

**SECOND AMENDMENT TO
PLAYING AND USE AGREEMENT**

THIS SECOND AMENDMENT TO PLAYING AND USE AGREEMENT (this “Amendment”) is made and entered into as of the _____, 2022 (the “**Effective Date**”) by and between the City of Saint Paul, a municipal corporation of the State of Minnesota (the “**City**”), and Minnesota United Soccer Club, LLC, a Minnesota limited liability company (the “**Club**”).

RECITALS

- A. The City has leased the property located at 400 Snelling Avenue North in the City of Saint Paul, Minnesota (the “**Bus Barn Property**”) from the Metropolitan Council (the “**Metropolitan Council**”) pursuant to the Net Ground Lease dated April 1, 2016 (as may be amended from time to time, the “**Net Ground Lease**”), a memorandum of which is filed in the office of the Ramsey County Registrar of Titles as Document No. T02630822.
- B. The City and MUSC Holdings, LLC (the “**Team**”) have entered into a Development Agreement dated April 1, 2016, as amended by Amendment No. 1 to Development Agreement dated October 31, 2016, Amendment No. 2 to Development Agreement dated May 19, 2017 and Amendment No. 3 to Development Agreement dated November 15, 2017, (the “**Development Agreement**”), a memorandum of which is filed in the office of the Ramsey County Registrar of Titles as Document No. T02630830, for development of a professional soccer stadium and certain appurtenances thereto (collectively, the “**Stadium**”) on a portion of the Bus Barn Property and certain adjoining property to be secured by the Team (the “**Team Acquired Property**”; and together with the portion of the Bus Barn Property on which the Stadium is located, the “**Stadium Site**”). Pursuant to the Development Agreement, the Team designed and constructed the Stadium at its expense and conveyed the Stadium to the City upon completion.
- C. Pursuant to the Development Agreement, the City has entered in to the Playing and Use Agreement dated April 1, 2016, as amended by the First Amendment dated November 15, 2017, (the “**Playing and Use Agreement**”) with the Club, the Team’s wholly-owned subsidiary, a memorandum of which is filed in the office of the Ramsey County Registrar of Titles as Document No. T02630831, pursuant to which the Club manages and operates the Stadium.
- D. The Bus Barn Property includes two parcels that can be developed outside of the Stadium Site and are designated Parcels 7a and 7f and the airspace over the Central Avenue easement located between Parcels 7a and 7f as shown of Exhibit A attached hereto (collectively the “**Development Parcels**”).
- E. The City and the Club have agreed to amend the Playing and Use Agreement to remove Parcels 7a and 7f from the premises covered by the Playing and Use Agreement so that the Metropolitan Council can enter into a separate net ground lease with the City on each of Parcels 7a (including the airspace over the Central Avenue easement located between Parcels 7a and 7f) and Parcel 7f, and then the City can enter into a separate net ground

sublease with the Team on each of Parcels 7a (including the airspace over the Central Avenue easement located between Parcels 7a and 7f) and Parcel 7f (each a “**development Parcel Sublease**” and collectively the “**Development Parcel Subleases**”) which Development Subleases are entered into between the City and the Team contemporaneous with the City and Club entering into this Amendment.

- F. The City and the Club desire to amend the Playing and Use Agreement to remove the Development Parcels from the definition of “Stadium Site” and “Appurtenant Areas” under the Playing and Use Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby made a part hereof, and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Club hereby amend the Playing and Use Agreement and agree as follows:

1. The defined terms “Stadium Site” and “Appurtenant Areas” in the Playing and Use Agreement shall exclude the Development Parcels. .
2. The Annual Rent payable by the Club to the City pursuant to Section 3.1(a) shall be Four Hundred Eighty-two Thousand Seven Hundred Eighty-seven and No/100 Dollars (\$482,787.00) per annum commencing on the Effective Date and shall be payable on January 1st of each calendar year thereafter during the Term of the Playing and Use Agreement as defined in Section 2.2(a) of the Playing and Use Agreement. Club has already paid \$556,620 to the City as the Annual Rent for 2022. The City and Club agree that the credit for pro-rated Annual Rent for calendar year 2022 (the period from and after the Effective Date to December 31, 2022) shall be credited to 2022 annual rent payable under the Development Parcel Subleases.
3. **STATUS OF THE PLAYING AND USE AGREEMENT.** Except as set forth herein, the Playing and Use Agreement remains unchanged.
4. **BINDING EFFECT.** This Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the City and the permitted successors and assigns of the Team.
5. **HEADINGS.** The headings contained in this Amendment are for convenience of reference only and shall not limit, extend, or otherwise affect the meaning hereof.
6. **NO PRESUMPTION.** This Amendment 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 Amendment 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 Amendment.

7. SEVERABILITY. If any term or provision of the Playing and Use Agreement as amended by this Amendment, or the application thereof to any Person or circumstance, shall to any extent be inconsistent with, invalid or unenforceable under any Laws or Legal Requirements, the remainder of the Playing and Use Agreement as amended by this Amendment or the application of such term or provision to Persons or circumstances, other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term or provision of the Playing and Use Agreement as amended by this Amendment shall be valid and enforceable to the fullest extent permitted by any Laws or Legal Requirements.
8. COUNTERPARTS. This Amendment 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.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

CITY OF SAINT PAUL

By: _____
Melvin Carter, Mayor

By: _____
Shari Moore, City Clerk

By: _____
Director of Financial Services

Approved as to form:

Assistant City Attorney

MUSC HOLDINGS, LLC

By: _____
William W. McGuire
Managing Member

EXHIBIT A

Development Parcels and Air Space between the Development Parcels

