

**AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
PRINCIPAL BANK**

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (SCSA) and Principal Bank, a Delaware corporation, (Contractor). SCSA and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. SCSA desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of SCSA; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between SCSA and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Custodial and Service Agreement

Exhibit E – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 1, 2023 and terminate on September 30, 2028.
- B. After the Initial Term, SCSA reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through September 30, 2030 or for one (1) additional two year term through September 30, 2030 ("Option Periods"), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A and Exhibit D within the time stated in Exhibit A and Exhibit D. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to SCSA when defects are due to the negligence, errors or omissions of Contractor.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and SCSA expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a custodian performing similar services in the industry.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, SCSA shall pay Contractor for all materials provided and Services rendered by Contractor in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. Both parties shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to other party.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, SCSA may terminate this Agreement upon written notice to Contractor. SCSA will provide written notice to the Contractor of such failure and provide to Contractor the ability to cure the failure to perform within thirty (30) days. If Contractor does not reasonably cure such failure, SCSA may terminate the Agreement and compensate Contractor for services performed up to the time of the transfer to assets to the successor entity.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than thirty (30) days after the notice of termination, Contractor will deliver to SCSA all SCSA information or material that Contractor has in its possession. In the event more time is required, both parties must agree to the extend the time prior to the end of the thirty (30) days.

8. ASSIGNMENT AND SUBCONTRACTING

SCSA and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of SCSA. Contractor shall not hire subcontractors without express written permission from SCSA. Contractor shall be as fully responsible to SCSA for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor does not anticipate using subcontractors for performing core custodial services of asset custody and reporting. From time to time, Contractor may use third party vendors in the performance of certain ancillary services; sub-custodian services; operational, technological, and incidental functions; processing reporting; local and global settlement; investment accounting and

risk/performance analytics; and/or back-office functions that assist it in its performance of services on a common basis for all or most of its customers utilizing such services. Such vendors are not considered to be subcontractors under this Agreement as they do not perform core custodial services of asset custody and reporting.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of SCSA. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of SCSA, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is: 1) otherwise known to Contractor, 2) becomes generally known to the related industry, 3) obtained from a third party not under a duty of confidentiality, 4) independently developed, or 5) agreed to in writing between the Parties to be free of the restrictions set forth in this Agreement shall be deemed confidential. Notwithstanding anything herein to the contrary, Contractor may disclose the information if made in response to a subpoena, valid order of a court or other tribunal or authorized agency of the government, or if made in connection with any audit or regulatory examination of the Contractor or any of its affiliates by any governmental agency. Contractor and its affiliates may disclose information provided to it by the SCSA for purposes of due diligence, risk assessment or other similar purposes.

12. OWNERSHIP OF MATERIAL

Except for Contractor's proprietary information, all material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of SCSA but Contractor may retain

and use copies thereof. SCSA shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF SCSA TO INSPECT RECORDS OF CONTRACTOR

SCSA, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. To this end, upon reasonable prior written request of SCSA, the Contractor shall permit SCSA, or its respective agents, employees or auditors to examine, audit, excerpt, transcribe and copy, at the SCSA's expense, during the Contractor's normal business hours, any books, documents, papers, and records relating to the Account or the assets.

Notwithstanding anything to the contrary contained in this Agreement, such right to examine shall not include the computer systems or processing systems from which data is generated; information, data or processes that are proprietary to the Contractor; materials, processes, or procedures related to recordkeeping, data access or data security; materials precluded by regulation, court order or regulatory authority; or physical facility audits.

Contractor agrees to maintain sufficient books and records in accordance with generally accepted industry practices to establish the correctness of all charges submitted to SCSA. Any expenses not so recorded shall be disallowed by SCSA.

Contractor shall submit to SCSA any and all reports concerning its performance under this Agreement that may be requested by SCSA in writing. Contractor agrees to assist SCSA in meeting SCSA's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to defend, hold harmless and indemnify SCSA, its respective governing boards, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees ("Claims") arising directly from the Contractor's negligence in performing the Services pursuant to this Agreement; provided the Contractor is give reasonable notice of any Claim and an opportunity to correct any alleged mistake defend against any action, and/or participate in any settlement proceeding and further provided that "negligence" for purposes of this provision shall not include the Contractor's failure to consider the prudence or imprudence of any direction provided by a person authorized to give it. Additionally, the

Contractor shall not be liable under this indemnification for Claims resulting from actions of the Contractor taken in accordance with direction of an authorized representative, or action omitted because no such direction was given. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or willful misconduct of SCSA.

- B. Notwithstanding anything to the contrary, the Contractor shall not be liable under any circumstances for indirect, incidental, consequential, or special damages in connection with this Agreement or the Services provided hereunder.
- C. SCSA agrees to indemnify and hold the Contractor harmless for Claims which may be imposed, assessed or incurred against the Contractor, or the account, arising out of or in connection with the performance of the Contractor's obligations in accordance with the provisions of this Agreement (including reasonable attorney's fees). This provision does not extend to any liability, loss, claim, damages or expense arising from the negligence of the Contractor.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to SCSA, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by SCSA of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither SCSA's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to SCSA addressed as follows:

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at * _____@santaclaraca.gov

And to Contractor addressed as follows:

Principal Bank
222 South Ninth Street, 13th Floor
Minneapolis, MN 55402
and by e-mail at * _____@XXX

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with the City of Santa Clara's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no SCSA officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise SCSA if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF SCSA NAME OR EMBLEM

Contractor shall not use SCSA's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of SCSA.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

NOTE: SIGNATURES ON FOLLOWING PAGE

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY

a Joint Exercise Of Powers Entity,
created through Government Code sections 6500 *et seq.*

APPROVED AS TO FORM:

Dated: _____

GLEN R. GOOGINS
Stadium Authority Counsel

JÖVAN D. GROGAN
Executive Director
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"STADIUM AUTHORITY"

PRINCIPAL BANK
a Delaware corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

Dated: _____

By (Signature): _____

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the SCSA by the Contractor under this Agreement are set forth below.

Service Requirements:

The selected bank shall provide custodian services for the entire Portfolio. Custodian services shall include but are not limited to:

1. Maintain a custodian account for SCSA's cash and securities.
2. Deposit investment-related net daily uninvested cash into a FDIC-insured and collateralized sweep vehicle for public funds by the custodian. SCSA will maintain this arrangement until further notice in writing.
3. Security purchases shall be settled on a delivery versus payment basis.
4. Provide same day credit on all coupons. A delay in credit will require interest to be paid to SCSA at that day's Federal Funds rate.
5. Segregate SCSA's cash and securities from the assets of the custodian's other customers. The custodian shall have only the custody of securities and securities shall be and remain the sole property of SCSA. The securities held by the custodian shall be registered in the name of SCSA.
6. Settle and deliver securities as directed by SCSA through any broker or investment manager selected by SCSA,
7. Create, maintain and retain all records relating to securities held in custody in SCSA's account to meet the requirements and obligations under generally accepted accounting principles.
8. Wire coupon receipts to SCSA's designated bank account at the end of each business day.
9. Provide on-line reporting of portfolio activity and holdings on a real-time or same day basis.
10. Provide online monthly activity statements and reports including the par, original cost, and market value of all portfolio holdings (the statement cut off should be the last day of each month).
11. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of each month.

12. Provide year end holding statements and reports including maturity dates and credit rating of all portfolio holdings for the purpose of Government Accounting Standards Board (GASB) Statement No. 40 compilation.
13. Provide corporate action reporting to the SCSA regarding bond calls, conversions, tender offers, exchanges, receipt of stock rights, mergers and reorganizations, and other events that affect account holdings.

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EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000), during the Initial Five-Year Term of the Agreement. After the Initial Term, the maximum compensation shall be as set forth in the executed Notice of Exercise of Option to Extend Agreement (Exhibit E).
- 1.2. Any additional fees, costs and expenses requested by the Authority that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services shall be performed unless both Parties execute an Amendment outlining the services requested and compensation agreed for such services.

2. FEE AND OPTION RENEWALS

- 2.1. Authority will pay Contractor according to the fees specified below:

Service Description	Fee
Annual Minimum Fee	\$12,500
Administration Fee - Asset-Based Fee (excluding Sweep)	2 Basis Points (market value *.0002)
Administration Fee - Asset-Based Fee - Sweep Assets	0 Points
Web Tool Fee - Custody Solutions Reports	Included - No Charge
Web Tool Fee - Custody Solutions Statements	Included - No Charge
Accounting & Reporting Fees	Included - No Charge

- 2.2. Fee(s) shall be fixed for the Initial Five-Year Term of the Agreement.
- 2.3. Fee Adjustments: Contractor may request adjustments to its fee prior to any one-year option. Fee increase requests must be supported by a relevant industry specific index. Requests for increase must be fully documented by Contractor. Price adjustments are subject to Authority's approval.

3. INVOICING REQUIREMENTS

- 3.1. Contractor shall invoice Authority on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority.

- 3.2. Authority will pay Contractor within thirty (30) days of Authority's receipt of coupon disbursements from investment portfolio best matched to the timing of an approved invoice.

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the Santa Clara Stadium Authority ("Stadium Authority"), and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the Stadium Authority, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the Stadium Authority so that any other coverage held by the Stadium Authority shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. This policy must include a Waiver of Subrogation in favor of the Stadium Authority, its governing board, subordinate boards, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy, unless where noted otherwise.

1. Additional Insureds. The Santa Clara Stadium Authority, its governing board, subordinate boards, officers, employees, volunteers and agents ("Indemnified Parties") are hereby added as additional insureds in respect to liability arising out of Consultant's work for the Stadium Authority, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnified Parties may possess, including any self-insurance or self-insured retention they may have. Any other insurance that the Indemnified Parties may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to the Stadium Authority at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. In the event of non-renewal, Contractor shall provide written notice to SCSA at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and the Stadium Authority agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by the Stadium Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to the Stadium Authority for review.

Contractor does not anticipate using subcontractors for performing core custodial services of asset custody and reporting. From time to time, Contractor may use third party vendors in the performance of certain ancillary services; sub-custodian services; operational, technological, and incidental functions; processing reporting; local and global settlement; investment accounting and risk/performance analytics; and/or back-office functions that assist it in its performance of services on a common basis for all or most of its customers utilizing such services. Such vendors are not considered to be subcontractors under this Agreement as they do not perform core custodial services of asset custody and reporting.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge the Stadium Authority or Consultant for the cost of additional insurance

coverage required by this Agreement. Any such provisions are to be deleted with reference to the Stadium Authority. It is not the intent of the Stadium Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the Stadium Authority for payment of premiums or other amounts with respect thereto.

3. The Stadium Authority reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained as described in this Agreement. Consultant shall file with the Stadium Authority all certificates and endorsements for the required insurance policies for the Stadium Authority's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage, and be delivered to the Stadium Authority through its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to the Stadium Authority pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

Or mailed to:

Santa Clara Stadium Authority
c/o Ebix, Inc.
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the Stadium Authority or its insurance compliance representatives.

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EXHIBIT D
CUSTODIAL AND SERVICE AGREEMENT

Custodial Agreement



This Custodial Agreement is made and entered into as of MONTH DAY, YEAR (the “Effective Date”) by and between Principal Bank® (“Custodian”) and the undersigned Santa Clara Stadium Authority (“Owner”) as owner(s) in regard to the custody of certain assets of the Owner.

1. **The Account.** The Owner hereby appoints the Custodian as its agent to receive, hold and deal with, subject to the terms hereof, certain assets of the Owner (the “Account”). The Account shall consist of those assets, which the Owner notifies the Custodian shall be included in the Account, together with the income, proceeds and profits thereon. The Custodian agrees to (a) safely keep such assets separate from the assets of other trust accounts and (b) deposit such assets at depositories or agent depositories of the Custodian; provided, however, that the records of the Custodian at all times show that such assets are held on behalf of the Owner, notwithstanding registration in a nominee name as provided for in Section 8 (Registration of Securities).
2. **Investment Managers.** The Custodian shall act upon written direction from the Owner or from one or more investment managers duly appointed in writing by the Owner (each, an “Investment Manager”), unless otherwise specified herein. Any direction given by the Owner or from an Investment Manager may be given directly to the Custodian. The Owner shall furnish the Custodian with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of the Owner under the terms of this Custodial Agreement and shall cause such Investment Manager to furnish the Custodian with a written list of the names and signatures of the persons who are authorized to represent such Investment Manager under this Custodial Agreement.
3. **Responsibilities of the Custodian.** The Custodian shall with respect to assets held under this Custodial Agreement:
 - (a) Invest and reinvest them as instructed by the Owner or Investment Manager, including in cash or other short-term investment vehicles or instruments as the Owner or Investment Manager considers advisable;
 - (b) Collect the income thereon and their proceeds upon sale, redemption or maturity;
 - (c) From time to time, on the written direction of Owner, make disbursements out of the Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such direction;
 - (d) Endorse, assign and deliver assets as directed by the Owner in writing;
 - (e) As instructed by the Owner or Investment Manager, make, execute, acknowledge and deliver any and all certificates of ownership, documents of transfer, or other declarations necessary or appropriate to carry out the custodianship duties and powers;
 - (f) Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Owner or otherwise as the Owner may direct in writing;
 - (g) Provide monthly to the Owner an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits, and transactions in the Account since the date of the last statement. Owner consents to receiving this information electronically;
 - (h) Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents;
 - (i) Decline to accept any asset which it deems to be unsuitable or inconsistent with its custodial operations;

- (j) Invest money or assets of the Account in any registered investment company to which the Custodian or an affiliate of the Custodian provides services and receives compensation for providing such services as such investment may be directed by Owner or an agent of Owner;
 - (k) Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Owner. Owner understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account;
 - (l) With respect to valuation of assets held in the Account: (A) Obtain the fair market value of publicly traded assets, including securities issued by the Owner, where such assets have a readily ascertainable market value; (B) Rely on pricing direction received from the Owner to the extent any securities issued by the Owner are or become thinly traded and/or a readily ascertainable market value is not available;
 - (m) Rely on pricing direction received from the Owner or its authorized agent for any non-publicly traded assets, including non-publicly traded securities issued by the Owner.
4. **Sub-Custodians.** The Custodian may at its discretion appoint and remove sub-custodians, which may be an affiliate of the Custodian, to carry out such of the provisions of this Custodial Agreement as the Custodian may from time to time direct. The Custodian shall be liable for the acts or omissions of a sub-custodian to the same extent as if the action or omission were performed by the Custodian itself, taking into account the facts and circumstances and the established local market practices and laws prevailing in the particular jurisdiction in which the Owner elects to invest.
5. **Directions.** The Custodian's duties with respect to assets will be that of custodian only. Upon receipt of oral directions as confirmed in writing, or written instructions from the Owner or Investment Manager, the Custodian agrees to execute necessary orders to effect such purchases, sales, subscriptions or exchanges of assets as directed. The Custodian shall be under no duty to review or recommend the purchase, retention, sale or other disposition of any asset purchased, retained, sold or otherwise disposed of at the instruction from the Owner or Investment Manager, or to take or omit any other action with respect to assets except in accordance with this Custodial Agreement. The Custodian shall not be liable for any loss or depreciation to assets resulting from any investments made upon the instruction from the Owner or Investment Manager.
6. **Statements.** If, within ninety (90) days after the Custodian mails to the Owner a statement with respect to the Account, the Owner has not given the Custodian written notice of any exception or objection thereto, the statement shall be deemed to have been approved. In such cases, the Custodian shall not be liable for any matters in such statements, except with respect to any acts or transactions as to which the Owner shall set forth in a written statement claiming negligence, willful misconduct or lack of good faith on the part of the Custodian which is filed with the Custodian during such ninety (90) day period.
7. **Special Investments.** As a matter of convenience, the Custodian may include in its reports the value of assets for which it does not maintain custody, including but not limited to investments in common or collective funds not administered by the Custodian, limited partnerships, and unregulated investment funds (each, a "Special Investment"). The Custodian may account for a Special Investment by means of "shadowed" recordkeeping in order to include the Special Investment's value on a composite statement for the Account that includes all of the Account's other investments. The Owner directs the Custodian to report those assets solely as a recordkeeping item on the account statements. The Custodian is not responsible for the accuracy of the information provided by the asset's custodian or other source, and does not certify that any information provided by the custodian or other source is true or correct, notwithstanding any subsequent statement to the contrary regarding the Special Investment.
8. **Registration of Securities.** The Custodian, in its sole discretion, may cause any or all of the securities under its custody and control pursuant to this Custodial Agreement to be registered in its name as the Custodian, or in the name of its nominee. The Custodian agrees to maintain such records as may be necessary to identify such securities as being a part of the assets held under this Custodial Agreement.

9. **Compensation.** The Custodian shall be entitled to be reimbursed for its expenses and to compensation for its services as is written and specified in Exhibit B of the 'Agreement for Services between the Santa Clara Stadium Authority ("Owner") and Principal Bank ("Custodian"). Such expenses and compensation, to the extent they are not paid by the Owner, shall be paid out of the assets held under this Custodial Agreement. The Custodian may also pay other expenses out of assets held under this Custodial Agreement as directed by the Owner.
10. **Security Interest.** To the extent not prohibited by applicable law, the Owner hereby agrees that Custodian shall have a continuing lien and security interest in any asset then held by the Custodian for the benefit of the Owner if the Custodian or any of its affiliates or agents: (a) advances financial assets to the Owner for any purpose; or (b) incurs expenses, charges, taxes, assessments, claims, liabilities or other indebtedness in connection with the performance of this Custodial Agreement.
11. **Payment from the Account.** In the event that any payment or disbursement is made from the Account pursuant to the Custodial Agreement and such payment or disbursement is not presented for payment for a period of no less than six (6) months following the date of issue, the Custodian may redeposit the funds in the Account unless otherwise directed by the Owner. The Custodian will follow the Owner's direction, which may include redepositing the funds in the Account or placing the funds in the unclaimed property account in accordance with state unclaimed property laws.
12. **Limitation of Liability.** The duties and obligations of the Custodian shall be limited to those expressly set forth in this Custodial Agreement. With respect to the performance of its duties under this Custodial Agreement, the Custodian is not a "fiduciary" as that term is defined in the Employee Retirement Income Security Act of 1974 (ERISA) and amendments thereto or any other fiduciary laws. The Custodian shall not be liable for any acts, failures to act, actions, or decisions made by any prior fiduciary, custodian, or trustee. The Custodian may decline to perform any action under this Custodial Agreement if, in the Custodian's reasonable opinion, such action would contravene applicable law, and the Custodian shall incur no liability for such determination.
13. **Consequential Damages.** Notwithstanding any other provision set forth herein, in no event shall the Custodian be liable for any indirect, consequential, special, incidental, or punitive damages of any kind whatsoever (including, without limitation, lost profits) with respect to the services provided pursuant to this Custodial Agreement, regardless of whether the Custodian has been advised of the possibility of such damages.
14. **Force Majeure.** Notwithstanding anything to the contrary in this Custodial Agreement, except as required by applicable law, the Custodian shall not be responsible or liable for its failure to perform under this Custodial Agreement or for any losses to the Account resulting from any event beyond the reasonable control of the Custodian, its agents or sub-custodians, including but not limited to nationalization, strikes, expropriation, devaluation, seizure, eminent domain or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Owner's property; or the breakdown, failure or malfunction of any utilities, telecommunications systems, or computer systems; or any order or regulation of any banking or securities industry, including changes in market rules and market conditions affecting the execution of settlement transactions; or poor or incomplete data provided by the Owner; or acts of war, terrorism, insurrection or revolution; pandemic; or acts of God; or any similar event, or any other unusual circumstances not reasonably within the control of the Custodian.
15. **Survival.** The provisions of Section 9 (Compensation), Section 10 (Security Interest), Section 12 (Limitation of Liability), Section 13 (Consequential Damages), and Section 14 (Force Majeure) shall survive the termination or expiration of this Custodial Agreement.

16. **Authority of Signers.** Each individual signing this Custodial Agreement represents and warrants that she or he has, individually or in concert with the other persons signing this Custodial Agreement on behalf of the same entity, the authority to sign this Custodial Agreement and thereby bind that entity to the terms and conditions of this Custodial Agreement. The Custodian may absolutely rely upon any and all such directions, instructions, or notices and shall be fully protected in acting in accordance therewith.
17. **Communication.** If a provision of this Custodial Agreement requires that a communication or document be provided by or to the Custodian in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if the Custodian reasonably believes such communication or document has been signed, sent or presented (as applicable) by any person or entity authorized to act on behalf of the Owner. If this Custodial Agreement requires that a communication or document be signed, an electronic signature satisfies that requirement. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. The Custodian will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall the Custodian incur any liability in executing instructions from any person or entity authorized to act on behalf of the Owner prior to receipt by it of notice of the revocation of the written authority of such person or entity.
18. **Enforceability.** If any provisions of this Custodial Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Custodial Agreement shall be construed and enforced as if such provisions had not been included.
19. **Amendment.** This Custodial Agreement may be amended from time to time by an instrument in writing executed by the parties hereto, or their successors in interest.
20. **Assignment.** No assignment of this Custodial Agreement shall be made by either party without written consent of the other.
21. **Governing Law.** This Custodial Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of California.
22. **Successors and Assigns.** This Custodial Agreement shall bind the successors and assigns of Owner and shall bind the successors and assigns of the Custodian.
23. **Counterparts.** This Custodial Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Custodial Agreement to be effective as of the Effective Date.

SANTA CLARA STADIUM AUTHORITY

SAMPLE - Signer Block for PFG Entity

Signed

Signed

Name _____
Business _____
Title _____

Name _____
Business _____
Title _____

Account Number: ACCOUNT NUMBER
File Number(s): FILE NUMBER

DRAFT

The attached agreements, disclosures and account setup documentation (“Account Documentation”) contain information specific to the services that Santa Clara Stadium Authority (the “Owner”) has selected Delaware Charter Guarantee & Trust Company, conducting business as Principal Trust Company®, or Principal Bank®, as the case may be (collectively referred to herein as “Principal® Custody Solutions”) to provide services as Trustee/Custodian under the governing Trust/Custody Agreement, executed by Principal® Custody Solutions and the Owner for the ACCOUNT NAME (the “Account”).

Acceptance

Owner Name ("Owner"): Santa Clara Stadium Authority
Account Name (the "Account"): ACCOUNT NAME
Account Number(s): ACCOUNT NUMBER and all related sub accounts
File Number(s): FILE NUMBER

The undersigned individuals represent that they are duly authorized to take action on behalf of the Owner and Principal® Custody Solutions, respectively. The parties certify that they are executing this Acceptance to signify receipt of, and agreement to the terms and conditions specified in the Account Documentation listed below, as of the effective date specified on each document.
ACCOUNT DOCUMENTATION (only checked items apply):

- ☒ Definitions and Disclosure Statement
- ☒ Fee Schedule (consisting of):
 - Fee Acknowledgement
 - Fee Summary
- ☒ Investment Alternative Options Disclosure of Fee Arrangements
- ☒ Sweep Investment Direction for Cash Balances

Accepted: <u>Santa Clara Stadium Authority</u> Owner name	<u>SAMPLE - Signer Block for PFG Entity</u>
<u>Name (please print)</u>	<u>Name (please print)</u>
<u>Title (please print)</u> X	<u>Title (please print)</u> X
<u>Signed</u>	<u>Signed</u>
<u>Date</u>	

Definitions

“Revenue from Fund Asset-Based Fees” are fees paid to Principal Bank® or Principal Trust Company® (collectively, “Principal® Custody Solutions”) by the institution providing the investment option (“Fund Company”) for Investment Alternative Options (“Investment Alternatives”) listed on the most current Investment Alternative Options Direction, Disclosure, and Acknowledgement (“IAO”). The revenue being disclosed represents only those fees received by Principal® Custody Solutions from the Fund Company for certain shareholder services performed by Principal® Custody Solutions either directly or through a supplier. Changes to such fees will be disclosed on the account statements and periodically updated fee disclosure documents. Any such fees are part of the Investment Alternative’s expense ratio and do not result in an increased payment by the Account. Ongoing Revenue from Fund Asset-Based Fees are stated as annual rates and are calculated by the Fund Company’s manager pursuant to its established practice and procedure. Certain Investment Alternatives may also pay one-time Revenue from Fund Asset-Based Fees to Principal® Custody Solutions which are calculated based on the value of funds invested by an individual who was not previously an investor in the Investment Alternative and are calculated in accordance with the Fund Company’s procedures. Revenue from Fund Asset-Based Fees may be paid by the fund company from one or more sources and under one or more programs (including, but not limited to, sub-transfer agency fees, 12b-1 fees, shareholder and administrative services fees, and distribution related fees) provided for in the prospectuses or other governing documents of the Investment Alternative.

“Allocation of Asset-Based Fees”

Principal® Custody Solutions may hire external third parties whose responsibilities may include collecting Revenue from Fund Asset Based Fees on its behalf. As disclosed in the IAO, Principal® Custody Solutions may either retain these fees as revenue or may allocate these fees to the affected accounts. However, when Principal® Custody Solutions uses an external third party to collect these fees, Principal® Custody Solutions covers the cost of the third party’s services through a portion of the fees so collected, and the amount allocated to affected accounts will be net of the amount payable to the external third party.

General Disclosures

Investments such as mutual funds, common or group trust funds (i) are not endorsed or guaranteed by Principal® Custody Solutions or any affiliates thereof; (ii) are not deposits or other obligations of Principal® Custody Solutions or any affiliates thereof; (iii) are not insured by the FDIC, the Federal Reserve Board or any other government agency; and (iv) involve investment risks, including possible loss of principal.

Neither Principal® Custody Solutions nor any affiliates thereof can assure that the investment objectives of any Investment Alternative will be achieved. Past performance is no guarantee of future results. Investment return and principal value may fluctuate so that upon redemption, an investment in an Investment Alternative may be worth more or less than its original cost.

As a result of different and varied transaction rounding policies employed by providers of Investment Alternatives, there may be minor valuation differences in Principal® Custody Solutions’ records and the records of an Investment Alternative provider for transactions between and among various Investment Alternatives.

Where Principal® Custody Solutions receives Revenue from Fund Asset-Based Fees, the dollar amount of the compensation is calculated under the Fund Company’s procedures for such payments, which procedures may vary from provider to provider. As a result, certain minor differentials may exist between the fees payable by the Investment Alternatives and the fees otherwise payable by the Account. Principal® Custody Solutions reserves the right to disposition any differentials.

In accordance with agreements with Fund Companies, Principal® Custody Solutions receives next day settlement privileges with respect to purchases and redemptions of shares. Notwithstanding the foregoing, the funds may delay settlement of any trade in accordance with the terms of the prospectus or other governing

documents, and any such delay would delay Principal® Custody Solutions' ability to affect trades involving a Non-Proprietary Investment Option (as defined in the Non-Proprietary Investment Options section of this Statement).

Principal® Custody Solutions and any affiliates thereof do not exercise investment discretion or render investment advice with respect to the Account unless a written agreement is in place to provide discretionary investment management with a separate fee arrangement and disclosures.

For the fees and expenses charged by mutual funds, common or group trust funds, exchange-traded funds (ETFs), and other electronically traded Investment Alternatives, please review the prospectus or common investment fund agreement for that investment and appropriate share class/rate level. For information regarding fees applicable to any investments included in the Account other than those listed in the IAO or fees from other sources, please see the Account agreements. Certain mutual funds may impose redemption fees or other trading restrictions on shares of the funds that are transferred or exchanged out of the funds before the applicable minimum holding period. Please read each fund's prospectus for more information about the fund and any applicable redemption fees. In addition, certain common or group trust funds may impose withdrawal restrictions with respect to Owner-initiated transactions involving the fund which Principal® Custody Solutions is obligated to honor. Please read each Investment Alternative's governing documents for more information about the investment and any applicable withdrawal restrictions.

From time to time, Principal Custody Solutions may receive Revenue from Fund Asset-Based Fees from a Fund Company that may be an affiliate of Principal Custody Solutions as compensation or reimbursement for the solicitation and distribution of money market mutual funds.

Principal Funds ("Proprietary Mutual Funds")

The compensation the affiliates of Principal® Custody Solutions receive is based on the Investment Alternatives the Owner has chosen. Affiliates of Principal® Custody Solutions receive compensation from the products and Investment Alternatives they manufacture, including Proprietary Mutual Funds.

The Proprietary Mutual Funds can pay fees for various services provided to the Proprietary Mutual Fund, including fees payable to Principal® Custody Solutions or any of its affiliates for investment advisory services, which are set forth in the prospectuses for such Investment Alternatives. Proprietary Mutual Fund fees and expenses are stated in the *Annual Funds Operating Expenses* sections of the Summary Prospectus and in the *Management Agreement* section of the Statement of Additional Information. However, Principal® Custody Solutions will receive no fees for investment management, investment advisory or similar services rendered to the Account with respect to Account assets invested in such Proprietary Mutual Funds, except as permitted by applicable law. The entity providing investment advisory services may voluntarily waive its fee and/or reimburse the Proprietary Mutual Fund for certain of its expenses in order to reduce expense ratios, which may affect the amount shared with or credited to Principal® Custody Solutions or its affiliates thereof. The Proprietary Mutual Funds incur transaction costs and expenses in their operations and in trading securities, and include these costs into the expense ratios of the Proprietary Mutual Funds. To the extent that Principal® Custody Solutions assists with any activities contemplated by these transaction costs and expenses, including securities transactions effected through a registered broker/dealer affiliate, the Proprietary Mutual Funds may pay Principal® Custody Solutions for these activities.

The Owner understands that in order to invest in a Proprietary Mutual Fund: (a) it cannot directly or indirectly control and it cannot directly or indirectly be controlled by Principal® Custody Solutions or an affiliate thereof; (b) it cannot be an officer, director, partner, or employee (or relative thereof) of Principal® Custody Solutions or an affiliate thereof; and (c) it cannot directly or indirectly receive any compensation or other consideration for a personal account in connection with the investment of assets in any Proprietary Mutual Fund.

The Owner acknowledges that it has received a copy of the current prospectus for each of the Proprietary Mutual Funds which contains a disclosure of all services provided by an affiliate of Principal® Custody Solutions to the Proprietary Mutual Funds and of all applicable fees paid to Principal® Custody Solutions or affiliates thereof as compensation for providing such services to the Proprietary Mutual Funds. The Owner received a copy of the current fee schedule applicable to the Account. A current prospectus for any Principal Funds Distributor, Inc. funds is available at <https://www.principalam.com> or by calling Principal Funds Investor Services at 1-800-222-5852.

Non-Proprietary Investment Options

The principal distributors of certain mutual funds, common or group trust funds, exchange-traded funds (ETFs), and other electronically traded Investment Alternatives unaffiliated with Principal® Custody Solutions or any affiliates thereof (“Non-Proprietary Investment Options”) have made certain of their funds available to the Owner as Investment Alternatives under the Account. These Non-Proprietary Investment Options incur transaction costs and expenses in their operations and in trading securities and include these costs into the expense ratios of their respective Non-Proprietary Investment Options. To the extent that Principal® Custody Solutions assists with any activities contemplated by these transaction costs and expenses, the Non-Proprietary Investment Options may pay Principal® Custody Solutions for these activities. Collective trust funds trusted by SEI Trust Company that carry the Principal name are nonetheless non-proprietary investments.

Alternative Notification of Securities Transactions under 12 CFR §151.100

Whenever securities transactions (commonly known as trades) are initiated, and Principal® Custody Solutions places those securities transactions in the Owner’s account, 12 CFR §151.70 requires Principal® Custody Solutions to inform the Owner of its right to receive a separate notification containing details of those security transactions. Principal® Custody Solutions can comply by forwarding to the Owner, at no charge, copies of each trade confirmation or, in the absence thereof, written notification of the details that would have been contained therein. Alternatively, the Owner may determine that in lieu of receiving separate trade confirmations, the periodic account statements provided to the Owner by Principal® Custody Solutions adequately informs the Owner of the account trade activity. This alternative reporting is allowed pursuant to 12 CFR §151.100.

By signing the Acceptance Page, the Owner agrees that the periodic statements provided by Principal® Custody Solutions are adequate notification and that the Owner does not wish to receive separate trade confirmations. If the Owner wishes to receive separate trade confirmations, it should provide such request in writing to Principal® Custody Solutions.

Class Actions

Principal® Custody Solutions or its agent(s) shall automatically opt-in to class action lawsuits related to securities held in an open account for which it acts as custodian of which it receives timely electronic notification through its normal electronic system dedicated for such action and can respond therein.

Such action shall not be deemed to constitute the exercise of investment discretion or other authority over such securities and is undertaken at the direction of the Owner (either express or implied by continued utilization of Principal® Custody Solutions’ services) for the timely servicing of the account. Principal® Custody Solutions shall not be liable for its failure to opt-in to any action because of untimely/unreasonable notice or non-standard response procedures. **Caution:** This service might not be available for certain non-US class action lawsuits. Principal® Custody Solutions reserves the right to revise its policy/procedures on class actions from time to time without notice.

Global Investments

Purchases, sales, and holding of securities traded on a non-US or foreign exchange (“Global Investing”), whether at the account owner’s direction or through an investment manager, are handled through a sub-custodial arrangement with The Bank of New York Mellon. Tax servicing related to Global Investing is performed by The Bank of New York Mellon and Principal® Custody Solutions’ agent, GlobeTax, under separate written agreements. Initiation of Global Investing constitutes consent to release relevant account information to The Bank of New York Mellon and GlobeTax. Global Investing requires additional information/forms/agreements and Principal® Custody Solutions will have no liability for losses caused by delays in account set-up or transaction processing in the absence of all required information/forms/agreements.

Shareholder Meeting/Rights/Actions/Notices and Votes

As directed trustee/custodian, Principal® Custody Solutions will direct matters requiring shareholder action to the party named by the Owner. Principal® Custody Solutions or its agent(s) will act in accordance with commercially reasonable standards in distributing notices and soliciting/casting votes and will have no liability

for failure to vote/act without direction. Principal® Custody Solutions will have no liability for the applicable party's failure to timely vote/act. Principal® Custody Solutions will not forward notices for irregular/predatory/non-traditional shareholder matters routinely ignored by commercial custodians or their agents in the normal course of business. Such inaction will not be deemed to constitute the exercise of investment discretion or other authority over such securities and is undertaken at the direction of the Owner for the timely servicing of the account. Principal® Custody Solutions reserves the right to revise its policy/procedures on shareholder actions from time to time without notice.

Shareholder Communications Act Disclosure

The Securities and Exchange Commission adopted the Beneficial Owner Information Disclosure Rule #14b-2 (the "Rule") in 1986 as part of its effort to improve communications between publicly held companies and beneficial owners of the securities registered in the name of certain nominees.

Under the Rule, Principal® Custody Solutions is required to contact each customer for whom Principal® Custody Solutions holds securities and determine whether the Owner authorizes Principal® Custody Solutions to provide the Owner's name, address and share position to the issuer of the securities the Owner owns. For the Owner's protection, the Rule prohibits the requesting company from using the Owner's name and address for any purpose other than corporate communications.

Please complete the authorization below by checking one of the alternatives.

☐ Principal® Custody Solutions is authorized to release the Employer's name, address and share position (Consents to disclosure).

☐ Principal® Custody Solutions is NOT authorized to release the Employer's name, address and share position (Objects to disclosure).

Note: Under the Rule, Principal® Custody Solutions is required to treat a non-response as a "Consents to disclosure" response.

Note: Notwithstanding the Owner's above election under the Shareholder Communications Act, if the Account holds securities of a foreign company domiciled in a European Union country, then pursuant to the European Union's Shareholder Rights Directive II regulation, the Owner's name, address, and the share position the Account holds must be disclosed if requested by the issuer of the securities.

Regulation R Limitations (Non-ERISA Custody accounts only)

Regulation R restricts Principal® Custody Solutions from executing certain customer-initiated trades in non-employee benefit plan custody accounts ("Restricted Trades").

Regulation R includes a list of exemptions that allow a bank to conduct specified security transactions without being registered as a broker/dealer. Transactions that fall outside of the exemptions must be performed by a registered broker/dealer.

Principal® Custody Solutions is permitted to execute Restricted Trades involving Exempt Investments. "Exempt Investments" are defined as any trades involving registered mutual funds and government issued securities. Principal® Custody Solutions is permitted to execute Restricted Trades not involving Exempt Investments on an accommodation basis. With respect to the custody accounts it services, Principal® Custody Solutions, defines accommodation trading as follows:

- 1). Trades that involve **investing** cash deposits/income
 - Purchase - invest a cash deposit (new business initial funding activity)
 - Purchase - invest additional cash deposits in an existing account
- 2). Trades that involve **raising** cash for obligations
 - Sale - to raise cash for expenses (e.g., to pay a debt obligation, to cover an overdraft)
 - Sale - to raise cash for account transition to another custodian
- 3). Trades that involve **charitable gifts**
 - Sale - to liquidate asset gifts received in-kind from donors
 - Buy - to invest cash gifts received directly from donors (similar to #1 above)
- 4). Trades that involve special account circumstances
 - Trades to rebalance a portfolio on a periodic basis based on an established allocation
 - Purchase – to invest funds from a pledged asset maturity in a statutory account
 - Sale – to liquidate assets after an external investment manager has been terminated

Customers will be notified by their Relationship Manager when the trading practices of a non-employee benefit plan custody account falls outside of the exemptions under Regulation R.

Capitalized terms not defined herein will have the meanings ascribed to them in the governing documents.

Effective Date: EFFECTIVE DATE

Owner name ("Owner"): Santa Clara Stadium Authority

Account name ("Account"): ACCOUNT NAME

Principal account numbers: ACCOUNT NUMBER and all related sub accounts

File Number(s): FILE NUMBER

Billing Frequency: Quarterly

Method of Payment: Invoice Client

Throughout this Fee Acknowledgement references to Principal® Custody Solutionsⁱ shall include Principal® Bank and/or Principal® Trust Company, as applicable. This Fee Acknowledgement and the Fee Summary incorporated herein together constitute the Fee Agreement.

The Summary Number PROPOSAL NUMBER dated PROPOSAL DATE describes fees and payment to Principal® Custody Solutions with regard to each Account. Subsequent Fee Summaries provided to you will constitute an amendment to this Fee Agreement and will supersede previous Fee Summaries.

With direction from you, we will change the method of payment and/or billing frequency. A method of payment or billing frequency will be effective with the next billing cycle occurring after our receipt of your direction.

Owner Acknowledgement

Fees and expenses described in this Fee Agreement, together with any fees described in other agreements and/or disclosures, constitute amounts payable to Principal® Custody Solutions for services provided to the Owner on the Account. Principal® Custody Solutions shall be paid the fees as described in the Fee Summary at the time such services are rendered. If such fees are not paid by the Account, such payment shall be made by the Owner. Principal® Custody Solutions may deduct fees due for services rendered directly from the Account assets. Fees for services rendered shall be payable upon presentation of invoices by Principal® Custody Solutions and may be subject to late payment penalties. Past due fees may be deducted from the Account assets. Principal, in its sole discretion, may suspend services during any period in which any unpaid amounts are 60 days overdue or may deduct such amounts from the account(s).

Owner understands that if Principal® Custody Solutions fees are based on the market value of the Account, those fees will be affected by asset pricing. When Principal® Custody Solutions is unable to price an asset using its usual pricing sources, Principal® Custody Solutions will rely on the Owner to supply a price. If the Owner is unable to supply a price for the asset, Principal® Custody Solutions will continue to reflect the last known price (and fees will be based on that price) for the asset until the Owner provides an alternative price and fees will be based on that market value.

Should there be any material change to the Account's structure or asset base, or should the Owner fail to transfer any assets scheduled for receipt to Principal® Custody Solutions within 60 days of the Effective Date of this Fee Agreement, Principal® Custody Solutions reserves the right to redefine fees and/or service conditions. Principal® Custody Solutions shall be entitled to charge additional fees for any additional services requested by the Owner or any revisions to reports, forms, and documents resulting from (i) inaccurate or incomplete information supplied by the Owner, (ii) untimely payments of contributions or reimbursement of fees and expenses, (iii) retroactive amendment of the Trust, (if applicable) (iv) failure of the Owner to timely notify Principal® Custody Solutions of any error in reports, forms and documents prepared by Principal® Custody Solutions. If the Owner requests a rerun of an allocation or report due to incorrect or untimely information being furnished, the Owner shall bear the extra costs attributable to such reallocations or new reports.

Principal® Custody Solutions is entitled to prompt reimbursement of all extraordinary out-of-pocket expenses incurred in the performance of its services on behalf of the Account including, but not limited to, fees for legal process, outside legal fees, and courier services.

On a Quarterly basis, Principal® Custody Solutions will send an invoice to the Owner for fees and expenses due with respect to the Account. The invoice will denote Account fees to be "billed" that are payable by the Owner and/or Account fees to be "deducted" that have been deducted from Account assets held in the Account. Such amounts, if billed, shall be due not later than 30 days following the billing date. Additional services not detailed in this Fee Agreement may be negotiated by and between Principal® Custody Solutions

and the Owner at normal prevailing rates. Principal® Custody Solutions retains the right to revise its Fee Summary from time to time.

If the Owner wishes to have the Account pay any fees or expenses, or wishes to be reimbursed by the Account for any fees or expenses previously paid by the Owner, the Owner shall be responsible for determining which fees and expenses may properly be paid or reimbursed by the Account and provide appropriate written direction certifying this to Principal® Custody Solutions.

ⁱCustody and trust services are provided by Principal Bank®, Member FDIC, and/or Principal Trust Company®. These services are provided under the trade name Principal® Custody Solutions. Principal Trust Company is a trade name of Delaware Charter Guarantee & Trust Company. Principal Bank and Principal Trust Company are members of the Principal Financial Group®, Des Moines, IA 50392.

Investment Alternative Options
(Direction, Disclosure, and Acknowledgement)



Effective Date: EFFECTIVE DATE

Owner Name ("Owner"): Santa Clara Stadium Authority

Account Name ("Account"): ACCOUNT NAME

Principal Account Numbers: ACCOUNT NUMBER and all related sub accounts

File Number(s): FILE NUMBER

The Owner directs the investment of certain contribution types as follows and hereby consents to the fees associated with the selection of such investment alternative(s) that are paid to Principal Bank® or Principal Trust Company® ("Principal® Custody Solutions™"). You should consider whether the rate level/share classes is the most appropriate for this Plan.

The information provided on this form is as of the current date. Revenue that Principal® Custody Solutions may receive might vary if subsequent fund fees or rate changes occur. Please review the Definitions and Disclosure Statement provided in your document package for a more complete explanation of the revenue that Principal® Custody Solutions may be entitled to receive.

Name of Investment Alternative (Fund) and Share Class	CUSIP	Revenue from Fund Asset-Based Fees (basis points)	Allocation of Asset-Based Fees (basis points)

Allocation of Asset Based Fees

Principal shall allocate to the Account revenue sharing amounts (e.g., sub-transfer agency fees and shareholder servicing fees) received pursuant to a 12b-1 plan or otherwise from mutual funds and collective funds for the provision of administrative services to the Account and the funds as reflected above. For existing Accounts transitioning to a revenue share allocating arrangement, this process shall begin with those fees which are accrued after the effective date hereof.

The Owner directs Principal® Custody Solutions to allocate Revenue Sharing received by Principal® Custody Solutions to the Account as soon as reasonably practicable after receipt. The Owner acknowledges that Principal® Custody Solutions is not a fiduciary with respect to the selection of the investment options for the Account and that the Owner has independently selected the funds included as investment options for Account assets. In addition, Principal® Custody Solutions shall have no discretionary authority or investment management responsibility with respect to the assets that are allocated to the Account.

Except as otherwise noted herein, the Owner shall provide written direction to Principal® Custody Solutions for payment of Account expenses, reimbursement of Account expenses paid by the Owner, and/or allocation to Account of Revenue Sharing, in compliance with applicable laws.

To the extent practicable, Principal® Custody Solutions will advise the Owner reasonably in advance of any material change in the revenue sharing amounts provided by any investment used by the Account.

The parties agree that fees may be reviewed from time to time, and if at any time, demographic, investment fund or other changes under the Account result in fees significantly higher or lower than contemplated hereunder, the parties shall cooperate in good faith to establish a revised fee structure or services provided commensurate with then prevailing circumstances. Principal® Custody Solutions may amend or revise the terms of this IAO (including the provisions for Revenue Sharing) in its discretion with advance notice to the Owner. Principal® Custody Solutions shall discontinue payments to the Account immediately if such deposits become prohibited due to a change in applicable law.

Investment and Insurance products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, Principal Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

ⁱCustody and trust solutions are provided by Principal Bank, Member FDIC, and/or Principal Trust Company. These services are provided under the trade name Principal® Custody Solutions, a division of Principal Bank. Principal Trust Company is a trade name of Delaware Charter Guarantee & Trust Company. Principal Bank and Principal Trust Company are members of the Principal Financial Group®, Des Moines, Iowa 50392.

Sweep Investment Direction
for Cash Balances
(Non-Proprietary Mutual Fund)



Effective Date: EFFECTIVE DATE

Owner name ("Owner"): Santa Clara Stadium Authority

Account name ("Account"): ACCOUNT NAME

Account number(s): ACCOUNT NUMBER and all related sub accounts

File Number(s): FILE NUMBER

This Direction to Trustee or Custodian (this "Direction") constitutes a direction to Delaware Charter Guarantee & Trust Company, conducting business as Principal® Trust Company, or Principal® Bank, as the case may be (collectively referred to herein as "Principal® Custody Solutions"), each in its capacity as either trustee or custodian of account or accounts established under various trust or custody agreements, to take the actions specified below.

The Owner directs Principal® Custody Solutions to systematically invest cash received by or held in the account(s) indicated above (including all related accounts) in the following short-term investment vehicle:

Sweep Investment Vehicle Name	Asset-Based Fees Paid by Fund* (basis points)	CUSIP-Ticker
—		—

*Please review the Definitions and Disclosure Statement provided in your document package for a more complete explanation of the revenue Principal® Custody Solutions may be entitled to receive.

The Owner hereby acknowledges receipt of the current prospectus for the investment vehicle listed above, which includes the investment advisory and other fees charged to or paid by the mutual fund, as well as Principal® Custody Solutions' Notice of Fee Arrangements documents and attachments thereto.

The Owner understands that it may change this direction at any time and that it shall continue in effect until revoked or modified by an authorized representative of the Owner by written notice to Principal® Custody Solutions.

Effective Date: EFFECTIVE DATE
Owner Name (“Owner”): Santa Clara Stadium Authority
Account Name (the “Account”): ACCOUNT NAME
Principal® Custody Solutions Account Number(s): ACCOUNT NUMBER and all related sub accounts
File Number(s): FILE NUMBER

Certification of Authorized Signers:
As _____ of the Owner, I hereby certify the following and agree to the Terms and Conditions set forth below:
1. The individual(s) listed below have been authorized by resolution of the Owner and has/have the authority to act on behalf of the Owner. The authorized individual(s) (“Authorized Signers”) may act with respect to the Authorized Activities designated below on behalf of the Owner, wherever the Owner has responsibility with respect to the Account, in accordance with the governing trust or custody agreement, executed between Principal® Bank or Principal® Trust Company (as applicable) (“Principal® Custody Solutions”) and the Owner;
2. The signatures that appear on each “Authorized Signer Information” block are true and correct signatures of all Authorized Signers authorized to act on behalf of the Owner with respect to the “Authorized Activities” designated below.

_____ Name (please print)	_____ Title (please print)
X _____ Signature	_____ Date

Terms and Conditions:

Transaction Requests

Principal® Custody Solutions will accept transaction requests which are delivered to Principal® Custody Solutions in accordance with its pre-established wire operating and security procedures.

Principal® Custody Solutions' security procedures include a callback from Principal® Custody Solutions to verify any outgoing wire transfer that is not processed according to pre-established instructions from Owner ("non-repetitive"). Callbacks will be made to an individual that Principal® Custody Solutions reasonably believes to be one of the Authorized Signers established by Owner on the Account, using the contact information on file. No transaction request will be accepted if (i) the person requesting and/or verifying the transaction does not present proper authentication, and/or (ii) the transaction details cannot be verified to Principal® Custody Solutions' satisfaction.

Principal® Custody Solutions will accept transaction requests that it reasonably believes to be from Authorized Signers by letter, facsimile, or e-mail. However, in order to prevent fraud related activity, Principal® Custody Solutions prohibits the use of public, non-firewall protected e-mail domain names (e.g., aol, hotmail, gmail, yahoo, etc.) as a method for submitting transaction requests.

Owner agrees that the procedures described in this section are commercially reasonable and that it will be bound by any transaction request that Principal® Custody Solutions accepts in good faith while following these procedures. If the Owner declines to follow these procedures or Principal® Custody Solutions' other standard operating and security procedures, Owner agrees to be bound by any payment order issued in its name and accepted by Principal® Custody Solutions, whether or not authorized.

Additional Owner Contacts

The Owner may also direct Principal® Custody Solutions in writing to communicate for Account purposes with (but not accept direction from), and to provide Account reports and other Account information to, designated employees of the Owner.

Amendment and Revocation

Until this Authorization is revoked or amended by means of a revised **Authorized Signers Certification** exhibit for the Account, which is provided to Principal® Custody Solutions by the Owner, Principal® Custody Solutions may accept the authority of and rely upon the instructions provided by, documents signed by, or requests for information made by such Authorized Signer. Principal® Custody Solutions will not be required to verify the accuracy of any information or direction by an Authorized Signer, and will not incur any liability to anyone resulting from actions taken in good faith reliance on such information or direction from an Authorized Signer.

Please note that Principal® Custody Solutions is required to obtain and screen certain information requested in this Authorization in order to verify that the Owner does not transact business with, on behalf of, or for the benefit of, countries, entities, or individuals that are (i) subject to economic sanctions, or (ii) on other proprietary lists we are responsible for screening against. While we respect the privacy of our clients, as United States-based organizations, Principal Bank® and Principal Trust Company® are subject to laws and regulations related to economic sanctions imposed by the United States and administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control. Per company policy, we must also ensure customers are not on other proprietary lists. As part of our Global Sanctions Program, authorized signer information is screened against relevant economic sanctions and government lists, as well as other proprietary lists, at the time the account is opened, upon receipt of new customer data or changes to existing customer data, at the commencement of a servicing relationship, and each time there is an update to the applicable economic sanctions program or proprietary list. We appreciate your understanding and assistance in providing us this information.

Authorized Signer Information

FIRST LAST NAME

Full legal name (please print)

Committee membership (indicate as applicable)

TITLE

Title (please print)

MM/DD/YYYY

Date of birth

STREET ADDRESS, CITY, STATE, ZIP CODE

Home address

COUNTRY

Country of Citizenship (List all countries where you have citizenship)

E-mail Address

Phone Number

Signature**Authorized Activity**☐ All Account Activity and Direction
OR☐ Asset Pricing - Non-publicly Traded Securities
Provide Valuation to Principal☐ Corporate Action Processing Direction
Proxy Voting, Tenders & Other Corporate Actions☐ Cash Processing Direction☐ Trade Processing Direction☐ In-Kind Processing Direction☐ Benefit Payment Processing Direction☐ Fee and Expense Processing Direction☐ Other:

This authorized signer may act:

☐ Individually☐ Jointly, _____ (If left blank, two signatures will be required)
signatures required with respect to the authorized activity
indicated above.

(If no election is made, Individually will be assumed)

Authorized Signer Information

Full legal name (please print)

Committee membership (indicate as applicable)

Title (please print)

Date of birth

Home address

Country of Citizenship (List all countries where you have citizenship)

E-mail Address

Phone Number

Signature**Authorized Activity**☐ All Account Activity and Direction
OR☐ Asset Pricing - Non-publicly Traded Securities
Provide Valuation to Principal☐ Corporate Action Processing Direction
Proxy Voting, Tenders & Other Corporate Actions☐ Cash Processing Direction☐ Trade Processing Direction☐ In-Kind Processing Direction☐ Benefit Payment Processing Direction☐ Fee and Expense Processing Direction☐ Other:

This authorized signer may act:

☐ Individually☐ Jointly, _____ (If left blank, two signatures will be required)
signatures required with respect to the authorized activity
indicated above.

(If no election is made, Individually will be assumed)

Effective Date: EFFECTIVE DATEOwner Name ("Owner"): OWNER NAMEAccount Name ("Account"): ACCOUNT NAMEPrincipal® Custody Solutions Account Number(s): ACCOUNT NUMBER and all related sub accountsFile Number(s): FILE NUMBER

Authorized Agents

The Owner authorizes and directs Principal Bank® or Principal Trust Company®i (as applicable) ("Principal® Custody Solutions") as Directed Trustee/Custodian of the Account, to accept and comply with directions provided to Principal® Custody Solutions in writing by agents of the Owner ("Agentsⁱⁱ") with respect to the Account and to provide Account information to, and respond to Account inquiries from, such Agents. The Agents may act with respect to the Authorized Activities designated below on behalf of the Owner, in accordance with the agreements governing services for the Account executed between Principal® Custody Solutions and the Owner.

The Owner certifies to Principal® Custody Solutions that it has entered into a separate written agreement with the Agent(s) indicated below. This separate agreement specifies the terms of the Agent's authorization(s) to act in connection with the Account, including the responsibility to control and monitor which of the Agent's employees are authorized to provide direction, request or submit information, or make inquiries to Principal® Custody Solutions on behalf of the Account. Upon request by Principal® Custody Solutions, the Owner will cause its Agents to provide Principal® Custody Solutions with an incumbency certificate listing the individuals who are authorized to direct Principal® Custody Solutions. Principal® Custody Solutions shall have no duty to verify the authority of an employee of the Agent to act in connection with the Account and may rely on information an employee of the Agent provides.

Name (please print)

Title (please print)

X

Signature

Date

Authorized Agents Direction

Authorized Agent Information

AGENT/FIRM NAME

Name of Entity (please print)

ADDRESS

Address

For Entity:

TIN

Taxpayer Identification Number

STATE/COUNTRY

State/Country of Registration or

Incorporation

Authorized Activity

☐ Asset Pricing - Non-publicly Traded Securities Provide Valuation

☐ to Principal® Custody Solutions

☐ Corporate Action Processing Direction

☐ Proxy Voting, Tenders & Other Corporate Actions

☐ Cash Processing Direction

☐ Trade Processing Direction

☐ In-Kind Processing Direction

☐ Benefit Payment Processing Direction

☐ Other:

Transaction Requests

Principal® Custody Solutions will accept transaction requests which are delivered to Principal® Custody Solutions in accordance with its pre-established wire operating and security procedures.

Principal® Custody Solutions' security procedures include a callback from Principal® Custody Solutions to verify any outgoing wire transfer that is not processed according to pre-established instructions from the Agent ("non-repetitive"). Callbacks will be made to an individual that Principal® Custody Solutions reasonably believes to be one of the authorized Agents established by the Owner on the Account, using the contact information on file. No transaction request will be accepted if the person requesting and/or verifying the transaction does not present proper authentication and/or the transaction details cannot be verified to Principal® Custody Solutions' satisfaction.

Principal® Custody Solutions will accept transaction requests that it reasonably believes to be from Agents by letter, facsimile, or e-mail. However, in order to prevent fraud related activity, Principal® Custody Solutions prohibits the use of public, non-firewall protected e-mail domain names (e.g., aol, hotmail, gmail, yahoo, etc.) as a method for submitting transaction requests.

The Owner agrees that the procedures described in this section are commercially reasonable and that it will be bound by any transaction request that Principal® Custody Solutions accepts in good faith while following these procedures. If the Agent fails to follow these procedures or Principal® Custody Solutions' other standard operating and security procedures, the Owner agrees to be bound by any payment order issued in its name and accepted by Principal® Custody Solutions, whether or not authorized.

Amendment and Revocation

Until this authorization is revoked or amended by means of a revised **Authorized Agents Direction** exhibit for the Account, which is provided to Principal® Custody Solutions by the Owner, Principal® Custody Solutions may accept the authority and rely upon the instructions provided by, documents signed by, or requests for information made by such authorized Agents. Principal® Custody Solutions will not be required to verify the accuracy of any information or direction by an authorized Agent, and will not incur any liability to anyone resulting from actions taken in good faith reliance on such information or direction from an Agent.

* Please note that Principal® Custody Solutions is required to obtain and screen certain information provided above in order to ensure that the Employer does not transact business with, on behalf of, or for the benefit of, countries, entities, or individuals that are subject to economic sanctions, as well as other propriety lists we are responsible for screening against. While we respect the privacy of our clients, as a U.S.-based corporation, Principal® Custody Solutions is subject to laws and regulations related to economic sanctions imposed by the United States and administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control. Per Principal® Custody Solutions policy, we must also ensure customers are not on other proprietary lists. As part of Principal® Custody Solutions Global Sanctions Program, authorized agent information is screened against relevant economic sanctions and government lists, as well as other proprietary lists, at the time the Account is opened, upon receipt of new customer data or changes to existing customer data, at the commencement of a servicing relationship, and each time there is an update to the applicable economic sanctions program or proprietary list. We appreciate your understanding and assistance in providing us this information.

iDirections to either Principal Bank or Principal Trust Company shall also be deemed to be a direction to either entity's affiliates, as applicable.

ii Agents include the named party and its agents and affiliates.

Direction and Acknowledgement for
Purchasing/Holding Alternative Assets



Effective Date: EFFECTIVE DATE

Owner Name ("Owner"): OWNER NAME

Account Name (the "Account"): ACCOUNT NAME

Account Number(s) (the "Accounts"): ACCOUNT NUMBER and all related sub accounts

File Number(s): FILE NUMBER

Investment

Fiduciary: _____

This Direction to Trustee or Custodian (this "Direction") constitutes a direction to Delaware Charter Guarantee & Trust Company, conducting business as Principal Trust Company®, or Principal Bank®, as the case may be (collectively referred to herein as "Principal® Custody Solutions"), each in its capacity as either trustee or custodian of Account or Accounts established under various trust or custody agreements, to take the actions specified below.

The Owner/Investment Fiduciary hereby direct Principal® Custody Solutions, as Trustee/Custodian of the Account(s) to purchase and/or hold alternative assets in the form of LLC or LP hedge or pooled funds, or non-LP, non-LLC pooled funds ("Alternative Assets"), as permitted by the Account's governing documents, until such time as the Owner/Investment Fiduciary direct Principal® Custody Solutions to sell or distribute the Alternative Assets.

The Owner/Investment Fiduciary certify that the Account's governing documents permit the Account to purchase/hold Alternative Assets. The Owner/Investment Fiduciary also agree that the Account(s) may not hold an asset in the form of a general partnership, joint venture, sole proprietorship, Principal® Custody Solutions member-managed shares in a member-managed LLC, or a controlling interest (greater than 50%) of an asset. The Owner/Investment Fiduciary acknowledge the following:

1. **Principal® Custody Solutions as Directed Trustee/Custodian.** Principal® Custody Solutions has no investment discretion over Alternative Assets but is strictly a directed trustee or custodian. Principal® Custody Solutions will not be responsible for taking any action except upon written direction of the Owner/Investment Fiduciary, and will not be liable for any action, or failure to act, that is taken upon such written direction.
2. **Prohibited Transactions and Self-Dealing.** The purchase and/or holding of Alternative Assets is not a prohibited transaction as defined in Sections 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and 4975 of the Internal Revenue Code (the "Code"), if applicable, and is not otherwise an act of self-dealing. Principal® Custody Solutions is not responsible for any consequences, including prohibited transactions, resulting from Alternative Assets of the Account being treated as "plan assets" under ERISA.
3. **Tax Filing and Reporting Requirements.** Principal® Custody Solutions is not responsible for filing any information returns or reports that may be required in connection with Alternative Assets. The Owner/Investment Fiduciary, not Principal® Custody Solutions, is responsible for determining if Alternative Assets may create income to the Account, including unrelated debt-financed income and unrelated business taxable income, as those terms are defined in Sections

511 through 515 of the Code. The Owner/Investment Fiduciary will review the appropriate ERISA Form 5500 reporting requirements as to the Alternative Assets. Owner will consult with its own advisor or attorney regarding these issues. If Alternative Assets result in taxable income to the Account, the Owner is responsible for arranging preparation of the tax return for Principal® Custody Solutions' signature.

4. **Valuation.** Principal® Custody Solutions will utilize the value provided on the evidence of ownership documentation to establish the initial value to be reflected on the trust statement. For subsequent valuations, Principal® Custody Solutions shall use the value provided by the Owner/Investment Fiduciary as the fair market value of Alternative Assets. Principal® Custody Solutions may rely on any such value provided. If Principal® Custody Solutions does not receive an updated value, Principal® Custody Solutions will continue to use the most recent value that it has been provided until the Owner/Investment Fiduciary provides direction otherwise. Principal® Custody Solutions will not independently value any Alternative Assets.
5. **Release.** The Custodian's/Trustee's protections, including but not limited to, rights to indemnification for its taking or refraining from taking any action in accordance with any direction of the Owner/Investment Fiduciary with respect to the purchase, holding, or sale of Alternative Assets shall be determined by the underlying custody/trust agreement in effect between the parties.
6. **Liquidity.** Notwithstanding the investment direction, sufficient liquid funds will be available in the Account to invest in other assets, make distributions and provide for other cash needs of the Account. If Alternative Assets require future contractual payments, these payments shall be made solely by/from the Account.
7. **Controlled Foreign Corporation.** Principal® Custody Solutions is not responsible for any consequence that may result from the investments qualifying as a "controlled foreign corporation" as that term is defined in Section 957 of the Code.
8. **Trust Reporting.** Alternative Assets will be accounted for and reported consistent with industry standards to accurately reflect realized and unrealized gain/loss.
 - For LP acquired through transition:
 - i. Shares may need to be adjusted to equal cost to conform with Principal® Custody Solutions standards
 - ii. Units and cost will equal capital calls, less capital distributions
 - iii. Fair market value will reflect the market value on the partnership statement
 - For new LP purchased:
 - i. Units and cost will equal capital calls, less capital distributions
 - ii. Fair market value will reflect the market value on the LP statement

Notice: Principal® Custody Solutions will forward to the Owner/Investment Fiduciary communications regarding Alternative Assets, including proxies and corporate actions, for appropriate action by the Owner/Investment Fiduciary.

The Owner represents and warrants that legal counsel has been engaged to act on behalf of the Owner/Investment Fiduciary with respect to the transaction contemplated hereunder and has reviewed all of the matters covered in this document.

Owner If Owner is acting as own Investment Fiduciary, please initial here: _____

By _____ **Date:** _____

Print Name

Signature

Title: _____

Investment Fiduciary

By _____ **Date:** _____

Print Name

Signature

Title: _____

Effective Date: EFFECTIVE DATE

Owner Name ("Owner"): OWNER NAME

Account Name (the "Account"): ACCOUNT NAME

Principal Account Number(s): ACCOUNT NUMBER and all related sub accounts

File Number(s): FILE NUMBER

This Electronic Signature Agreement ("ESA") is entered into between Delaware Charter Guarantee & Trust Company, conducting business as Principal Trust Company[®], or Principal Bank[®], as the case may be (collectively referred to herein as "Principal[®] Custody Solutions") and Owner in order to allow Owner to submit electronic signatures on certain Owner documents. Federal and state laws generally recognize the acceptance of electronic signatures as legal and enforceable for most transactions. Principal Custody Solutions recognizes the validity of electronic signatures and the efficiency that can be gained from conducting business transactions electronically. However, in order to accept electronic signatures that are generated by Owner outside the control of Principal Custody Solutions, Principal Custody Solutions requires that Owner sign and agree to the terms of this ESA.

Pursuant to this ESA, Owner agrees that Owner will only submit electronic signatures to Principal Custody Solutions that are generated using (i) an Approved Electronic Signature Tool, as outlined below, and (ii) an electronic signature process or system that complies with applicable federal, state, and local laws regarding the execution and transmission of electronic documents and signatures, including but not limited to the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN").

Approved Electronic Signature Tools:

Owner understands that Principal Custody Solutions maintains a list of electronic signature tools that are known to Principal Custody Solutions to include features and capabilities that demonstrate compliance with the terms of this ESA and applicable laws ("Approved Electronic Signature Tools"). Owner understands and agrees that Principal Custody Solutions will only accept electronic signatures that are generated with an Approved Electronic Signature Tool and that otherwise comply with the terms of this ESA.

Principal Custody Solutions agrees to provide Owner with a complete list of Approved Electronic Signature Tools upon request. In the event Owner utilizes an electronic signature tool not considered an Approved Electronic Signature Tool, Owner may submit Owner's preferred electronic signature tool to Principal Custody Solutions and Principal Custody Solutions, in its sole discretion, may consider adding the electronic signature tool to the list of Approved Electronic Signature Tools. Owner agrees that Principal Custody Solutions has the final decision on the list of Approved Electronic Signature Tools.

At the time of the execution of this ESA, Approved Electronic Signature Tools include, but may not be limited to, AdobeSign and DocuSign.

Electronic Signature Requirements:

Owner agrees and warrants that any electronic signature submitted to Principal Custody Solutions will use an electronic signature process or system that:

1. Demonstrates the authenticity of the person who receives and executes any document and proof of delivery, receipt, and signature by the person who receives and executes the document;

2. Demonstrates the executed document has not been tampered with during the signature and delivery process; and
3. Generates a document or set of documents that demonstrate compliance with the terms in (1) and (2) above ("Proof of Compliance").

Owner agrees to provide Principal Custody Solutions with Proof of Compliance at the time of delivering the electronically signed document to Principal Custody Solutions. Should consent of the signor of any electronic documents be required by law, Owner agrees to obtain such consent (i) in advance of the execution of the electronic signature and (ii) in the same or similar manner as the electronic transaction to reasonably demonstrate that the signor can access information in the electronic form that will be used to provide the information that is subject to the consent. Owner agrees to take commercially reasonable efforts to ensure data security is in compliance with law.

Additional Requirements

Owner understands and agrees that Principal Custody Solutions may have additional policies and practices regarding the acceptance of signatures that require documents to be manually or "wet" signed regardless of Owner's electronic signature capabilities and, notwithstanding the terms of this ESA, Owner agrees to provide Principal Custody Solutions with a manual or "wet" signature should one be requested.

Owner understands and agrees that electronic signatures accepted pursuant to this ESA must still comply with other agreements governing Owner's submission of signatures to Principal Custody Solutions including but not limited to an authorized signers certification.

Indemnification

Owner agrees to indemnify and hold harmless Principal Custody Solutions, its officers, directors, and employees from any and all loss, expense, cost of litigation, including attorney's fees, or damage as a result of any claim or demand made against Principal Custody Solutions arising out of or related to Owner's use of electronic signatures as set forth in this ESA. In addition, Owner agrees to indemnify and hold harmless Principal Custody Solutions its officers, directors, and employees from any and all loss, expense, cost of litigation, including attorney's fees, or damage resulting from Owner's negligent or unauthorized acts as related to electronic signatures delivered to Principal Custody Solutions pursuant to this ESA.

ACCEPTED BY:

SAMPLE - Signer Block for PFG Entity

Name (please print)

Title (please print)

X

Signed

OWNER NAME

Signed: _____

Name: _____

Title: _____

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the Santa Clara Stadium Authority hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, Authority shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the Santa Clara Stadium Authority hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

GLEN R. GOOGINS
Stadium Authority Counsel

JÖVAN D. GROGAN
Executive Director
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771