreement at the end of the Term where the Saints do not desire to renew this Agreement (in no event shall this statement be deemed to create any obligation of the City to renew), the Saints shall provide:

(A) the most recent annual and current financial statements reflecting the financial condition of the Ballpark, statement of Ballpark operations and statement of Ballpark cash flow, each prepared in accordance with GAAP, consistently applied, and certified as accurate and complete by the chief financial officer of the Saints;

(B) any existing operating and financial projections, including any projections of Annual Gross Ballpark Revenues and Operating Expenses; and

(C) a copy of all contracts and agreements entered into by the Saints with respect to the Ballpark or Appurtenant Area, or any portion thereof.

(ii) Upon expiration of this Agreement at the end of the Term where the Saints desire to renew this Agreement and the City is unwilling or unable to renew (in no event shall this statement be deemed to create any obligation of the City to renew), the Saints shall provide a copy of all contracts and agreements entered into by the Saints with respect to the operation and maintenance of the Ballpark or Appurtenant Area, or any portion thereof.

(c) Rights Upon Default or Material Breach. If (i) there is a Saints Event of Default that continues after the expiration of any cure period afforded to the Saints under this Agreement, or (ii) the City has a reasonable basis to believe that there has been a material deterioration in the financial position of the Saints or a material adverse financial event has occurred, then the City shall have reasonable and necessary access to review or audit the Saints' books and records, financial statements, audited financial statements, and other financial information that the City deems necessary to enforce the terms of this Agreement.

(d) City Limitations on Review; Revenue Sharing Report. Notwithstanding the foregoing Sections 3.5(a), (b) and (c), the City shall be entitled only to review financial information, but not to copy or otherwise reproduce or to make written notes with respect to such information; provided, however, that with regard to Revenue Sharing, on or before March 1 of each year during the Term, the Saints will provide the City with a report by a currently licensed independent certified public accountant ("CPA") (which CPA may be employed by the Saints), in the form of Exhibit L (the "Revenue Sharing Report"), whereby the CPA will note that he/she has reviewed the books and records of the Saints, and sets forth a summary of certain information based on such review. In the Revenue Sharing Report, the Saints will verify and attest to the City that the information provided by the CPA is true and correct. The Revenue Sharing Report shall be subject to verification by the City or its agent as provided in this subparagraph (d). The CPA shall be hired and paid for by the Saints.

(e) Barter Transactions Report. On or before a date to be mutually agreed to by the Parties during each year during the Term, the Saints shall provide the City with a report describing barter transactions in excess of One Thousand and No/100 Dollars (\$1,000.00), adjusted annually for inflation by CPI Increases (the "Barter Transactions Report"). The barter transactions shall be commensurate, and the Barter Transactions Report shall contain such information as is needed to demonstrate to the City's reasonable satisfaction that the exchange in each barter transaction was commensurate.

(f) Review by State. The Saints shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with operation of the Ballpark and Appurtenant Area, and upon request shall allow or cause the Person which is maintaining such items to allow DEED, auditors for DEED, the Legislative Auditor for the State, or the State Auditor for the State, to inspect, audit, copy, or abstract, all of such items. The Saints shall use or cause the Person which is maintaining such items to use GAAP in the maintenance of such items.

(g) No later than the Commencement Date, the City shall provide the Saints with information reasonably required to demonstrate to the Saints the principal amount of the City Loan advanced to pay Project Costs (as defined in the Development Agreement), together with

sources of funding applied by the City to either reduce the original principal amount of the City Loan or to repay portions of the City Loan advanced to pay Project Costs. Thereafter, on or before March 1 of each year during the Term, the City will provide the Saints with an updated report containing such information as is reasonably required by the Saints to show the amount of the City Loan then remaining unpaid.

Section 3.6 Real or Personal Property Taxes.

The City and the Saints currently believe that the Ballpark, including the use and occupancy of the Ballpark as currently contemplated in the Program, as defined in the Development Agreement, is exempt from Real or Personal Property Taxes. In the event the Ballpark becomes subject to any Real or Personal Property Taxes by virtue of actions or activities of the Saints not contemplated herein, the Saints will pay such Real or Personal Property Taxes.

Section 3.7 Tax Compliance.

The Saints shall be responsible for collecting, accounting for, and remitting any sales taxes, admissions and amusement taxes, or other taxes assessed on ticket sales, merchandise sales, concession sales, Advertising, or other operations and activities conducted by the Saints at the Ballpark or Appurtenant Area.

Section 3.8 Use of References and Logos in Offering Documents.

The State, the City, and the Saints shall permit references to their respective entities and organizations and the use of their respective logos, if any, in all offering documents of the State and the City related to the issuance of bonds; provided, however, that all information on the Saints to be so used shall be submitted to the Saints for its approval prior to such use.

**ARTICLE IV
OWNERSHIP AND USE OF THE BALLPARK**

Section 4.1 Ownership of Ballpark.

The City shall own or control the Ballpark, Appurtenant Area, Infrastructure, and Site to the extent the same is included in the Ballpark Final Design, as well as the other interests and rights set forth in Exhibit D, subject to the rights of the Saints under this Agreement. The Parties acknowledge that it is anticipated that an additional parcel, PID: 32-29-22-31-0048, current owner: 401 East 4th Building Partnership (the “401 Parcel”), will be acquired by the City for the Project. Upon acquisition by the City of the 401 Parcel, the parties agree to amend this Agreement for the purpose of adding the 401 Parcel to the Site and Appurtenant Area. The 401 Parcel will not be funded with State Grant proceeds.

Section 4.2 Saints’ Permitted Use.

The Saints shall have the right to engage in and conduct League Events, Saints Home Games and Saints Other Events at the Ballpark and Appurtenant Area. In conducting League Events, Saints Home Games and Saints Other Events, the Saints shall not allow any activity that

will damage or otherwise have a deleterious effect upon the Ballpark or Appurtenant Area or the reputation of the Ballpark or the City. No part of the Ballpark or Appurtenant Area will be used in a manner which is unlawful, disreputable, or creates any nuisance or fire hazard. The Saints shall use the Ballpark and Appurtenant Area in compliance with all applicable Laws.

Section 4.3 Saints Home Games at Ballpark.

(a) The Parties agree that during each Season, the Saints will have the first opportunity to determine up to seventy (70) dates for its regular Season Saints Home Games. The Saints will also be entitled to such additional dates as are reasonably required for tryouts, practices, exhibition games, playoff games, an all star game, and one or more championship series.

(b) During the times the Saints are using the Ballpark for playing Saints Home Games, the Saints may stage activities attendant to the game on the athletic playing field, except the Saints shall not stage any activity (i) that is detrimental to the health, safety and welfare of people at the Ballpark or (ii) that is detrimental to the Ballpark physical plant.

Section 4.4 Use and Scheduling.

(a) City Ordinance. During each high school baseball and softball season during the Term of this Agreement, the Saints shall make the Ballpark available for use for a minimum of one (1) varsity baseball game, one (1) varsity softball game, and one (1) adaptive softball game for each high school located within the City of Saint Paul, without fee or charge to the City, the school district or the individual schools, as required by Section 99.01 of the Saint Paul Administrative Code, as such code section may be amended, modified or replaced from time to time. Such uses shall be coordinated between the high schools and the Saints and will occur at mutually agreeable dates and times.

(b) American Legion District 4 and the City of Saint Paul Municipal League. Specifically, the City and the Saints recognize the importance to the City of Saint Paul of amateur baseball. The City and the Saints agree that the Saints shall continue to provide to American Legion District 4 Baseball and the City of Saint Paul Municipal Baseball League use of the Ballpark for its respective games without fee or charge to such organizations or the City for up to twenty-five (25) dates per year. The Saints reserve the right to charge a reasonable admission fee to these games and such uses shall be coordinated between the user and the Saints, occurring at mutually agreeable dates and times, all in keeping with the practice at Midway Stadium.

(c) General. The City shall have use of the Ballpark, subject to coordination and cooperation with the Saints in scheduling of such use, for any lawful purpose or activity at no rental or other similar charge for such use, subject to the following:

(i) The Saints shall be considered the Ballpark's primary user and exclusively will schedule uses and events at the Ballpark, including specifically its own baseball games and game or team-related activities, making reasonable and necessary accommodations for other and additional users of the Ballpark in order to maximize its use.

(ii) Specifically, the City and the Saints recognize the importance to the City of Saint Paul of the Minnesota State High School League (“MSHSL”) state baseball tournament. The City and the Saints agree that the Saints shall continue to provide, in keeping with the practice at Midway Stadium, scheduling priority annually to the MSHSL for state tournament baseball games, including sectional and final rounds, on terms comparable with the practice at Midway Stadium.

(iii) On or before February 1st each year, the Saints shall provide to the City a schedule of Events at the Ballpark for the coming year. The City shall have the right to review and approve the schedule within fourteen (14) days, which approval shall not be unreasonably withheld, conditioned or delayed. Thereafter, the Saints shall provide to the City updates to the schedule on a monthly basis for its review and approval. The City shall have the right to review and approve the monthly updates within seven (7) days, which approval shall not be unreasonably withheld, conditioned or delayed.

(iv) The Saints intend to book the Ballpark for additional, sports and non-sports related, community Events and shall make reasonable efforts to notify the City not later than thirty (30) days in advance of its intent to use the Ballpark for these Events. The City shall have the right to approve these Events if anticipated attendance or participation for a given Event is expected to be more than 2,500 persons. Such City approval shall not be unreasonably withheld, conditioned or delayed and is subject to the City’s block permit approval process or other similar process as may be determined from time to time in the City’s discretion.

(v) The Saints acknowledge that the City’s approval of Events under this Section 4.4 is approval with respect to scheduling only and does not waive the requirements of any City permit, ordinance or regulation, including security, sound ordinances, licensing or any other regulatory approval.

(d) Fee Structure. Use of the Ballpark or Appurtenant Area by users other than the Saints and other than for games described in paragraphs (a) and (b) above, shall be in accordance with the Ballpark Fee Structure, attached to this Agreement as Exhibit M. Any rental fees or other similar charges for use of the Ballpark or Appurtenant Area in accordance with the Ballpark Fee Structure shall be paid to and retained by the Saints. The Ballpark Fee Structure shall be adjusted for inflation or other reasonable purposes on or before November 30th each year. The City shall have the right to approve subsequent iterations of the Ballpark Fee Schedule within thirty (30) days after it is presented to the City by the Saints, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) Costs and expenses. In general, the Ballpark Fee Structure is intended to encompass ordinary costs and expenses incurred for all Events. If an Event or an aspect of an Event is expected to result in extraordinary costs or expenses, including preparing, supplying, operating, cleaning, maintaining or repairing the Ballpark or Appurtenant Area in connection with such use, the Saints may be reimbursed for such extraordinary costs and expenses in addition to the fee charged pursuant to the Ballpark Fee Structure. Such reimbursement shall be in accordance with an estimate of facility expenses which will be provided by the Saints in

writing to the user not later than thirty (30) days in advance of an Event and will be negotiated between the Saints and the user.

Section 4.5 City Access.

City staff shall have reasonable access to all areas of the Ballpark and Appurtenant Area during League Events, Saints Home Games and Saints Other Events. City personnel whose presence is reasonably necessary shall require no ticket for admission to League Events, Saints Homes Games or Saints Other Events, but shall be subject to League Rules and Regulations with respect to credentialing for Saints Home Games. The Saints will facilitate any necessary credentialing for such City staff.

**ARTICLE V
ASSIGNMENT, SUBLETTING;
REMOVAL OF PROPERTY; SURRENDER**

Section 5.1 General Restrictions on Assignment and Subletting.

(a) Neither the Saints nor the City may sell, assign, convey, transfer, mortgage, pledge, hypothecate, encumber, sublet, license or grant a security interest in or upon, or permit any of the foregoing by any owner, member, partner or other Person (collectively, "Assign" or an "Assignment"), in any mode or manner this Agreement or any of their interests under this Agreement without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. The non-assigning party shall be entitled to require, as conditions to approval of any Assignment, that:

(i) any proposed assignee shall have the qualifications and financial responsibility, as reasonably determined by the non-assigning party, necessary and adequate to fulfill the obligations undertaken in this Agreement by the assigning party;

(ii) any proposed assignee, by instrument in writing satisfactory to the non-assigning party, shall, for itself and its successors and assigns and expressly for the benefit of the non-assigning party, have expressly assumed all of the obligations of the assigning party under this Agreement and agreed to be subject to all the conditions and restrictions to which the assigning party is subject;

(iii) there shall be submitted to the non-assigning party for review all instruments and other legal documents involved in effecting the Assignment and, if approved by the non-assigning party, its approval shall be indicated to the assigning party in writing;

(iv) the assigning party and its assignee shall comply with such other conditions as the non-assigning party reasonably may find desirable in order to achieve and safeguard the purposes of the Act and the State Grant Program; and

(v) in the absence of specific written agreement by the non-assigning party to the contrary, no such Assignment or approval by the non-assigning party thereof shall be deemed to relieve the assigning party or any other party bound in any way by this

Agreement or otherwise with respect to the Project, from any of its obligations with respect thereto.

(b) Notwithstanding the provisions of Section 5.1(a) above, the City may make an Assignment to any Governmental Authority or successor agency, without the prior consent of the Saints.

(c) The prohibition on Assignment contained in Section 5.1(a) above shall not apply to, nor limit the right of the Saints to: (i) license Concessionaires, vendors or third party designees for purposes of providing Concessions or merchandise products and services and to provide access to those Concessionaires, vendors or designees to areas inside or within proximity of the Ballpark and Appurtenant Area for purposes of vending, selling or otherwise distributing Concessions or merchandise; or (ii) convey such limited rights under this Agreement as are needed to facilitate the scheduling and delivery of Events at the Ballpark and Appurtenant Area. Such licensing and provision of products and services and delivery of Events shall be in accordance with the terms of this Agreement.

Section 5.2 Assignments; Procedure.

(a) Notice. The Saints shall forward to the City a written notice at least thirty (30) days prior to the consummation of any proposed Assignment of this Agreement limited by Section 5.1(a).

(b) Saints to Remain Obligated. Absent specific consent of the City to either or both of the matters set forth in (i) or (ii) below, no assignment hereunder shall (i) operate to relieve the Saints from any covenant or obligation hereunder, or (ii) be deemed to be a consent to or relieve the Saints or any licensee, sublicensee or user permitted pursuant hereto from obtaining the City's prior written consent to any subsequent Assignment (pursuant to the terms of this Agreement), and the Saints shall, notwithstanding any rights the City may have against third parties, continue to remain primarily liable and obligated to the City for any and all covenants and obligations of the Saints hereunder.

(c) Exculpatory Language. In addition to the foregoing, the Saints shall cause each assignee of an Assignment permitted under this Section 5.2 to agree to the following exculpatory language, which language shall be included in each assignment, agreement, contract, license or sublease evidencing such permitted Assignment:

[Assignee] acknowledges that the Saints' interest in the Ballpark arises from its interest as a user under a use agreement (the "Use Agreement") entered into with the City of Saint Paul (the "City"), which is the fee owner of the Ballpark, and that any possessory or other rights with respect to the Ballpark granted to [Assignee] by this agreement terminate upon the expiration or termination of the Use Agreement. In addition, [Assignee] acknowledges that this agreement imposes no contractual obligations upon the City, unless, until and only if the City expressly assumes in writing the obligations of the Saints hereunder; that in the event of a default or breach under this agreement, of any kind or nature whatsoever, [Assignee] shall not look to the City at the time of the default or

breach for a remedy or relief; that no council member, officer, employee, agent, independent contractor or consultant of the City shall be liable to [Assignee] or any successor in interest to [Assignee] in the event of any default or breach by the City under the Use Agreement or of any other obligation under the terms of this agreement; and that the Saints are not and shall not act as an agent of the City or in any manner contract for or bind the City.

Section 5.3 Removal or Disposition of Ballpark Personalty.

The Saints shall not abandon, demolish, substantially alter, remove or permit to be removed from the Ballpark, or sell, assign or transfer (or attempt or purport to so do), any Ballpark Personalty, except with the prior written approval of the City.

Section 5.4 Surrender of the Ballpark.

(a) General. Upon the expiration or termination of this Agreement (by lapse of time or otherwise), the Saints shall vacate the Ballpark and Appurtenant Area in good order and repair, normal ordinary wear and tear and damage by insured casualty excepted. The Saints shall deliver to the City all keys, access cards or similar devices providing access to the Ballpark and Appurtenant Area at the place then fixed for the receipt of notices by the City, and shall notify the City in writing of all combinations of locks, safes and vaults, if any. The Saints' obligations to observe and perform the covenants set forth in this Section shall survive the expiration or earlier termination of this Agreement (by lapse of time or otherwise).

(b) Saints Property. Upon the expiration or termination of this Agreement (by lapse of time or otherwise), the Saints may remove the Saints Property and, in such event, repair any damage caused to the Ballpark or Appurtenant Area due to the removal of such Saints Property at the Saints' expense. If the Saints fail to remove the Saints Property within six (6) months after the expiration or earlier termination of this Agreement, such property shall be deemed abandoned by the Saints. Thereafter, the City may, at its option: (i) cause the Saints Property to be removed at the Saints' expense; (ii) sell all or any part of the Saints Property at public or private sale, without notice to the Saints; or (iii) declare that title to the Saints Property shall be deemed to have passed to the City.

(c) Abandoning the Ballpark. The Saints shall not vacate or abandon the Ballpark at any time during the Term, but if the Saints vacate or abandon the Ballpark or are dispossessed by process of law, in breach of this Agreement, any property, including the Saints Property, owned by the Saints that may be left in the Ballpark, or on or about the Appurtenant Area, Infrastructure or Site, following such abandonment or dispossession shall be deemed to have been abandoned by the Saints, and in that event such property shall be disposed of by the City or otherwise handled as the City sees fit. The City agrees that the Saints shall not be deemed to have abandoned or vacated the Ballpark during any period of non-use between Seasons or as a result of any event of Force Majeure.

ARTICLE VI OPERATIONS

Section 6.1 Operation and Management of Ballpark and Appurtenant Area.

(a) Overall. The Saints will operate and Manage the Ballpark and Appurtenant Area in accordance with this Agreement.

(b) Saints Responsibilities. The Saints will be responsible for performing and paying for all operations, Operating Expenses, and Ordinary Maintenance for the Ballpark and Appurtenant Area. The Saints will pay all costs and expenses related to the Ballpark and Appurtenant Area, including costs of Utilities, insurance, legal defense related to the Saints activities or responsibilities under this Agreement, Ballpark security, police, if any, any Real or Personal Property Taxes required to be paid by the Saints pursuant to Section 3.6, and traffic control subject and pursuant to the provisions of Section 6.2(e). Without limiting the generality of the foregoing, the Saints obligations and responsibilities shall include: (i) traffic control subject and pursuant to the provisions of Section 6.2(e), Ballpark security and crowd control; and (ii) arranging for personnel for security, ticket sellers, ticket takers, scorekeepers, ushers, public address system announcers, public restroom attendants, bat boys or girls, ball girls or boys, necessary locker room attendants, trainers, field upkeep personnel, and such other necessary personnel. To the extent the City pays any such costs on behalf of the Saints, the Saints shall reimburse the City for same within thirty (30) days of the date the City bills the Saints.

(c) Operating Plan and Operating Budget; Annual Maintenance Plan.

(i) The Saints will prepare an initial and ongoing Operating Plan and Operating Budget for approval by the City. The Operating Plan will identify items such as the number and types of Events planned each year. The City shall provide such information to the Saints as shall be reasonably required by the Saints to develop the Operating Plan. The Operating Plan and Operating Budget shall be updated by the Saints not less frequently than once each year. The Operating Plan and Operating Budget shall accommodate the Saints' operating and schedule requirements. On or before January 15 of each year during the Term, the Saints shall submit to the City the preliminary Operating Plan and Operating Budget. On or before March 15 of each year during the Term, the Saints shall submit the final Operating Plan and Operating Budget for the City's review and approval. The City will promptly review the Operating Plan and Operating Budget. The City will review the Operating Budget to determine if the same clearly shows that forecast revenues along with other funds available for the operation of the Ballpark and Appurtenant Area (from all sources) will be equal to or greater than forecast Operating Expenses for each year. The City will reject and not approve any Operating Budget that it believes does not accurately reflect forecast revenues or Operating Expenses or does not show that forecast revenues along with other funds available for the operation of the Ballpark and Appurtenant Area (from all sources) will be equal to or greater than forecast Operating Expenses, and will require the Saints to prepare and submit a revised Operating Budget. The City's approval must be evidenced by City Council resolution, a certified copy of which must be supplied to the Minnesota

Department of Employment and Economic Development (“DEED”) and the Commissioner of Management and Budget (the “Commissioner”). Any review of the Operating Plan and Operating Budget by the City is solely for the City’s benefit and without any representation or warranty to the Saints with respect to the adequacy, correctness or efficiency thereof or its compliance with Laws or otherwise.

(ii) The Saints will prepare an initial and ongoing Annual Maintenance Plan for approval by the City. On or before January 15 of each year during the Term, the Saints shall submit to the City the preliminary Annual Maintenance Plan. On or before March 15 of each year during the Term, the Saints shall submit to the City the final Annual Maintenance Plan for the review and approval by City staff. Any review of the Annual Maintenance Plan by the City is solely for the City’s benefit and without any representation or warranty to the Saints with respect to the adequacy, correctness or efficiency thereof or its compliance with Laws or otherwise. The Saints cannot defer or prioritize Ordinary Maintenance without the City’s prior written approval.

(iii) In connection with the City’s review of the Operating Plan, Operating Budget and Annual Maintenance Plan, the City shall be entitled to conduct a full inspection of the Ballpark and Appurtenant Area. The Saints agree to Manage the Ballpark and Appurtenant Area, as applicable, in accordance with the approved Operating Plan, Operating Budget and Annual Maintenance Plan. Any material changes (to be determined by the City in its reasonable discretion) to the Operating Plan, Operating Budget or Annual Maintenance Plan shall be approved by the City.

(d) Governmental Program Evaluation. This Agreement is being executed and entered into to carry out the Governmental Program. No later than thirty (30) days prior to the Commencement Date, the Saints shall provide an initial program evaluation report that shows to the City’s reasonable satisfaction that the Saints will be using the Ballpark for the Governmental Program (a “Governmental Program Evaluation”). Thereafter, the Saints shall annually submit to the City, no later than January 15 of each year, (a) a Governmental Program Evaluation containing a narrative evaluation of the fulfillment of the Governmental Program, including numbers of patrons, number and type of Events, a description of how the Ballpark and Appurtenant Area are being used in fulfillment of the Governmental Program, and such other information as the City may require to show to the City’s reasonable satisfaction that the Saints are using the Ballpark for the Governmental Program and (b) preliminary annual budgets for the Governmental Program to be operated in the Ballpark and Appurtenant Area, as provided above.

Section 6.2 Use and Operation Covenants.

(a) Operations. The Saints shall have sole control over the operation, direction, and supervision of its staff, subject to the terms of this Agreement. The Saints shall have such Management rights and responsibilities and shall provide, perform and take, or cause to be provided, performed or taken, such Management services and actions, as may be reasonably necessary or advisable to operate and maintain the Ballpark and Appurtenant Area in good condition and repair and in a safe, clean, attractive, first-class and high quality manner consistent with and meeting the standards and specifications established by the League and by

Minor League Baseball for Class AA ballparks, and in accordance with the terms and provisions of this Agreement.

(b) Duties of Saints. The Saints shall take all actions reasonably necessary or desirable for the operation of the Ballpark and Appurtenant Area in accordance with all Laws and the terms and conditions of this Agreement. In furtherance thereof, the Saints shall:

(i) employ, train, pay, supervise and discharge all personnel or engage such independent contractors as the Saints determine in its sole discretion to be necessary for operation of the Ballpark and Appurtenant Area and for all Events, which may include staff, ticket sellers, ticket takers, ushers, attendants, security crowd control personnel, trained medical emergency personnel, maintenance crews and technical staff;

(ii) sell, issue, market and establish the price of any rates, rentals, fees or other charges for goods, services, tickets, licenses or rights available at or with respect to the Ballpark and Appurtenant Area, subject to the City's right to annually review and approve the rate structure for certain Events as set forth in Section 4.6(b)(i);

(iii) identify and contract with any contractor, Concessionaire and vendor in connection with managing, coordinating and supervising all Ballpark and Appurtenant Area operations and Concession Operations;

(iv) provide and enter into contracts for furnishing Utilities; and

(v) obtain, maintain or cause to be maintained all necessary Permits for the operation of the Ballpark.

(c) Maintenance and Repair. The Saints shall perform all Ordinary Maintenance to the Ballpark and Appurtenant Area at its sole expense.

(d) Smoke-Free Facility. The Ballpark shall be operated as a smoke-free facility.

(e) Ballpark Transportation Management and Traffic Control. The City and the Saints will cooperate to develop and implement a traffic management plan. The Saints will be responsible for contracting for services necessary to implement the plan. In connection with transportation management and traffic control for Saints Home Games and League Events, the cost to the Saints will be capped at One Thousand and No/100 Dollars (\$1,000.00) per Saints Home Game or League Event, annually adjusted for inflation by CPI Increases commencing with the ninth (9th) Year of the Term. For Events at the Ballpark other than Saints Home Games and League Events, and including specifically Saints Other Events and City Events, the responsibility for transportation management and traffic control shall be based on the permit for the Event without regard to the cost limitation set forth in the immediately preceding sentence. The Parties will cooperate and work with City traffic management to minimize costs and determine requirements for transportation management and traffic control.

(f) Youth and Amateur Sports; Other Public Events. The Saints will work to maximize access for public and amateur sports, community, and civic events, and other public events in type and on terms mutually agreeable to the Parties.

(g) Environmental. The Saints shall not permit and will take precautions against the presence of Contamination as the result of its use and occupancy of the Ballpark and Appurtenant Area, except to the extent specifically authorized by Governmental Authorities, any Required Environmental Permit, or pursuant to Environmental Laws from and after the Commencement Date. The Saints shall comply with applicable Environmental Laws relating to its respective use or occupancy of the Ballpark and Appurtenant Area.

(h) Workforce. The Saints shall list any vacant or new positions it may have with state workforce centers under Minnesota Statutes Section 116L.66, as such statute may be amended, modified, or replaced from time to time, and shall also comply with all City workforce development procedures.

Section 6.3 Liquor Licenses.

(a) The Saints, with the cooperation of the City, shall obtain and maintain all intoxicating liquor licenses that are reasonably required for the Ballpark and Appurtenant Area and the City shall support any reasonable legislative changes required in order for the Saints to do so. In the event applicable Laws do not allow the Saints to obtain such licenses, the City shall obtain and maintain all intoxicating liquor licenses that are reasonably required for the Ballpark and Appurtenant Area and permit their use for the benefit of the Saints. In all events, the Saints shall comply with the terms of all intoxicating liquor licenses that are reasonably required for the Ballpark and Appurtenant Area. Any costs incurred by the City related to such liquor licenses and the City's obtaining or cooperating with the Saints with regard thereto shall be paid for, or reimbursed to the City, by the Saints.

(b) The Saints specifically agree that it will take all steps required by the State of Minnesota to ensure that all persons involved in the sale, use, consumption or distribution of alcoholic beverages on or about the Ballpark and Appurtenant Area have received the required State of Minnesota training for serving and distributing alcohol. Such training shall include checking proper identification before selling alcohol, not serving to minors, recognizing the signs of excessive consumption, and how to refuse to serve someone. The Saints also agree to adhere to all Laws relating to or governing the sale, use, consumption or distribution of alcoholic beverages. Any failure or negligence on the part of the Saints to comply with any rules, regulations or training relating to the sale, use, consumption or distribution of alcoholic beverages shall be the exclusive and sole liability of the Saints, and in no way shall any liability be transferred to the City.

Section 6.4 Revenue Sharing.

(e) The Saints will pay to the City a percentage of Annual Net Ballpark Revenues, as annually documented by and attested to the City in the Revenue Sharing Report ("Revenue Sharing"). All amounts received by the City from Revenue Sharing shall be used first to repay the City Loan. Once the City Loan has been paid in full, all such amounts shall be deposited into the Capital Expenditure Reserve Fund. The Revenue Sharing shall be as follows:

(i) Revenue Sharing from Annual Net Ballpark Revenues up to and including \$500,000 = 0% shared with City;

(ii) Revenue Sharing from Annual Net Ballpark Revenues in excess of \$500,000 as follows:

(A) \$500,001 to and including \$1,500,000 = 5% shared with City;

(B) \$1,500,001 to and including \$2,500,000 = 7.5% shared with City;

and

(C) \$2,500,001 and above = 10% shared with City.

(f) The Saints shall annually provide the Revenue Sharing Report to the City as required by Section 3.5 hereof. The Revenue Sharing Report shall be submitted to the City no later than sixty (60) days after the completion of each Season during the Term. Based on the Revenue Sharing Report, the Parties shall determine the Annual Net Ballpark Revenues and the Revenue Sharing for every Year of the Term.

(g) Payments due by the Saints to the City under this Section 6.4 shall be made no later than thirty (30) days following the Parties' determination of the Annual Net Ballpark Revenues and the Revenue Sharing for each Year of the Term.

Section 6.5 Naming Rights.

(a) Effective Date. The provisions on Naming Rights in this Agreement shall become effective upon execution of this Agreement.

(b) Saints Rights. The Saints will have the exclusive right to exercise, market and sell all Naming Rights and, except as provided in this paragraph (b), to receive all revenues therefrom. The Parties agree to cooperate in the solicitation and securing of the Naming Rights, and to negotiate in good faith to establish a base Naming Rights receipts number; above which revenue received by the Saints for Naming Rights shall be applied to the repayment of the City Loan and shall not be included in Annual Gross Ballpark Revenues or the Revenue Sharing Report for Revenue Sharing purposes. Once the City Loan is paid in full, all Naming Rights revenue shall revert to the Saints and such amounts shall be included in Annual Gross Ballpark Revenues and the Revenue Sharing Report for Revenue Sharing purposes. The Saints will not seek or offer Naming Rights, except in accordance with this Agreement and the Advertising and Naming Rights Standards attached hereto as Exhibit G. Any naming of the Ballpark or plazas within the Appurtenant Area must be approved by the City Council; for elimination of doubt, the requirement that City Council approval be obtained does not apply to the naming of interior portions of the Ballpark. In approving or disapproving a name, the City Council may consider, among other things, the propriety of the name or the product it represents for a public facility or whether there is a geographical conflict.

(c) Limitations. Naming Rights shall not include and the Saints shall not have the right to name or rename: (i) any public streets, roadways or rights-of-way; (ii) any City owned parking facilities; (iii) any light rail lines or other rail lines, stations, circulation buildings,

platforms, tracks, and other related facilities; or (iv) any areas of the Site outside of the boundaries of the Ballpark and Appurtenant Area that are not owned or controlled by the City.

(d) Reimbursement to City. In the event that the name(s) given to the Ballpark or Appurtenant Area or any part thereof is changed, the Saints shall reimburse the City for any and all actual third-party costs incurred by it in connection with such name change, including the costs of replacing letterhead, envelopes, mailing labels, business cards, advertising and promotional materials, web sites, and telephone listings and Advertising.

Section 6.6 Advertising.

The provisions on Advertising and Advertising Rights in this Agreement shall become effective upon execution of this Agreement. The Saints will have the exclusive right to exercise, market and sell all Advertising Rights and, subject to Revenue Sharing with the City, to receive all revenues therefrom. The City will work in good faith with the Saints, subject to compliance with all Laws, to maximize signage at the Ballpark and Appurtenant Area. The Saints shall pay all expenses and taxes associated with the exercise of such Advertising Rights and Advertising. The Saints will not seek or offer Advertising Rights or Advertising, except in accordance with this Agreement and the Advertising and Naming Rights Standards attached hereto as Exhibit G, without the prior written consent of the City. Any Advertising reasonably requested to be placed by the City in support of City Events, City recreational or sporting facilities or events, or for a civic purpose, provided that such Advertising is either produced by the City or the City agrees to reimburse the Saints for any costs of production unless otherwise agreed, shall be placed without charge to the City, and shall not result in any reduction of fees or payments paid by the Saints to the City. Such Advertising space shall be in a size and at locations reasonably agreeable to both the City and the Saints, consistent with the advertising at Midway Stadium.

Section 6.7 Broadcast Rights.

The Saints shall have the right to, and to authorize and license others to, exercise Broadcast Rights with respect to all League Events, Saints Home Games and Saints Other Events and, subject to Revenue Sharing with the City, to retain all revenues derived therefrom. The Saints shall pay all expenses and taxes associated with the exercise of such Broadcast Rights. The City hereby grants to the Saints (if and then only to the extent that the City has rights therein or thereto) a royalty-free license, to include in any Broadcast Rights (or fixation thereof) exercised, with respect to any League Events, Saints Home Games and Saints Other Events, any likeness, image, sound or such other item visible or available in the Ballpark from time to time. The Saints shall be authorized to issue a reasonable number of passes or credentials for admission to the Ballpark of personnel engaged in the preparation for such broadcast events, the production thereof, and the removal of equipment thereafter.

Section 6.8 Communication System.

The Saints shall have control of and over the Communication System at the Ballpark with respect to all League Events, Saints Home Games and Saints Other Events; provided, however, that: (a) the Saints shall not display information that is reasonably likely to be offensive to the general public; and (b) the City shall have access to and control of the Communication System to

the extent necessary to protect public safety. The Saints will furnish its own Communication System operator (or operators) for League Events, Saints Home Games and Saints Other Events. A Communication System operator employed or contracted for by the City shall have access to the Communication System to the extent reasonable and necessary to use the Communication System as permitted by (b) above. The Saints shall pay all electricity and maintenance costs for such use of the Communication System.

Section 6.9 Royalty Free License.

The City hereby grants to the Saints a non-exclusive royalty free license (subject to the rights of the City and others and the terms and conditions set forth in this Agreement) to make any lawful use of the name, identity and image of all or part or parts of the Ballpark and Appurtenant Area and, subject to Revenue Sharing with the City, to retain all revenues therefrom. The Saints hereby recognize and agree that the grant of a license contained herein shall not prevent the City or State from using or granting use of the name, identity or image of all or parts of the Ballpark and Appurtenant Area for their own purposes.

Section 6.10 Operation of Concessions.

(a) Rights. The Saints shall have the sole and exclusive right and responsibility to exercise and, subject to Revenue Sharing with the City, retain all revenues from the exercise of Concession Rights and the sole and exclusive right and responsibility to manage the Concession Operations at the Ballpark and Appurtenant Area, at all Events and times, except as otherwise specifically provided herein. The Saints' rights shall include the right and responsibility to: (i) from time to time select and contract with, as set forth below, one or more Concession vendors (any such Person when so acting, being herein referred to as a "Concessionaire") to operate and be responsible for all Concession Operations; (ii) administer any such Concession agreements and, subject to Revenue Sharing with the City, retain all associated revenue from all Events; (iii) determine the types, brands and marketing of all products sold within the Ballpark and Appurtenant Area, and the prices to be charged for such items; and (iv) determine the location of Concession Operations, all subject to the terms and conditions of this Agreement. In exercising Concession Rights, the Saints shall, and shall require any Concessionaire to, comply with the provisions of Minnesota Statutes section 340A.909, as such statute may be amended, modified, or replaced from time to time. Due to the nature of certain Events, other than League Events, Saints Home Games or Saints Other Events, the City has the right to prohibit beer sales at such Events. The Saints will provide Concession Operations for all City Events, unless deemed unnecessary by the City.

(b) Concessionaire. Any Concession agreement or agreements entered into by the Saints and any Concessionaire shall: (i) be for such duration as the Saints shall determine (but which shall terminate not later than the expiration or termination of this Agreement); and (ii) be subject to Revenue Sharing with the City. The Saints' Concession agreement with any Concessionaire shall require that all employees and volunteers of the Concessionaire shall conduct themselves in a professional and courteous manner and shall not unreasonably disturb or interfere with Events.

(c) Concession Operations. The Saints shall comply with all Laws and Legal Requirements which may now or hereafter be in force and effect and shall obtain any licenses necessary to conduct Concession Operations. This includes upgrading equipment, if necessary, to comply with rules and regulations for services the Saints wish to provide outside of traditional Concession Operations from stationary food stands which are part of the facilities.

(d) Novelty Items. The Saints or its licensee shall have the right to sell non-consumable novelty items, including baseball programs, baseball score cards, baseball scorebooks, baseball yearbooks, baseball pennants, baseballs, glasses, cushions, umbrellas, parkas, buttons, and other novelty items customarily sold to patrons at professional baseball events. The Saints shall pay all capital and operating costs of selling the above-listed novelties. Subject to Revenue Sharing with the City, all revenues from the sale of such baseball novelties shall accrue to the Saints.

Section 6.11 State Grant Agreement Requirements.

In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.

(a) The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by DEED and the Commissioner, and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.

(b) The Parties acknowledge that the City is a municipal entity with authority under the Act to own the Ballpark and operate programs of youth and community recreation.

(c) This Agreement may be terminated by the City if there is a Saints Event of Default, in the event that the City reasonably determines that the Saints are not operating or maintaining the Ballpark or Appurtenant Area, or in the event that the City is no longer authorized by law to own or operate the Ballpark or Appurtenant Area.

(d) The Saints are prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Ballpark or Appurtenant Area, except with the advance written consent of DEED and the Commissioner.

(e) Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

ARTICLE VII OPERATIONS COVENANTS

Section 7.1 Interference with Franchise/Corporate Existence.

(a) At all times during the Term, the Saints shall own and maintain the Franchise in good standing, and shall oppose any agreement or requirement, and not enter into or accept any

agreement or requirement, with or from the League or any other Person that is inconsistent with the Saints' commitments under this Agreement.

(b) At all times during the Term, the Saints shall maintain its existence as an entity organized under the Laws of Minnesota and will not dissolve or liquidate, or change its form of existence, without the prior written consent of the City.

Section 7.2 Participation in Sale Proceeds.

(a) Effective Date. The provisions on participation in sale proceeds in this Agreement shall become effective upon execution of this Agreement.

(b) Primary Owner Sale. In the event of a Primary Owner Sale (whether conducted in one (1) or more or a series of transactions) and unless the Primary Owner Sale is an Exempt Transfer, where the Sale Date occurs during any of the periods described below, a portion of the Sales Price of such Primary Ownership Interest actually received on the closing of such Primary Owner Sale (or on such later date when the Sales Price might actually be paid) shall be paid to the City in the following amounts:

(i) from April 4, 2013 until the First Pitch, an amount equal to ten percent (10%) of the Sales Price;

(ii) from the day after the First Pitch through the period ending on the date which is two (2) years after the First Pitch, an amount equal to four percent (4%) of the Sales Price; and

(iii) from the day after the period described in clause (ii) above until the date which is three (3) years after the First Pitch, an amount equal to three percent (3%) of the Sales Price.

The first One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) in Sales Price received (whether received from one (1) or more or a series of transactions) from Primary Owner Sales (individually or collectively) is exempt from any participation by the City. This exemption is subject to a documented dollar for dollar increase, up to a total exemption of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00), based on and solely to the extent that the Saints Additional Contribution (as defined in the Development Agreement) or other Saints contributions are in the form of cash or a verified purchase of Saints Ballpark Purchases (as defined in the Development Agreement). Further, additional third-party contributions that are in addition to the approved Project Budget do not qualify as an increased sales proceeds exemption.

Below is a Table illustrating the City's participation in a portion of the Sales Price from a Primary Owner Sale using an assumed First Pitch date of May 3, 2015.

Year 1	4/4/2013	5/1/2014	10%
Year 2	5/2/2014	5/3/2015	10%
Year 3	5/4/2015	5/3/2016	4%
Year 4	5/4/2016	5/3/2017	4%
Year 5	5/4/2017	5/3/2018	3%

For any Primary Owner Sale, fifty percent (50%) of the amount payable to the City shall be used for repayment of the City Loan and the remaining fifty percent (50%) shall be deposited in the Building Enhancement Fund. Once the City Loan is paid in full, one hundred percent (100%) of the amount payable to the City shall be deposited in the Building Enhancement Fund.

(c) Controlling Interest Sale. In the event of a Controlling Interest Sale where the Sale Date occurs during any of the periods described below, then, unless there is an Exempt Transfer, a portion of the Sales Price of such Controlling Interest actually received on the closing of such Controlling Interest Sale (or on such later date when the Sales Price might actually be paid) shall be paid to the City in the following amounts:

(i) from April 4, 2013 until the First Pitch, an amount equal to ten percent (10%) of the Sales Price;

(ii) from the day after the First Pitch through the period ending on the date which is two (2) years after the First Pitch, an amount equal to four percent (4%) of the Sales Price;

(iii) from the day after the period described in clause (ii) above until the date which is three (3) years after the First Pitch, an amount equal to three percent (3%) of the Sales Price;

(iv) from the day after the period described in clause (iii) above until the date which is four (4) years after the First Pitch, an amount equal to two percent (2%) of the Sales Price; and

(v) from the day after the period described in clause (iv) above until the date which is five (5) years after the First Pitch, an amount equal to one percent (1%) of the Sales Price.

Below is a Table illustrating the City's participation in a portion of the Sales Price from a Controlling Interest Sale using an assumed First Pitch date of May 3, 2015.

Year 1	4/4/2013	5/1/2014	10%
Year 2	5/2/2014	5/3/2015	10%
Year 3	5/4/2015	5/3/2016	4%
Year 4	5/4/2016	5/3/2017	4%
Year 5	5/4/2017	5/3/2018	3%
Year 6	5/4/2018	5/3/2019	2%
Year 7	5/4/2019	5/3/2020	1%
Year 8+	5/4/2020	---	0%

For any Controlling Interest Sale, fifty percent (50%) of the amount payable to the City shall be used for repayment of the City Loan and the remaining fifty percent (50%) shall be deposited one-half (1/2) into the Capital Expenditure Reserve Fund and one-half (1/2) into the Building Enhancement Fund. Once the City Loan is paid in full, fifty percent (50%) of the amount payable to the City shall be deposited in the Capital Expenditure Reserve Fund, and the remaining fifty percent (50%) of the amount payable to the City shall be deposited in the Building Enhancement Fund.

(d) Exempt Transfer. The following Sales and transactions are exempt from any payment requirement (each an “Exempt Transfer”):

- (i) Sales among and between Current Owners;
- (ii) Sales by Subsequent Owners;
- (iii) Sales to Exempt Transferees;
- (iv) Sales by Minority Owners except any Sale by a Minority Owner that is part of a Controlling Interest Sale; and
- (v) a Capital Infusion.

Any subsequent Sale transaction occurring after an Exempt Transfer, or entered into by an Exempt Transferee, that would not qualify as an Exempt Transfer shall be subject to all provisions relating to Sales that are not considered to be Exempt Transfers.

(e) Notice. The Saints shall use commercially reasonable efforts to give the City written notice of any Sale thirty (30) days prior to the Sale and shall, in all events, give the City written notice of any Sale within ten (10) days thereafter. The Saints shall use commercially reasonable efforts to give the City written notice of any Exempt Transfer thirty (30) days prior to such Exempt Transfer and shall, in all events, give the City written notice of any Exempt Transfer within ten (10) days thereafter. Notices of each Sale or Exempt Transfer shall be provided in the form attached as Exhibit J. In connection with any Exempt Transfer, such notice shall include information reasonably sufficient to describe how such Exempt Transfer complies with the requirements of paragraph (c) above so the City can verify the validity of the Exempt Transfer.

(f) Disclosure. At the time of execution of this Agreement, and on an annual basis concurrently with the provision of the Revenue Sharing Report under Section 3.5, the Saints shall make available for review by the City information concerning the identity of all Persons who are holders of Ownership Interests, their respective legal organizational character, and the type and percentage of Ownership Interest for each such Person.

(g) All Successors Bound. In the event of any Sale or Exempt Transfer, the successor in interest shall become bound to the terms and conditions of this Agreement and any related agreements, as applicable.

(h) Sales Prior to First Pitch. If there is a Sale prior to the First Pitch, whereby the City is entitled to participation in a portion of the Sales Price, the funds from the City's participation shall be placed into escrow with a mutually acceptable escrow agent. Upon the First Pitch, the funds shall be released from escrow to the City. If any of the events described in Section 4.3(b)(ii), (iii), or (iv) of the Development Agreement occur, the funds shall be released from escrow to the Saints.

Section 7.3 Continued Use of Midway Stadium.

Until the Saints begin using the Ballpark pursuant to this Agreement, the Saints will continue to play its Saints Home Games at Midway Stadium, in accordance with and subject to the agreement between the City and the Saints for Midway Stadium executed contemporaneously with the execution of this Agreement.

ARTICLE VIII
CAPITAL IMPROVEMENTS, BUILDING ENHANCEMENTS AND ALTERATIONS

Section 8.1 Capital Improvements.

Subject to the provisions of this Agreement and unless the City informs the Saints that it will be performing one (1) or more Capital Improvements, the Saints shall perform all Capital Improvements in the final Capital Improvement Plan with funds in the Capital Expenditure Reserve Fund or provided by the City and in accordance with this Article VIII.

Section 8.2 Capital Expenditure Reserve Fund.

(a) Establishment.

(i) The Capital Expenditure Reserve Fund shall be established by the City pursuant to a trust agreement with the Trustee. The fund shall be entitled "Ballpark Capital Expenditure Reserve Fund" and shall be utilized for the purpose of funding Capital Improvements.

(ii) The City's representative will oversee all funds in the Capital Expenditure Reserve Fund and have the right to review and approve all uses of the same. All funds in the Capital Expenditure Reserve Fund shall be the property of the City and shall be invested in Government Securities or other investments permitted to be made by a Governmental Authority pursuant to Minnesota Statutes Chapter 118A, as such statute may be amended, modified, or replaced from time to time. Investment income earned on the amounts in the Capital Expenditure Reserve Fund shall be added to the principal of the Capital Expenditure Reserve Fund and used as provided in this Agreement.

(b) Deposits into the Capital Expenditure Reserve Fund. Within two (2) Business Days after receipt from the Saints of any Capital Cost Payment, the City shall deposit such amounts into the Capital Expenditure Reserve Fund. The City shall also deposit any funds received by it from Revenue Sharing into the Capital Expenditure Reserve Fund. In the event of a Sale of a Controlling Interest, fifty percent (50%) of the amount payable to the City pursuant to Section 7.2(b) shall be deposited in the Capital Expenditure Reserve Fund.

(c) Payment for Capital Improvements. The funds in the Capital Expenditure Reserve Fund shall not be used for Ordinary Maintenance or Alterations, but shall be used solely for the payment of Capital Improvements as set forth herein. Subject to the terms of this Agreement, the cost of Capital Improvements shall be paid from the Capital Expenditure Reserve Fund. To the extent that funds in the Capital Expenditure Reserve Fund are not sufficient to pay for any authorized Capital Improvements, the City shall fund and pay for such shortfall. The Saints shall have no obligation to pay for Capital Improvements to the Ballpark or the Appurtenant Area except from funds made available for such purpose by the City, either from the Capital Expenditure Reserve Fund or otherwise.

Section 8.3 Short-Term and Long-Term Capital Improvement Plan.

(a) Procedures. The Saints shall develop a Capital Improvement Plan to guide the future capital needs of the Ballpark and Appurtenant Area. The Saints will meet annually with the City's representative to present its annual Capital Improvement Plan for the Ballpark and Appurtenant Area. Any review of the Capital Improvement Plan by the City is solely for the City's benefit and without any representation or warranty to the Saints with respect to the adequacy, correctness or efficiency thereof or its compliance with Laws or otherwise. The deferral or priority of any Capital Improvements will be determined and approved within the City's sole discretion. The City shall make all final determinations with respect to capital funding needs, priorities and expenditures. Once the Capital Improvement Plan has been finalized and accepted by the City's representative, the City's representative shall submit the final Capital Improvement Plan to the City Council for budgeting approval, in the City Council's sole discretion.

(b) Notice of Conditions. If either the City or the Saints knows of or discovers any Laws necessitating performance of Capital Improvements or any condition or defect in, damage to, or alteration of the physical structure, fixtures, appurtenances, machinery, equipment, systems, surfaces or any other capital component of the Ballpark necessitating performance of Capital Improvements, or which, in such Party's reasonable opinion, makes such Capital Improvements necessary or advisable, such Party shall promptly notify the other of such matter.

Section 8.4 Performance of Capital Improvements.

(a) Capital Improvement Plans or Specifications. Once the City has accepted all or any portion of the Capital Improvement Plan, budget authorization has been received from the City Council, and the City has identified and notified the Saints of the approved items to be performed at the Ballpark or Appurtenant Area, the Saints shall select an architect or engineer to prepare any necessary plans or specifications for the City's review. The architect or engineer's fees and expenses and all other costs associated with preparing such plans or specifications shall be paid out of the Capital Expenditure Reserve Fund. Any review or approval by the City of Capital Improvement plans or specifications or other documentation with respect to any Capital Improvements is solely for the City's benefit and without any representation or warranty to the Saints with respect to the adequacy, correctness or efficiency thereof or their compliance with Laws or otherwise. The City shall own the Capital Improvement plans and specifications, including any as-built plans relating thereto, which shall be delivered to the City upon completion of the Capital Improvements described therein.

(b) Construction of Capital Improvements.

(i) The Saints shall perform or cause to be performed all Capital Improvements and shall have the right to select and enter into contracts with any and all contractors, subcontractors, suppliers, vendors, architects, engineers, construction managers, project managers, consultants or other entities or individuals with respect to the completion of Capital Improvements. Unless the work to be done has a total cost of Twenty Thousand and No/100 Dollars (\$20,000.00) or less or is required to be performed on an emergency basis, which in both such events the Saints shall promptly notify the City of the same, the Saints must comply with the City's Vendor Outreach Program, as required by Chapter 84 of the St. Paul Administrative Code in connection with such work. Also in connection with such work, the Saints must comply with prevailing wage law under Minnesota Statutes sections 177.41 to 177.43, as such code or statute may be amended, modified, or replaced from time to time. The Saints will be responsible for obtaining at least two (2) bids whenever the Capital Improvement work is less than One Hundred Thousand and No/100 Dollars (\$100,000.00). For amounts equal to or greater than One Hundred Thousand and No/100 Dollars (\$100,000.00), the Saints will perform bidding in accordance with City procurement ordinances. The Saints shall use reasonable efforts to ensure that the work performed by contractors and subcontractors is performed in a good and workmanlike manner and in compliance with Laws.

(ii) Prior to the commencement of any work, the Saints shall obtain and furnish copies to the City of all necessary governmental Permits and certificates for the commencement and performance of any Capital Improvements, together with evidence of workers' compensation insurance of its contractors in statutory limits, "all risk" or "special form" builder's risk property insurance and general liability insurance, with a completed operation endorsement, for any occurrence in or about the Ballpark (or such other insurance which is then commercially available to cover such risks), under which the City shall be named as additional insured and loss payee, in such limits as the City may reasonably require, with insurers reasonably satisfactory to the City. The City shall be furnished with evidence that all required insurance is in effect at or before the commencement of any Capital Improvements and, on request, at reasonable intervals thereafter during the continuation of such work.

Section 8.5 Building Enhancements.

(a) Establishment of Building Enhancement Fund.

(i) The Building Enhancement Fund shall be established by the City. The fund shall be entitled "Ballpark Building Enhancement Fund" and shall be utilized for the purpose of funding Building Enhancements recommended by the Saints and approved by the City.

(ii) The City's representative will oversee all funds in the Building Enhancement Fund and have the right to review and approve all uses of the same. All funds in the Building Enhancement Fund shall be the property of the City and shall be invested in Government Securities or other investments permitted to be made by a

Governmental Authority pursuant to Minnesota Statutes Chapter 118A, as such statute may be amended, modified, or replaced from time to time. Investment income earned on the amounts in the Building Enhancement Fund shall be added to the principal of the Building Enhancement Fund and used as provided in this Agreement.

(b) In the event of a Controlling Interest Sale, the amount payable to the City pursuant to Section 7.2(c) shall be deposited as provided in Section 7.2(c). In addition, in the event of a Primary Owner Sale, the amount payable to the City pursuant to Section 7.2(b) shall be deposited as provided in Section 7.2(b).

(c) Payment for Building Enhancements. The funds in the Building Enhancement Fund shall not be used for Ordinary Maintenance or Capital Improvements, but shall be used solely for the payment of Building Enhancements suggested by the Saints and approved for payment from the Building Enhancement Fund by the City, which approval shall not be unreasonably withheld or delayed.

Section 8.6 Alterations.

The Saints will not make any Alterations to the Ballpark or Appurtenant Area without the written consent of the City. If the Saints desire to make any Alterations, an accurate description of such Alterations, and the Saints suggested funding source, whether from the Building Enhancement Fund or otherwise, shall first be submitted to the City for its review and approval. Alterations which are not approved by the City for funding out of the Building Enhancement Fund may be completed, in the Saints discretion and at the Saints expense. Any review or approval by the City of plans and specifications or other documentation with respect to any Alteration is solely for the City's benefit and without any representation or warranty to the Saints with respect to adequacy, correctness or efficiency thereof or their compliance with applicable Laws or otherwise. The Saints agree that all Alterations will be done in a workmanlike manner and in conformance with applicable Laws, that the structural integrity and building systems of the Ballpark building will not be impaired, and that no liens will attach to the Ballpark or Site by reason thereof. In connection with any Alterations, the Saints must comply with prevailing wage law under Minnesota Statutes sections 177.41 to 177.43, as such code or statute may be amended, modified, or replaced from time to time. Prior to beginning any Alterations hereunder which involve an amount in excess of Ten Thousand and No/100 Dollars (\$10,000.00), if reasonably requested by the City, the Saints will post or cause its contractors to post performance and payment bonds in an amount equal to the total amount of the project, and naming the City as an additional obligee.

Section 8.7 Title to Alterations, Building Enhancements and Capital Improvements.

All Alterations, Building Enhancements and Capital Improvements made to the Ballpark or Appurtenant Area shall become a part of the Ballpark or Appurtenant Area, shall be the property of the City, and shall remain upon and be surrendered with the Ballpark and Appurtenant Area at the end of the Term.

Section 8.8 Emergency Repairs.

(a) Subject to the terms of this Section, Emergency Repairs shall be made by the Saints. In making Emergency Repairs, the Saints shall comply with the requirements of this Agreement and all Laws.

(b) Except as set forth in this Section, the Saints shall pay for all Emergency Repairs. The City shall pay for Emergency Repairs necessitated due to a design or construction defect. If an Emergency Repair qualifies as a Capital Improvement, the Capital Expenditure Reserve Fund shall be an eligible funding source and, if the funds in the Capital Expenditure Reserve Fund are inadequate, the City shall be responsible for the additional cost. If the Saints make an Emergency Repair that qualifies as a Capital Improvement, the City shall authorize funding from the Capital Expenditure Reserve Fund and, if the funds in the Capital Expenditure Reserve Fund are inadequate, the City shall either directly pay or reimburse the Saints for such additional costs within thirty-five (35) days after submission of an approved invoice. The Parties also agree that the Building Enhancement Fund shall be an eligible funding source for Emergency Repairs.

(c) If the Saints fail to make an Emergency Repair in a timely manner, the City may elect to make such Emergency Repair, and unless such Emergency Repair is the result of a design or construction defect or constitutes a Capital Improvement eligible for funding from the Capital Expenditure Reserve Fund, the Saints shall reimburse the City for all costs incurred by the City within thirty-five (35) days after submission of an invoice.

Section 8.9 City's and Other Governmental Access.

Nothing contained in this Agreement is intended to limit the right of the City or the State when exercising a nonproprietary function (e.g., building and fire safety inspections, as applicable) to access to the Ballpark through properly credentialed personnel.

Section 8.10 Liens.

Except for liens that arise as a result of the City's failure to release funds otherwise available for the payment of costs, the Saints shall not permit mechanics' liens or other liens to be filed or established or to remain against the Ballpark, Appurtenant Area, or Site for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Ballpark, Appurtenant Area or Site, and shall indemnify, defend and hold harmless the City with respect thereto. If any such liens are filed, the Saints shall, within fifteen (15) days after notice of such filing, satisfy or discharge such lien; provided, however, that if the Saints shall first notify the City of its intention to do so and shall deposit in escrow with the City a sum of money or a bond or irrevocable letter of credit acceptable to the City equal to the amount of the claimed lien, the Saints may in good faith contest and, in such event, may permit the lien contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of the City, the non-payment of any such lien subjects the Ballpark, Appurtenant Area or Site to any loss or forfeiture, the City may require the Saints to use the escrow to promptly pay such lien, and if the Saints fail to pay from the escrow, the City may pay the lien and charge the Saints for the same as additional rent.

**ARTICLE IX
INDEMNIFICATION**

Section 9.1 Indemnification and Payment of Damages by Saints.

(a) The Saints shall indemnify, defend and hold harmless the City Indemnified Persons for and shall pay to the City Indemnified Persons the amount of any Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the Saints in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Saints to the City pursuant to this Agreement;

(ii) any breach by the Saints of any covenant or obligation of the Saints in this Agreement;

(iii) any claim by any Person for Damages in connection with the violation by the Saints or the Saints Agents of any Legal Requirements; and

(iv) otherwise arising out of operations of the Saints pursuant to this Agreement.

(b) Notwithstanding the foregoing, this Section 9.1 does not require the Saints to indemnify and defend the City for Damages resulting from willful or negligent acts or omissions of the City.

(c) If the Saints fail to make any payment of any sums payable by the Saints to the City Indemnified Persons on the date due, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

Section 9.2 Additional Indemnification by Saints.

Due to the fact that the Saints will be selling and distributing alcoholic beverages during Events, the Saints specifically agree to defend and hold harmless the City Indemnified Persons from any and all liability for claims for injury, death or property damage, relating to or resulting from the sale, use, consumption or distribution of alcoholic beverages on or about the Ballpark during any Event or sponsored activity.

**ARTICLE X
INSURANCE; RESTORATION**

Section 10.1 Insurance.

(a) The Saints shall obtain a comprehensive general liability and property damage insurance policy insuring against the losses, expenses and liabilities for Saints operations, League Events, Saints Home Games and Saints Other Events. The City shall self insure for

comprehensive general liability and shall obtain a property damage insurance policy insuring against the losses, expenses and liabilities for all other events at the Ballpark, including specifically City Events. The City shall be additional insureds on all Saints policies. The Saints policies shall provide primary coverage. The Saints insurance policies shall have limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate with a \$5,000,000 umbrella/excess policy. At all times, the minimum accepted limits of the underlying policy shall not be less than the aggregate limits for the City of Saint Paul as set forth in Minnesota Statutes section 466.04. The policies must provide that written notice of cancellation be given to both Parties in accordance with the terms and conditions of the policies. The policies may have a reasonable deductible. The Saints shall furnish to the City a Certificate of Insurance evidencing that such insurance policy is in full force and effect when the Saints begin using the Ballpark pursuant to this Agreement. The City shall supply a letter of self-insurance to the Saints.

(b) During the Term of this Agreement and any extension thereof, the Saints shall obtain and keep in force the following policies of insurance with respect to the Saints' respective events described in Section 10.1(a) above:

(i) Comprehensive General Liability Insurance:

(A) \$1,000,000 each occurrence limit; and

(B) \$2,000,000 aggregate limit; and

(C) \$5,000,000 umbrella policy.

(ii) Policy shall include an all services, products and completed operations endorsement.

(iii) Policy shall specifically include the sale and distribution of alcoholic beverages, including Dram Shop coverage, in the coverage amounts, either through endorsement or umbrella policy purchase, with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, and \$5,000,000 umbrella.

(iv) Policy shall include all operations at the Site and all respective activities of the Saints described in Section 10.1(a) above, as well as all activities where alcoholic beverages are sold.

(c) All policies shall be written on an occurrence basis.

(d) The Parties reserve the right to review the insurance policies at any time to ensure that the requirements of this Agreement have been met and satisfied.

(e) If multiple claims are made, or if there is a substantial change in activities held or sponsored at the Ballpark by either Party, then the Parties reserve the right to require the purchase and provision of proof of additional insurance in a reasonable amount.

(f) Satisfaction of policy and endorsement requirements for General Liability policies, occurrence limits, and aggregate limits can be met with the purchase of an umbrella or excess policy. The Saints shall have an umbrella policy with limits of at least \$5,000,000.

(g) The Parties shall provide certificates of insurance and proof of payment of the premiums annually to show all required insurance is in force.

Section 10.2 Restoration.

(a) The City shall have no liability to the Saints if the Ballpark or Appurtenant Area is partially or wholly destroyed or if the Ballpark or Appurtenant Area cannot be used because of a valid governmental order prohibiting use of the Ballpark or Appurtenant Area.

(b) In the event of partial destruction of the Ballpark, the Ballpark shall be deemed suitable for playing Saints Home Games if the athletic playing field can be used, if eighty percent (80%) of the Ballpark seats can be used, if access to the Ballpark is not obstructed, and if use is deemed safe by competent authority. In such event, this Agreement shall continue in full force and effect with no reduction in Rent or in the other payments due from the Saints to the City or in any payments due from the City to the Saints. The City shall restore the Ballpark within one (1) year or have all funds available for restoration and have commenced restoration within one (1) year; otherwise, the Saints may terminate this Agreement.

(c) In the event of total or partial destruction rendering the Ballpark not suitable for playing Saints Home Games or of a valid governmental order prohibiting use of the Ballpark for Saints Home Games, this Agreement will be suspended immediately as to playing Saints Home Games until the governmental order ceases to prohibit use for Saints Home Games or the Ballpark is repaired. The City shall notify the Saints, within ninety (90) days from the date the Ballpark is no longer suitable for playing Saints Home Games, whether the City will rebuild or repair the Ballpark. If the City decides to rebuild or repair the Ballpark, this Agreement will continue to be suspended until the Ballpark is suitable for playing Saints Home Games and the City shall notify the Saints of the City's best estimate of when the Ballpark will be suitable for playing Saints Home Games again. For each Season or part of Season while this Agreement is suspended, the Term shall be extended by one (1) Season. During the period of time while the Ballpark is not suitable for playing Saints Home Games, finding a substitute location for playing Saints Home Games shall be the Saints' sole responsibility and expense, provided the City shall provide such assistance as the Saints may reasonably request. If the City decides not to rebuild the Ballpark, this Agreement shall terminate.

ARTICLE XI EMINENT DOMAIN

Section 11.1 Termination for Condemnation.

In the event that a Condemnation with respect to any material part of the Ballpark shall occur, this Agreement shall terminate (except as hereinafter provided below), on the date on which possession is required to be delivered to the condemning authority. As used herein, "material part" shall mean any of the following:

(a) any part of the Ballpark that, in the reasonable determination of the Parties, would cause the Saints to become unable to make use of the Ballpark for its intended operations or to experience a material loss of revenue; or

(b) any part of the area between the Ballpark and a public street or highway, including the Infrastructure and Site that, in the reasonable determination of the Parties, would cause the Saints to become unable to provide sufficient access to the Ballpark;

provided, however, that the Saints may elect, in its sole discretion, not to treat any of the foregoing as a “material part” of the Ballpark, in which event this Agreement shall not terminate. If this Agreement terminates pursuant to the provisions of this Section, all rights, obligations and liabilities of the Parties shall end as of the effective date of such termination, without prejudice to any rights that have accrued prior to such termination.

Section 11.2 Allocation of Award.

If this Agreement is terminated pursuant to Section 11.1 hereof, then the proceeds of any Condemnation award payable to the City shall be shared on the terms described in section 11.4 for a temporary taking.

Section 11.3 Performance of Work.

If there shall be a Condemnation and this Agreement shall not terminate as a result thereof, the amount of any award for or on account of any Condemnation shall be used to pay for the performance of any and all work necessary to restore the Ballpark to a complete architectural unit suitable for the Saints’ use, which work the City shall cause to be performed in as expeditious a manner as possible.

Section 11.4 Temporary Taking.

This Agreement shall not terminate by reason of a temporary taking of the Ballpark or any portion thereof for public use, except as provided in this Section. In the event of such a temporary taking, the rights and obligations of the Parties under this Agreement shall continue in full force and effect, except that:

(a) any award for such temporary taking for lost profits, loss of business or use, or relocation benefits shall be paid to the Saints;

(b) any award for such temporary taking for restoring the Ballpark to a state equivalent to that which the Ballpark was in immediately prior to such temporary taking shall be paid to the City;

(c) upon the termination of such temporary taking, the City shall use reasonable efforts to restore the Ballpark to a state equivalent to that which the Ballpark was in immediately prior to such temporary taking;

(d) during any period of a temporary taking that creates an Untenantability Period (or such longer period as is reasonably necessary to allow the Saints to make suitable alternate

arrangements), the Saints shall be entitled to make arrangements for an alternate site for Saints Home Games; and

(e) notwithstanding the foregoing, the Saints shall have the right to terminate this Agreement as of the end of any Season if the remaining period of such temporary taking will be for a period of more than one (1) Season following the date of termination, as evidenced by the issuance of any written statement by a duly authorized official of the condemning authority to the effect that such temporary taking will be for such period of time.

ARTICLE XII ENVIRONMENTAL MATTERS

Section 12.1 Covenants of the Parties.

The Parties hereby covenant and agree, for themselves and for their respective Agents, that the Parties shall, and shall cause their respective Agents to:

(a) cause all Required Environmental Permits in connection with such Party's operation of the Ballpark and Appurtenant Area to be maintained in full force and effect and comply with the terms and conditions thereof;

(b) not permit and take reasonable precautions against the presence of Contamination as the result of such Party's use and occupancy of the Ballpark and Appurtenant Area, except to the extent specifically authorized by Governmental Authorities, any Required Environmental Permit or pursuant to Environmental Laws;

(c) comply with applicable Environmental Laws relating to such Party's use, maintenance, operation or occupancy of the Ballpark and Appurtenant Area; and

(d) immediately, upon obtaining actual knowledge of any of the following, notify the other Party in writing, including a detailed description, of: (i) the presence of Contamination; (ii) the receipt of an actual or threatened Environmental Complaint; (iii) a notice from a Governmental Authority that it has, will or intends to revoke or suspend, in whole or in part, a Required Environmental Permit; and (iv) any violation of Environmental Laws or Required Environmental Permits.

Section 12.2 Saints Indemnity of City.

(a) The Saints shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the City Indemnified Persons from and against any and all Claims or Damages directly imposed upon, threatened against, incurred by, awarded or asserted against the City Indemnified Persons, and arising out of, from or in any way relating to:

(i) the failure of the Saints or any of the Saints Agents to comply with any terms, conditions or provisions of Section 12.1 hereof;

(ii) any actual or alleged violation of Environmental Laws or Required Environmental Permits by the Saints or any of the Saints Agents affecting the Ballpark or Appurtenant Area;

(iii) to the extent caused by any act or omission by the Saints or any of the Saints Agents, the presence of any Regulated Substance on, in, at or under the Ballpark or Appurtenant Area (or any portion thereof) or the migration of any Regulated Substances to any surrounding areas or other property; or

(iv) Environmental Complaints based on or relating or pertaining to Contamination on, in, at or under the Ballpark or Appurtenant Area (or any portion thereof) which is caused by the Saints or any of the Saints Agents.

(b) The obligations of the Saints under this Section shall be in effect and enforceable regardless of whether such obligation arises before or after expiration of the Term or the Saints taking possession of all or any portion of the Ballpark or Appurtenant Area; provided, however, that the Saints shall have no obligation to indemnify, defend, protect, save and hold harmless the City Indemnified Persons for any Claims to the extent proportionately caused by the negligence, willful misconduct or gross negligence of the City Indemnified Persons.

(c) Any City Indemnified Person, after the receipt (whether after termination of this Agreement or otherwise) of a written notice of any demand or Claim or the commencement of any suit, action or proceeding concerning the Saints, the Ballpark, Appurtenant Area, or the City Indemnified Persons and related in any manner to the matters set forth in this Article XII, shall provide the Saints with written notice of the same within ten (10) Business Days of receipt of such notice; provided, however, that the failure of any City Indemnified Persons to provide such notice shall not relieve the Saints of any liability to any City Indemnified Persons hereunder, except to the extent such failure actually prejudices the rights and remedies of the Saints.

ARTICLE XIII DEFAULT AND REMEDIES

Section 13.1 Saints Events of Default.

Each of the following shall constitute a “Saints Event of Default” under this Agreement:

(a) the Saints’ failure to pay any Ballpark Rent or Capital Cost Payment owed to the City hereunder on or before the date due, where such failure shall continue for a period of fifteen (15) days after its due date, without regard to whether any notice has been provided to the Saints;

(b) the Saints’ violation or failure to perform or observe any other covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the Saints by the City identifying with particularity the failure or violation; provided, however, that so long as such failure or violation is of a non-monetary nature susceptible to cure, but is not reasonably capable of being cured within such thirty (30) day period, no Saints Event of Default shall exist if the Saints promptly advise the City of the Saints’ intention to duly institute all steps necessary to cure such default and the Saints

promptly commence cure of such failure or violation within such thirty (30) day period and diligently pursue such cure to completion, but such additional time for cure shall not exceed one hundred eighty (180) days after receipt of the initial written notice to the Saints by the City;

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

(d) any representation or warranty made by the Saints herein shall prove to have been incorrect when made, in any material respect;

(e) the Saints shall be in violation of or violate any Laws;

(f) a Saints Event of Default under the Development Agreement; or

(g) a default under the Guaranty.

Section 13.2 City Events of Default.

Each of the following shall constitute a “City Event of Default” under this Agreement:

(a) the City’s failure to pay any amounts owed to the Saints hereunder (including specifically payments to be made by the City to the Trustee pursuant to Section 2.3(a)) on or before the date due, where such failure shall continue for a period of five (5) days after receipt of written notice by the Saints of such failure;

(b) the City’s violation or failure to perform or observe any other covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the City by the Saints identifying with particularity the failure or violation; provided, however, that so long as such failure or violation is of a non-monetary nature susceptible to cure, but is not reasonably capable of being cured within such thirty (30) day period, no City Event of Default shall exist if the City promptly advises the Saints of the City’s intention to duly institute all steps necessary to cure such default and the City promptly commences cure of such failure or violation within such thirty (30) day period and diligently pursues such cure to completion but such additional time for cure shall not exceed one hundred eighty (180) days after receipt of the initial written notice to the City by the Saints; or

(c) any representation or warranty made by the City herein shall prove to have been incorrect when made, in any material respect.

Section 13.3 Remedies Upon Saints Event of Default.

Upon the occurrence of a Saints Event of Default under Section 13.1 hereof, the City will have the right to exercise any one or more of the following remedies:

- (a) terminate this Agreement and lease to or allow use of the Ballpark by another Person;
- (b) re-enter and take possession of the Ballpark and lease to or allow use of the Ballpark by another Person, or cause the Ballpark to be managed by the City;
- (c) terminate this Agreement, sell the Ballpark and apply the sale proceeds as required by the State Grant Agreement;
- (d) seek specific performance or other equitable relief;
- (e) obtain the following payments from the Saints as liquidated damages:
 - (i) payments and costs under this Agreement; and
 - (ii) the present value of the amounts left unpaid on debt service on the Taxable Limited Tax-Supported Ballpark Revenue Bonds, Series 2013 then outstanding;
- (f) exercise and enforce its security interest, if applicable, in any Naming Rights, Advertising, Advertising Rights or other revenue generating agreements; or
- (g) in case of a Saints Event of Default under Section 13.1(a)(ii) hereof, enforce, or direct the Trustee to enforce, rights and remedies under the Guaranty.

In the event that the City re-enters and takes possession of the Ballpark and Appurtenant Area, whether or not it has terminated this Agreement, the City will use commercially reasonable efforts to mitigate its own damages, costs and expenses. In the event that the City secures another user of the Ballpark and Appurtenant Area or sells the Ballpark, after the City has been reimbursed or made whole for all of its damages, costs and expenses, including the cost to the City of such action, incurred due to the Saints default, the City will apply the balance of any rent or use payment, or any sales proceeds remaining after application as required by the State Grant Agreement, to mitigate and minimize the amount due and owing by the Saints under this Section 13.3.

Section 13.4 Remedies Upon City Event of Default.

Upon the occurrence of a City Event of Default under Section 13.2 hereof, the Saints will have the right to exercise any one or more of the following remedies:

- (a) seek specific performance or other equitable relief; or
- (b) obtain payments and costs from the City as liquidated damages.

Section 13.5 Injunctive Relief; Specific Performance.

The Parties acknowledge that the rights conveyed by this Agreement, and the covenants of the Parties, as they relate to the Saints occupation and use of the Ballpark to play professional baseball, are of a unique and special nature, and that a violation of this Agreement caused by the

Saints not occupying and using (or not being allowed to occupy and use) the Ballpark as provided herein, shall result in immediate and irreparable harm: (a) to the City, if the Saints refuse to occupy and use the Ballpark; and (b) to the Saints, if they are denied the ability to occupy and use the Ballpark by the City acting in its capacity as the owner of the Ballpark under this Agreement (as opposed to the City acting in its regulatory capacity, i.e. regulation of health, fire, safety, etc.). In the event of any such actual or threatened breach or violation of this Agreement caused by such actions, the Party so harmed shall be entitled as a matter of right to an injunction or a decree of specific performance from any equity court of competent jurisdiction without the posting of any bond. The Parties acknowledge, approve and adopt the conclusive determination that specific performance of this Agreement is made for adequate consideration and upon terms which are otherwise fair and reasonable, has not been included through sharp practice, misrepresentation or mistake, does not cause unreasonable or disproportionate hardship or loss to the themselves or to third parties, and involves performance in a manner and the rendering of services of a nature and under such circumstances that the Parties cannot be adequately compensated in damages. The Parties waive the right to assert the defense that a breach of this Agreement caused by the Saints not occupying or using the Ballpark, for whatever reason, can be compensated adequately in damages in an action at law. The Parties further agree and stipulate that the nature of this Agreement shall not be a defense or otherwise a factor and hereby waive the right to assert such in any dispute over the use of specific performance or injunctive relief as a remedy under this Agreement for the failure or inability of the Saints to occupy and use the Ballpark.

Section 13.6 Remedies Cumulative; Limitations on Saints' Remedies; Waiver.

All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation of damages, fees and costs against the City or the Saints as provided for in this Agreement. A Party's exercise of any right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy. In no event shall either Party be entitled to consequential or incidental damages against the other Party and in no event shall either Party have any liability or responsibility for consequential or incidental damages to any Person. In no event shall either Party be entitled to damages or attorney's fees or court costs by reason of any failure, refusal or delay on the part of the other Party to consent or approve any matter requested by the other Party.

Section 13.7 No Termination of Agreement.

The Saints hereby agree that, upon the occurrence of any City Event of Default, it shall not be entitled to terminate this Agreement on account of such City Event of Default.

Section 13.8 Notice of Material Breach.

Until the Expiration Date, the Saints shall promptly provide written notice to the City as soon as the Saints have knowledge of any event, condition or state of affairs which could reasonably be expected to lead to a material deterioration in the financial position of the Saints or other circumstances which could result in a material breach of this Agreement on the part of the Saints or otherwise materially and adversely affect the ability of the Saints to timely and completely satisfy and fulfill its obligations under this Agreement. The notice shall include information as to the nature of such event, condition or state of affairs and what steps, if any, the Saints are taking or considering taking to prevent any material, adverse outcome.

Section 13.9 Limited Recourse Obligations of City; Members and Officers Not Liable.

(a) Except for the City's specific monetary obligations in Section 2.3(a) and 8.2(c), notwithstanding and prevailing over any other contrary provision or implication of this Agreement, any and all duties, liabilities, and obligations of the City under this Agreement shall be required to be paid or performed by the City only to the extent that any funds related to the Project are available, and no duties, liabilities, or obligations of the City with respect to this Agreement relating to the Project shall be required to be satisfied from any other funds, revenues, or reserves of the City.

(b) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any member, director, officer, employee, or agent of the City in his or her individual capacity or any other Governmental Authority, and no recourse shall be had for any Claim hereunder against any member, director, officer, employee, or agent of the City or any other Governmental Authority in such capacity. Except to the extent set forth in the Guaranty, all covenants, stipulations, promises, agreements, and obligations of the Saints contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the Saints and not of any member, partner, owner, manager, officer, employee, or agent of the Saints in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any member, partner, owner, manager, officer, employee, or agent of the Saints in such capacity.

Section 13.10 Ballpark Rent Defaults; Guaranty.

Should a Saints Event of Default under Section 13.1(a)(ii) hereof occur, the Trustee or the City shall be entitled to immediately exercise any of its rights under the Guaranty. In such case, if:

(a) the Trustee or the City so exercises its rights, and sufficient amounts under the Guaranty are available and are applied so as to cause debt service on the Taxable Limited Tax - Supported Ballpark Revenue Bonds, Series 2013 next due and payable immediately following such Saints Event of Default to be paid timely and in full without recourse to any other funds held by the Trustee;

(b) no other Saints Event of Default occurs or is continuing;

(c) no default under the Guaranty occurs or is continuing; and

(d) no previous Saints Event of Default under Section 13.1(a)(ii) hereof shall have occurred during the Term (regardless of whether any such previous Saints Event of Default may have occurred but was subsequently waived by the City or cured with the consent of the City), then the City shall forebear from exercising any additional remedies by reason of the Saints Event of Default under Section 13.1(a)(ii) for a period of sixty (60) days after the date the payment of Ballpark Rent was due; provided however, that such forbearance, if any, shall not constitute a waiver of such Saints Event of Default.

This Section 13.10 shall apply only to the initial occurrence (if any) of a Saints Event of Default under Section 13.1(a)(ii) hereof during the term and shall not be applicable in the case of any other Saints Event of Default (whether under Section 13.1(a)(ii) hereof or otherwise).

ARTICLE XIV REPRESENTATIONS AND WARRANTIES

Section 14.1 Representations and Warranties of City.

The City hereby represents and warrants to the Saints the following as of the date of execution of this Agreement:

(a) Organization. The City is a municipal corporation, duly organized, validly existing, and in good standing under the Laws of the State of Minnesota.

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

(c) No Conflicts. The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the City is a party or by which the City or its assets may be bound or affected.

(d) No Violation of Laws. The City has complied in all material respects with all Legal Requirements, has not received written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the City with Legal Requirements, and is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

(e) Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the City, threatened against or which affects the City seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the

performance of the transactions contemplated herein or that might materially and adversely affect the use and operation of the Ballpark as contemplated in and by this Agreement or the performance of the City hereunder, except as may be set forth on Exhibit H attached hereto.

Section 14.2 Representations and Warranties of Saints.

The Saints hereby represent and warrant to the City the following as of the date of execution of this Agreement:

(a) Organization. The Saints are a corporation duly organized, validly existing and in good standing under the Laws of the State of Minnesota. The Saints are the owner of the Franchise.

(b) Authorization, Validity and Enforceability. The Saints have all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery and performance of all obligations of the Saints under this Agreement have been duly authorized and approved by all necessary Saints action. All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Saints under this Agreement has been taken. All consents and approvals of any Person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute the valid and legally binding obligations of the Saints, enforceable against it in accordance with its terms.

(c) No Conflicts. The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the Saints are a party or by which the Saints or its assets may be bound or affected, including League Rules and Regulations, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any agreement or instrument to which the Saints are a party or by which the Saints or its assets may be bound or affected, including League Rules and Regulations.

(d) No Violations of Laws. The Saints have complied in all material respects with all Legal Requirements, have not received written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Saints with Legal Requirements, and are not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

(e) Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the Saints, threatened against or which affects the Saints seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or that might materially and adversely affect the use and operation of the Ballpark as contemplated in and by this Agreement or the performance of the Saints hereunder, except as may be set forth on Exhibit H attached hereto.

(f) League Good Standing. The Saints and the Franchise are and will remain in good standing with the League and under League Rules and Regulations.

(g) Title. The Saints shall not create any lien, encumbrance, easement, license, right-of-way, covenant, condition or restriction that would encumber the Ballpark, Infrastructure, or Site, without the prior written approval of the City, to be granted or withheld in its sole discretion.

ARTICLE XV MISCELLANEOUS

Section 15.1 Recording of this Agreement.

This Agreement shall not be recorded, but at the request of either the City or the Saints, the Parties shall promptly execute, acknowledge and deliver to each other a memorandum of agreement in the form of Exhibit I (and a memorandum of modification of agreement in respect of any modification of this Agreement) sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement.

Section 15.2 Further Actions.

The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, the Parties shall take all actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened. The Parties further covenant and agree to cooperate and assist each other in the creation, establishment, granting or conveying, either by easement, declaration, license or any other instrument or agreements (whether recorded or unrecorded) as the City may deem necessary or reasonably advisable, to provide for the continued and uninterrupted use of Utilities, ingress/egress, and other easements necessary for the operation of the Ballpark and Appurtenant Area.

Section 15.3 Good Faith.

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

Section 15.4 Notice of Matters.

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

Section 15.5 Form of Notices; Addresses.

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

To the Saints: St. Paul Saints Baseball Club, Inc.
1771 Energy Park Drive
St. Paul, MN 55108
Attn.: Executive Vice President

with a copy to: Leonard, Street and Deinard
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
Attn.: Robyn Hansen

To the City: Saint Paul Parks and Recreation
25 West 4th Street
400 City Hall Annex
Saint Paul, MN 55102
Attn.: Parks Director

with a copy to: Saint Paul City Attorney's Office
400 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn.: Saint Paul City Attorney

and a copy to: City of Saint Paul
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55012
Attn.: Finance Director

and a copy to: McGrann Shea Carnival
Straughn & Lamb, Chartered
800 Nicollet Mall, Suite 2600
Minneapolis, MN 55402
Attn.: Kathleen M. Lamb

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

Section 15.6 Force Majeure.

The non-occurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or non-occurrence is due to the occurrence of a Force Majeure condition and without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause; provided, however, that if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the City and the Saints. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure a Saints Event of Default or City Event of Default under this Agreement.

Section 15.7 Calculation of Time.

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

Section 15.8 Time is of the Essence.

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement to which time is a factor.

Section 15.9 Incorporation by Reference.

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

Section 15.10 Entire Agreement.

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

Section 15.11 Amendment.

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

Section 15.12 Binding Effect; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the City and the Saints. Any Assignment shall be subject to the terms and conditions of Article V hereof.

Section 15.13 Headings.

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

Section 15.14 No Presumption Against Drafter.

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

Section 15.15 Severability.

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

Section 15.16 Third Party Beneficiaries.

Other than the rights granted to the State herein, nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement, or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

Section 15.17 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Minnesota, notwithstanding its conflicts of law or choice of law provisions. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or

enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Saints agree that all legal actions initiated by the Saints with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Ramsey County, District Court and shall not be removed therefrom to any other federal or state court.

Section 15.18 Counterparts.

This Agreement may be executed and delivered in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement.

Section 15.19 Relationship of Parties.

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

Section 15.20 Dispute Resolution.

Except as otherwise set forth herein, any Claim between or among the Parties that cannot be resolved by their respective representatives shall be subject to litigation in a court of competent jurisdiction within the State. The prevailing Party in the litigation proceeding shall be entitled to recover its reasonable costs, expenses and attorneys' fees as part of the award or judgment.

Section 15.21 Approval.

(a) In each instance in this Agreement where the approval or consent of the City may be sought or is required, a determination as to whether that approval or consent must be provided by the City Council, or may be provided by City staff, shall be made by City staff in their sole and absolute discretion. In the event that City staff determines that City approval or consent must be provided by the City Council, such approval or consent may be given or withheld by the City Council in its sole and absolute discretion.

(b) In each instance in this Agreement where the approval or consent of the City may be sought or is required, and where the approval or consent of the City is to be made by City staff, and not by the City Council, such approval or consent shall not be unreasonably withheld, conditioned or delayed.

(c) In each instance in this Agreement where the approval or consent of the Saints may be sought or is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed.

Section 15.22 Nondiscrimination.

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, age or familial status in the sale, lease,

sublease, transfer, use, occupancy, tenure or enjoyment of the Ballpark or Appurtenant Area. Neither the Saints nor any Person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sub-licensees or vendors (if any), using or operating at the Ballpark or Appurtenant Area or any portion thereof.

Section 15.23 Estoppel Certificate.

Each of the City and the Saints, respectively, agrees that at any time and from time to time within fourteen (14) Business Days after receipt of a written request by the other Party, the Saints or the City, as the case may be, shall execute, acknowledge and deliver to the other Party a statement in writing certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same is in full force and effect as modified and identifying the modifications; (b) that the City or the Saints, as the case may be, are not, to knowledge of the City or the Saints, as case may be, in default under any provisions of this Agreement or, if there has been a default, the nature of such default; (c) that all work with respect to the Ballpark to be performed by the City or the Saints, as the case may be, under this Agreement has been performed or, if not so performed, specifying the work to be performed; and (d) any other matter that the City or the Saints, as the case may be, or such prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any Person.

Section 15.24 Approval of League.

The Saints represent that it has obtained all necessary consents and approvals of the League to the execution and delivery of this Agreement.

Section 15.25 Saints Subject to League.

The Saints represent that, as of the date of this Agreement and to its knowledge, this Agreement is not inconsistent with League Rules and Regulations, any present agreements or arrangements entered into with third parties by or on behalf of the League, or such other entities created for all teams comprising the League to regulate or conduct League business (collectively, the "League Entities"), either on its own behalf or on behalf of the League clubs, or any present agreements or arrangements entered into between the Saints and any of the League Entities. Further, the Saints agree that no current or future requirements, arrangements or agreements that are imposed or purported to be imposed by the League Entities or any of the other entities described above relieve the Saints in whole or in part from any of its obligations and agreements in this Agreement. In addition to (and not in limitation of) the Saints' obligations and agreements in Article VII hereof, the Saints shall oppose any future agreement or arrangement or League Rules and Regulations that would be inconsistent with any of the foregoing or contrary to, or impede or interfere with, the Saints' performance of any of its obligations under this Agreement. For the avoidance of doubt, in the event of any conflict or inconsistency between this Section 15.25 and Article VII, the terms and provisions of Article VII shall control. The Parties acknowledge that any Assignment of the Franchise or the intellectual property or other rights associated therewith is subject to the prior approval of the League and League Rules and Regulations.

Section 15.26 Termination Prior to Commencement of Term.

Prior to the Commencement Date, this Agreement shall automatically terminate concurrently and in connection with the termination of the Development Agreement. After the Commencement Date, this Section 15.26 shall have no further force and effect.

Section 15.27 Compliance as to Bonds.

(a) Subject to direction from Minnesota Management and Budget and the requirements of Section VIII.6. of the G.O. Compliance Checklist for USE CONTRACTS for the Project, if interest on any Ballpark Bonds or any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes (“Tax-Exempt Bonds”) and if the City determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.

(b) The Saints shall comply with and provide any information required by the City or the Commissioner in connection with the Ballpark Bonds and State bonds.

Section 15.28 Development Agreement.

Prior to the Commencement Date, the provisions of the Development Agreement which differ from those in this Agreement shall be interpreted as complementing those in this Agreement where they do not conflict and as superseding those in this Agreement where they do conflict.

Section 15.29 No Waiver of City Immunity or Liability.

Nothing contained in this Agreement, including any provisions regarding the City obtaining insurance or otherwise being insured, shall in any way affect or impair the City’s immunity or the immunity of the City’s employees, consultants, or independent contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity, or otherwise. Nothing contained in this Agreement, including any provisions regarding the City obtaining insurance or otherwise being insured, shall in any way affect or impair the limitations on the City’s liability or the liability of the City’s employees, consultants, or independent contractors set forth in Minnesota Statutes Chapter 466, as such statute may be amended, modified, or replaced from time to time. By entering into this Agreement, the City does not waive any rights, protections, or limitations provided for the City or its employees, consultants, or independent contractors under the various rules of governmental immunity or under Minnesota Statutes Chapter 466, as such statute may be amended, modified, or replaced from time to time.

Section 15.30 Conformity with the Act and State Grant Program.

The Saints acknowledge and agree that the State Grant and the use of the proceeds thereof with respect to the Project are subject in all respects to the State Grant Agreement and the terms and provisions thereof, the laws, rules and regulations applicable to the State Grant Program, and other applicable Laws (herein, the “State Grant Legal Requirements”), all of which are by this reference incorporated in this Agreement as though set forth in full. The City and the Saints intend that this Agreement and any other agreements, instruments or arrangements relating to the Project (herein, the “Project Agreements”), shall be subject to, conform to and be consistent with the State Grant Legal Requirements. In the event of any conflict or apparent conflict between any term, provision or condition required or applicable by reason of the State Grant Legal Requirements, on the one hand, and the Project Agreements on the other hand, the State Grant Legal Requirements shall control.

Section 15.31 Data Practices Act.

The Saints acknowledge that the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”). To the extent required by law, the Saints shall abide by the provisions of the Act. The Saints agree to promptly notify the City if it becomes aware of any potential claims, or facts giving rise to potential claims, under the Act. The terms of this provision shall survive the cancellation or termination of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set out at its head.

SAINTS:

ST. PAUL SAINTS BASEBALL CLUB, INC.,
a Minnesota corporation

By: 

Name: MARVIN S. GOLDKLANG

Title: CHAIRMAN

CITY OF SAINT PAUL,
a municipal corporation of the State of Minnesota



Mayor



Director of Parks and Recreation



Director of Financial Services



City Clerk

Approved as to form:



City Attorney

EXHIBIT A

INFORMATION FOR AND FORM OF ANNUAL MAINTENANCE PLAN

The Annual Maintenance Plan will include a narrative report summarizing the repairs and Ordinary Maintenance performed in the previous twelve (12) month period (January-December) along with an outline of plans for the upcoming twelve (12) month period. It will also include a detailed schedule of planned activities pursuant to the definition of Ordinary Maintenance in this Agreement and an outline of changes to any previous related procedures that will be modified in order to accomplish the responsibilities of the Saints pursuant to Section 6.1(c) of this Agreement. The report will not include Capital Improvements.

The Annual Maintenance Plan shall identify:

- (a) any new equipment or machinery added to the Ballpark, any modifications to existing maintenance plans, etc.;
- (b) stipulated or recommended procedures provided by suppliers and manufacturers in operating manuals or warranties for Ballpark components;
- (c) contracted maintenance of any operating systems or equipment; and
- (d) winterizing plans and timetable.

In addition to the narrative report, the Annual Maintenance Plan shall be in substantially the form attached hereto and shall include a computerized/spreadsheet summary also in substantially the form attached hereto.

[See attached]

**Form of Annual Maintenance Plan
Provided Pursuant to Section 6.1 of the Ballpark Use Agreement**

The following is the Annual Maintenance Plan for [insert year] submitted by the St. Paul Saints Baseball Club, Inc. ("Saints") pursuant to Section 6.1 of the Ballpark Use Agreement by and between the City of Saint Paul and the Saints dated as of _____, 2013:

(a) The items of Ordinary Maintenance (as defined in the Ballpark Use Agreement) proposed to be performed are shown behind Tab _____;

(b) The Ordinance Maintenance that has been performed in the 12 months preceding this year are shown behind Tab _____; and

(c) The items of Ordinance Maintenance planned to be performed for the next 12 months are shown at Tab ____.

In addition to the foregoing, the attachments show needed repairs that have been identified, their status and timetable for completion.

REPORT REQUIRED BY SECTION 6.1(c)(ii)
OF THE USE AGREEMENT RELATING TO ANNUAL MAINTENANCE ITEMS

Item:	
Location:	
Description of defect or failure/Cause:	
Date discovered:	
Age of item:	
Warranty (If Yes provide details):	
Item of scheduled repair/replacement?	
Has item broken or failed previously? If so, when?	
Has defect/failure caused injury to persons or damage to property?	
Recommendation and level of priority:	
Estimated cost to repair/replace	
Repair/replace vendor:	
Images Attached (Yes or No):	

EXHIBIT B

APPURTENANT AREA PLAN

[See attached]



RYAN A/E, INC.
 14 South Tower
 Minneapolis, MN 55414-3413
 612.497.4000 ext. 400
 612.497.2000 fax
 WWW.RYANCOMPANIES.COM

EXTENT OF FDP BUILDING

PROJECT NAME
 Location
 310 East Fifth Street
 Saint Paul, Minnesota
 55101

DESIGN ARCHITECT
 JULE SNOW ARCHITECTS, INC.
 3000 University Ave.
 Saint Paul, MN 55101

LANDSCAPE ARCHITECT OF RECORD
 RYAN A/E, INC.
 14 SOUTH TOWER
 MINNEAPOLIS, MN 55414
 612.497.4000
 WWW.RYANCOMPANIES.COM

ARCHITECTURAL ENGINEER
 HENDERSON ENGINEERS, INC.
 10000 Hennepin Ave.
 Minneapolis, MN 55412
 612.497.4000

LIFE WATER CONSULTANT
 KINSEY FIRE CONSULTING
 4000 Hennepin Ave.
 Minneapolis, MN 55412
 612.497.4000

STRUCTURAL ENGINEER
 EHRHART ENGINEERS
 10000 Hennepin Ave.
 Minneapolis, MN 55412
 612.497.4000

MECHANICAL ENGINEER
 HENDERSON ENGINEERS, INC.
 10000 Hennepin Ave.
 Minneapolis, MN 55412
 612.497.4000

ELECTRICAL ENGINEER
 HENDERSON ENGINEERS, INC.
 10000 Hennepin Ave.
 Minneapolis, MN 55412
 612.497.4000

PLUMBING ENGINEER
 HENDERSON ENGINEERS, INC.
 10000 Hennepin Ave.
 Minneapolis, MN 55412
 612.497.4000



PROPERTY LINE
 Dog Park
 Appurtenant Areas

REPRESENTATIVE CODES: GENERAL COMMENTS
 (FOR THE OPERATIONS AND MAINTENANCE FACILITY)

REPRESENTATIVE CODES: GENERAL COMMENTS
 (FOR THE OPERATIONS AND MAINTENANCE FACILITY)

REPRESENTATIVE CODES: GENERAL COMMENTS
 (FOR THE OPERATIONS AND MAINTENANCE FACILITY)

REPRESENTATIVE CODES: GENERAL COMMENTS
 (FOR THE OPERATIONS AND MAINTENANCE FACILITY)

DATE: 12/15/11
 DRAWN BY: J. SNOW
 CHECKED BY: J. SNOW
 PROJECT NO: 52001013

PROJECT NO: A050

SHEET NO: 1

ARCHITECTURAL
 SITE PLAN

**PRELIMINARY
 NOT FOR CONSTRUCTION**

EXHIBIT C

PROHIBITED ADVERTISING

“Prohibited Advertising” shall mean advertising which:

- (a) is contrary to law or promotes any unlawful activity or purpose;
- (b) is obscene, immoral, indecent or is likely to be offensive to the general public;
- (c) contains advertising related to tobacco products; or
- (d) contains political advertising.

EXHIBIT D

DESCRIPTION OF SITE

The Site currently consists of eleven (11) parcels, identified by parcel identification numbers and current owners as follows:

1. PID: 32-29-22-33-0364
Current Owner: City of Saint Paul
2. PID: 32-29-22-33-0363
Current Owner: City of Saint Paul
3. PID: 32-29-22-33-0365
Current Owner: City of Saint Paul
4. PID: 32-29-22-33-0117
Current Owner: City of Saint Paul
5. PID: 32-29-22-33-0005
Current Owner: City of Saint Paul
6. PID: 32-29-22-33-0004
Current Owner: City of Saint Paul
7. PID: 32-29-22-33-0121
Current Owner: City of Saint Paul
8. PID: 32-29-22-33-0122
Current Owner: City of Saint Paul
9. PID: 32-29-22-33-0001
Current Owner: City of Saint Paul
10. PID: 32-29-22-33-0252
Current Owner: City of Saint Paul
11. PID: 32-29-22-31-0045
Current Owner: City of Saint Paul

The Site is legally described as follows:

Former Diamond Products Property

Lots 7 and 8, Block 44, Kittson's Addition to St. Paul, according to the recorded plat thereof, and the vacated streets and alleys accruing thereto, Ramsey County, Minnesota; except those parts of the Southeasterly half of the vacated alleys abutting Lots 7 and 8, Block 44 and abutting Lot 5 and the Westerly 20 feet of Lot 6, Block 43, all in Kittson's Addition to

St. Paul, according to the recorded plat thereof, which accrued thereto by virtue of the vacation of said alleys; and except that part of vacated Pine Street lying between said Blocks 43 and 44, which lies Southeasterly of a line connecting the center lines of the vacated alleys in said Blocks 43 and 44 and Northwesterly of a line connecting the Southeasterly lines of the vacated alleys in said Blocks 43 and 44.

(Parcel ID No: 32-29-22-33-0005)

AND

Lots 5 and the Westerly 20 feet of Lot 6, Block 43, Kittson's Addition to St. Paul, according to the recorded plat thereof, and the vacated streets and alleys accruing thereto, Ramsey County, Minnesota; except those parts of the Southeasterly half of the vacated alleys abutting Lots 7 and 8, Block 44 and abutting Lot 5 and the Westerly 20 feet of Lot 6, Block 43, all in Kittson's Addition to St. Paul, according to the recorded plat thereof, which accrued thereto by virtue of the vacation of said alleys; and except that part of vacated Pine Street lying between said Blocks 43 and 44, which lies Southeasterly of a line connecting the center lines of the vacated alleys in said Blocks 43 and 44 and Northwesterly of a line connecting the Southeasterly lines of the vacated alleys in said Blocks 43 and 44.

(Parcel ID No: 32-29-22-33-0004)

AND

Lots 5, 6, 7 and 8, Block 42, Kittson's Addition to St. Paul, according to the recorded plat thereof, and the Easterly $\frac{1}{2}$ of vacated Olive Street accruing thereto, Ramsey County, Minnesota.

(Parcel ID No: 32-29-22-33-0001)

AND

Lots 1, 2, 5, 6, 7 and 8, Block 45, Kittson's Addition to St. Paul, according to the recorded plat thereof, and that part of vacated Pine Street, East 4th Street and vacated alley that accrues thereto.

AND

Lots 3 and 4, Block 45, Kittson's Addition to St. Paul, according to the recorded plat thereof, and that part of vacated alley that accrues thereto, Ramsey County, Minnesota.

(Torrens Property, Certificate of Title No. 515728)

AND

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 46, Kittson's Addition to St. Paul, according to the recorded plat thereof, and that part of vacated Pine Street, East 4th Street, Olive Street and alley that accrues thereto, Ramsey County, Minnesota.

AND

Lot 1, except that triangular portion of Lot 1, Block 47, Kittson's Addition to St. Paul, according to the recorded plat thereof, described as follows: Beginning at the most Northerly corner of said Lot 1; thence Southeasterly along the Northeasterly line of said Lot 1, a distance of 15 feet; thence Westerly to a point on the Northwesterly line of said Lot 1 which is 15 feet Southwesterly of the point of beginning; thence Northeasterly along the Northwesterly line of said Lot 1, a distance of 15 feet to the point of beginning; and Lots 2, 3, 4, 5, 6, 7 and 8, Block 47, Kittson's Addition to St. Paul, according to the recorded plat thereof, and that part of vacated Olive Street, East 4th Street and alley that accrues thereto.

AND

That part of the Southerly Thirty-Three feet (S'ly 33') of East Fourth Street in Saint Paul, Minnesota, situated between the Easterly side of Broadway Street and the Westerly side of John Street in said city hereby intending to convey all of Grantor's right, title and interest in and to that part of vacated East Fourth Street that was vacated by the City Council of the City of St. Paul pursuant to the resolution of said Council adopted on December 29, 1965, as Council File No. 226489.

(Parcel ID No: 32-29-22-33-0252)

Former M Rasoir, Ltd Property

That part of Lot 5, Block 44, Kittson's Addition to St. Paul, according to the plat thereof on file and of record in the Office of the County Recorder in and for Ramsey County, Minnesota, lying easterly of the following described line: Beginning at the most southerly corner of said Lot 5; thence run northerly to a point on the northwesterly line of said Lot 5, distant 30 feet northeasterly of the most westerly corner thereof, and there terminating; and Lot 6, Block 44, Kittson's Addition to St. Paul, Ramsey County, Minnesota.

(Parcel ID No: 32-29-22-33-0117)

AND

Lots 7 and 8 and northeasterly 30 feet of Lot 6, Block 43, Kittson's Addition to the City of St. Paul, Ramsey County, Minnesota, and westerly 18 feet of vacated Olive Street adjacent to said Lot 8.

(Parcel ID No: 32-29-22-33-0121)

AND

All those parts of Block 48 through 51, inclusive, Kittson's Addition to the City of St. Paul, Ramsey County, Minnesota, and the vacated streets and alleyways adjacent thereto, described as follows: Beginning at the most Westerly corner of Lot 4 in said Block 48; thence Northeasterly along the Northwesterly lines of said Blocks 48, 49 and 50, and the Northeasterly extensions thereof to the most Westerly corner of Lot 4 in said Block 51; thence Northeasterly along the Northwesterly line of said Block 51 to the most Northerly corner of Lot 2 in said Block 51; thence Southeasterly along the Northeasterly line of said Lot 2 and its Southeasterly extension to the Southeasterly line of the alley in said Block 51 and the most Northerly corner of Lot 7 in said Block 51; thence Southwesterly along the Southeasterly alley line and the Southeasterly lines of the alleys in said Blocks 50 and 49 and the Southwesterly extensions thereof to the most Northerly corner of Lot 8 in said Block 48; thence Southwesterly along the Southeasterly alley line in said Block 48 to the Southwesterly line of said Block 48; thence Northwesterly along said Southwesterly line to the point of beginning.

(Parcel ID No: 32-29-22-31-0045)

Former BNSF Railway Company Property

That portion of vacated Olive Street, in the City of Saint Paul, Ramsey County, Minnesota, bounded as follows:

Northwesterly by the southwesterly prolongation of the Northwesterly line of Lot 5, Block 42, Kittson's Addition to Saint Paul; Northeasterly by the centerline of said vacated Olive Street; Southeasterly by the Northwesterly line of East Fifth Street, and Southwesterly by the Northeasterly line of the Southwesterly 18.0 feet of said vacated Olive Street.

(Parcel ID No: 32-29-22-33-0122)

Former Market House Condominium Association Parking Lot Property

Parcel 1:

Tract A, Registered Land Survey No. 594, Ramsey County, Minnesota.

(Torrens Property, Certificate of Title No. 563141)

Parcel 2:

Lots 2, 3 and 4, Block 43 and Lots 1, 3 and 4, Block 44, Kittson's Addition to the City of St. Paul, according to the plat thereof on file and of record in Ramsey County, Minnesota, including those parts of vacated Pine, Olive and 6th Streets and the alley accruing thereto by reason of the vacation thereof:

Which lies within the following described line:

Commencing at the Northwest corner of Lot 5, said Block 44; thence run Northeasterly on an azimuth of 55 degrees 02 minutes 47 seconds, along the Northerly line of said Lot 5, for 36.68 feet to the point of beginning of the line to be described; thence on an azimuth of 353 degrees 47 minutes 58 seconds for 37.40 feet; thence on an azimuth of 37 degrees 00 minutes 48 seconds for 19.17 feet; thence on an azimuth of 08 degrees 22 minutes 34 seconds for 18.59 feet; thence on an azimuth of 47 degrees 16 minutes 51 seconds for 26.76 feet; thence on an azimuth of 15 degrees 39 minutes 58 seconds for 46.06 feet; thence on an azimuth of 64 degrees 51 minutes 09 seconds for 17.49 feet; thence on an azimuth of 16 degrees 10 minutes 41 seconds for 43.24 feet; thence on an azimuth of 81 degrees 19 minutes 37 seconds for 118.66 feet; thence on an azimuth of 66 degrees 22 minutes 39 seconds for 15.13 feet; thence on an azimuth of 84 degrees 01 minutes 48 seconds for 79.54 feet; thence on an azimuth of 144 degrees 59 minutes 55 seconds for 15.19 feet; thence on an azimuth of 235 degrees 02 minutes 47 seconds for 352.82 feet to the point of beginning.

Together with the following described Parcel 4 and excepting therefrom the following described Parcel 1 and Parcel 2A:

Parcel 4:

Those parts of Lots 2, 3 and 4, Block 43, the Northwest half of the adjoining vacated alley and part of adjoining vacated Pine Street, Kittson's Addition to the City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying within the following described Line A, lying Southeast of the following described Line B and lying Southwesterly of the following described Line C:

Line A:

Commencing at the Northwest corner of Lot 5, Block 44 said Kittson's Addition to the City of St. Paul; thence run Northeasterly on an assumed azimuth of 55 degrees 02 minutes 47 seconds, along the Northerly line of said Lot 5, for 30.00 feet to the point of beginning of Line A to be described; thence on an azimuth of 344 degrees 55 minutes 45 seconds for 11.10 feet; thence Northerly 71.37 feet on a non-tangential curve concave to the East, having a radius of 206.50 feet, a delta angle of 19 degrees 48 minutes 11 seconds and a chord azimuth of 358 degrees 10 minutes 38 seconds; thence on an azimuth of 15 degrees 21 minutes 11 seconds for 26.29 feet; thence on an azimuth of 17 degrees 46 minutes 11 seconds for 104.62 feet; thence on an azimuth of 83 degrees 33 minutes 43 seconds for 171.05 feet; thence on an azimuth of 73 degrees 42 minutes 40 seconds for 213.73 feet; thence on an azimuth of 235 degrees 02 minutes 47 seconds for 139.36 feet to a point hereinafter described as Point A; thence on an azimuth of 324 degrees 59 minutes 55 seconds for 15.19 feet to a point hereinafter described as Point B; thence on an azimuth of 264 degrees 01 minutes 48 seconds for 79.54 feet; thence on an azimuth of 246 degrees 22 minutes 39 seconds for 15.13 feet; thence on an azimuth of 261 degrees 19 minutes 37 seconds for 118.66 feet; thence on an azimuth of 196 degrees 10 minutes 41 seconds for 43.24 feet; thence on an azimuth of 244 degrees 51 minutes 9 seconds for 17.49 feet; thence on an azimuth of 195 degrees 39 minutes 58 seconds for 46.06 feet; thence on an azimuth of

227 degrees 16 minutes 51 seconds for 26.76 feet; thence on an azimuth of 188 degrees 22 minutes 34 seconds for 18.59 feet; thence on an azimuth of 217 degrees 00 minutes 48 seconds for 19.17 feet; thence on an azimuth of 173 degrees 47 minutes 58 seconds for 37.40 feet; thence on an azimuth of 235 degrees 02 minutes 47 seconds for 6.68 feet to the point of beginning and there terminating.

Line B:

Commencing at the Northwest corner of Lot 5, said Block 44; thence run Northeasterly on an assumed azimuth of 55 degrees 02 minutes 47 seconds, along the Northwesterly line of Lots 5, 6, 7 and 8, said Block 44, a distance of 155.65 feet, to the point of beginning of Line B to be described; thence on an azimuth of North 126.27 feet; thence on an azimuth of East 15.21 feet; thence Easterly and Northerly along a 2.50 foot tangential curve, concave to the Northwest, central angle 96 degrees 27 minutes 34 seconds, a distance of 4.21 feet; thence on an azimuth of 353 degrees 32 minutes 26 seconds, tangent to said curve, 15.35 feet to the intersection with the aforescribed Line A and there terminating.

Line C:

Beginning at the aforescribed Point A on said Line A; thence on an assumed azimuth of 324 degrees 59 minutes 55 seconds, along the aforescribed Line A, 15.19 feet to the aforescribed Point B; thence on an azimuth of 321 degrees 45 minutes 35 seconds a distance of 31.50 feet; thence on an azimuth of 13 degrees 18 minutes 49 seconds a distance of 1.15 feet to the intersection with the aforescribed Line A and there terminating.

Parcel 1:

That part of Lots 3 and 4, Block 44 and the Northwesterly 5.00 feet of the adjoining vacated alley accruing thereto, Kittson's Addition to the City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying Southeasterly of the following described line:

Commencing at the Northwest corner of Lot 5, said Block 44; thence run Northeasterly on an assumed azimuth of 55 degrees 02 minutes 47 seconds, along the Northerly line of said Lot 5, for 36.68 feet to the point of beginning of the line to be described; thence on an azimuth of 353 degrees 47 minutes 58 seconds for 37.40 feet; thence on an azimuth of 37 degrees 00 minutes 48 seconds for 19.17 feet thence on an azimuth of 08 degrees 22 minutes 34 seconds for 18.59 feet; thence on an azimuth of 47 degrees 16 minutes 51 seconds for 26.76 feet and there terminating.

Parcel 2A:

That part of Lot 1, Block 44, and adjoining vacated Pine Street, Kittson's Addition to the City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying Southeasterly and Southerly of the following described Line 1 and lying Northwesterly of the following described Line 2:

Line 1:

Commencing at the Northwest corner of Lot 5, said Block 44; thence run Northeasterly on an assumed azimuth of 55 degrees 02 minutes 47 seconds, along the Northerly line of said Lot 5, for 36.68 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 353 degrees 47 minutes 58 seconds for 37.40 feet; thence on an azimuth of 37 degrees 00 minutes 48 seconds for 19.17 feet; thence on an azimuth of 08 degrees 22 minutes 34 seconds for 18.59 feet; thence on an azimuth of 47 degrees 16 minutes 51 seconds for 26.76 feet; thence on an azimuth of 15 degrees 39 minutes 58 seconds for 46.06 feet; thence on an azimuth of 64 degrees 51 minutes 09 seconds for 17.49 feet; thence on an azimuth of 16 degrees 10 minutes 41 seconds for 43.24 feet; thence on an azimuth of 81 degrees 19 minutes 37 seconds for 118.66 feet and there terminating.

Line 2:

Commencing at the Northwest corner of Lot 5, said Block 44; thence run Northeasterly on an assumed azimuth of 55 degrees 02 minutes 47 seconds, along the Northwesterly line of Lots 5, 6, 7 and 8, said Block 44, a distance of 155.65 feet; thence on an azimuth of North, 126.27 feet, to the point of beginning of Line 2 to be described; thence on an azimuth of South, 48.78 feet, to the intersection with a line that is parallel with and 43.49 feet, Northwesterly of, measured at a right angle to, the Southeast line of said Lot 1, and its extension; thence on an azimuth of 235 degrees 02 minutes 47 seconds, along said parallel line, 50.24 feet, to the Southwesterly line of said Lot 1 and there terminating.

Subject to easements in favor of the City of St. Paul, Minnesota.

(Parcel ID No: 32-29-22-33-0363)

Other City Property

Pet Exercise (Dog Park) Parcel

All of Tract B, RLS No. 594 and part of Blocks 43 and 44 in Kittson's Addition to the City of St. Paul, and part of vacated Pine, 6th St and the alley in said Section 32 Township 29 Range 22 lying northerly and westerly of said Tract B and of the following described line;

Commencing at the Southeast corner of Tract A, RLS No. 594; thence northwesterly along the Northeasterly line of said Tract A to the Northeast corner of said Tract A; thence North 52 degrees 02 minutes 47 seconds East 50.24 feet; thence North 48.78 feet; thence East 15.21 feet; thence easterly and northerly along a curve concave to the Northwest 4.21 feet; thence on an azimuth of 353 degrees 32 minutes 26 seconds tangent to said curve 15.35 feet to intersect Line A (Line A described below) and there terminating and lying southerly and easterly of the following described Line A;

Commencing at the Northwest corner of Lot 5, Block 44, Kittson's Addition; thence northeasterly along the Northerly line of said Lot 5 for 30 feet to the point of beginning of said Line A; thence on an azimuth of 344 degrees 55 minutes 45 seconds 11.10 feet; thence northerly 17.37 feet on a non-tangent curve concave to the East; thence on an

azimuth of 15 degrees 21 minutes 11 seconds for 26.29 feet; thence on an azimuth of 17 degrees 46 minutes 11 seconds for 104.62 feet; thence on an azimuth of 83 degrees 33 minutes 43 seconds for 85.74 feet and there terminating.

(Parcel ID No: 32-29-22-33-0364)

Easterly Remnant Parcel

Part of Lots 1 and 2, Block 43, Kittson's Addition to the City of St. Paul and part of vacated alley and Olive Street in said Section 32 Township 29 Range 22 described as commencing at the Southeast corner of Tract A, RLS No. 594; thence North 55 degrees 02 minutes 47 seconds East 239.78 feet to the point of beginning; thence on an azimuth of 324 degrees 59 minutes 55 seconds 5.19 feet; thence on an azimuth of 321 degrees 45 minutes 35 seconds 31.50 feet; thence on an azimuth of 13 degrees 18 minutes 49 seconds 1.15 feet; thence on an azimuth of 73 degrees 42 minutes 40 seconds 116.88 feet; thence South 55 degrees 02 minutes 47 seconds West 109.77 feet to the point of beginning.

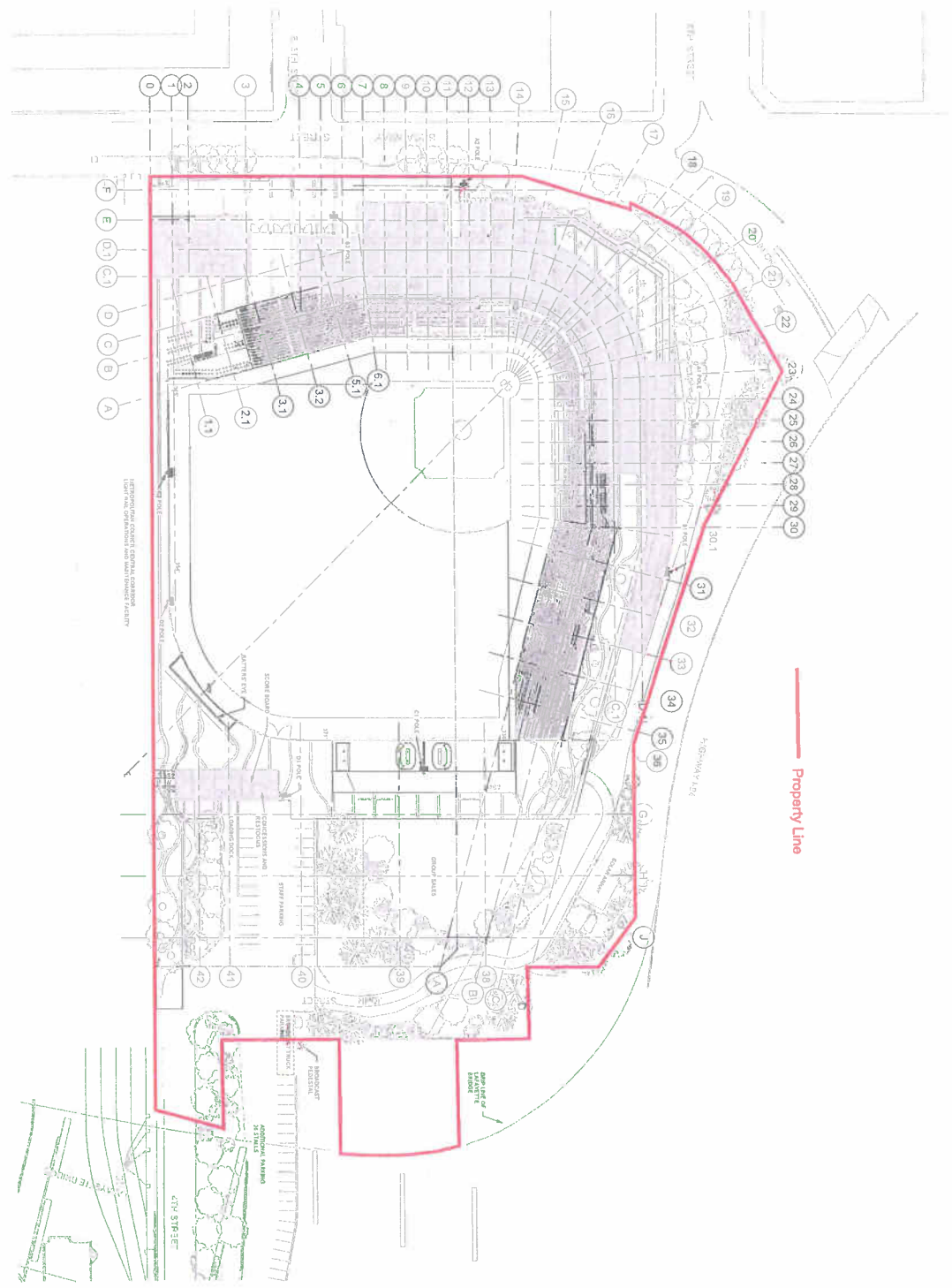
(Parcel ID No: 32-29-22-33-0365)

All in Ramsey County, Minnesota.

EXHIBIT E

SITE PLAN

[See attached]



Property Line

EXTENT OF FDP BUILDING

RYAN
 BUILDING LEASING RELATIONSHIP #5
 87 South Park Street, Suite 100
 Minneapolis, MN 55402
 612-452-3885
 612-452-3885 fax
 WWW.RYANGROUP.COM

PROPERTY SIZE
 Lovetown Ballpark
 108,000 SQ FT
 310 East Fifth Street
 South Park, Minnesota
 55101

DESIGN TEAM
 ARCHITECT: RYAN ARCHITECTURE
 ENGINEER: RYAN ARCHITECTURE
 GENERAL CONTRACTOR: RYAN ARCHITECTURE
 CIVIL ENGINEER: RYAN ARCHITECTURE
 STRUCTURAL ENGINEER: RYAN ARCHITECTURE
 MECHANICAL ENGINEER: RYAN ARCHITECTURE
 ELECTRICAL ENGINEER: RYAN ARCHITECTURE
 PLUMBING ENGINEER: RYAN ARCHITECTURE
 LIGHTING DESIGNER: RYAN ARCHITECTURE
 LANDSCAPE ARCHITECT: RYAN ARCHITECTURE
 HISTORIC PRESERVATION: RYAN ARCHITECTURE
 SIGNAGE: RYAN ARCHITECTURE
 SECURITY: RYAN ARCHITECTURE
 AV: RYAN ARCHITECTURE
 INTERIOR DESIGN: RYAN ARCHITECTURE
 EXTERIOR DESIGN: RYAN ARCHITECTURE
 SPECIALTY CONTRACTORS: RYAN ARCHITECTURE
 MOBILITY CONSULTANT: RYAN ARCHITECTURE
 ENVIRONMENTAL CONSULTANT: RYAN ARCHITECTURE
 ARCHITECTURAL RENDERING: RYAN ARCHITECTURE
 PHOTOGRAPHY: RYAN ARCHITECTURE
 VIDEO: RYAN ARCHITECTURE
 MODELING: RYAN ARCHITECTURE
 CONSTRUCTION MANAGEMENT: RYAN ARCHITECTURE
 CONSTRUCTION OBSERVATION: RYAN ARCHITECTURE
 CONSTRUCTION DOCUMENTS: RYAN ARCHITECTURE
 CONSTRUCTION ADMINISTRATION: RYAN ARCHITECTURE
 CONSTRUCTION MANAGEMENT: RYAN ARCHITECTURE
 CONSTRUCTION OBSERVATION: RYAN ARCHITECTURE
 CONSTRUCTION DOCUMENTS: RYAN ARCHITECTURE
 CONSTRUCTION ADMINISTRATION: RYAN ARCHITECTURE

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2013	ISSUE FOR PERMITS
2	01/22/2013	ISSUE FOR PERMITS
3	01/29/2013	ISSUE FOR PERMITS
4	02/05/2013	ISSUE FOR PERMITS
5	02/12/2013	ISSUE FOR PERMITS
6	02/19/2013	ISSUE FOR PERMITS
7	02/26/2013	ISSUE FOR PERMITS
8	03/05/2013	ISSUE FOR PERMITS
9	03/12/2013	ISSUE FOR PERMITS
10	03/19/2013	ISSUE FOR PERMITS
11	03/26/2013	ISSUE FOR PERMITS
12	04/02/2013	ISSUE FOR PERMITS
13	04/09/2013	ISSUE FOR PERMITS
14	04/16/2013	ISSUE FOR PERMITS
15	04/23/2013	ISSUE FOR PERMITS
16	04/30/2013	ISSUE FOR PERMITS
17	05/07/2013	ISSUE FOR PERMITS
18	05/14/2013	ISSUE FOR PERMITS
19	05/21/2013	ISSUE FOR PERMITS
20	05/28/2013	ISSUE FOR PERMITS
21	06/04/2013	ISSUE FOR PERMITS
22	06/11/2013	ISSUE FOR PERMITS
23	06/18/2013	ISSUE FOR PERMITS
24	06/25/2013	ISSUE FOR PERMITS
25	07/02/2013	ISSUE FOR PERMITS
26	07/09/2013	ISSUE FOR PERMITS
27	07/16/2013	ISSUE FOR PERMITS
28	07/23/2013	ISSUE FOR PERMITS
29	07/30/2013	ISSUE FOR PERMITS
30	08/06/2013	ISSUE FOR PERMITS
31	08/13/2013	ISSUE FOR PERMITS
32	08/20/2013	ISSUE FOR PERMITS
33	08/27/2013	ISSUE FOR PERMITS
34	09/03/2013	ISSUE FOR PERMITS
35	09/10/2013	ISSUE FOR PERMITS
36	09/17/2013	ISSUE FOR PERMITS
37	09/24/2013	ISSUE FOR PERMITS
38	10/01/2013	ISSUE FOR PERMITS
39	10/08/2013	ISSUE FOR PERMITS
40	10/15/2013	ISSUE FOR PERMITS
41	10/22/2013	ISSUE FOR PERMITS
42	10/29/2013	ISSUE FOR PERMITS
43	11/05/2013	ISSUE FOR PERMITS
44	11/12/2013	ISSUE FOR PERMITS
45	11/19/2013	ISSUE FOR PERMITS
46	11/26/2013	ISSUE FOR PERMITS
47	12/03/2013	ISSUE FOR PERMITS
48	12/10/2013	ISSUE FOR PERMITS
49	12/17/2013	ISSUE FOR PERMITS
50	12/24/2013	ISSUE FOR PERMITS

ARCHITECTURAL SITE PLAN

A050

DATE: 11/15/2013
 DRAWN BY: [NAME]
 CHECKED BY: [NAME]
 PROJECT: [PROJECT NAME]
 SHEET NO.: [SHEET NO.]

ARCHITECTURAL SITE PLAN



EXHIBIT F

FORM OF ACKNOWLEDGMENT OF COMMENCEMENT DATE

THIS ACKNOWLEDGMENT OF COMMENCEMENT DATE (this “Acknowledgement”) is made and entered into as of the ____ day of _____, 20__ (the “Effective Date”) by and between the City of Saint Paul, a municipal corporation of the State of Minnesota (the “City”), and St. Paul Saints Baseball Club, Inc., a Minnesota corporation (the “Saints”).

RECITALS

A. The City and the Saints have entered into that certain Ballpark Use Agreement, dated _____, 2013 (the “Use Agreement”) and pursuant to Section 2.2 thereof, the Saints and the City are to acknowledge the Commencement Date.

NOW, THEREFORE, the City and the Saints covenant and agree as follows:

- 1. The Commencement Date of the Use Agreement shall be _____.

IN WITNESS WHEREOF, the Parties have executed this Acknowledgement as of the Effective Date.

SAINTS:

ST. PAUL SAINTS BASEBALL CLUB, INC.,
a Minnesota corporation

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of St. Paul Saints Baseball Club, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

CITY OF SAINT PAUL,
a municipal corporation of the State of Minnesota

Mayor

Director of Parks and Recreation

Director of Financial Services

City Clerk

Approved as to form:

City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Mayor, and _____, the Director of Parks and Recreation, and _____, the City Clerk, of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said public body.

Notary Public

This instrument was drafted by:

McGrann Shea Carnival
Straughn & Lamb, Chartered (cjp)
800 Nicollet Mall, Suite 2600
Minneapolis, MN 55402
(612) 338-2525

EXHIBIT G

ADVERTISING AND NAMING RIGHTS STANDARDS

“Advertising and Naming Rights Standards” shall mean the standards set forth below which shall apply to all Advertising, Advertising Rights and Naming Rights:

- (a) the term during which any such Advertising, Advertising Rights and Naming Rights shall apply shall, at the option of and upon notice from the City, expire no later than the expiration of the Term (whether on its scheduled Expiration Date or by earlier exercise of any termination rights in this Agreement);
- (b) any exercise of Advertising Rights and Naming Rights by the Saints shall be in compliance with all Laws;
- (c) the Saints shall not permit any name to be given to the Ballpark, Appurtenant Area, or any portion thereof that would be in violation of any Law;
- (d) the Saints shall not permit any name of any entity that is in an industry that is part of any of the Prohibited Advertising;
- (e) all Advertising shall comply with all signage, zoning and similar Legal Requirements and Laws;
- (f) in no event shall the Saints display Prohibited Advertising on the Ballpark or Appurtenant Area;
- (g) signage must at all times comply with the requirements contained in Chapter 64 of the Saint Paul Legislative Code and any other applicable City codes and
- (h) the Saints shall not permit any name to be given to the Ballpark, Appurtenant Area, or any portion thereof that is the name of or a tribute to a living person.

EXHIBIT H
LITIGATION

Section 14.1(e) [City Litigation] – None.

Section 14.2(e) [Saints Litigation] – None.

EXHIBIT I

FORM OF MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, is made this ____ day of _____, 20__ by and between the City of Saint Paul, a municipal corporation of the State of Minnesota (the “City”), and St. Paul Saints Baseball Club, Inc., a Minnesota corporation (the “Saints”).

WITNESSETH:

WHEREAS, the City and the Saints have entered into that certain Ballpark Use Agreement dated _____, 2013 (the “Use Agreement”), whereby the City granted to the Saints the right to use certain facilities in Ramsey County, Minnesota, on land legally described on Exhibit A attached hereto (the “Use Area”); and

WHEREAS, the City and the Saints desire to give record notice of said Use Agreement;

NOW, THEREFORE, in consideration of the Use Area, the City and the Saints agree as follows:

1. **Use Area.** The City, in consideration of the rent agreed to be paid by the Saints under the Use Agreement and the other conditions, agreements and stipulations of the Use Agreement to be performed by the Saints, grants to the Saints the right to use the Use Area.
2. **Term.** The term of the Use Agreement shall be for a period commencing on _____, 20__, and ending _____, 20__, unless extended or terminated earlier as provided in said Use Agreement.
3. **Other Terms and Conditions.** All other covenants, terms and provisions set forth in the Use Agreement are incorporated by reference and made a part hereof.

SAINTS:

ST. PAUL SAINTS BASEBALL CLUB, INC.,
a Minnesota corporation

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___day of _____,
20___, by _____, the _____ of St. Paul Saints
Baseball Club, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

CITY OF SAINT PAUL,
a municipal corporation of the State of Minnesota

Mayor

Director of Parks and Recreation

Director of Financial Services

City Clerk

Approved as to form:

City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Mayor, and _____, the Director of Parks and Recreation, and _____, the City Clerk, of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said public body.

Notary Public

This instrument was drafted by:

McGrann Shea Carnival
Straughn & Lamb, Chartered (cjp)
800 Nicollet Mall, Suite 2600
Minneapolis, MN 55402
(612) 338-2525

Exhibit A

EXHIBIT J

FORM OF NOTICE OF SALE OR EXEMPT TRANSFER

**REPORT REQUIRED BY SECTION 7.2(D) OF THE
USE AGREEMENT RELATING TO PARTICIPATION IN SALE PROCEEDS**

The undersigned is the _____ of the St. Paul Saints Baseball Club, Inc. (the “Saints”), and hereby represents to the City of Saint Paul, Minnesota (the “City”) pursuant to Section 7.2 of the Use Agreement dated _____, 2013 between the City and the Saints, as follows. All capitalized terms used herein shall have the meanings given them in the Use Agreement.

1. **Occurrence of Sale.**

- It is anticipated that a Sale will occur on or about _____.
- A Sale occurred on _____.

2. **Type of Sale.**

- Controlling Interest Sale (Section 7.2(c))
- Primary Owner Sale (Section 7.2 (b))
- Exempt Transfer (Section 7.2(d))

3. **Occurrence of Exempt Transfer.** An Exempt Transfer occurred on _____ . The Sale is qualified as an Exempt Transfer because it is a:

- Sale among and between Current Owners
- Sale by a Subsequent Owner
- Sale to Exempt Transferee
- Sale by a Minority Owner (except any Sale by a Minority Owner that is part of a Controlling Interest Sale)
- A Capital Infusion

4. **City’s Share in Sale Proceeds.** The City’s share of the Controlling Interest Sale; Primary Owner Sale; proceeds is \$_____, calculated in accordance with the requirements of the Use Agreement. The first [\$1.5 million]¹ in Sales Price received (whether received from one (1) or more or a series of transactions) from Primary Owner Sales (individually or collectively) over the period beginning on April 4, 2013 and ending on the date which is three (3) years after the First Pitch is exempt from any participation by the City. Books

¹ May be revised up to \$3.5 million as provided in Section 7.2(b).

and records reasonably sufficient to demonstrate the accuracy of these calculations are available for review by the City at a mutually convenient time and place, provided that such records may not be copied and will not be delivered to the City. Sale proceeds shall be deposited 100% into the Building Enhancement Fund for a Primary Owner Sale and/or split 50%/50% into the Building Enhancement Fund and Capital Expenditure Reserve Fund for a Controlling Interest Sale.

SAINTS:

ST. PAUL SAINTS BASEBALL CLUB, INC.,
a Minnesota corporation

By: _____

Name: _____

Title: _____

EXHIBIT K
FORM OF GUARANTY

[See attached]

GUARANTY OF PAYMENT AND PERFORMANCE

[Marvin S. Goldklang, William James Murray and Michael Veeck]

[version October 22, 2013]

DATE: _____, 2013

The following definitions apply to this Guaranty:

“Ballpark Use Agreement” means that certain Ballpark Use Agreement, dated _____, 2013, by and between the City and Borrower in connection with the Project.

“Bond Fund” means that account established in the Indenture and referred to in the Ballpark Use Agreement and Escrow Agreement.

“Bond Trustee” means U.S. Bank National Association who is the trustee named in the Indenture issued in connection with the Bonds.

“Bonds” means those Taxable Limited Tax-Supported Ballpark Revenue Bonds, Series 2013-6 issued by the Issuer.

“Borrower” means the St. Paul Saints Baseball Club, Inc., a Minnesota corporation.

“City” means the City of Saint Paul, a home rule city and political subdivision of the State of Minnesota.

“Development Agreement” means that certain Development Agreement, dated _____, 2013, executed by the City and Borrower in connection with the Project.

“Escrow Agreement” means that certain Escrow Agreement, dated _____, 2013, executed by and among the Borrower, the HRA, City, Issuer, the Guarantors, and the Bond Trustee, acting as escrow agent in connection with the Project and the proceeds of the Loan.

“Guarantor(s)” means, individually and collectively, as applicable, Marvin S. Goldklang, William James Murray, and Michael Veeck.

“Guaranty Reserve Fund” means that certain account established with the Bond Trustee from the proceeds of the Loan, as more fully described in and governed by the Escrow Agreement.

“HRA” means the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic.

“Indenture” means that certain Indenture of Trust, dated _____, 2013, between the Issuer and the Trustee, executed and delivered in connection with the Bonds.

“Issuer” means the Port Authority of the City of Saint Paul, a public body corporate and politic of the State of Minnesota.

“Loan” means the loan in the sum of _____ (\$_____) dollars made by the HRA to Borrower to fund the Guaranty Reserve Fund.

“Note” means that certain Promissory Note, dated _____, 2013, executed by Borrower in favor of the HRA to evidence repayment of the Loan.

“Project” means the construction, financing and operation of a new municipal regional ballpark in the City under the Development Agreement and Ballpark Use Agreement.

“Security Agreement” means that certain Security Agreement, dated _____, 2013, executed by Borrower and HRA whereby Borrower grants to the HRA a security interest in the Guaranty Reserve Fund.

“Termination Date” means the earlier of (a) the date on which the Guaranteed Amount (as defined herein) has been paid in full by the Guarantors (or any of them) or (b) the date on which the Indebtedness has been fully repaid and satisfied.

In order to induce the HRA to make the Loan to Borrower, and being owners of the Borrower, and in consideration thereof, the Guarantors hereby jointly and severally, irrevocably and unconditionally guarantee to the HRA:

I. The performance of the Borrower’s payment obligations under the Note and Escrow Agreement including without limitation the Borrower’s obligation to replenish the Guaranty Reserve Fund (which does not include any payments due under the Note or Escrow Agreement if the Note has been accelerated as a result of a non-monetary default); and

II. The due and prompt payment of all principal, interest and late charges due by Borrower to the HRA under the Note; and

III. The performance of the Borrower’s obligations under the Security Agreement.

(collectively items I, II and III are referred to as the “Indebtedness”).

This Guaranty is a guarantee of payment and performance. This Guaranty is an absolute, irrevocable, present, and continuing obligation, and shall be in full force and effect until the

Termination Date. Prior action against the Borrower or any other guarantor shall not be a prerequisite to the HRA's right to proceed hereunder against the Guarantors. Whenever the HRA shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Borrower or the Guarantors contained herein or in the Note, Escrow Agreement, or Security Agreement, the Guarantors agree that they shall, on demand therefor, pay to the HRA the reasonable fees of such attorneys and such other expenses so incurred by the HRA.

Notwithstanding anything to the contrary in this Guaranty or the other documents evidencing or securing the Loan, the HRA may proceed to enforce this Guaranty against any one or more or all of the Guarantors from time to time, but the total recovery under this Guaranty from the Guarantors shall not exceed the original principal amount of the Note (the "Guaranteed Amount"). This Guaranty shall terminate on the Termination Date.

Each of the Guarantors agree that possession of this Guaranty by the HRA shall be conclusive evidence of due delivery of this Guaranty by him, and further agree that this Guaranty shall continue in full force and effect notwithstanding the death or release of any other guarantor of the Indebtedness. So long as any portion of the Indebtedness is owing by the Borrower to the HRA, the Guarantors, without the HRA's written consent, will not collect from the Borrower the claim, if any (by subrogation or otherwise), acquired through payment of a part of the Indebtedness evidenced by the Note. By execution of this Guaranty, the Guarantors represent to the HRA that they have received a full, fair, and equivalent consideration for the execution of this Guaranty.

Notwithstanding any modification, discharge, or extension of the Indebtedness or any amendment, modification, stay, or cure of the HRA's rights under the Indebtedness or any mortgage or other collateral securing repayment of the Indebtedness which may occur in any case or proceeding under Title 11 or 7 of United States Code concerning the Borrower, whether permanent or temporary, and whether assented to by the HRA, the Guarantors hereby agree that they are obligated hereunder to pay the Indebtedness, and discharge its other obligations in accordance with the terms of the Indebtedness and the terms of this Guaranty.

The Guarantors understand and acknowledge that by virtue of this Guaranty, they have specifically assumed any and all risks of a bankruptcy, reorganization case, or related proceeding of the Borrower. As an example, but not by way of limitation, a subsequent modification of the Note or Indebtedness in any reorganization case concerning the Borrower shall not affect the obligation of the Guarantors to pay the Note or the Indebtedness in accordance with their original terms.

Any and all payments upon such Indebtedness made by the Borrower or by any of the Guarantors, or by any other person, and/or the proceeds of any or all collateral or security for any such Indebtedness may be applied by the HRA upon such of the items of such Indebtedness as it may determine, whether the same shall be due or not.

The HRA may, at any time and from time to time, with the consent of the Borrower, but without the consent of or notice to the Guarantors, and without incurring responsibility or liability to the Guarantors, or impairing or releasing the obligations of the Guarantors hereunder, change the manner, place, or terms of performance or payment or renew, replace, extend, or otherwise modify the Note or the Security Agreement.

This Guaranty shall be binding upon the Guarantors and upon their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of HRA and its successors and assigns. This Guaranty may be assigned by the HRA to any holder of the Note.

This Guaranty is secured by a confession of judgment of the Guarantors in the form attached hereto.

The acceptance of this Guaranty by the HRA is not intended to and does not release any liability previously existing of any guarantor or surety of any Indebtedness or liability of the Borrower to the HRA.

This Guaranty shall be construed in accordance with the laws of the State of Minnesota.

Marvin S. Goldklang

Address:

William James Murray

Address:

Michael Veeck

Address:

EXHIBIT L

FORM OF REVENUE SHARING REPORT

The undersigned is a licensed certified public accountant and, in that capacity, has reviewed the books and records of the St. Paul Saints Baseball Club, Inc. (the "Saints") and provides the following summary of such information, based on such review:

Revenues:

Ticket Sales	\$ _____
Suite Rentals	\$ _____
Advertising and Sponsorship	\$ _____
Naming Rights	\$ _____
Other game day revenues:	
net concessions and catering revenue	\$ _____
net souvenir revenue	\$ _____
net parking revenue	\$ _____
Total Revenues	\$ _____

Expenses:

Ballpark Rent	\$ _____
Capital Cost Payment	\$ _____
General and administrative	\$ _____
Sales, advertising and marketing	\$ _____
Team operations	\$ _____
Other operations and ordinary maintenance	\$ _____
Depreciation, amortization and interest (to the extent permitted by the Ballpark Use Agreement)	\$ _____
Sales and Use Taxes (to the extent not previously reported in connection with any of the above)	\$ _____
Total Expenses	\$ _____
Revenues minus Expenses	\$ _____

[Name]
Certified Public Accountant

The Saints hereby verify and attest that the foregoing information is true and correct in all material respects.

St. Paul Saints Baseball Club, Inc.

By: _____
Title: _____

EXHIBIT M

BALLPARK FEE STRUCTURE

Category 1	Category 2	Category 3	
<p style="text-align: center;"><u>Basic Package</u></p> <ul style="list-style-type: none"> ▪ All gate receipts are retained by the user. ▪ All rentals assume 7-inning games. Multiply rates by 1.15 for scheduled 9-inning games. ▪ In the event of rain, <u>no</u> extraordinary means will be taken to dry or drain the field. The game will be cancelled or postponed if field conditions warrant. <p>Single Game \$ 320 Two Games \$ 535 Three Games \$ 800 Four Games \$ 1,050</p> <ul style="list-style-type: none"> ▪ Plus \$60/hr for field lights, with a \$30 minimum. ▪ A limited number of dates are available for a scheduled seven inning game at rate of \$250, if games played M-F and completed before 6 pm. ▪ This rate does not include use of scoreboard, PA system or locker room. 	<p style="text-align: center;"><u>Full Package</u></p> <ul style="list-style-type: none"> ▪ Full service package including the P.A. system and the scoreboard. User must provide its own announcer for the P.A. system. The Saints will provide a scoreboard operator and the user shall pay for the operator at the rates established by the Saints and agreed to by the City. ▪ All gate receipts are retained by the user. ▪ All rentals assume 7-inning games. Multiply rates by 1.15 for scheduled 9-inning games. ▪ In the event of rain, efforts <u>will be</u> made to dry or drain the field. <p>Single Game \$ 450 Two Games \$ 735 Three Games \$ 1,050 Four Games \$ 1,400</p> <ul style="list-style-type: none"> ▪ Plus \$60/hr for field lights, with a \$30 minimum. ▪ This rate does not include use of locker room. 	<p style="text-align: center;"><u>Special Events</u></p> <ul style="list-style-type: none"> ▪ For all special events, Saints will provide an estimate of facility expenses, including rent, in advance of event, which will be negotiated between Saints and the user. ▪ All users shall comply with City of Saint Paul requirements regarding special events in the City. 	<p style="text-align: center;"><u>For all events for which the user charges an admission:</u></p> <ul style="list-style-type: none"> ▪ User must provide: <ul style="list-style-type: none"> - ticket sellers - ticket takers - tickets - change - security ▪ User must obtain permits with DSI. ▪ Proof of insurance is required, with the City named as additional insured.

EXHIBIT N

FORM OF CERTIFICATE

EXHIBIT

Saints Ballpark Rent and PILOT with City O&M and Groundskeeping Payments

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Date	Gross Ballpark Rent	PILOT Payments paid by Saints	Net Ballpark Rent paid by Saints	Operations and Maintenance Payment by City to Trustee	Groundskeeping Payment by City to Trustee	Trustee Rebate to Saints	Net After Rebate
4/1/2015	\$ 300,000	\$125,000	\$175,000	\$ 25,000	\$ 37,500	\$ 62,500	\$237,500
10/1/2015	\$ 300,000	\$125,000	\$175,000	\$ 25,000	\$ 37,500	\$ 62,500	\$237,500
4/1/2016	\$ 300,000	\$125,000	\$175,000	\$ 25,000	\$ 37,500	\$ 62,500	\$237,500
10/1/2016	\$ 300,000	\$125,000	\$175,000	\$ 25,000	\$ 37,500	\$ 62,500	\$237,500
4/1/2017	\$ 300,000	\$125,000	\$175,000	\$ 25,000	\$ 37,500	\$ 62,500	\$237,500
10/1/2017	\$ 300,000	\$125,000	\$175,000	\$ 25,000	\$ 37,500	\$ 62,500	\$237,500
4/1/2018	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2018	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2019	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2019	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2020	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2020	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2021	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2021	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2022	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2022	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2023	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2023	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2024	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2024	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2025	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2025	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2026	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2026	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2027	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2027	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2028	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2028	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2029	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2029	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2030	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2030	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Date	Gross Ballpark Rent	PILOT Payments paid by Saints	Net Ballpark Rent paid by Saints	Operations and Maintenance Payment by City to Trustee	Groundskeeping Payment by City to Trustee	Trustee Rebate to Saints	Net After Rebate
4/1/2031	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2031	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2032	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2032	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2033	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2033	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2034	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2034	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2035	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2035	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2036	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2036	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2037	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2037	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2038	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2038	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2039	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2039	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
4/1/2040	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000
10/1/2040	\$ 300,000	\$125,000	\$175,000	\$ 25,000		\$ 25,000	\$275,000

Notes:

- (1) Estimated dates subject to revision upon issuance of Ballpark Bonds
- (2) Gross Ballpark Rent as determined by actual debt service on Ballpark Bonds
- (3) Saints PILOT Payments as defined in 3.2 (b) of Ballpark Use Agreement
- (4) Net rent equals gross Ballpark Rent less PILOT Payments
- (5) City payment to the Trustee for operations and maintenance as defined in 2.3(a) of Ballpark Use Agreement
- (6) City payment to the Trustee for groundskeeping during first 3 years of Term as defined in 2.3(b) of Ballpark Use Agreement
- (7) Amount rebated back to Saints by the Trustee upon receipt of all funds by City and Saints
- (8) Net Ballpark Rent = Interest earnings on bond fund reserve, debt service account and rent guaranty account will also be credited to Saints