PAYMENT IN LIEU OF TAXES AGREEMENT BY ST. PAUL DOWNTOWN AIRPORT TENANTS ASSOCIATION

WHEREAS, St. Paul Downtown Airport Tenants Association is an association of tenants of land the Metropolitan Airport Commission on land surrounding Holman Airport in the City of Saint Paul; and

WHEREAS, in 1995 members of the St. Paul Downtown Airport Tenants Association, when requesting the formal support of the City of Saint Paul to obtain a property tax exemption from the Minnesota Legislature for the property of the Metropolitan Airport Commission surrounding Holman Airport, represented that the tenants of the land in question would agree to pay to the City of Saint Paul an annual payment in lieu of taxes approximating that part of the City tax levy attributable to the provision of police and fire services for the property in question; and

WHEREAS, in response to said request and said representation, the City of Saint Paul, in Council File 95-226 did recommend said exemption to the Minnesota Legislature; and

WHEREAS, said recommendation was presented to the Minnesota Legislature in support of the legislation granting the exemption; and

WHEREAS, thereafter the State of Minnesota did grant said exemption in Laws 1996, chapter 471, section 43; and

WHEREAS, St. Paul Downtown Airport Tenants Association wishes to fulfil its representation to the City of Saint Paul by this Payment in Lieu of Taxes Agreement, and; WHEREAS, tenant Minnesota Mining and Manufacturing Company (hereinafter "3M") has entered into a separate Payment in Lieu of Taxes Agreement with the City.

NOW THEREFORE, St. Paul Downtown Airport Tenants Association hereby promises to the City of Saint Paul to make payments in lieu of taxes as hereinafter provided:

1. By February 15, 1997, and by each 15th day of February so long as the exemption remains in effect, the City of Saint Paul (hereinafter "City") shall notify the St. Paul Downtown Airport Tenants Association (hereinafter "Association") of the amount of the payment in lieu of taxes. This amount shall be calculated as follows:

A. <u>Definitions</u>:

1) General Fund; Tax Data

For payment in 1997, the City is to use the 1996 general fund data as to costs and is to use 1995/pay 1996 tax data. For each year

thereafter, the general fund data and tax data will be updated accordingly.

2) Percentages

The percentages for police services are determined by dividing the general fund budget amount for police services by the total general fund budget and multiplying by 100. The percentages for fire services are determined by dividing the general fund budget amount for fire services by the total general fund budget and multiplying by 100. For payment in 1997, these percentages are 33.3% and 25.5% respectively.

3) Proportional Tax Levy

The City then calculates the portion of the tax levy associated with the general fund operating budget. For 1995\pay 1996 this is 25.368.

B. <u>Computation:</u>

These factors, that is the proportional tax levy and the percentages, are then multiplied with the tax capacity of the properties subject to the exemption to determine the amount of the payment in lieu of taxes. For payment in 1997, the tax capacity is \$224,895 and the payment in lieu of taxes amount is \$33,582.69.

- 2. The Association will make the payment in lieu of taxes, except for the payment attributable to 3M, to the City of Saint Paul no later than May 15, 1997, and no later than the 15th day of May of each year thereafter as long as the exemption remains in effect.
- 3. Notice to the Association may be sent by first class United States mail and shall be addressed to:

St. Paul Downtown Airport Tenants Association 515 Eaton Street St. Paul, MN 55107.

Payment to the City shall be made to:

James Snyder, Chief Accountant Accounting Section 210 City Hall St. Paul, Minnesota 55102

- The Association hereby acknowledges that without regard to the payment required herein, it, its members, non-member tenants, and any invitees, licensees, or others present on the property, will receive police and fire services in the same manner as the general public in the City of Saint Paul. This agreement does not create any special duties to the Association, its members, nor to any third party regarding the provision of police or fire services. The Association, for itself and for its members, acknowledge that they are taking no action, nor foregoing any action, in reliance upon this agreement.
- The Association and the City hereby agree that the Association in assisting the City in recovering payment as outlined herein for City Police and fire services to the tenants at the St. Paul Downtown Airport make no agreement, express or implied, that it will be responsible for the specific payment due and payable by the tenant to the City of Saint Paul for such services in accordance with the procedure outlined herein; it being expressly understood that such payment is due by any tenant directly to the City of Saint Paul.

Dated: June 26, 1987

ST. PAUL DOWNTOWN AIRPORT TENANTS ASSOCIATION

This agreement is accepted by the City of Saint Paul.

CITY OF SAINT PAUL

XCEL PILOT PAYMENTS

Laws of Minnesota 1998, Ch. 404, Sec. 82

Sec. 82. [RIVERCENTRE: LEASE; LICENSE; REAL ESTATE TAXES.]

Notwithstanding any contrary provisions of law or charter, the arena lease among the city, the civic center authority, and a lessee, dated as of January 15, 1998, is authorized and the civic center authority and the city of St. Paul may otherwise lease the use and operation of the civic center arena for any period of time by agreement in which the city retains title to the property. If the lease of January 15, 1998, is amended to provide that the lessee will make to the city a payment in lieu of taxes of at least \$2,500,000 a year, increasing to over \$6,000,000 by the end of the lease, the use and operation of the civic center arena, whether by the civic center authority or its licensee or lessee, including any use arising from the arena lease referred to in this section or demolition and construction of the arena, is declared a use, lease, or occupancy for public, governmental, and municipal purposes, and the civic center arena is exempt from taxation by the state or any political subdivision of the state during the use.

Xcel Arena Lease Language:

Section 4.6 Payment. All moneys required to be paid by one party to another party pursuant to the terms of this Lease shall be paid, without deduction or offset, prior notice or demand, in lawful money of the United States of America at the respective address set forth in Section 22.1 hereof, or at such other place as the parties may from time to time designate in writing.

Section 4.7 Interest. All amounts which either Tenant or City is required to pay to the other party pursuant to this Lease, if not paid as and when due, shall bear interest from the date such amounts should have been paid until the date actually paid, at the Prime Rate plus two percent.

Section 4.8 Net Lease. Tenant agrees to pay, from and after the Possession Date, all other charges and amounts required to be paid by Tenant by any of the terms of this Lease. Except as otherwise expressly provided in this Lease, Tenant acknowledges and agrees that any payments provided for herein shall be absolutely net to City throughout the term of this Lease, free of any and all Impositions, costs, expenses, liabilities, charges or deductions whatsoever with respect to the Arena, the Arena Parcel, Arena Equipment and/or the leasing, operation, maintenance, repair, required replacement or improvements, construction, use, or occupancy thereof, or with respect to any interest of City therein, it being the intention of the parties hereto that by the execution of this Lease, Tenant shall during the term of this Lease assume with respect to the Arena every obligation relating thereto which the ownership thereof would entail and which, but for this Lease, would be borne by City.

This Lease is intended to be a net lease, and notwithstanding any law or other agreement to the contrary, all sums payable under this Lease by Tenant whether as rents or otherwise, shall be paid without offset, counterclaim, abatement, defense or deduction, and this Lease shall not be subject to termination by Tenant by reason of any cause whatsoever unless such right to terminate is expressly set forth in this Lease; provided that nothing in this Section 4.8 shall limit or otherwise qualify Tenant's rights under Section 21.6.

EXHIBIT A Schedule of Team Lease and PILOT Payments

	Team Lease	PILOT	Total Available		Team Lease	PILOT	Total Available
Date	Payment	Payment .	Team Revenue	Date	Payment	Payment	Team Revenue
10/15/00	875,000.00		875,000.00	3/1/13	875,000.00		875,000.00
12/1/00	875,000.00	1,250,000.00	2,125,000.00	6/1/13	875,000.00	2,095,702.50	2,970,702.50
3/1/01	875,000.00		875,000.00	9/1/13	875,000.00	2,050,102.00	875,000.00
6/1/01	875,000.00	1,250,000.00	2,125,000.00	12/1/13	875,000.00	2,112,987.50	2,987,987.50
9/1/01	875,000.00		875,000.00	3/1/14	875,000.00	2,112,501.50	875,000.00
12/1/01	875,000.00	1,252,125.00	2,127,125.00	6/1/14	875,000.00	2,112,987.50	2,987,987.50
3/1/02	875,000.00		875,000.00	9/1/14	875,000.00	2, 112, 201, 30	875,000.00
6/1/02	875,000.00	1,252,125.00	2,127,125.00	12/1/14	875,000.00	2,131,137.00	3,006,137.00
9/1/02	875,000.00		875,000.00	3/1/15	875,000.00	-,,,	875,000.00
12/1/02	875,000.00	1,262,231.00	2,137,231.00	6/1/15	875,000.00	2,131,137.00	3,006,137.00
3/1/03	875,000.00		875,000.00	9/1/15	875,000.00		875,000.00
6/1/03	875,000.00	1,262,231.00	2,137,231.00	12/1/15	875,000.00	2,500,193.50	3,375,193.50
9/1/03	875,000.00		875,000.00	3/1/16	875,000.00	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	875,000.00
12/1/03	875,000,00	1,272,843.00	2,147,843.00	6/1/16	875,000.00	2,500,193.50	3,375,193.50
3/1/04	875,000.00		875,000.00	9/1/16	875,000.00	2,500,173.20	875,000.00
6/1/04	875,000.00	1,272,843.00	2,147,843.00	12/1/16	875,000.00	2,520,203.50	3,395,203.50
9/1/04	875,000.00		875,000.00	3/1/17	875,000.00	2,520,203.30	875,000.00
12/1/04	875,000.00	1,283,985.00	2,158,985.00	6/1/17	875,000.00	2,520,203.50	3,395,203.50
3/1/05	875,000.00		875,000.00	9/1/17	875,000.00	1,010,100,00	875,000.00
6/1/05	875,000.00	1,283,985.00	2,158,985.00	12/1/17	875,000.00	2,541,213.50	3,416,213.50
9/1/05	875,000.00		875,000.00	3/1/18	875,000.00	.,,	875,000.00
12/1/05	875,000.00	1,645,684.00	2,520,684.00	6/1/18	875,000.00	2,541,213.50	3,416,213.50
3/1/06	875,000.00		875,000.00	9/1/18	875,000.00	,	875,000.00
6/1/06	875,000.00	1,645,684.00	2,520,684.00	12/1/18	875,000.00	2,563,274.00	3,438,274.00
9/1/06	875,000.00		875,000.00	3/1/19	875,000.00	-,,	875,000.00
12/1/06	875,000.00	1,657,968.50	2,532,968.50	6/1/19	875,000.00	2,563,274,00	3,438,274.00
3/1/07	875,000.00		875,000.00	9/1/19	875,000.00	-,,, ,,00	875,000.00
6/1/07	875,000.00	1,657,968.50	2,532,968.50	12/1/19	875,000.00	2,586,438.00	3,461,438.00
9/1/07	875,000.00		875,000.00	3/1/20	875,000.00	_,,	875,000.00
12/1/07	875,000.00	1,670,867.00	2,545,867.00	6/1/20	875,000.00	2,586,438.00	3,461,438.00
3/1/08	875,000.00		875,000.00	9/1/20	875,000.00		875,000.00
6/1/08	875,000.00	1,670,867.00	2,545,867.00	12/1/20	875,000.00	2,960,760.00	3,835,760.00
9/1/08	875,000.00		875,000.00	3/1/21	875,000.00		875,000.00
12/1/08	875,000.00	1,684,410.00	2,559,410.00	6/1/21	875,000.00	2,960,760.00	3.835,760.00
3/1/09	875,000.00		875,000.00	9/1/21	875,000.00		875,000.00
6/1/09	875,000.00	1,684,410.00	2,559,410.00	12/1/21	875,000.00	2,986,298.00	3,861,298.00
9/1/09	875,000.00		875,000.00	3/1/22	875,000.00	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	875,000.00
12/1/09	875,000.00	1,698,630.50	2,573,630.50	6/1/22	875,000.00	2,986,298.00	3,861,298.00
3/1/10	\$75,000.00		875,000.00	9/1/22	875,000.00	-1-04/250/00	875,000,00
6/1/10	875,000.00	1,698,630.50	2,573,630.50	12/1/22	875,000.00	3,013,112.50	3,888,112.50
9/1/10	875,000.00		875,000.00	3/1/23	875,000.00	-1-1-1.1.200	875,000.00
12/1/10	875,000.00	2,063,562.00	2,938,562.00	6/1/23	875,000.00	3,013,112,50	3,888,112.50
3/1/11	875,000.00		875,000.00	9/1/23	875,000.00	acojan manji vrise V	875,000.00
6/1/11	875,000.00	2,063,562.00	2,938,562.00	12/1/23	875,000,00	3,041,268.50	3,916,268.50
9/1/11	875,000.00		\$75,000.00	3/1/24	875,000.00	-11-40140	875,000.00
12/1/11	875,000.00	2,079,240.50	2,954,240.50	6/1/24	875,000.00	3,041,268.50	3,916,268.50
3/1/12	875,000.00		875,000.00	9/1/24	875,000.00	-, , = = 0 . 0 0	875,000.00
6/1/12	875,000.00	2,079,240.50	2,954,240.50	12/1/24	875,000.00	3,070,831.50	3,945,831.50
9/1/12	875,000.00		875,000.00	3/1/25	875,000.00	0,0,0,0,1,00	875,000.00
12/1/12	875,000.00	2,095,702.50	2,970,702.50	6/1/25	875,000.00	3,070,831.50	3,945,831.50
		g.			87,500,000,00	105.889.933.00	193.389.933.00

Saints Ballpark Use Agreement Language:

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

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.

EXHIBIT N

Saints Ballpark Rent and PILOT Payment Schedule with City O&M and Groundskeeping Payments												
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)					
				Operations and								
		PILOT	Net Ballpark	Maintenance	Groundskeeping	Trustee						
	Gross	Payments paid	Rent paid by	Payment by City	Payment by City	Rebate to	Net After					
Date	Ballpark Rent	by Saints	Saints	to Trustee	to Trustee	Saints	Rebate					
4/1/2015	\$281,880.00	\$125,000.00	\$156,880.00	\$25,000.00	\$37,500.00	\$62,500.00	\$219,380.00					
10/1/2015	\$279,769.50	\$125,000.00	\$154,769.50	\$25,000.00	\$37,500.00	\$62,500.00	\$217,269.50					
4/1/2016	\$282,659.00	\$125,000.00	\$157,659.00	\$25,000.00	\$37,500.00	\$62,500.00	\$220,159.00					
10/1/2016	\$280,448.00	\$125,000.00	\$155,448.00	\$25,000.00	\$37,500.00	\$62,500.00	\$217,948.00					
4/1/2017	\$278,237.00	\$125,000.00	\$153,237.00	\$25,000.00	\$37,500.00	\$62,500.00	\$215,737.00					
10/1/2017	\$281,026.00	\$125,000.00	\$156,026.00	\$25,000.00	\$37,500.00	\$62,500.00	\$218,526.00					
4/1/2018	\$278,714.50	\$125,000.00	\$153,714.50	\$25,000.00		\$25,000.00	\$253,714.50					
10/1/2018	\$281,403.00	\$125,000.00	\$156,403.00	\$25,000.00		\$25,000.00	\$256,403.00					
4/1/2019	\$278,991.00	\$125,000.00	\$153,991.00	\$25,000.00		\$25,000.00	\$253,991.00 \$256,579.00					
10/1/2019	\$281,579.00	\$125,000.00	\$156,579.00	\$25,000.00		\$25,000.00						
4/1/2020	\$279,066.50	\$125,000.00	\$154,066.50	\$25,000.00		\$25,000.00	\$254,066.50					
10/1/2020	\$281,554.00	\$125,000.00	\$156,554.00	\$25,000.00		\$25,000.00	\$256,554.00 \$253,941.00					
4/1/2021	\$278,941.00	\$125,000.00	\$153,941.00	\$25,000.00		\$25,000.00						
10/1/2021	\$281,328.00	\$125,000.00	\$156,328.00	\$25,000.00		\$25,000.00	\$256,328.00					
4/1/2022	\$278,614.50	\$125,000.00	\$153,614.50	\$25,000.00		\$25,000.00	\$253,614.50					
10/1/2022	\$280,901.00	\$125,000.00	\$155,901.00	\$25,000.00		\$25,000.00	\$255,901.00					
4/1/2023	\$283,087.00	\$125,000.00	\$158,087.00	\$25,000.00		\$25,000.00	\$258,087.00					
10/1/2023	\$280,172.50	\$125,000.00	\$155,172.50	\$25,000.00		\$25,000.00	\$255,172.50					
4/1/2024	\$282,258.00	\$125,000.00	\$157,258.00	\$25,000.00		\$25,000.00	\$257,258.00					
10/1/2024	\$279,243.00	\$125,000.00	\$154,243.00	\$25,000.00		\$25,000.00	\$254,243.00					
4/1/2025	\$281,228.00	\$125,000.00	\$156,228.00	\$25,000.00		\$25,000.00	\$256,228.00					
10/1/2025	\$283,112.50	\$125,000.00	\$158,112.50	\$25,000.00		\$25,000.00	\$258,112.50 \$254,896.50					
4/1/2026	\$279,896.50	\$125,000.00	\$154,896.50	\$25,000.00		\$25,000.00	\$256,680.50					
10/1/2026	\$281,680.50	\$125,000.00	\$156,680.50	\$25,000.00		\$25,000.00	\$253,364.00					
4/1/2027	\$278,364.00	\$125,000.00	\$153,364.00	\$25,000.00		\$25,000.00	\$255,047.50					
10/1/2027	\$280,047.50	\$125,000.00	\$155,047.50	\$25,000.00		\$25,000.00						
4/1/2028	\$281,630.50	\$125,000.00	\$156,630.50	\$25,000.00		\$25,000.00	\$256,630.50					
10/1/2028	\$283,113.00	\$125,000.00	\$158,113.00	\$25,000.00		\$25,000.00	\$258,113.00					
4/1/2029	\$279,495.00	\$125,000.00	\$154,495.00	\$25,000.00		\$25,000.00	\$254,495.00					
10/1/2029	\$280,877.00	\$125,000.00	\$155,877.00	\$25,000.00		\$25,000.00	\$255,877.00					
4/1/2030	\$282,158.50	\$125,000.00	\$157,158.50	\$25,000.00		\$25,000.00	\$257,158.50					
10/1/2030	\$278,339.50	\$125,000.00	\$153,339.50	\$25,000.00		\$25,000.00	\$253,339.50 \$254,520.50					
4/1/2031	\$279,520.50	\$125,000.00	\$154,520.50	\$25,000.00		\$25,000.00	**************************************					
10/1/2031	\$280,601.00	\$125,000.00	\$155,601.00	\$25,000.00		\$25,000.00	\$255,601.00 \$256,581.00					
4/1/2032	\$281,581.00	\$125,000.00	\$156,581.00	\$25,000.00		\$25,000.00	\$257,460.50					
10/1/2032	\$282,460.50	\$125,000.00	\$157,460.50	\$25,000.00		\$25,000.00	\$257,460.50					
4/1/2033	\$278,239.50	\$125,000.00	\$153,239.50	\$25,000.00		\$25,000.00						
10/1/2033	\$279,018.50	\$125,000.00	\$154,018.50	\$25,000,00		\$25,000.00	\$254,018.50 \$254,697.00					
4/1/2034	\$279,697.00	\$125,000.00	\$154,697.00	\$25,000.00		\$25,000.00	0.000					
10/1/2034	\$280,275.00	\$125,000.00	\$155,275.00	\$25,000.00		\$25,000.00	\$255,275.00					
4/1/2035	\$280,752.50	\$125,000.00	\$155,752.50	\$25,000.00		\$25,000.00	\$255,752.50					
10/1/2035	\$281,129.50	\$125,000.00	\$156,129.50	\$25,000.00		\$25,000.00	\$256,129.50					
4/1/2036	\$281,406.00	\$125,000.00	\$156,406.00	\$25,000.00		\$25,000.00	\$256,406.00					
10/1/2036	\$281,582.00	\$125,000.00	\$156,582.00	\$25,000.00		\$25,000.00	\$256,582.00					
4/1/2037	\$281,657.50	\$125,000.00	\$156,657.50	\$25,000.00		\$25,000.00	\$256,657.50 \$256,632.50					
10/1/2037	\$281,632.50	\$125,000.00	\$156,632.50	\$25,000.00		\$25,000.00	\$256,632.30 \$256,507.00					
4/1/2038	\$281,507.00	\$125,000.00	\$156,507.00	\$25,000.00		\$25,000.00						
10/1/2038	\$281,281.00	\$125,000.00	\$156,281.00	\$25,000.00		\$25,000.00	\$256,281.00					
4/1/2039	\$280,954.50	\$125,000.00	\$155,954.50	\$25,000.00		\$25,000.00	\$255,954.50 \$255,527.50					
10/1/2039	\$280,527.50	\$125,000.00	\$155,527.50	\$25,000.00		\$25,000.00	\$433,341.30					

Note

- (1) Dates determined by Section 2.2(a) and Section 3.1 (c) of the Ballpark Use Agreement
- (2) Gross Ballpark rent as determined by Section 3.1 of the Ballpark Use Agreement and actual debt service on Saints Bonds
- (3) Saints PILOT payment as defined in Section 3.2 (b) of the 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 the Ballpark Use Agreement
- (6) City payment to the Trustee for groundkeeping during first 3 years of Term as defined in 2.3(b) of the Ballpark Use Agreement
- (7) Amount to rebated back to Saints by the Trustee upon receipt of all funds by City and Saints
- (8) Net Ballpark Rent equals gross rent less any rebate and will include Interest earnings on bond fund reserve, debt service account and rent guaranty account that will also be credited to Saints