Draft Form

PUBLIC INFRASTRUCTURE FUNDING AGREEMENT AND MUTUAL RELEASE

Between
MUSC Holding, LLC ,
Minnesota United Soccer Club, LLC,
and the
City of Saint Paul

THIS PUBLIC INFRASTRUCTURE FUNDING AGREEMENT AND MUTUAL RELEASE (the "Agreement") is made and entered into effective as of _____, 2022 (the "Effective Date") among City of Saint Paul, a municipal corporation of the State of Minnesota (the "City"), on the one hand, and MUSC Holdings, LLC, a Minnesota limited liability company (the "Team"), and Minnesota United Soccer Club, LLC, a Minnesota limited liability company and wholly owned subsidiary of the Team (the "Club" and collectively with the Team referred to as the "Team Parties"), on the other hand. The City and the Team Parties are each a "Party" and collectively referred to herein as the "Parties."

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") (as legally described in **Exhibit A**) 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 "NGL").

B. The City and 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 dated November 15, 2017 (and as may be further amended from time to time, the "Development Agreement"), for the development and construction of a professional soccer stadium (the "Stadium") and certain public infrastructure surrounding the Stadium (the "Stadium Site Infrastructure") on a portion of the Bus Barn Property and certain adjoining property to be secured by the Team (the "Stadium Site"). Pursuant to the Development Agreement, the Team has designed and constructed the Stadium at its expense and conveyed the Stadium to the City upon its completion and also constructed the Public Infrastructure (defined below) and conveyed the Public Infrastructure to the City.

C. The City and the Club entered into a Playing and Use Agreement dated April 1, 2016, as amended by a First Amendment dated November 15, 2017 (and as may be amended from time to time, the "Use Agreement"), under which the Club has agreed to operate and maintain the Stadium at its expense.

D. As part of the Development Agreement, the City agreed to contribute funds to defray the costs of the Stadium Site Infrastructure.

E. The Stadium Site is part of the larger Snelling Midway block consisting of approximately 34.5 acres located in Saint Paul, Minnesota that is bounded by Snelling Avenue, University Avenue, Pascal Avenue and St. Anthony (the "Midway Development Site").

F. Subsequent to entering into the Development Agreement, the City and Team jointly decided to expand previous contemplated stormwater facilities to provide for an integrated storm water management system for the entire Midway Development Site.

G. The parties thereafter completed redesign of the stormwater facilities to provide stormwater management for stormwater generated by the roofs of future buildings constructed within the Midway Development Site (the "Expanded Stormwater Facilities"). The Expanded Stormwater Facilities provide a comprehensive storm and irrigation water management system for the entire Midway Development Site which includes (i) the Stadium Site (including the Stadium roof, plaza areas, loading dock, lower bowl and playing field), and (ii) the portions of the Midway Development Site outside of the Stadium Site (including such portions of the Stadium Site as may in the future be removed from the Stadium Site when and as so removed) that is expected to be developed in the future.

H. Subsequent to entering the Development Agreement, the City and Team jointly desired to have improvements constructed north of Shields (the "Additional Public Improvements") that included: (a) the extension of Asbury Street from Shields Avenue to Spruce Tree Avenue, including the street, sidewalks, lighting and landscaping on the west side of Asbury Street within the public right of way, (b) the extension of Spruce Tree Avenue from Asbury Street to Simpson Street, including the street, sidewalks, lighting and landscaping on the south side of Spruce Tree Avenue, within the public right of way, from the western edge of the pedestrian way to Simpson Street, (c) the extension of Simpson Street from Spruce Tree Avenue to Shields Avenue including the street, sidewalks, lighting and landscaping, within the public right of way, on the east and west sides of Simpson Street. and (d) a 35 foot pedestrian walkway, located on the eastern 5 feet of the park and the adjacent western 30 feet of Lot 1, Block 4, MLS Soccer Redevelopment and extending from Spruce Tree to Shields.

I. The Expanded Stormwater Facilities and the Additional Public Improvements are public infrastructure improvement in addition to the Stadium Site Infrastructure originally contemplated in the Development Agreement, and the City and Team thereafter entered into a preliminary agreement dated July 10, 2019 related to said improvements (the "Expanded Stormwater Facilities and Additional Public Improvements Agreement"). The Stadium Site Infrastructure, the Expanded Stormwater Facilities, and the Additional Public Improvements are herein collectively the "Public Infrastructure."

J. There existed disagreement between the Team and City with respect to the design, construction, and funding of the Public Infrastructure, specifically related to reimbursements to the Team for Public Infrastructure costs paid by the Team not yet reimbursed by the City (the "Public Infrastructure Costs Claim").

K. The parties desire to memorialize in this Agreement their mutual understandings and agreements with respect to the design, construction, and funding and of the Public Infrastructure. The Development Agreement, the Use Agreement, and the Expanded Stormwater Facilities and Additional Public Improvements Agreement remain in full force and effect.

L. Certain additional issues also arose under the Development Agreement, including (I) claims by the Team relating to (1) what has generically been referred to the "land swap" whereby the portion of the soccer stadium outside of the Bus Barn Property owned by the Metropolitan Council would be swapped for the two development parcels within the Bus Barn Property along Snelling Avenue which are currently parking areas that is no longer possible because the Metropolitan Council has unequivocally refused the swap (the "Land Swap Claim"); (2) 350 discounted parking spaces in the Spruce Tree Parking Ramp for events at the Stadium (the "Spruce Tree Parking Claim"), and (II) claims by the City relating to (1) the City's out of pocket costs paid in connection to the defense and resolution of Bowl-Rite, Inc.'s claims for relocation benefits (the "Bowl-Rite Claim"); and (2) an unpaid City invoice to Pete's Water and Sewer for inspection work related to the development of Stadium and the installation of the surroundings Infrastructure (the "Invoice Claim").

M. In connection with the construction of the Stadium and certain Public Infrastructure, the City, the Metropolitan Council, the Team and the Saint Paul Port Authority ("SPPA") entered into the Environmental Project Management Agreement dated April 1, 2016 (as may be amended from time to time, the "EPMA") pursuant to which the SPPA, among other things, allocated the Environmental Related Expenses (as defined in the EPMA) to the respective parties to the EPMA in accordance with its terms, and the SPPA has issued Cost Allocation Notice #9 allocating $592,195 of Environmental Related Expenses to the Metropolitan Council (the CAN #9 Claim") which the Metropolitan Council is disputing.

PUBLIC INFRASTRUCTURE FUNDING AGREEMENT AND RELEASE

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Reimbursement for the Costs of Public Infrastructure Paid by Team. The Team has identified and submitted, for City accounting, invoices or other documentation evidencing unreimbursed costs paid by the Team for the Public Infrastructure not otherwise reimbursed to the Team totaling at least $2,000,000 and City staff have verified such expenditures and are satisfied with the accounting provided by the Team. In accordance with Section 2.3(h) of the Development Agreement and on April 13, 2022, the City approved by action of its City Council and signed by its Mayor (RES PH _____) funding in the additional amount of $2,000,000 to reimburse the Team for unreimbursed costs of the Public Infrastructure and the assignment to the Team of the City's rights and claims against the Metropolitan Council with respect to the CAN#9 Claim. Promptly following execution and delivery of this Agreement by the Parties, the City shall pay the Team the sum of $2,000,000 and assign (without recourse) to the Team all of

the City's rights and claims against the Metropolitan Council related to the CAN #9 Claim under the EPMA.

2. Spruce Tree Parking Ramp Rights. Promptly following execution and delivery of this Agreement by the Parties, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA") will assign its rights to use 200 parking spaces in the Spruce Tree Parking Ramp, on the terms and conditions provided in the Parking Space License Agreement dated December 18, 2019, between the HRA and Spruce Tree Centre LLP, to the Team and the Team will assume the obligations of the HRA thereunder arising from and after the date of assignment. The form of such assignment and assumption is set forth in **Exhibit B** attached hereto (the "Spruce Tree Parking Ramp Rights Assignment and Assumption Agreement"). Contemporaneous with execution of this Agreement, the HRA and Team shall execute and deliver the Spruce Tree Parking Ramp Rights Assignment and Assumption Agreement.

3. Mutual General Release.

a. Team Parties' Release of City. In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Team Parties, on their own behalf and on behalf of their successors, and assigns, fully and forever release, acquit and discharge the City, the HRA, and their collective officials, employees and agents, (collectively, the "City Releasees"), from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities, or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever, that arise out of or relate to, directly or indirectly, under the Development Agreement, and including but not limited to the Land Swap Claim, the Spruce Tree Parking Claim, and the Infrastructure Costs Claim, as of or at any time prior to the Effective Date. The Team Parties acknowledge that they may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action, and agrees that this Agreement and the release contained in this Paragraph 3(a) will remain effective in all respects notwithstanding any such differences or additional facts.

b. City's Release of Team Parties. In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the City releases each of the Team Parties, together with their members, managers officers, employees, agents, successors and assigns (the "Team Releasees"), from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities, or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever, that arise out of or relate to, directly or indirectly, under the Development Agreement, and including but not limited to the Bow-Rite Claim and the Invoice Claim, as of or at any time prior to the Effective Date. The City acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action, and agrees that this Agreement and the release contained in this Paragraph 3(b) will remain effective in all respects notwithstanding any such differences or additional facts.

4. Waiver or Modification.

a. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

b. No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by all the Parties. This Agreement cannot be modified by oral or implied promises or representations.

5. Compromise. This Agreement constitutes a compromise of matters that are in dispute between the Parties. Neither the execution of this Agreement nor any acts undertaken pursuant to this Agreement shall be construed as an admission or evidence of any liability or wrongdoing whatsoever on the part of any party, which liability or wrongdoing is hereby expressly denied and disclaimed by each of the Parties. Neither this Agreement, nor the fact of its execution, nor any of its provisions, shall be offered or received in evidence in any action or proceeding of any nature or otherwise referred to or used in any manner in any court or other tribunal, except in a proceeding to enforce the terms of the Agreement.

6. Successors. The provisions of this Agreement shall be deemed to extend to and inure to the benefit of the Parties' respective successors-in-interest, assigns and transferees, and to extend to and obligate the Parties' respective successors-in-interest, assigns and transferees.

7. Minnesota Law. This Agreement in all respects shall be interpreted, enforced, and governed by and under the laws of the state of Minnesota.

8. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Ramsey County, Minnesota before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

9. Execution in Counterparts. This Agreement may be executed in duplicate originals and/or in counterparts, each of which shall be an original as against any party who signed it, and all of which shall constitute one and the same document. The Parties agree that all genuine copies of this Agreement, such as photocopies, may be used as though originals in the absence of a bona fide challenge to the authenticity of the copy. Also, the Parties agree to accept fax signatures.

10. Section Descriptions. The use of headings in this Agreement is only for ease of reference and the headings have no effect and are not to be considered part or terms of this Agreement.

11. Opportunity to Consult Counsel. The Parties acknowledge that each has read this Agreement, that each fully understands its rights, privileges and duties under the Agreement, and that each enters this Agreement fully and voluntarily. The Parties further acknowledge that they have had an opportunity to consult with attorneys of their own choice to explain the terms of this Agreement and the consequences of signing it.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the above-written date.

MUSC HOLDINGS, LLC

By: _____
William W. McGuire
Chairman and Managing Member

MINNESOTA UNITED SOCCER CLUB, LLC

By: _____
William W. McGuire
Chairman and Manager

CITY OF SAINT PAUL

By:_____
Its: Mayor/Deputy Mayor

By:_____
Its: Director of Financial Services

Approved as to form

By_____
Assistant City Attorney

[Notarizations on the following page.]

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by _____, the [Deputy] Mayor, of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by _____, the Director of Financial Services, of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of the City of Saint Paul.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by William W. McGuire, the Chairman and Managing Member, of and on behalf of MUSC Holdings, LLC.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by William W. McGuire, the Chairman and Manager, of and on behalf of Minnesota United Soccer Club, LLC.

_____
Notary Public

DRAFTED BY:
City Attorney Office
400 City Hall and Court House
15 W. Kellogg Boulevard
Saint Paul, Mn 55102

Exhibit A

Legal Descriptions

Legal Description of Bus Barn Property

That part of the West Half of the Southwest Quarter (W1/2 of SW1/4) of Section 34, Township 29, North, Range 23 West of the Fourth Principal Meridian, Ramsey County, Minnesota, described as follows: Starting at a point on the easterly line of Snelling Avenue which is 703.46 feet south of the south line of University Avenue; thence north on the east line of Snelling Avenue 6.08 feet to the point of beginning; thence easterly at an included angle of 90 degrees 1 minute to the point of intersection with a line 820.35 feet east of and parallel to the east line of Snelling Avenue; thence southerly along said last described line to its intersection with the north line of St. Anthony Avenue; thence northwesterly along the north line of St. Anthony Avenue to its intersection with the east line of Snelling Avenue; thence north on the east line of Snelling Avenue 525.21 feet to the point of beginning; except that part taken by the State of Minnesota by Final Certificate filed as Document No. 1677103.

Abstract Property

Legal Description of Team Acquired Property

Outlot A, MLS SOCCER REDEVELOPMENT, according to the recorded plat thereof, Ramsey County, Minnesota.

and

Lots 1 and 2, Block 3, MLS SOCCER REDEVELOPMENT, according to the recorded plat thereof, Ramsey County, Minnesota.

and

Outlot B, MLS SOCCER REDEVELOPMENT, according to the recorded plat thereof, Ramsey County, Minnesota.

Legal Description of the Great Lawn

Outlot C, MLS SOCCER REDEVELOPMENT, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit B

PARKING SPACE LICENSE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Parking Space License Assignment and Assumption Agreement ("Agreement") is made and entered into as of _____, 2022, by and between the Housing and Redevelopment Authority of the City of Saint Paul, a body corporate and politic organized under Minn. Stat. Chapter 469 (the "HRA") and Minnesota United Soccer Club, LLC, a Minnesota limited liability company (the "Club"). The parties identified in the preceding sentence are sometimes referred to individually as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the HRA entered into that certain license agreement dated December 18, 2019 (the "License"), a copy of which is attached hereto as Annex A, with Spruce Tree Centre LLP ("Spruce Tree"), the owner of the parking structure commonly known as the Spruce Ramp Parking Ramp which is located at 1607 Spruce Tree Drive, Saint Paul, Minnesota (the "Ramp"); and

WHEREAS, under the License, the HRA obtain a license to use two hundred (200) parking spaces in the Ramp to be used in conjunction with certain events at the City of Saint Paul's ("City") soccer stadium site generally located within the neighboring superblock bounded by Snelling Avenue, University Avenue West, Pascal Street North and St. Anthony Avenue within the City of Saint Paul, Minnesota and currently known as Allianz Field ("Allianz Field"); and

WHEREAS, under Section 5(a) of the License, the HRA has the right to assign its rights and obligations under the License to the Club, which operates the MLS professional soccer team in Minnesota operating at Allianz Field; and

WHEREAS, the Club desires to receive an assignment of the HRA's rights to use up to the two hundred (200) parking spaces in the Ramp under the License and to assume all of the HRA's obligations under the License beginning with the 2022 calendar year.

NOW, THEREFORE, in consideration of the forgoing recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings, and covenants hereinafter set forth, the HRA and Club hereby agree as follows:

AGREEMENT

1. **Assignment.** Pursuant to Section 5(a) of the License, the HRA will assign, and the Club will accept the assignment, of the HRA's license to use two hundred (200) parking spaces in the Ramp available to the HRA under the License (or such lesser number of spaces as

determined by the Club and permitted in the License) for events at Allianz Field beginning with the 2022 calendar year and continuing during the balance of the term of the License on the terms and conditions provided in the License.

2. **Notice to Spruce.** The HRA and the Club will jointly provide Spruce notice of said assignment by the HRA to the Club and assumption by the Club of the HRA's obligations under the License. Further, the Club will provide Spruce a schedule of the Club's soccer matches each year and any other events in Allianz Field beginning with calendar year 2022 and will provide notice to Spruce of which matches and other events that it will use up to two hundred (200) spaces available in the Ramp, all in accordance the terms and conditions of the License.

3. **Terms and Conditions of the License.** The Club will comply with the all terms and conditions of the License applicable to the Club's use of the two hundred (200) parking spaces (or such lesser number of spaces as determined by the Club and permitted in the License) in the Ramp for events at Allianz Field beginning with calendar year 2022, including but not limited to, paying for such use pursuant to Section 3(a) of the License directly to Spruce.

4. **Spruce Designee**. The Club will work directly with the personnel designated by Spruce to coordinate the Club's use of the two hundred (200) parking spaces (or such lesser number of spaces as determined by the Club and permitted in the License) in the Ramp during the term of the License beginning with the 2022 calendar year as contemplated in the License.

5. **Defense and indemnity**. The Club will defend, indemnify, and hold harmless the HRA, the City, and their respective representatives, officials, and employees from and against any and all claims, costs, judgments, or awards in connection with the assignment contemplated herein and the Club's ultimate use or non-use of the two hundred (200) parking spaces (or such lesser number of spaces as determined by the Club and permitted in the License) in the Ramp under the License beginning with the 2022 calendar year.

6. **Counterparts.** This Agreement may be executed in multiple counterparts all of which taken together shall constitute one in the same agreement, and the signature page of any counterpart may be removed therefrom and attached to any other counterpart.

7. **Electronic Signatures.** The electronic signature of the authorized officers or either party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party hereto. An electronically signed copy of this Agreement shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then

transmitted by electronic means or (b) a signature obtained through DocuSign, Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties the day and date first above written.

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Title: Chair or Commissioner

By: _____
Title: Executive Director

By: _____
Title: Director, Office of Financial Services of the City

Approved as to form:

_____
Assistant City Attorney

MINNESOTA UNITED SOCCER CLUB, LLC

By_____
Maureen B. Smith, Chief Operating Officer

This signature page is attached to the Parking Space License Assignment and Assumption Agreement between the HRA and Minnesota United Soccer Club, LLC.

ANNEX A

Copy of License