

SECOND AMENDMENT
TO
SECOND AMENDED AND RESTATED
STADIUM USE AGREEMENT
BY AND BETWEEN
MINNESOTA SPORTS FACILITIES AUTHORITY
AND
MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

Dated as of December 30, 2016

**SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED
STADIUM USE AGREEMENT**

RECITALS 1

Article I. DEFINITIONS AND RULES OF CONSTRUCTION..... 3

 1.1. Defined Terms 3

 1.2. Construction of Terms 3

Article II. AMENDMENTS 3

 2.1. Amendment Related to Press Level Fascia Banner Signage for Capital
 Improvements and Signage Use Rights 3

 2.2. Amendments Related to Annual Suites, Annual Suite Access, and Grant to
 Authority of Use of Certain Annual Suites for Authority Events..... 4

 2.2.1 Amendment of Section 10.1(a) to Breakout Existing
 Section 10.1(a) as Section 10.1(a)(i) and Add Additional Section
 10.1(a)(ii) to establish an Annual Suite Access Policy 4

 2.2.2 Amendment of Section 10.1(b) to Breakout Existing
 Section 10.1(b) as Section 10.1(b)(i) and add Section 10.1(b)(ii) to
 Grant the Authority the Right to Use Up to Seven (7) Annual
 Suites for Authority Events Under Specific Circumstances of
 Availability 4

 2.2.3 Amendment of Section 10.2(a)(i) to provide an exception to the
 “dark” provision where Annual Suite licensees do not elect to use
 their Annual Suite for any Qualified Authority Event..... 5

 2.3. Amendments Related to the Entitlement Rights Sponsor (MillerCoors)
 Lounge 6

 2.4. Amendments Related to Exclusive Signage, Non-Exclusive Signage, and
 Permanent Non-Exclusive Signage..... 7

 2.4.1 Amendment of Section 18.1 to Amend the Team Exclusive
 Signage Rights for Permanent Non-Exclusive Signage and to
 Establish the Grant of the Use of Permanent Non-Exclusive
 Signage by the Authority in Exchange for Payment by the Team..... 7

 2.4.2 Amendment of Section 18.2 with Respect to Authority Contracts
 with Direct Competitors of Team Sponsors and to Establish the
 Right of the Authority to Receive Payment from the Team for
 Permanent Non-Exclusive Signage Positions on an Annual Basis..... 10

 2.5. Amendment to Section 18.5(g) to reference the separate agreement
 between the Authority and StadCo regarding Club Spaces and Entitlement
 Areas and the Authority right to cover or deactivate 11

TABLE OF CONTENTS

(continued)

	Page
2.6. Amendments Related to the Section 18.7 for (i) Additional Sponsorship Areas and Payment by Team to the Authority for Additional Sponsorship Areas, and (ii) U.S	12
2.7. Amendment of Section 32.1(b).....	14
2.8. Amendment of Exhibit A – Definitions Added	14
2.9. Amendment of Exhibit A – Definitions Revised.....	15
2.10. Amendment of Exhibits	16
2.10.1 Amendment of Exhibit F to Add Exhibit F-2 for the Annual Suite Access Policy and Change Exhibit F to Exhibit F-1.....	16
2.10.2 Amendment of Exhibits to Add Exhibit U-1 for the Entitlement Rights Sponsor Lounge.....	17
2.10.3 Amendment of Exhibits to Add Exhibit U-2 for the Entitlement Rights Sponsor Lounge Authority Third Party Sponsorship Access License Agreement	17
2.10.4 Amendment of Exhibits to Add Exhibit V for the NRS Container	17
Article III. MISCELLANEOUS	17
3.1. No Other Amendments	17
3.2. Entire Agreement	17
3.3. Governing Law	17
3.4. Successors and Assigns.....	17
3.5. Headings	17
3.6. Severability	17
3.7. Execution in Counterparts and Delivery of Electronic Signatures	17
3.8. Conformity with the Act.....	18
 ATTACHMENT A ADDED EXHIBIT F-2 ANNUAL SUITE ACCESS POLICY	
ATTACHMENT B-1 ADDED EXHIBIT U-1 ENTITLEMENT RIGHTS SPONSOR LOUNGE LOCATION AND DESCRIPTION	
ATTACHMENT B-2 ADDED EXHIBIT U-2 ENTITLEMENT RIGHTS SPONSOR LOUNGE AUTHORITY THIRD PARTY SPONSORSHIP ACCESS LICENSE AGREEMENT	
ATTACHMENT C ADDED EXHIBIT V NRS CONTAINER LOCATION AND DESCRIPTION	

**SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED
STADIUM USE AGREEMENT**

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED STADIUM USE AGREEMENT (this “**Amendment**”) is entered into and effective as of December 30, 2016 (the “**Effective Date**”) by and between Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (the “**Authority**”), and Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company (“**StadCo**”). The Authority and StadCo may each be referred to herein as a “**Party**,” or collectively, the “**Parties**.”

RECITALS

A. Minnesota Vikings Football, LLC, a Delaware limited liability company (the “**Team**”) holds, owns, and controls a professional football franchise which is a member of the National Football League.

B. In 2012, the Minnesota legislature, finding that the expenditure of public money for the construction, financing, operation, and long-term use of a multi-purpose stadium and related infrastructure as a venue primarily for the National Football League and a broad range of other civic, community, athletic, educational, cultural, and commercial activities serves a public purpose, enacted legislation (the “**Act**”) creating the Authority and authorizing the construction of a stadium and related stadium infrastructure in the City of Minneapolis, Minnesota.

C. The Minnesota legislature provided for the public financing of such stadium and related stadium infrastructure, with certain required private contributions and contributions by the Team, and for tax-exempt ownership of the stadium and related stadium infrastructure by the Authority.

D. On October 3, 2013, the Authority and the Team entered into that certain Stadium Use Agreement (the “**Original Agreement**”).

E. In connection with certain financing arrangements for the Stadium and Stadium Infrastructure, on October 3, 2013, the Team assigned the Original Agreement to StadCo pursuant to the Original Agreement Assignment, consistent with the terms of **Section 23.1(a)** thereof (the “**Stadium Use Agreement Assignment**”).

F. In order to incorporate certain technical corrections and supplement the Original Agreement, the Authority and StadCo entered into that certain Amended and Restated Stadium Use Agreement dated November 22, 2013, to be effective October 3, 2013 (the “**First Amended and Restated Agreement**”) for the purpose of amending and restating the Original Agreement and, in so doing, the Original Agreement was superseded in its entirety so that all of the terms and conditions contained in the Amended and Restated Agreement superseded and replaced the terms of the Original Agreement. Upon execution and delivery of the First Amended and Restated Agreement the Original Agreement had no further force and effect. The First Amended and Restated Agreement in no way impacted the effectiveness or validity of the Stadium Use Agreement Assignment described above.

G. On February 10, 2014, the Authority and StadCo entered into that certain First Amendment to Amended and Restated Stadium Use Agreement (the “**First Amendment**”), on August 22, 2014, the Authority and StadCo entered into that certain Second Amendment to Amended and Restated Stadium Use Agreement (the “**Second Amendment**”), on March 22, 2015, the Authority and StadCo entered into that certain Third Amendment to Amended and Restated Stadium Use Agreement (the “**Third Amendment**”), and on February 19, 2016, the Authority and StadCo entered into that certain Fourth Amendment to Amended and Restated Stadium Use Agreement (the “**Fourth Amendment**”) (collectively, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, are referred to herein as the “**First Amended and Restated Agreement Amendments**”). Each of the First Amended and Restated Agreement Amendments became effective as of the date thereof.

H. In order to incorporate the First Amended and Restated Agreement Amendments, the Authority and StadCo on February 19, 2016, entered into a Second Amended and Restated Stadium Use Agreement (the “**Second Amended and Restated Agreement**”) and, in so doing, (i) the provisions of the First Amended and Restated Agreement were fully amended for the First Amended and Restated Agreement Amendments, (ii) all provisions were added to the First Amended and Restated Agreement, and pursuant to such amendments remained effective as of the respective date of the amendments, and (iii) all provisions of the First Amended and Restated Agreement were unaffected, except to the extent modified by the First Amended and Restated Agreement Amendments. The Second Amended and Restated Agreement may be referred to as the “**Stadium Use Agreement**” herein.

I. The Team joined in the execution of the First Amended and Restated Agreement and the Second Amended and Restated Agreement for the limited purposes of (i) providing its acknowledgment and agreement (A) to the Amendment and Restatement of the Original Agreement, and (B) that it would be bound to its continuing obligations under the provisions of the First Amended and Restated Agreement and the Second Amended and Restated Agreement, and (ii) confirming and affirming its retained rights under the Stadium Use Agreement Assignment.

J. On June 10, 2016, the Authority and StadCo entered into that certain First Amendment to Second Amended and Restated Stadium Use Agreement (the “**First A&R Amendment**”).

K. The Authority and StadCo desire to supplement the First A&R Amendment and further amend certain provisions of the Second Amended and Restated Agreement as set forth herein. The Team is joining in the execution of this Amendment for the limited purposes of (i) providing its acknowledgment and agreement (A) to the further amendment of the Second Amended and Restated Agreement, and (B) that it shall be bound to its continuing obligations under the provisions of this Amendment, the Amended and Restated First Amendment, and the Second Amended and Restated Agreement, as applicable, and (ii) confirming and affirming that the Team continues to retain under this Amendment the rights the Team retained under the Second Amended and Restated Agreement, as amended, except as the same may be modified or amended under this Amendment.

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

**ARTICLE I.
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1. **Defined Terms.** Capitalized terms that are used, but not defined, in this Amendment have the meanings ascribed thereto in the Stadium Use Agreement.

1.2. **Construction of Terms.** In this Amendment, unless the context otherwise requires, the interpretive conventions set forth in **Section 1.2** of the Stadium Use Agreement shall apply.

**ARTICLE II.
AMENDMENTS**

2.1. **Amendment Related to Press Level Fascia Banner Signage for Capital Improvements and Signage Use Rights.** Section 5.6(m) is added to the Stadium Use Agreement to establish the Capital Improvement for the press level fascia and Section 14.12 is added to the Stadium Use Agreement to establish the Use Rights of the Authority and the Team for the press level fascia banner Signage.

“(m) **Press Level Fascia Banner Signage Enhancements.** Capital Improvements for the Press Level Banner Signage as described in **Section 14.12** (Press Level Fascia Signage) shall be the responsibility of the Team with respect to the frame fabrication and installation of such Signage, but will not include the separate Team banner(s) and the Authority banner(s) that will be affixed to such frame fabrication. Such banners will be the respective responsibility of the Team with respect to the Team banner(s) and the Authority with respect to the Authority banner(s). Capital Improvements with respect to the Press Level Banner Signage installation, exclusive of banners, will be the responsibility of the Team.”

“SECTION 14.12 **Press Level Fascia Signage.** The Team and the Authority have agreed to certain press level fascia banner Signage (the “**Press Level Banner Signage**”) which will be designed, fabricated, and installed in accordance with **Section 5.6(m)** (Press Level Fascia Banner Signage Improvements). The Team and Authority have further agreed that the Team has the right to continuously display its Press Level Banner Signage commencing at a reasonable time before the beginning of the NFL Season and terminating promptly following the end of the NFL Season; **provided, however,** the Authority shall have the right to remove the Team’s Press Level Banner Signage at any time during the NFL Season and install Authority Press Level Banner Signage except for Team Games; however, the Team will have the option to remove and reinstall at the Team’s expense the Team’s Press Level Banner Signage if the Team promptly acts following notice by the Authority of its intent to remove such Signage. If the Team’s Press Level Banner Signage is so removed during an NFL Season, the Team’s Press Level Banner Signage will be reinstalled no later than 6:00 AM on the date of any Team Game. Any such removal, installation, and reinstallation of the Authority’s Press Level Banner Signage and the

Team's Press Level Banner Signage will be performed by the Stadium Manager and the Team shall be responsible for the costs related to removal, installation, and reinstallation of such Press Level Banner Signage (unless the Authority Press Level Banner Signage that is displayed is paid for a third party) up to three (3) times during an NFL Season. If the Authority removes the Team Press Level Banner Signage more than three (3) times per NFL Season, the Authority will be responsible for the costs related to removal, installation, and reinstallation of such Press Level Banner Signage in excess of three (3) times at no additional charge to the Team."

2.2. Amendments Related to Annual Suites, Annual Suite Access, and Grant to Authority of Use of Certain Annual Suites for Authority Events.

2.2.1 Amendment of Section 10.1(a) to Breakout Existing Section 10.1(a) as Section 10.1(a)(i) and Add Additional Section 10.1(a)(ii) to establish an Annual Suite Access Policy. Section 10.1(a) of the Stadium Use Agreement is hereby deleted in its entirety and amended to add Section 10.1(a)(ii) to establish the Annual Suite Access Policy:

“(a) Annual Suites.

- (i) Subject to the provisions of **Section 10.1(b)** and **Section 10.3**, the Team shall have the exclusive right to license all Suites, which right shall include the exclusive right to license Suites (other than the Authority Suites and the Team Suites) on an annual or multi-year basis pursuant to a Suite license agreement (the “**Annual Suites**”), and to control the pricing, marketing and allocation of, and bear all costs associated with the licensing of the Annual Suites for all Team Stadium Events. Unless otherwise agreed to by the Parties, any Suite contract or other agreement between the Team and a third Person (other than the NFL or its Affiliates) relating to the Suites shall contain certain provisions as set forth in the General Authority Guidelines for Terms and Conditions of Use of Suites, Club Seats and Loge Seats attached hereto as **Exhibit F-1**. The Team shall have the right to all revenue related to the sale of licenses to Annual Suites.
- (ii) In addition to the General Authority Guidelines for Terms and Conditions of Use of Suites, Club Seats and Loge Seats, the Authority and the Team have agreed to an Annual Suite Access Policy attached hereto as **Exhibit F-2**. This Annual Suite Access Policy will be reviewed on an annual basis by the Authority and the Team in good faith to update and revise such policy to conform with existing operating conditions at the Stadium.”

2.2.2 Amendment of Section 10.1(b) to Breakout Existing Section 10.1(b) as Section 10.1(b)(i) and add Section 10.1(b)(ii) to Grant the Authority the Right to Use Up to Seven (7) Annual Suites for Authority Events Under Specific Circumstances of Availability. Section 10.1(b) of the Stadium Use Agreement is hereby deleted in its

entirety and amended to add Section 10.1(b)(ii) to grant the Authority the right to use seven (7) Annual Suites for Authority Events:

“(b) Authority Suites and Use of Annual Suites.

- (i) From and after the Commencement Date, (i) the Authority shall have sole ownership of two (2) suites for its exclusive use and possession for any legal purpose during the Term (the “**Authority Suites**”), and (ii) the Team agrees to provide to the Authority during the Term, without any charge, license, use or other fee of any kind, a number of tickets to all Team Stadium Events that are open to the public, including NFL/MLS playoff and championship Team Games corresponding to the number of seats in each such Authority Suite, plus the number of “standing room only” tickets customarily allocated by the Team to other holders of comparably-sized Suites (it being understood that each Authority Suite will have sixteen (16) seats). The Authority Suites shall be adjacent to each other and located on the Main Concourse in the farthest northeast corner of the Stadium (which Suites, as of the date hereof, are Suite Nos. 11 and 12 in the plans of the Stadium architect). The Authority shall be responsible (A) to pay with respect to the Authority Suites all costs related to food and beverage service and (B) for the conduct of the Persons it invites to its Authority Suites for Stadium Events. The Parties agree that the Authority Suites constitute the only Suites that will be retained by any Governmental Authority.
- (ii) In connection with the Annual Suite Access Policy and as an exception to the provisions of **Section 10.2(a)(i)**, the Authority is granted by the Team the right to, subject to availability, use up to seven (7) Annual Suites for marketing and promotion of the Authority (and not for resale); **provided, however,** the foregoing Annual Suites will not include executive level Annual Suites. Annual Suites will be available under this **Section 10.1(b)(ii)** only if Annual Suites have not been purchased by the Annual Suite holder for the applicable Authority Event. Subject to the mutual agreement of the Authority and the Team, the Authority may use additional Annual Suites (that exceed the seven (7) Annual Suites granted above); **provided, however,** that such additional Annual Suites will be used only for marketing and promotion of the Authority (and not for resale) and that the executive level Annual Suites will not be available for such additional Annual Suite use by the Authority. If any Annual Suite is so used by the Authority, the Authority will be responsible for any direct costs and expenses of and, subject to **Article 26**, any liabilities arising from such use.”

2.2.3 **Amendment of Section 10.2(a)(i) to provide an exception to the “dark” provision where Annual Suite licensees do not elect to use their Annual Suite for any Qualified Authority Event.** The provisions of Section 10.2(a)(i) of the Stadium Use Agreement are hereby deleted in their entirety and replaced with the following:

“(a) Authority Ticket Sales and Provision of Tickets to Team.

- (i) With respect to Qualified Authority Events, Annual Suite licensees shall have the option to purchase the number of tickets (for seating within the Suite) equal to the maximum number of persons permitted to occupy the applicable Suite to Qualified Authority Events, subject to **Section 10.2(c)** below. An Annual Suite may be used for any Qualified Authority Event so long as at least fifty percent (50%) of the fixed seats associated with such Suite are purchased by the Annual Suite licensee. The price for the Annual Suite tickets shall be determined by the Authority Event promoter, but in no event shall the price of such tickets cost more than the highest ticket price of all generally available lower bowl tickets (excluding VIP tickets, special access tickets, and other similar premium priced tickets, but not Club Seats). Subject to the provisions of **Section 10.1(b)(ii)**, if the Annual Suite licensee does not purchase at least fifty percent (50%) of the fixed seats associated with its Suite, then the Suite in question shall be unoccupied and remain “dark” for the Authority Event in question.”

2.3. **Amendments Related to the Entitlement Rights Sponsor (MillerCoors Lounge)**. Section 3.12 is hereby added to the Stadium Use Agreement as follows:

“SECTION 3.12. Entitlement Rights Sponsor Lounge. The Authority and the Team have reached certain understandings regarding the build-out and operation of a certain Entitlement Rights Sponsor lounge (the “MillerCoors **Entitlement Rights Sponsor Lounge**”) that is licensed to MillerCoors, LLC as the Entitlement Rights Sponsor. The MillerCoors Entitlement Rights Sponsor Lounge is located and depicted as set forth on **Exhibit U-1** and subject to the following terms, conditions, and procedures:

(a) Team Costs. The Team will be responsible for Capital Improvements costs and material additional operating costs, if any, related to the MillerCoors Entitlement Rights Sponsor Lounge finish items as set forth on **Exhibit U-1**.

(b) Authority Right to Use the MillerCoors Entitlement Rights Sponsor Lounge. The Authority will have the right to license to third persons and use the MillerCoors Entitlement Rights Sponsor Lounge at any time other than for Team Stadium Events; **provided, however**, for Qualified Authority Events that are ticketed, the requirements of **Section 3(c)** below shall apply.

(c) Requirements for Qualified Authority Events.

- (i) MillerCoors Entitlement Rights Sponsor First-Right of Refusal. The Authority will offer the MillerCoors Entitlement Rights Sponsor, as the Entitlement Rights Sponsor of the MillerCoors Entitlement Rights Sponsor Lounge, a first-right of refusal to purchase the eighty (80) tickets for seating within the MillerCoors Entitlement Rights Sponsor Lounge for Qualified Authority Events.

- (ii) Entitlement Rights Sponsor Purchase Requirement. If the Entitlement Rights Sponsor does not purchase a minimum of forty (40) tickets of the eighty (80) tickets offered for the Qualified Authority Event, the Authority will have the right to offer the remaining tickets for sale to the general public.
- (iii) Effect of Meeting Purchase Requirement. If the Entitlement Rights Sponsor purchases a minimum of forty (40) tickets of the eighty (80) tickets offered for the Qualified Authority Event, the Authority will not have the right to offer any remaining tickets for sale to the general public.

(d) Authority Responsibility for Costs of Licensing. If the MillerCoors Entitlement Rights Sponsor Lounge is used by third persons other than the Entitlement Rights Sponsor for an Authority Event, the Authority is responsible for cleaning and repair (if damaged) costs, including costs related to the Entitlement Rights Sponsor finishes.

(e) Authority License Agreement. The Entitlement Rights Sponsor has entered or will enter into a cost and royalty-free license agreement with the Authority in the form of **Exhibit U-2**, licensing the Entitlement Rights Sponsor for, among other things, design and construction of the MillerCoors Entitlement Rights Sponsor Lounge.

(f) Conversion of MillerCoors Entitlement Rights Sponsor Lounge to Annual Suites. At the conclusion of any current Entitlement Rights Agreement (dates of which agreement will be provided to the Authority), the Team may choose to convert the MillerCoors Entitlement Rights Sponsor Lounge to Annual Suites, in which case this **Section 3.12** shall not apply and the provisions of **Section 10.1(a)** and **Exhibit F-2** (Annual Suite Access Policy) will govern such Annual Suites.”

2.4. **Amendments Related to Exclusive Signage, Non-Exclusive Signage, and Permanent Non-Exclusive Signage.**

2.4.1 **Amendment of Section 18.1 to Amend the Team Exclusive Signage Rights for Permanent Non-Exclusive Signage and to Establish the Grant of the Use of Permanent Non-Exclusive Signage by the Authority in Exchange for Payment by the Team.** Section 18.1 of the Stadium Use Agreement is hereby deleted in its entirety and replaced with the following Sections 18.1(a), 18.1(b), 18.1(c), and 18.1(d):

“(a) Team Exclusive Signage Rights. The Team shall have the exclusive right to sell, and to retain all revenue from, and bear all costs associated with selling (i) all Exclusive Signage at the Stadium and Stadium Infrastructure and within the Stadium Site (whether situated internally or externally) for all Stadium Events, and (ii) all Non-Exclusive Signage at the Stadium and Stadium Infrastructure and within the Stadium Site (whether situated internally or externally) for all Team Stadium Events; **provided, however,** that the Team agrees that:

- (i) it will not grant exclusivity for Signage Rights for Protected Categories at the Stadium and Stadium Infrastructure to more than ten (10) Persons at any point in time who are sponsors (including the Naming Rights Sponsor(s), each of whom shall be counted as one (1) Person, for a

maximum of two (2) Persons) without the Consent of the Authority. It is understood and agreed that (A) the foregoing restriction shall apply only to the number of sponsors granted Exclusive Signage rights in a Protected Category by the Team and not the number of products or services to which Exclusive Signage rights apply, and (B) that a Person with a Protected Category will have both Exclusive Signage and Non-Exclusive Signage protected by the Protected Category,

- (ii) the Team shall provide, at a minimum, an annual notice during the Term on or before August 1 to the Authority specifying its Protected Categories, but the Team may provide notices at any time with respect to changes to the Protected Category exclusivity Person listing (which Protected Category shall be effective as of the date of the notice) subject to **Section 18.1(iv)** below,
 - (iii) the Authority shall not sell or otherwise contract for any Exclusive Signage with respect to all or any portion of the Stadium Site and shall not (A) sell or otherwise contract for any Non-Exclusive Signage which conflicts with the Exclusive Signage, and (B) execute any Signage agreement that exceeds one (1) year in length unless such agreement contains a termination clause that allows the Authority to terminate annually prior to the renewal term of such agreement; **provided** that upon notice from the Team that it has a binding agreement for Exclusive Signage with a Person, the Authority shall provide notice of termination for such Protected Category or conflicting agreement at the end of the then-current term and shall not renew the Protected Category or conflicting agreement at the next upcoming renewal date, and
 - (iv) a Protected Category set forth in the notices provided by the Team to the Authority shall not require the Authority to cancel or otherwise eliminate an Authority Event sponsor that has a valid and binding agreement with the Authority as of the date of the notice; **provided, however,** that the Authority shall not enter into any binding agreement with respect to Signage for the Stadium, Stadium Infrastructure, or the Stadium Site one (1) year prior to the Commencement Date, thereby allowing the Team to establish its Protected Categories between the date of this Agreement and one (1) year prior to the Commencement Date, without consideration of a conflicting Authority Signage sponsor.
- (b) **Team Permanent Non-Exclusive Signage Rights and Fees for Rights.**
- (i) The Team shall have the exclusive right to sell and retain all revenue from, and bear all costs associated with selling Permanent Non-Exclusive Signage solely at the Permanent Non-Exclusive Signage Locations. The Team acknowledges and agrees that Permanent Non-Exclusive Signage is not, by definition, Signage that is within a Protected Category unless the Sponsor in a Permanent Non-Exclusive Signage Location later becomes a

EXECUTION VERSION

Protected Category sponsor, in which case the Permanent Non-Exclusive Signage Location will become Exclusive Signage until the Permanent Non-Exclusive Signage Location no longer has a sponsor in a Protected Category. The Parties agree that there are no restrictions on the Authority's right to sell and display Signage for Authority Events that conflicts in any manner with Permanent Non-Exclusive Signage.

- (ii) Any variations in the locations, design, or materials of the approved Permanent Non-Exclusive Signage as set forth in the Final Signage Plan, other than the change of sponsor-Person identified on or as part of the Permanent Non-Exclusive Signage, will require modification to the Final Signage Plan and the approval of the Authority.
- (iii) If the Team's Permanent Non-Exclusive Signage restricts the ability of the Authority, in the Authority's reasonable discretion, to host an Authority Event, such Permanent Non-Exclusive Signage may be covered or deactivated at the Authority's expense. This right of the Authority shall not be considered a Promoter Signage Condition; **provided, however**, that Permanent Non-Exclusive Signage is also subject to the Promoter Signage Conditions set forth in **Section 18.3** (Promoter Signage Conditions/Right to Cover or Deactivate for Certain Authority Events) and **Section 18.4** (Promoters Signage Conditions – Naming Rights Sponsors Rules).
- (iv) The Team will pay an annual fee for each Permanent Non-Exclusive Signage Location that is used, if at all, as follows: (A) sixty thousand dollars (\$60,000) for the PNE Scrim Signage location, if any; (B) thirty thousand dollars (\$30,000) for each of the three (3) PNE South Sideline Signage locations, if any; and (C) forty thousand dollars (\$40,000) for each of the two (2) Signage positions on the PNE Scoreboard Panels Signage locations, if any. The annual fees described above will be fixed until August 1, 2021, and each fifth-year anniversary thereafter throughout the remainder of the Term, at which time the fees for the respective Permanent Non-Exclusive Signage Locations will be increased by an amount equal to 1.104 times the annual fee for each Permanent Non-Exclusive Signage Location.
- (v) The determination as to the existence of Permanent Non-Exclusive Signage Locations will be made by the Team and the Authority no later than August 1 of each year during the Term, and the Team will remit payment in each year following 2016 to the Authority no later than September 1 of each such year. For the year commencing August 1, 2016 through July 31, 2017, the Parties agree that the annual fee for Permanent Non-Exclusive Signage Locations will be two hundred thirty thousand dollars (\$230,000), which payment will be due upon on execution and delivery of the Second Amendment to the Second Amended and Restated Stadium Use Agreement (the "**Second A&R Amendment**").

(c) Authority and Team Cooperation for Sponsorship Notifications. The Authority and the Team shall cooperate with respect to notifications of sponsorship agreements which affect the Parties' rights with respect to Exclusive Signage and Non-Exclusive Signage. Each Party shall provide such information and updates, in addition to the foregoing general obligation, upon the reasonable request of the other Party.

(d) Sponsorship Agreement Trade Exchanges. With respect to sponsorship agreements which provide for a trade exchange of Stadium fixtures, facilities or other improvements, to the extent authorized under Applicable Law and as agreed to by the Authority, the Team may negotiate and obtain Advertising revenues in exchange for such trade exchanges. The Team shall be responsible for any costs related to the sponsorship agreements. The Authority and the Team shall agree upon such Stadium enhancements in connection with building construction, operations, maintenance and repair of the Stadium, Stadium Infrastructure and the Stadium Site. Any payments arising from such agreements shall accrue to the benefit of the Team, except as provided in **Section 16.3(b)**. Any enhancements to the Stadium, Stadium Infrastructure or Stadium Site arising from such arrangements shall accrue to the benefit of the Authority as the owner of such assets.”

2.4.2 **Amendment of Section 18.2 with Respect to Authority Contracts with Direct Competitors of Team Sponsors and to Establish the Right of the Authority to Receive Payment from the Team for Permanent Non-Exclusive Signage Positions on an Annual Basis.** Section 18.2 of the Stadium Use Agreement is hereby deleted in its entirety and replaced with the following Sections 18.2(a) and 18.2(b):

“SECTION 18.2. Authority Signage Rights and Team Payment for Permanent Non-Exclusive Signage.

(a) Authority Signage Rights. The Authority (or third-parties retained by the Authority promoting Authority Events) shall have the right to sell and to retain all revenue from, and bear all costs associated with selling all Stadium, Stadium Infrastructure and Stadium Site Non-Exclusive Signage (whether situated internally or externally) for all Authority Events so long as such Non-Exclusive Signage does not obstruct the view of or preempt the existence of, whether physically or electronically, any Exclusive Signage or conflicts with a Protected Category, except as provided in **Section 18.3**. Other than as may be permitted pursuant to **Section 18.3**, the Authority shall not have the right to engage in electronic insertions that interfere with any Exclusive Signage or a Protected Category. Notwithstanding anything to the contrary in this Agreement, in the event the Non-Exclusive Signage on the north sideline fascia LED(s) as set forth in item number 34(b) of the Sponsorship Manifest as shown on **Exhibit G-1** or **Exhibit G-2** is not sold or used for the Authority Event and the remainder of the other Non-Exclusive Signage is activated for the Authority Event, the Signage of Team sponsors that have purchased such Signage positions for Team Events will receive exposure for Authority Events subject to the mutual agreement of the Authority and Team as to the placement and duration of such Signage.

(b) Team Payment for Permanent Non-Exclusive Signage. The Team will remit payments for Permanent Non-Exclusive Signage used by the Team, if any, in each year during the Term as described and specified in Section 18.1(b)(iv) above.”

2.5. Amendment to Section 18.5(g) to reference the separate agreement between the Authority and StadCo regarding Club Spaces and Entitlement Areas and the Authority right to cover or deactivate. Section 18.5(g) of the Stadium Use Agreement is hereby deleted in its entirety and replaced with the following Section 18.5(g):

“(g) Club Spaces and Entitlement Areas/Authority Right to Cover or Deactivate / Entitlement Rights Areas Activation Agreement. The Authority and Team agree to the following terms and conditions as it relates to the club spaces and Entitlement Rights areas listed in Section 18.5(c) of this Agreement:

- (i) the base stemware, napkins, serving dishes, uniforms, etc. in the club areas will not be logoed, or if logoed will bear the logo associated with the Stadium Name;
- (ii) the Team may supply logoed (Team or Team sponsor branding) stemware, napkins, serving dishes, uniforms, etc. for Team Stadium Events at the Team’s cost and the Authority will have the opportunity to use these logoed items for Authority Events;
- (iii) the Authority will be allowed to cover or deactivate interior Signage in the club spaces if requested by the licensor of the club space for Authority Events that are held in such club spaces; **provided, however,** that except as permitted pursuant to Section 18.4(b) and the second sentence of Section 18.3(d), the Authority shall not, and shall not permit any Person, to cover or deactivate the Stadium Name or the Naming Rights Sponsor’s Exclusive Signage; and
- (iv) the Authority will not cover or deactivate the exterior Entitlement Rights Sponsor Signage at the club spaces as such spaces will be identified as a part of the Stadium way finding.

In addition to the foregoing, the Authority and the Team have or will enter into that certain separate agreement regarding Entitlement Rights areas with respect to Entitlement Rights Sponsor activations (the “**Entitlement Rights Areas Activation Agreement**”). The Entitlement Rights Areas Activation Agreement is a master agreement that will be periodically amended for additions and deletions to and from the understandings reached by the Team and the Authority with respect to the Entitlement Rights Sponsor activations and the activation attributes thereof. All Signage that is authorized and depicted under the Entitlement Rights Areas Activation Agreement is defined to be “**Entitlement Rights Sponsor Activation Signage**” which is separate and distinct from Entitlement Rights Sponsor Signage. The Entitlement Rights Areas Activation Agreement is incorporated by reference herein.”

2.6. **Amendments Related to the Section 18.7 for (i) Additional Sponsorship Areas and Payment by Team to the Authority for Additional Sponsorship Areas, and (ii) U.S. Bank Container Plaza Sponsorship Space.** Section 18.7 of the Stadium Use Agreement is hereby deleted in its entirety and replaced with the following (i) Sections 18.7(a) and 18.7(b) to provide for acknowledgment of approval of certain Additional Sponsorship Areas and Team payment to the Authority for Certain Additional Sponsorship Areas, and (ii) Section 18.7(c) for the Authority grant of Plaza area for the NRS Container (as defined herein):

“SECTION 18.7. Sponsorship Areas and Finish-Out.

(a) Identified Sponsorship Areas. In connection with the SDC Group planning process and the design of the Stadium and Stadium Site, the Team and the Authority will identify various areas of the Stadium and Stadium Infrastructure which will be associated with Team sponsors (the “**Identified Sponsorship Areas**”), and the Authority shall be responsible for all Operating Expenses and the costs of Capital Repairs associated with the Identified Sponsorship Areas (except, in the case of Operating Expenses, such Operating Expenses which are Team Event-Day Expenses) as originally constructed as part of the Master Project Budget.

(b) Additional Sponsorship Areas.

- (i) If, at the request of the Team, the Stadium and Stadium Infrastructure contain (A) areas associated with Team sponsors in addition to the Identified Sponsorship Areas (the “**Additional Sponsorship Areas**”) or (B) modifications or alterations to such Identified Sponsorship Areas, the Team shall be responsible for the Capital Improvement costs and material additional operating costs, if any, (x) of each such Additional Sponsorship Area and (y) for Identified Sponsorship Areas; **provided, however**, that such Additional Sponsorship Areas or modifications or alterations to the designated level of finish of any Identified Sponsorship Areas shall be subject to the Consent of the Authority.
- (ii) The Team and the Authority have or will enter into a separate agreement regarding Additional Sponsorship Areas for Team sponsorship activation (the “**Additional Sponsorship Areas Activation Agreement.**”) The Additional Sponsorship Areas Activation Agreement is a master agreement that will be periodically amended for additions and deletions to and from the understandings reached by the Team and the Authority with respect to the Additional Sponsorship Areas and the activation attributes thereof. All Signage that is authorized and depicted under the Additional Sponsorship Areas Activation Agreement is defined to be “**Additional Sponsorship Areas Activation Signage.**” The Additional Sponsorship Areas Activation Agreement is incorporated by reference herein. Any variations in the locations, design, or materials of the approved Additional Sponsorship Areas as set forth in the Additional Sponsorship Areas Activation Agreement, will require modification to the Additional Sponsorship Areas Activation Agreement and the approval of the Authority.

- (iii) If a Sponsor of an Additional Sponsorship Area is not in a Protected Category, and display of the particular Additional Sponsorship Area during an Authority Event restricts the ability of the Authority, in its reasonable discretion, to host an Authority Event, Team agrees that the Additional Sponsorship Area may be covered or removed and stored at the expense of the Authority during the period required to host the Authority Event. This right of the Authority shall not be considered a Promoter Signage Condition; **provided, however**, that the Additional Sponsorship Areas are also subject to the Promoter Signage Conditions set forth in **Section 18.3** (Promoter Signage Conditions/Right to Cover or Deactivate for Certain Authority Events) and **Section 18.4** (Promoters Signage Conditions – Naming Rights Sponsors Rules).
- (iv) The Team will pay an annual fee of fifteen thousand dollars (\$15,000) for each Additional Sponsorship Area that is (x) approved by the Authority, (y) for which the Team and the Authority have agreed to payment of such annual fee as set forth in the Additional Sponsorship Areas Activation Agreement, and (z) used by the Team as an Additional Sponsorship Area, if at all. The determination as to whether the Team will use an Additional Sponsorship Area that is authorized and approved by the Authority is in the sole discretion of the Team. The Team will advise the Authority in a written notice setting forth the Additional Sponsorship Areas that will be used, if any, no later than August 1 of each year during the Term. The Team will remit the annual payment, in each year following 2016, if any, to the Authority no later than September 1 of each such year. For the year commencing August 1, 2016 through July 31, 2017, the Parties agree that the five (5) approved Additional Sponsorship Areas requires an annual fee payment of seventy five thousand dollars (\$75,000), which payment will be due upon execution and delivery of the Second A&R Amendment. The annual fee described immediately above will be fixed until August 1, 2021. The fees for each Additional Sponsorship Area will be increased by an amount equal to 1.104 times the annual fee for each Additional Sponsorship Area on each fifth-year anniversary after August 1, 2021, throughout the remainder of the Term.

(c) U.S. Bank Container Plaza Sponsorship Space. The Authority grants to Team the right to place on the Plaza during the NFL Season, with reasonable set-up time before the NFL Season and a reasonable removal time at the conclusion of the NFL Season, a removable equipment structure on behalf of the Naming Rights Sponsor (the “**NRS Container**”). The locations of placement for the NRS Container and the size and specifications of the NRS Container are set forth on **Exhibit V**.

- (i) If the NRS Container restricts the ability of the Authority, in the reasonable discretion of the Authority, to host an Authority Event, the Team agrees that it will cover or remove and store the NRS Container at the expense of the Team during the period required to host the Authority Event.

- (ii) The Team will pay an annual fee of fifteen thousand dollars (\$15,000) for placement, if any, of the NRS Container on the Plaza as described above, which payment for the year 2016 will be due upon execution and delivery of the Second A&R Amendment. The determination in any year during the Term whether the NRS Container will be placed on the Plaza by the Team will be sent by written notice from the Team to the Authority no later than August 1 of each year during the Term. If the NRS Container is to be placed on the Plaza in any such year, the Team will remit the annual payment, if any, to the Authority no later than September 1 of each such year. The annual fee described immediately above, in each year following 2016, will be fixed until August 1, 2021. The fee for the placement of the NRS Container will be increased by an amount equal to 1.104 times the annual fee for the NRS Container on each fifth-year anniversary after August 1, 2021, throughout the remainder of the Term.”

2.7. **Amendment of Section 32.1(b)**. Section 32.1(b) of the Stadium Use Agreement is amended to (i) amend the contact information for the Authority, and (ii) add the contact information for Karin Nelsen as follows:

“To the Authority: Minnesota Sports Facilities Authority
U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415
Attn.: Michele Kelm-Helgen, Chair
Attn.: Ted Mondale, CEO/Executive Director”

“To the Team: Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Karin Nelsen
Vice President, Legal & HR”

2.8. **Amendment of Exhibit A – Definitions Added**. The following definitions set forth in **Exhibit A** of the Stadium Use Agreement are hereby added by amendment:

“**Additional Sponsorship Areas Activation Agreement**” shall have the meaning set forth in **Section 18.7(b)(ii)**.

“**Additional Sponsorship Areas Activation Signage**” shall have the meaning set forth in **Section 18.7(b)(ii)**.

“**Annual Suite Access Policy**” shall mean the Annual Suite access policy described in **Section 10.1(a)(ii)** and **Exhibit F-2**.

“**Entitlement Rights Areas Activation Agreement**” shall have the meaning set forth in **Section 18.5(g)**.

“Entitlement Rights Sponsor Activation Signage” shall have the meaning set forth in **Section 18.5(g)**.

“Entitlement Rights Sponsor Signage” shall mean all Signage that arises from the grant of Entitlement Rights under an Entitlement Rights Agreement, other than Entitlement Rights Sponsor Activation Signage which is subject to the provisions of the Entitlement Rights Areas Activation Agreement.

“Miller Coors Entitlement Rights Sponsor Lounge” shall have the meaning set forth in **Section 3.12**.

“NRS Container” shall have the meaning set forth in **Section 18.7(c)**.

“Permanent Non-Exclusive Signage” shall mean permanent Signage at the Permanent Non-Exclusive Signage Locations for which the Team has not granted Protected Category rights to a third Person. The locations, descriptions, and positions of Permanent Non-Exclusive Signage are set forth in and described by reference to the Final Signage Plan and the locations described in the definitions of (i) PNE Scrim Signage, (ii) PNE South Sideline Signage, and (iii) PNE Scoreboard Panels Signage. Permanent Non-Exclusive Signage does not include Exclusive Signage or Non-Exclusive Signage; **provided**, that (x) Permanent Non-Exclusive Signage at the Permanent Non-Exclusive Signage Locations may become Exclusive Signage, and (y) Exclusive Signage at the Permanent Non-Exclusive Signage Locations may become Permanent Non-Exclusive Signage.

“Permanent Non-Exclusive Signage Locations” shall mean the locations of the PNE Scrim Signage, the PNE South Sideline Signage, and the PNE Scoreboard Panels Signage.

“PNE Scrim Signage” shall mean up to one (1) single scrim sign to be selected from the Final Signage Plan currently as described on lines 21 (Upper Bowl Scrim – Southeast), 31 (Upper Bowl Scrim – Northeast), or 33 (Upper Bowl Scrim – West) of the Final Signage Plan.

“PNE South Sideline Signage” shall mean up to three (3) of the approved brushed aluminum, halo light, south sideline fascia sideline positions currently as described on line 35 (South Sideline Fascia Signage) of the Final Signage Plan.

“PNE Scoreboard Panels Signage” shall mean a total of up to two (2) of the scoreboard panels collectively on the main scoreboards located on the east and west ends of the Stadium currently as described on line 28 (West Scoreboard Panels) and line 29 (East Scoreboard Panels) of the Final Signage Plan.

“Press Level Banner Signage” shall mean fascia Signage that is located within the Stadium Bowl at the press level area that is designated and located as set forth in the Final Signage Plan attached hereto as **Exhibit G-2**.

“Second A&R Amendment” shall have the meaning set forth in **Section 18.1(b)(v)**.

2.9. **Amendment of Exhibit A – Definitions Revised.** The following definitions set forth in **Exhibit A** of the Stadium Use Agreement are deleted in their entirety and replaced with the following:

“**Exclusive Signage**” shall mean (i) all static, non-electronic Signage and (ii) all electronic Signage, in each case (A) as set forth in the Final Signage Plan, as amended, and (B) for which the Team has granted rights or sold Advertising to a third Person in a Protected Category for exclusive space or time free from any Signage of a Direct Competitor for a specified territory and for all Stadium Events; **provided, however,** that for purposes of Blackout Requirements and Blackout Events, Exclusive Signage shall not include the Stadium Name nor the Plaza Name. Exclusive Signage does not include Permanent Non-Exclusive Signage or Non-Exclusive Signage; **provided,** that (x) Permanent Non-Exclusive Signage at the Permanent Non-Exclusive Signage Locations may become Exclusive Signage, and (y) Exclusive Signage at the Permanent Non-Exclusive Signage Locations may become Permanent Non-Exclusive Signage.

“**Final Signage Plan**” shall mean the final (subject to amendment by the Parties) siting, placement, and aesthetic guidelines and design developed by the Team and the Authority during the Stadium design process concerning all Signage, including Signage relating to Naming Rights, Entitlement Rights, Exclusive Signage, and Non-Exclusive Signage. The Final Signage Plan, once agreed upon and adopted, shall be set forth on **Exhibit G-2**. The Preliminary Signage Plan is superseded by the Final Signage Plan; **provided, however,** that the Preliminary Signage Plan shall survive as a reference for either or both of the Parties’ (i) interpretation of provisions in this Agreement that reference the Preliminary Signage Plan for rights or limitations related to aesthetic guidelines and design granted with respect to such provisions, and (ii) to evidence the Parties’ course of dealing with respect to certain Signage. In all cases, where use of the Preliminary Signage Plan is not necessary to interpret this Agreement or determine the Parties’ course of conduct, the Final Signage Plan will be the sole reference with respect to Signage plans between the Parties.

“**Non-Exclusive Signage**” shall mean (i) all temporary Signage and (ii) all Signage, in each case (A) as set forth in the Final Signage Plan, as amended, and (B) which is not designated as Exclusive Signage or Permanent Non-Exclusive Signage in the Final Signage Plan.

“**Preliminary Signage Plan**” shall mean the initial siting, placement, and aesthetic guidelines and design developed by the Team and the Authority during the Stadium design process concerning all Signage, including Signage relating to Naming Rights, Entitlement Rights, Exclusive Signage, and Non-Exclusive Signage. The Preliminary Signage Plan is set forth on **Exhibit G-1**. The Preliminary Signage Plan is superseded by the Final Signage Plan; **provided, however,** that the Preliminary Signage Plan shall survive as a reference for either or both of the Parties’ (i) interpretation of provisions in this Agreement that reference the Preliminary Signage Plan for rights or limitations related to aesthetic guidelines and design granted with respect to such provisions, and (ii) to evidence the Parties’ course of dealing with respect to certain Signage. In all cases, where use of the Preliminary Signage Plan is not necessary to interpret this Agreement or determine the Parties’ course of conduct, the Final Signage Plan will be the sole reference with respect to Signage plans between the Parties.

2.10. **Amendment of Exhibits.**

2.10.1 **Amendment of Exhibit F to Add Exhibit F-2 for the Annual Suite Access Policy and Change Exhibit F to Exhibit F-1.** The Stadium Use Agreement is amended to include a new **Exhibit F-2**, Annual Suite Access Policy, in the form set forth in **Attachment A** to this Amendment. The existing **Exhibit F** entitled General Authority Guidelines for Terms and Conditions of Use of Suites, Club Seats, and Loge Seats, is amended to be referred to as **Exhibit F-1** in **Section 10.1(a)(i)** (Annual Suites), **Section 10.4** (Club Seats), **Section 10.5** (Loge Boxes), and in the former **Exhibit F**.

2.10.2 **Amendment of Exhibits to Add Exhibit U-1 for the Entitlement Rights Sponsor Lounge.** The Stadium Use Agreement is amended to include a new **Exhibit U-1**, Entitlement Rights Sponsor Lounge Location and Description, in the form set forth in **Attachment B-1** to this Amendment.

2.10.3 **Amendment of Exhibits to Add Exhibit U-2 for the Entitlement Rights Sponsor Lounge Authority Third Party Sponsorship Access License Agreement.** The Stadium Use Agreement is amended to include a new **Exhibit U-2**, the Entitlement Rights Sponsor Lounge Authority Third Party Sponsorship Access License Agreement, in the form set forth in **Attachment B-2** to this Amendment.

2.10.4 **Amendment of Exhibits to Add Exhibit V for the NRS Container.** The Stadium Use Agreement is amended to include a new **Exhibit V**, NRS Container Location and Description, in the form set forth in **Attachment C** to this Amendment.

**ARTICLE III.
MISCELLANEOUS**

3.1. **No Other Amendments.** Except as expressly amended by this Amendment, the Second Amended and Restated Agreement shall remain unmodified and in full force and effect.

3.2. **Entire Agreement.** This Amendment contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any express or implied representation not contained in this Amendment with respect to the subject matter hereof.

3.3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State, notwithstanding its conflicts of law or choice of law provisions.

3.4. **Successors and Assigns.** This Amendment shall be binding upon the Parties and their respective successors and permitted assigns.

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

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

3.7. **Execution in Counterparts and Delivery of Electronic Signatures.** This Amendment may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

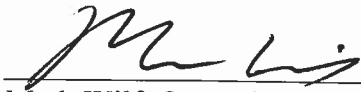
3.8. **Conformity with the Act.** The Authority and the Team intend that this Amendment and all provisions in this Amendment conform to the Act and its requirements.

**[SIGNATURE PAGES FOLLOW;
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date stated in the first paragraph of this Amendment.

STADCO:

**MINNESOTA VIKINGS FOOTBALL
STADIUM, LLC,**
a Delaware limited liability company

By: 
Mark Wilf, Owner/President

**Minnesota Vikings Football, LLC joins in
this Amendment for the limited purposes
described in Recital I of this Amendment:**

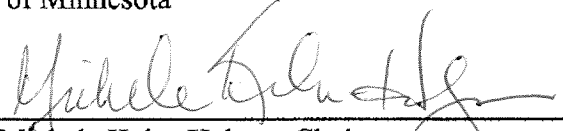
**MINNESOTA VIKINGS FOOTBALL,
LLC**

By: 
Mark Wilf, Owner/President

AUTHORITY:

**MINNESOTA SPORTS FACILITIES
AUTHORITY,**

a public body and political subdivision of the
State of Minnesota

By: 
Michele Kelm-Helgen, Chair

By: 
Ted Mondale, CEO/Executive Director

ATTACHMENT A

ADDED EXHIBIT F-2

ANNUAL SUITE ACCESS POLICY

[SEE ATTACHED]

EXHIBIT F-2

ANNUAL SUITE ACCESS POLICY

Pursuant to **Section 10.1(a)(ii)** of this Agreement, the Team and the Authority hereby adopt the following operating policies that apply to the use of the Annual Suites by Annual Suite suiteholders at those times that are not Team Stadium Events or certain Authority Events:

1. **Annual Suite Access.** Annual Suite suiteholders will be granted access to their applicable Annual Suite at reasonable times of Stadium operations that are scheduled reasonably in advance of such usage with the Authority.

2. **Access Restrictions.** When granted access to an Annual Suite, (i) the number of attendees granted access (per event under this policy) to a certain Annual Suite will be limited to the corresponding number of tickets allowed in that Annual Suite during a Team Game, and (ii) the Annual Suite suiteholders will be limited to using only the Annual Suite and shall not include access to any other portion of the Stadium, including, specifically, the Annual Suite corridor, other than for entry and exit.

3. **Team Reporting of Annual Suites – Ticket Capacity.** The Team will provide to the Authority a list of all Annual Suites and the corresponding number of tickets allowed in that Annual Suite during a Team Game on or before approval of this policy.

4. **Scheduling of Access.** Access to an Annual Suite will not be scheduled during (i) a Stadium Event that uses all or a portion of the Stadium bowl (such “bowl” does not include the Stadium clubs and concourses) for such event, or (ii) any Authority Event where such access would reasonably conflict with the conduct of the Authority Event, or (iii) a Stadium management activity (such as construction, repairs, or maintenance) that would create an unsafe condition with respect to, or interfere with, access to or use of the Annual Suite. Access to an Annual Suite will not be allowed on dates that are national holidays.

5. **Concessions.** Any and all food and beverage and other Concessions will be provided by the Concessionaire at standard rates. All revenue derived therefrom will be an Authority revenue stream for purposes of revenue allocations under the Concession Agreement. For the avoidance of doubt, no external food or beverage is allowed to be brought into the Annual Suite.

6. **Reimbursement of Authority.** The Authority will be reimbursed by the applicable Annual Suite suiteholder for a base cost to cover event set-up, one security guard, and post-event cleaning, and any incremental costs incurred beyond the standard usage time or staffing in connection with the use of the Annual Suite by the Annual Suite suiteholder; **provided**, that the Annual Suite suiteholder will not be charged a rental or access fee.

7. **Cooperation.** The Team and the Authority agree to cooperate in good faith and use commercially reasonable efforts to effect the terms of this policy consistent with the provisions of **Section 10.1(a)(ii)** and **Section 10.1(b)(ii)** of this Agreement.

8. **Procedures.** The Team and the Authority have cooperated to establish a mutually agreeable procedure for Annual Suite usage by Annual Suite suiteholders, a copy of which is attached to this Annual Suite Access Policy. This procedure document is agreed upon as of the effective date of the adoption of this Annual Suite Access Policy and will be periodically updated and amended by the Team and the Authority as necessary or desirable during the Term, without the necessity of amending this Agreement. The Team will coordinate all Annual Suite usage under this Annual Suite Access Policy with the Stadium Manager.

ANNUAL SUITE USAGE PROCEDURES

(Established Under the Stadium Use Agreement Annual Suite Access Policy)

1. Booking

- a. Contact and coordinate with Kayla Alexander, SMG (the Stadium Manager) Administrative Assistant, to reserve for the private Annual Suite event usage. (kalexander@usbankstadium.com or 612-777-8713)
- b. Annual Suite event usage will be booked and reserved at least one week in advance of the event. The Stadium Manager will make best efforts to accommodate late reservations; however, there can be no assurance of a reservation if proposed within one week or fewer days.
- c. Annual Suite event usage cannot be scheduled during (i) a Stadium Event that uses all or a portion of the Stadium bowl (such “bowl” does not include the Stadium clubs and concourses) for such event, or (ii) any Authority Event where such access would reasonably conflict with the conduct of the Authority Event, or (iii) a Stadium management activity (such as construction, repairs, or maintenance) that would create an unsafe condition with respect to, or interfere with, access to or use of the Annual Suite.
- d. Annual Suite event usage may be scheduled Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., unless otherwise agreed by the Authority due to unusual circumstances.
- e. The Team acknowledges that normal operations of the Stadium will occur and will not be postponed or delayed during any Annual Suite event.

2) Capacity and Access Restrictions

- a. The number of Annual Suite event attendees granted access (per event) to a certain Annual Suite will be limited to the corresponding number of tickets allowed in that Annual Suite during a Team Game.
- b. Subject to No. 5 below, the Annual Suite event attendees will be limited to using only the Annual Suite and will not have access to any other portion of the Stadium, including, specifically, the Annual Suite corridor, other than for entry and exit.

3) Reimbursement of Costs for Annual Suite Event Use

- a. The charges for Annual Suite event use will be a \$300 base charge for:
 - i. Set-up of event;
 - ii. One security guard who will do a security screen as well as act as an escort the entire event (up to four hours; for a longer period, additional charges will apply);
 - iii. Post event cleaning.

The \$300 base charge will be reviewed on a yearly basis and is subject to reasonable increases in the charged cost.

EXECUTION VERSION

- b. For any additional security guard time exceeding the four (4) hour maximum, the Annual Suite suiteholder will be charged \$24.00 per hour, subject to holiday pay under the applicable union labor agreement, as applicable. This rate per hour will increase to \$25.00 on March 7, 2017 and \$26.25 on March 7, 2018. Thereafter, increases will be determined based on the applicable union labor agreement.

4) Entry to Stadium by Location of Annual Suite

- a. Annual Suites located on the south side of the Stadium will use the Lower Pentair Gate, located on the Southeast side of the Stadium.
- b. Annual Suites located on the north side of the Stadium will use the Polaris Gate, located on the Northwest side of the Stadium.

5) Tours of the Stadium

- a. Stadium tours may be available if reserved at the time of the initial Annual Suite booking.
- b. The Stadium Manager will charge \$10 per person for a Stadium tour.
- c. Stadium tours are subject to staff availability on the reserved date.

6) Food and Beverage

- a. Any and all food and beverage and other Concessions will be provided only by the Stadium Concessionaire at standard rates (no outside food or beverage is allowed).
- b. Contact and coordinate with Molly Bauer, Aramark (the Stadium Concessionaire) Catering Director, to arrange all food and beverage orders for an Annual Suite event (bauer-molly@aramark.com or 612-777-8848).

ATTACHMENT B-1

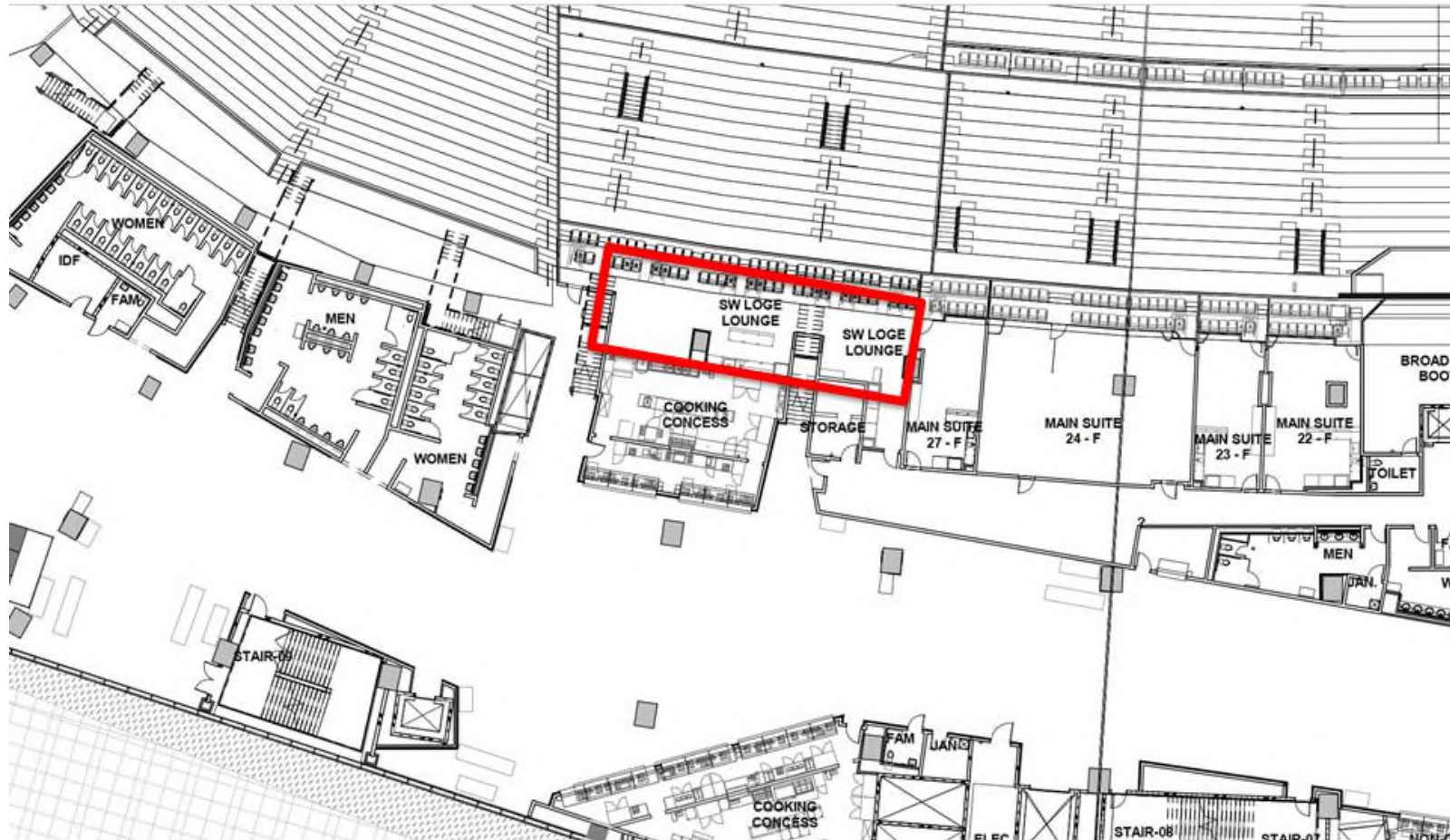
ADDED EXHIBIT U-1

ENTITLEMENT RIGHTS SPONSOR LOUNGE

LOCATION AND DESCRIPTION

- 1. See Attached Location Map for Entitlement Rights Sponsor Lounge (Miller/Coors Miller Lite Lounge) [#7752621]**
- 2. See Attached Depictions for Entitlement Rights Sponsor Lounge (Miller/Coors Miller Lite Lounge) [#8100333]**

Miller/Coors Miller Lite Lounge

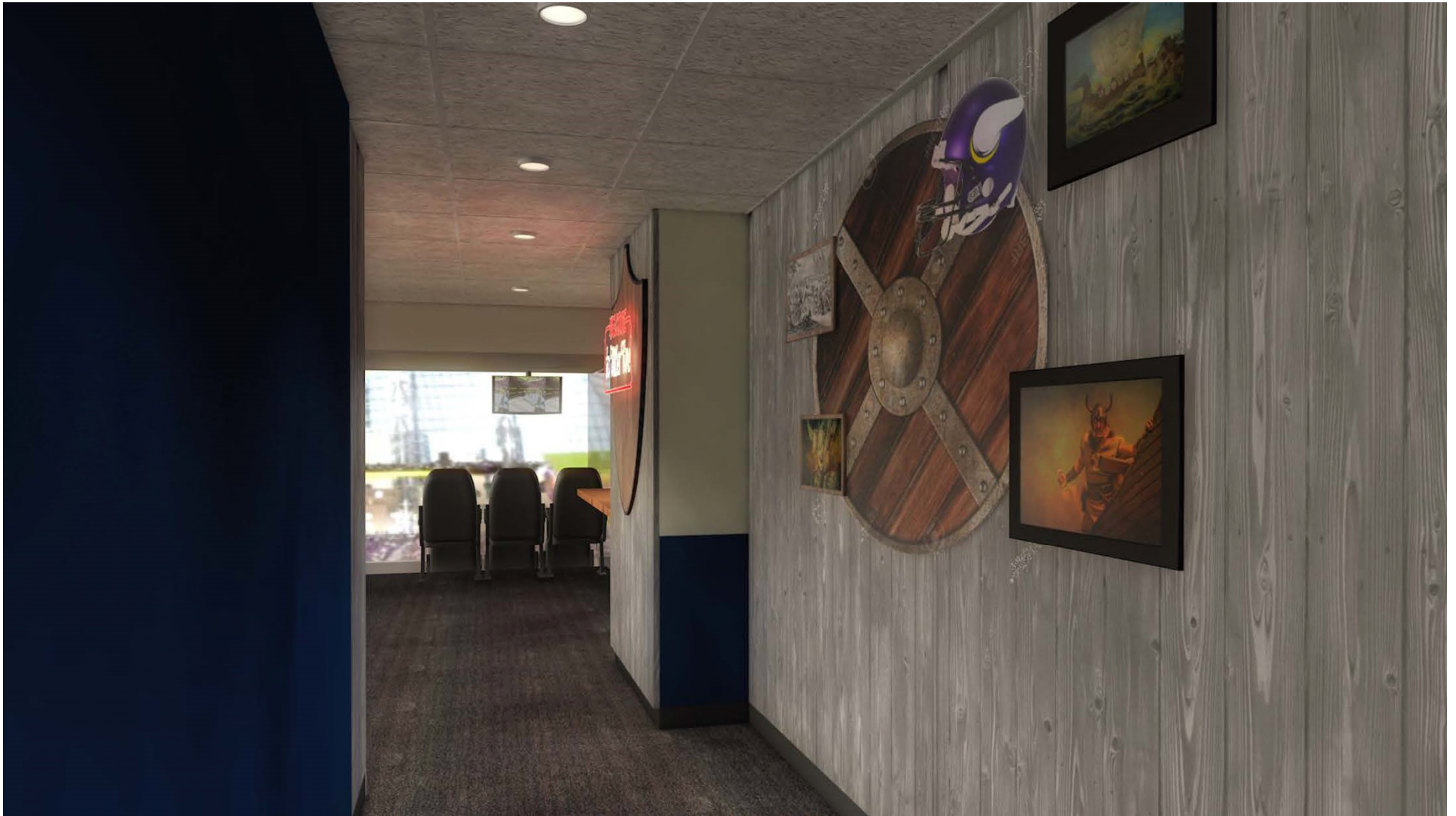


MAIN CONCOURSE (SW CORNER)

[#7752621]



Depictions – Miller/Coors Miller Lite Lounge (8100333 page 1 of 7)



Depictions – Miller/Coors Miller Lite Lounge ([8100333](#) page 2 of 7)



Depictions – Miller/Coors Miller Lite Lounge ([8100333](#) page 3 of 7)



Depictions – Miller/Coors Miller Lite Lounge ([8100333](#) page 4 of 7)



Depictions – Miller/Coors Miller Lite Lounge ([8100333](#) page 5 of 7)



Depictions – Miller/Coors Miller Lite Lounge (8100333 page 6 of 7)



Depictions – Miller/Coors Miller Lite Lounge ([8100333](#) page 7 of 7)

ATTACHMENT B-2

ADDED EXHIBIT U-2

ENTITLEMENT RIGHTS SPONSOR LOUNGE

AUTHORITY THIRD PARTY SPONSORSHIP ACCESS LICENSE AGREEMENT

See Attached License Agreement

LICENSE AGREEMENT

This LICENSE AGREEMENT (“License”) is made as of the ___ day of _____, 20___ (“Effective Date”), by and between Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (“Licensor”) and _____, a _____ (“Licensee”).

RECITALS:

- A. Licensor is the owner of the to-be-constructed multipurpose stadium and related areas located in downtown Minneapolis, Minnesota (the “Event Spaces” as defined in **Exhibit A**), and has the authority to allow others to use and provide services at the Event Spaces; and
- B. Licensee and Team have entered into a Sponsorship Agreement with respect to the Event Spaces (“Sponsorship Agreement”); and
- C. Licensee desires to use portions of the Event Spaces for purposes of installing, operating and maintaining _____ (the “Facilities”) pursuant to the terms and conditions of the Sponsorship Agreement. The portions of the Event Spaces to be included under the terms of this License are described in greater detail in **Exhibit B**; and
- D. The Parties desire to enter into this License for the portions of the Event Spaces set forth in **Exhibit B**, on a non-exclusive basis, as provided herein, and for the installation, operation and maintenance of the Facilities.

NOW THEREFORE, in consideration of the forgoing Recitals, each of which is incorporated by reference herein, mutual promises and conditions hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

1. **Design, Installation, Operation and Maintenance of the Facilities.**

- 1.1 Licensee’s responsibilities for the design and installation of the Facilities, as well its operation, maintenance, upgrading, modification, repair, expansion, supplementation, removal or relocation of the Facilities (collectively referred to herein as “maintenance”) during the Term and the terms under which such design, installation and maintenance shall take place (“Licensee’s Responsibilities”) are set forth below.
- 1.2 The design, installation and maintenance of the Facilities shall at all times strictly comply with all applicable Industry Standards and with the requirements of Applicable Law or interpretations of Applicable Laws by Governmental Authorities having jurisdiction. Licensee shall strictly comply with Licensor’s rules and regulations now in force, or which hereafter may be in force, pertaining to Licensee’s use of the Event Spaces, a copy of which has or will be provided by

EXECUTION VERSION

Licensor to Licensee. Licensee agrees to promptly pay all claims, fines, penalties, costs and damages that may in any manner arise out of or be imposed because of failure of Licensee to comply with the foregoing covenants and agreements. Licensee's failure to comply with this paragraph will constitute a material breach of this License.

- 1.3 Licensee shall obtain, maintain and renew, at its sole cost, all building permits, zoning and any other applicable certificates, permits, licenses, authorizations and other approvals ("**Permits**") which may be necessary or required from any Governmental Authority.
- 1.4 Licensee shall inspect and acknowledge the conditions of the Event Spaces prior to commencement of any installation or maintenance activities and is solely responsible to restore, at Licensee's cost, the Event Spaces to their existing conditions upon completion of any such installation or maintenance activities.
- 1.5 The Facilities shall not be designed or operated in such a manner that creates a hazard or causes physical harm to any Person or property. The Facilities shall not be designed, installed or operated in such a manner that interferes in any way with the radio communications of Licensor or other licensees of Licensor. Licensee will cause any such interference emanating from the Facilities to cease within twenty-four (24) hours after receipt of notice of interference from Licensor. In the event any such interference does not cease within twenty-four (24) hours thereafter, Licensee shall, in consultation with Licensor, cease or cause to be ceased, operations which are suspected of causing interference until the interference has been corrected. Licensee shall bear all costs, including the cost of Licensor experts, of investigation and remedy of interference. Licensee agrees to only install equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or tenants of the Event Spaces. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Licensor shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.
- 1.6 Licensee shall provide, perform and take, or cause to be provided, performed or taken, such actions, as may be necessary or advisable, to design and install the Facilities in a safe, clean, attractive, and first-class manner consistent with the highest quality installation and components used in other comparable NFL facilities.
- 1.7 All Facilities, including but not limited to, locations, cable routing and line routing, must be coordinated with the Licensor and its Contractors and Vendors, and must be pre-approved by Licensor and the Team prior to installation. Licensee will utilize existing infrastructure whenever possible when designing

EXECUTION VERSION

and installing the Facilities, and all components of the Facilities shall at all times be labeled in a manner reasonably acceptable to Licensor.

- 1.8 Licensee will maintain labor peace and harmony at the Event Spaces in a manner fully consistent with the project labor agreement for the Event Spaces and replace any employee or subcontractor if necessary to maintain labor peace and harmony.
- 1.9 All Work performed by Licensee with its own forces or by or through any subcontractor shall be coordinated with the Licensor and its Contractors and Vendors and shall not disrupt or delay the work of the Licensor and its Contractors and Vendors at the Event Spaces. Licensee agrees to compensate the Licensor and its Contractors and Vendors, as applicable, for any interference, delay, or other cost impact that the Work performed by Licensee or its subcontractors cause such parties.
- 1.10 **Exhibit C-1** consists of an initial design for the Facilities, including the phases of construction and deployment of the Facilities. Such design may be modified by Licensee upon written approval by Licensor and Team. In accordance with **Exhibit C-2**, Licensee shall provide Licensor and the Team with detailed, not diagrammatic, As-Built Drawings of the final design and installation of the Facilities showing the location of any hidden lines and equipment. Such As-Built Drawings shall be amended by Licensee throughout the Term to reflect all changes and additions to the Facilities.
- 1.11 Upon notice from Licensor, Licensee will promptly repair or replace any damaged Facilities or portions thereof as is necessary or appropriate. Licensee may, from time to time during the Term of this License, request to alter, add to, modify or change the Facilities as constructed, subject to prior written consent of Licensor and the Team, which may be withheld in the reasonable discretion of either of them; **provided, however**, any routine maintenance, repairs or replacements to the Facilities by Licensee that are not visible from public spaces and do not adversely affect other property at the Event Spaces shall not require prior approval of Licensor or the Team (although Licensee shall provide notice of such Work and will deliver to Licensor and Team revised As-Built Drawings within thirty (30) days after completion of any such Work).
- 1.12 If Licensor determines, in its sole discretion, that any portion of the licensed Event Spaces is required for the use of Licensor or another party in connection with the operation of the Event Spaces or is no longer suitable for the Facilities because of safety or other concerns, Licensor may require Licensee to relocate the affected Facilities provided that sixty (60) days written notice is given to Licensee and; **provided, further**, that in the case of safety or reliability concerns, Licensor may require Licensee to implement immediate remediation measures to remove or relocate certain Facilities upon such notice as is reasonably possible under the circumstances. Licensor will consult with Licensee to identify replacement space for the installation, operation and maintenance of the Facilities within the Event Spaces, or, where practicable, Licensor may modify the Event Spaces at the

expense of Licensee. Any costs of removal or relocation or other cost of Licensee in carrying out the requirements of this section shall be the sole responsibility of Licensee.

- 1.13 In the event Licensee fails to remove or relocate any Facilities from the Event Spaces within the time specified herein, then Licensor is authorized to remove or relocate the Facilities, at Licensee's sole risk and expense, and Licensee shall reimburse Licensor for the expenses thereby incurred. Neither Licensor nor the Team shall have any liability or responsibility whatsoever to Licensee for such removal or relocation, and Licensee shall indemnify, defend and hold harmless Licensor, the Team and Licensor's contractor(s) for any claims, damages or liability of any kind, including attorney's fees, arising from or in connection with such removal or relocation.
- 1.14 If Licensor needs to perform maintenance, repair, replacement or other work at the Event Spaces (collectively, "**Premises Work**"), Licensee agrees to fully cooperate with Licensor to permit the performance of the Premises Work. Licensor agrees to provide at least thirty (30) days written notice to Licensee of its intention to perform Premises Work that may affect the Facilities, except in the case of an emergency situation, in which case Licensor shall give as much notice as is reasonably possible under the circumstances. The Premises Work may require the temporary relocation of the Facilities or Licensee's installation of temporary facilities. If a temporary relocation of the Facilities is required to accommodate the Premises Work, the Parties shall determine the most suitable alternative location that will not impede the Premises Work and that will minimize any adverse effect upon Licensee's ability to maintain the Facilities. Licensee shall restore any portion of the Facilities temporarily moved or relocated back to the original location after receipt of notice that the Premises Work is completed, unless the Parties agree in writing to permanently relocate the Facilities. Neither Licensor nor the Team shall have any liability or responsibility whatsoever to Licensee for such removal or relocation, and Licensee shall indemnify, defend and hold harmless Licensor, the Team and Licensor's contractor(s) for any claims, damages or liability of any kind, including attorney's fees, arising from or in connection with such removal or relocation.
- 1.15 Licensee shall keep the Event Spaces free from any liens arising from any Work performed, materials furnished or obligations incurred by or at the request of Licensee. If any lien is filed against the Event Spaces as a result of the acts or omissions of Licensee, or Licensee's employees, agents or contractors, Licensee shall discharge the lien or bond the lien off, in a manner reasonably satisfactory to Licensor and the Team, within sixty (60) days after Licensee receives written notice from any party that the lien has been filed/recorded or otherwise asserted. If Licensee fails to discharge or bond off any lien within such sixty (60) days, then in addition to any other right or remedy of Licensor, Licensor may, at its election, discharge the lien by deposit with a court. Licensee shall pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in

defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

- 1.16 Licensor shall include the following notice (printed in no less than 12 point type all capitals typeface) in its contracts for any installation or maintenance of the Facilities:

NOTICE PURSUANT TO MINN. STAT. § 514.06

ATTENTION CONTRACTORS AND MATERIAL SUPPLIERS. THE OWNER OF THIS PROPERTY HAS NOT AUTHORIZED ANY IMPROVEMENTS. ANY LABOR OR MATERIALS SUPPLIED TO THIS PROPERTY ARE NOT BEING FURNISHED PURSUANT TO THE OWNER'S REQUEST, AUTHORIZATION OR KNOWLEDGE. OWNER DISCLAIMS ANY RESPONSIBILITY FOR PAYMENT TO LIEN CLAIMANTS.

- 1.17 During the period of initial construction of the Event Spaces, M.A. Mortenson Company (“**Construction Manager**”) shall control access to the site. Licensee agrees to abide by the access and scheduling decisions of the Construction Manager so as not to delay the work of the Construction Manager. Licensee shall be bound by and adhere to the Construction Manager’s Project Safety Program. The Construction Manager shall administer and manage the safety program. This will include review of the safety programs of the Licensee. The Construction Manager shall monitor the establishment and execution of effective safety practices, as applicable to the Licensee’s Work, and compliance with all applicable regulatory and advisory agency construction safety standards. The Construction Manager’s responsibility for review, monitoring and coordination of Licensee’s safety programs shall not relieve the Licensee from controlling its safety programs. Notwithstanding the Construction Manager’s safety obligations, Licensee shall also have controlling employer responsibility for the safety programs and precautions applicable to its own Work and the activities of other work. Furthermore, Licensee agrees that it will include reasonable precautions for safety of its employees, subcontractors of any tier and other Persons who may be affected thereby.
- 1.18 Licensee shall promptly provide written notice of any accident or injury involving the Licensee or any of its employees, agents, contractors, subcontractors, vendors or Suppliers that occurs at the Event Spaces.
- 1.19 Licensee shall not damage or endanger a portion of its Work, the work of Construction Manager, or any other property at the Event Spaces. Contractor shall not cut, patch or otherwise alter any such separate work or property except with written consent of the Licensor and the Construction Manager or other applicable party. Licensee will not bring to, transport across or dispose of any environmental hazards at the Event Spaces.

1.20 Each contract entered into by the Licensee with regard to the Facilities, if any, shall require the Contracting Party for its portion of the work to assume toward the Licensee, Licensor and Team all of the obligations and responsibilities that Licensee by the terms of this License assumes toward the Licensor and Team.

2. **Grant of License and Access to Event Spaces.**

2.1 Subject to the terms and conditions herein, Licensor grants to Licensee a right to install and maintain the Facilities within the portion of the Event Spaces described in **Exhibit B**. Nothing in this License shall be interpreted to guarantee that Licensee can locate all Facilities within the Event Spaces licensed herein or to impose on Licensor, the Team or their Contractors, Vendors or Suppliers any cost or obligation related to the location of such Facilities in the Event Spaces or at any other location; **provided, however**, that on the terms set forth in this License, Licensor shall make available such space and other accommodations as are specifically described in this License, including the exhibits hereto.

2.2 This License is exclusive to Licensee and its permitted successors and assigns. This License does not create, nor may this License be deemed to create, any leasehold, easement, or other property right, estate or interest in the Event Spaces, or any respective portion of the Event Spaces. Any Party asserting any such interest is estopped from any such assertion. This agreement is a license.

2.3 Licensor's grant does not include any right of Licensee to install, use or sub-license space for other equipment at the Event Spaces for use or for purposes primarily external to the Event Spaces or unrelated to the Facilities.

2.4 Licensor grants Licensee and its officers, agents, representatives, employees and Contractors a right of ingress and egress to the Event Spaces on a seven (7) day, twenty-four (24) hour basis as may be reasonably required for the purpose of installing, maintaining, operating, repairing, replacing, supplementing, modifying, upgrading, removing or relocating the Facilities in accordance with the provisions of this License. The general manner of such ingress and egress is subject to coordination with Licensor's General Manager for the Event Spaces and compliance with Licensor's rules and security procedures for the Event Spaces applicable to Vendors and Contractors accessing the Event Spaces, as the same may from time to time be amended by Licensor, in its reasonable discretion. Licensee acknowledges that certain areas of the Event Spaces may be inaccessible to Licensee at certain times because of Licensor, Team, or NFL operating policies. Licensor's control over the manner of ingress and egress includes control over the number of Persons coming into the Event Spaces and the route of ingress and egress at the Event Spaces.

3. **Term.**

3.1 The Term shall commence on the Effective Date and end upon the expiration or termination of the Sponsorship Agreement between the Team and Licensee, including any extensions thereof.

4. **Capital Costs, Operating and Maintenance Expenses and Taxes.**

4.1 Licensee will be solely responsible for any and all capital costs and maintenance expenses relating to the Facilities, including but not limited to, payment of: (a) costs relating to planning, design, and installation of the Facilities and related infrastructure of any kind; (b) costs for operation, maintenance, upgrade, modification, repair, supplementation, removal or relocation, and support of the Facilities; (c) monitoring expenses; and (d) all other expenses, including insurance, Permit and inspection costs, associated with the Facilities. Licensee shall be solely responsible to correct, at its sole cost, any deficiencies in the design, installation, operation or maintenance of the Facilities to fully meet the standards required by this License.

4.2 Licensee will pay, prior to delinquency, all sales, use or property taxes, levies, assessments or other governmental fees of any kind associated with the Facilities or any other personal property owned by Licensee and located at the Event Spaces and will indemnify and hold Licensor and the Team harmless from any claims, demands, deficiencies, levies, assessment, execution, judgment or recoveries by any Governmental Authority collecting said taxes, levies, assessments or fees.

4.3 Licensee's obligations under this Section 4 shall survive the expiration or termination of this License.

5. **Utilities.**

5.1 Licensor hereby grants to Licensee the right to connect the Facilities to the existing utility systems at the Event Spaces in order to operate and service the Facilities; **provided, however**, that such right shall not include the right to connect to and use any back-up generators or other such alternative power sources owned by Licensor. In the event of any loss to, or limiting of, the electric utility systems at the Event Spaces, Licensor shall have priority for use of all available electric utility systems for Event Spaces operations.

6. **Indemnification.**

6.1 Licensee will indemnify, defend, and hold harmless: (a) Licensor, including but not limited to, its elected and appointed officials, officers, employees, representatives and agents, including Hammes Company Sports Development, Inc.; (b) the Team and its Affiliates, members, shareholders, officers, directors, employees, agents, and Lenders; (c) the NFL and its member National Football League football clubs; and (b) M.A. Mortenson Company (collectively, the "**Indemnitees**") from and against all third party claims, damages or losses to the

extent relating to, directly or indirectly, a claim by a third-party related to performance or non-performance by Licensee of the terms of this License, including without limitation the following: (i) breach of any representation, warranty, covenant or agreement of Licensee; (ii) any breach, failure or omission of Licensee to perform any obligations, covenants or agreements made in this License; (iii) negligence, gross negligence, willful misconduct or other error or omission of Licensee or any Person acting on behalf of or under the direction or control of Licensee; (iv) infringement or other violation of any intellectual property right of any third-party; (v) a Licensee-induced condition, event or other activity that gives rise to a third-party claim (including any, or accusation of any, libel, slander, invasion of privacy, improper trade practice or breach of warranty or any unsafe, hazardous or defective good or service) of or at the Event Spaces; or (vi) action, suit or proceeding arising out of, relating to or resulting from any of the foregoing.

7. **Rights to Personal Property Owned by Licensee on the Licensed Premises.**

7.1 Any and all property, machinery and equipment installed by Licensee at the Event Spaces will remain the personal property of Licensee notwithstanding the fact that such property, machinery or equipment may be affixed or attached to the Event Spaces. Licensee will at its sole cost remove from the Event Spaces said property, machinery or equipment installed or owned by Licensee upon the expiration or termination of this License and/or the expiration or termination of the Sponsorship Agreement between Team and Licensee, and Licensee will repair any damage caused by said removal, and provided that Licensee may only remove wiring and cabling related to such property, machinery or equipment upon the prior approval of Licensor. Licensee may leave any or all of its personal property at the Event Spaces with the prior written consent from Licensor and Team, which consent may be withheld in either party's sole discretion. Any of Licensee's personal property remaining at the Event Spaces thirty (30) days after the expiration or termination of this License may, at Licensor's sole option, be: (a) removed and disposed of by Licensor at Licensee's expense; or (b) deemed abandoned and become the property of Licensor, free of any claim by Licensee or any Person claiming through Licensee.

8. **Default.**

8.1 Licensee's breach of any term, covenant, or condition of this License, including failure to comply with any of the Licensee's Responsibilities, which breach is not remedied within ten (10) days after Licensee receives written notice from Licensor specifying such breach, or within such longer period of time as may be reasonably required to remedy such breach, provided Licensee commences to remedy such breach within such period and diligently pursues remedy of such breach thereafter, will constitute an event of default under this License. In the event Licensee does not remedy the event of default within the timeframe provided in this paragraph, then Licensor, at its option, may cancel and terminate this License and all of Licensee's rights hereunder. In addition to the foregoing,

Licensors may pursue any other legal or equitable remedy afforded to it under Applicable Laws or this License, whether now in force or later enacted.

9. Termination.

9.1 Licensors or Licensees may terminate this License by giving the other Party at least thirty (30) days prior written notice of its intention to do so. Either Party may terminate this License upon any material breach of this License by the other Party, after reasonable opportunity to cure (if the breach is capable of cure), upon thirty (30) days prior written notice, and the expiration of any cure period without such breach being cured.

9.2 Licensors shall further have the right to terminate this License if Licensee at any time fails, within ten (10) days following receipt of written notice from Licensors, to maintain all Permits which may be necessary or required from any Governmental Authority specific to Licensee's design, installation, operation or maintenance of the Facilities, provided such period may be extended should the delay occur due to reasons outside the control of Licensee.

10. Assignment.

10.1 Neither this License nor any right or obligation under this License may be assigned, delegated, or otherwise transferred (by operation of Applicable Law or otherwise), except that Licensee may assign or otherwise transfer this License or any right or delegate any obligation under this License, with the prior written consent of Licensors, which consent shall not be unreasonably withheld or delayed, to a Person that does all of the following (other than in or in connection with a bankruptcy or similar legal process): (a) acquires or otherwise succeeds to all or substantially all of Licensee's business and assets; (b) is competent, to the reasonable satisfaction of Licensors, to assume all of Licensee's obligations under this License; and (c) agrees to perform or cause performance of all the assumed obligations when due; but no assignment, delegation or transfer of this License will relieve Licensee of any obligation under this License.

10.2 Notwithstanding Section 10.1, Licensee acknowledges and agrees that this License is a license and services agreement of the type that Applicable Law regarding bankruptcy treats as being personal and unique to the specific Parties and, therefore, in or in connection with a bankruptcy or similar legal process, neither this License nor any right or obligation hereunder will be assigned, delegated or otherwise transferred by, on behalf of or in the name of Licensee without the prior written consent of Licensors and such consent may be withheld for any reason whatsoever.

10.3 This License will be binding on and inure to the benefit of the respective permitted successors and assigns of the Parties. Any purported assignment, delegation, or other transfer not permitted by this Section is void.

11. **Notices.**

11.1 Any and all notices, demands, consents, approvals, or authorizations required or permitted under this License will be in writing. They will be served either by registered mail, return receipt requested or by commercial courier, provided the courier’s regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier’s receipt from the sender. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

If to Licensor:

Minnesota Sports Facilities
Authority
511 11th Avenue South, Suite 401
Minneapolis, MN 55415
Attn.: Ted Mondale
CEO/Executive Director

If to Team:

Minnesota Vikings Football, LLC
Minnesota Vikings Football Stadium, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn: Kevin Warren
Chief Operating Officer

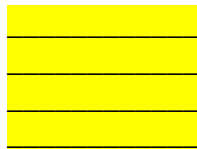
With a copy to:

Dorsey & Whitney LLP
50 South 6th Street, Suite 1500
Minneapolis, MN 55402
Attn.: Jay Lindgren

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn: Matthew A. Slaven

If to Licensee:



The Parties will provide written notice of any change of address in accordance with the provisions of this Section.

12. **Successors.**

12.1 The covenants and conditions contained in this License will, subject to the provisions as to assignment set forth in Section 10 above, apply to and bind the heirs, successors, executors, administrators, or assigns, of the Parties.

13. **Application of Law.**

13.1 The validity, performance and enforcement of this License will be construed in accordance with the internal Applicable Laws of the State of Minnesota, without reference to principles of conflicts of law.

14. **Amendment and Waiver.**

14.1 No supplement, modification or amendment of this License will be binding upon either Party unless expressed as such and executed in writing by each Party. Neither this License nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. The waiver by Licensor of any event of default, breach or any term thereof will not be deemed or held to be a waiver of any subsequent or other breach of said covenant, nor a waiver or estoppel of any breach of any other covenant or agreement.

15. **Jurisdiction, Venue and Waiver of Jury Trial.**

15.1 EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN MINNEAPOLIS, MINNESOTA IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS LICENSE AND TO THE RESPECTIVE COURTS TO WHICH AN APPEAL OF THE DECISIONS OF ANY SUCH COURT MAY BE TAKEN, AND EACH PARTY AGREES NOT TO COMMENCE, OR COOPERATE IN OR ENCOURAGE THE COMMENCEMENT OF, ANY SUCH ACTION, SUIT OR PROCEEDING, EXCEPT IN A MINNESOTA COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM FOR SUCH AN ACTION, SUIT, OR PROCEEDING. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY SUCH ACTION, SUIT, OR PROCEEDING.

16. **Third-Party Beneficiaries.**

16.1 Except as otherwise expressly stated herein, this License shall not be construed as giving any Person, other than the Parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this License or any of the provisions herein contained, this License and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such Parties and their successors and permitted assigns and for the benefit of no other Person.

16.2 Notwithstanding Section 16.1, Licensor and Licensee acknowledge and agree that the Team and its affiliates are direct and intended third-party beneficiaries of this License. The foregoing shall be deemed by the Parties to include the direct right to enforce terms of this License which arise from, in connection with, or incident to, the interests of the Team under this License. In addition to the foregoing, it is acknowledged and agreed that Licensor and Licensee shall use best reasonable commercial efforts to coordinate and cooperate with the Team in the timing,

delivery and performance of their respective obligations under this License for Team Events, including coordination with Team representatives to resolve operational and other issues which arise in connection with this License.

17. General Terms and Other Provisions.

- 17.1 The relationship of Licensor and Licensee is that of independent contractors and nothing in this License or in any related item may be construed to create or imply any relationship of employment, agency, partnership, or any other relationship other than of independent contractors.
- 17.2 The terms of this License will be deemed severable and will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, read as if they cover only the specific situation to which they are being applied and enforced to the fullest extent permissible under Applicable Law. If any term of this License is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, then all other terms of this License will nevertheless remain in full force and effect.
- 17.3 A Party will not be deemed to have breached this License if that Party is unable to perform as a proximate cause of any war, riot, terrorism, civil disturbance, flood, storm, earthquake, unusually severe weather conditions not customarily encountered in the area comprising the Event Spaces which affect the installation of the Facilities, act of God or similar event of nature, or interference by a Governmental Authority putatively in accordance with Applicable Law, or any other cause for which a Party is not legally responsible, in each case that prevents or delays (in whole or in part) performance by that Party (each a “**Force Majeure Event**”), and in each case if: (a) the Party whose performance is prevented or delayed was not the proximate cause of the Force Majeure Event; (b) that Party notifies the other Party of the Force Majeure Event and thereafter keeps the other Party reasonably informed regarding the Force Majeure Event; and (c) that Party uses its best reasonable commercial efforts to avoid any interruption or delay in the Party’s performance and to resume its performance in full as promptly as practicable under the circumstances.
- 17.4 No discrimination against or segregation of any Person, or group of Persons, on account of sex, marital status, race, color, creed, religion, national origin, disability or ancestry may occur in the sale, license, sub-license, transfer, use, occupancy, tenure or enjoyment of the Event Spaces. Neither the Parties, nor any Person claiming under or through those Persons, may establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sub-licensees or Vendors (if any), using or operating at the Event Spaces, or any respective portion of the Event Spaces. In connection with the performance of its Licensee Responsibilities, the Licensee agrees not to illegally discriminate against any employee or applicant for employment for any reason, including: age, race, sex, national origin, ancestry, religion, or color. This provision shall include the

EXECUTION VERSION

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

- 17.5 Time is of the essence with respect to the performance of each of Licensee's obligations under this License.
- 17.6 In this License: (a) the headings are for convenience of reference only and will not affect the meaning or interpretation of this License; (b) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (c) unless expressly stated in this License to the contrary, reference to any document means such document as amended or modified and as in effect from time to time in accordance with the terms thereof; (d) unless expressly stated in this License to the contrary, reference to any applicable law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time; (e) the words "including," "include" and variations thereof are deemed to be followed by the words "without limitation;" (f) "any" is used in the sense of "any or all;" (g) unless expressly stated in this License to the contrary, reference to a document, including this License, also refers to each annex, addendum, exhibit, schedule or other attachment thereto; (h) unless expressly stated in this License to the contrary, reference to an Article, Section or Exhibit is to an article, section or exhibit, respectively, of this License; (i) all dollar amounts are expressed in United States dollars and will be paid in United States currency in immediately available funds; (j) when calculating a period of time, the day that is the initial reference day in calculating such period will be excluded and, if the last day of such period is not a business day, such period will end on the next day that is a business day; (k) with respect to all matters in or referred to in this License, time is of the essence; and (l) the Parties participated jointly in the negotiation and drafting of this License; therefore, if an ambiguity or question of intent or interpretation arises, then this License will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms.
- 17.7 The Parties will, whenever and as often as each is reasonably requested to do so by the other Party, execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this License.
- 17.8 In each instance in this License where the approval or consent of a Party may be sought or is required, except as otherwise expressly indicated in this License, such approval or consent will not be unreasonably withheld, conditioned or delayed.
- 17.9 Other provisions of this License notwithstanding, Licensor has engaged the General Manager to operate and manage the Event Spaces, and to perform certain responsibilities and obligations of the Licensor under this License. Licensee shall

EXECUTION VERSION

fully cooperate with the General Manager of the Event Spaces. Licensee will remain liable and responsible to Licensor for the performance of Licensee's Responsibilities and obligations to the same extent as Licensee otherwise would have been liable and responsible to Licensor.

- 17.10 Each Party acknowledges and agrees that the other Party may be irreparably damaged if the performance obligations (other than the payment of money) of this License, are not performed in accordance with its terms or otherwise is breached and that a Party will be entitled to seek injunctive relief to prevent breaches of this License (without providing any bond or similar security) and to enforce specifically this License and its terms, in addition to any other remedy to which that Party may be entitled under this License.
- 17.11 Licensee acknowledges that the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13 (the "MGDPA") apply to companies or individuals who perform a government function under this License, if any.
- 17.12 Each covenant set forth in this License will indefinitely survive the termination of this License until such covenant is fully performed or otherwise satisfied hereunder.
- 17.13 Licensee covenants and warrants to Licensor that: (a) Licensee has the full power and authority to enter into this License and to fully perform its obligations under this License; (b) this License has been duly executed and delivered by Licensee and is the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, subject to applicable bankruptcy laws, the rights of creditors generally and the principles of equity; and (c) Licensee's execution and delivery of this License and Licensee's performance of its obligations does not and will not violate any Applicable Law, or otherwise breach any covenant or provision of any indenture, mortgage, lien, lease or other contract or any order, judgment or decree to which Licensee is a party or by which any of Licensee's assets are bound.
- 17.14 This License, including the Exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes any prior representations, warranties, covenants, agreements, and understandings of the Parties regarding the subject matter of this License. No supplement, modification or amendment of this License will be binding unless expressed as such and executed in writing by each Party. No waiver of any term of this License will be binding unless expressed as such in a document executed by the Party making the waiver. No waiver of any term will be a waiver of any other term of this License, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated in this License, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS THEREOF, LICENSOR AND LICENSEE have executed this License as of the Effective Date.

LICENSOR:

**MINNESOTA SPORTS FACILITIES
AUTHORITY,
a public body and political subdivision
of the State of Minnesota**

By: _____
Name: Michele Kelm-Helgen
Title: Chair

By: _____
Name: Ted Mondale
Title: CEO/Executive Director

LICENSEE:

By: _____
Name:
Title:

EXHIBIT LIST

- Exhibit A Certain Definitions
- Exhibit B Description of Event Spaces
- Exhibit C-1 Initial Design of the Facilities
- Exhibit C-2 Final Design of the Facilities
- Exhibit D Insurance Requirements

EXHIBIT A

Certain Definitions

“**Affiliates**” of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The terms “controls,” “controlled by,” or “under common control” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person without regard, in the case of the Team, to the designation of a Person as the “control person” (or similar designation) for purposes of NFL Rules.

“**Applicable Law**” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and orders that: (a) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person); and (b) are applicable to this License or the performance of the obligations of the Parties under this License.

“**As-Built Drawing**” shall mean CAD generated red-lined construction documents showing the Work as constructed, prepared by the Licensee and indicating actual locations of utilities and all changes and alternations made to the Work during its design and construction. CAD files will be provided by Licensee in a format acceptable to the Licensor.

“**Contractor**” shall mean a Person that has a contract with the Licensor to perform work or provide services at the Event Spaces.

“**Construction Manager**” shall mean the term defined in Section 1.17 of this License.

“**Effective Date**” shall mean the term defined in the introductory paragraph of this License.

“**Event Spaces**” shall mean the term defined in the Recitals to this License.

“**Facilities**” shall mean the term defined in the Recitals to this License.

“**Force Majeure Event**” shall mean the term defined in Section 17.3 of this License.

“**General Manager**” shall mean SMG, a general partnership existing under the laws of the Commonwealth of Pennsylvania, or another entity with which Licensor, with the consent of the Team, has contracted to, among other things, manage, operate, maintain and market the Event Spaces as an independent contractor with respect to the day-to-day operations of the Event Spaces.

“**Governmental Authority**” shall mean any: (a) nation, state, county, city, district or other similar jurisdiction; (b) federal, state, local or foreign government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, commission,

bureau, instrumentality, department, official, entity, court or tribunal); or (d) Person entitled by Applicable Law to exercise any police or regulatory authority or power.

“**Indemnitees**” shall mean the term defined in Section 6.1 of this License.

“**Industry Standards**” shall mean all standards, recommendations, rules, regulations, orders, directives, entitlements and requirements of the following government and industry organizations:

National Fire Protection Association
National Electrical Code
National Electric Safety Code
American National Standards Institute
Electronics Industry Association
Bell System Practices
Building Industry Consulting Service International
Underwriters Laboratories
Federal Communications Commission
Federal Energy Regulatory Commission
International Organization for Standardization
Institute of Electrical and Electronics Engineers
National Electrical Manufacturers Association
Occupational Health & Safety Administration
Americans with Disabilities Act
Internet Engineering Task Force
International Telecommunications Union

“**Lender**” shall mean any bank, insurance company, trust, corporation, association, form, partnership, Person or other entity that has loaned or agreed to lend or otherwise provide funds or credit enhancement to enable the development and construction of the Project.

“**License**” shall mean the term defined in the introductory paragraph hereof.

“**License Period**” shall mean the term defined in Section 3.1 of this License.

“**Licensee**” shall mean the term defined in the introductory paragraph of this License.

“**Licensee’s Responsibilities**” shall mean the term defined in Section 1.1 of the License.

“**Licensor**” shall mean the Minnesota Sports Facilities Authority.

“**MGDPA**” shall mean the term defined in Section 17.11 of this License.

“**NFL**” or “**National Football League**” shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, any National Football League member clubs, the NFL owners, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or

joint owner and which engages in professional football in a manner comparable to the National Football League.

“**NFL Rules**” shall mean, collectively, the constitution and bylaws, and the rules, guidelines, regulations and requirements of the NFL, and any other rules, guidelines, directive, advisory opinions, regulations or requirements of the Office of the Commissioner of the NFL, and/or any other Person appointed by the foregoing, that are generally applicable to NFL franchises, all as the same now exist or may be amended or adopted in the future.

“**Party**” or “**Parties**” shall mean each of Licensor and Licensee.

“**Permits**” shall mean the term defined in Section 1.3 of this License.

“**Person**” shall mean: (a) an individual, sole proprietorship, corporation, limited liability company, partnership, joint venture, joint stock company, estate, trust, limited liability association, unincorporated association or other entity or organization; (b) any Federal, State, county or municipal government (or any bureau, department, agency or instrumentality thereof); and (c) any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Premises Work**” shall mean the term defined in Section 1.14 of this License.

“**Team**” shall mean either the Minnesota Vikings Football, LLC, a Delaware limited liability company, which holds, owns and controls a professional football franchise as a member of the National Football League, or Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company. The Parties shall give this definition the broadest possible context to enable either entity or both entities to be deemed a person in interest with respect to the subject matter in which the term is used.

“**Term**” shall mean the License Period specified in Section 3.1.

“**Work**” in regard to the Construction Manager shall mean the complete and total construction required by the Construction Services Agreement, and in regard to Licensee shall mean all design, construction, installation, configuration, activation, inspection, aiming, commissioning, optimization and inspection services to be performed under the License and the Trade Contract Agreement between the Licensor and Licensee.

“**Vendor**” shall mean a party supplying FF&E, equipment, material, or other product or service to the Event Spaces under a direct contract with the Licensor.

EXHIBIT B

Description of Event Spaces

EXHIBIT C-1

Initial Design of the Facilities

EXHIBIT C-2

Final Design of the Facilities

EXHIBIT D

INSURANCE REQUIREMENTS

During the Term of this License, Licensee shall procure and maintain in full force and effect, at its own expense, the policies of insurance set forth below. All policies must: (a) be primary, and not excess or contributory of any policies or coverage maintained by Licensor or its Contractors, Vendors or Supplier and (b) be written by insurance companies licensed and approved to do business in the State of Minnesota that possess an A.M. Best’s rating of A- VII or higher. Except for professional liability and pollution liability, policies must be written using an occurrence basis coverage trigger form.

Commercial General Liability*

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any person or occurrence)	\$5,000

General Liability must be provided using the most recent edition of ISO form CG0001 or its equivalent including:

- Premises and Operations – Bodily Injury and Property Damage
- Products and Completed Operations – Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Contractual Liability

- No endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or damage to the work.
- Waiver of Subrogation in favor of the Licensor, Team and Indemnitees
- Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.

Commercial Automobile Liability*

Combined Single Limit – Bodily Injury/Property Damage	\$1,000,000
Owned, hired and non-owned automobiles	

- Waiver of Subrogation in favor of Licensor, Team and Indemnitees
- Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.

Workers' Compensation

	Statutory Limits
a. Coverage B – Employers' Liability	\$1,000,000
b. Coverage C: All States Coverage	\$1,000,000
c. If applicable, USL&H and Voluntary Compensation	
• Waiver of Subrogation in favor of Licensor, Team and Indemnitees	
• Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.	

Employer's Liability*

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
• Waiver of Subrogation in favor of Licensor, Team and Indemnitees	
• Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.	

Contractor's Pollution Liability

Each Occurrence or Claim	\$1,000,000
Aggregate	\$1,000,000

All Risk Property Insurance Full replacement value of Licensee's property

Professional Liability (Errors and Omissions)

Each Occurrence or Claim	\$1,000,000
Aggregate	\$1,000,000

Professional Liability coverage may be on a claims-made basis. The policy will have a retroactive date before the state of the Work and will remain in effect for not less than the statute of limitations and statute of repose under Minnesota law.

Umbrella/Excess

Umbrella/Excess Liability insurance with limits not less than \$5,000,000 each occurrence to apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.

The insurance requirements herein shall not be construed as a limitation of any potential liability on behalf of Licensee. Licensor's approval or acceptance of a certificate of insurance does not constitute Licensor's assumption of responsibility for the validity of any insurance policy nor does Licensor or Team represent that the required coverages and limits are adequate to protect Licensee or its representatives' interest, and neither Licensor nor the Team assumes no liability therefore

Licensee shall bear all costs of all deductibles and retentions, and shall remain solely and fully liable for the full amount of any loss or damage not compensated by insurance. The insurance requirements specified above may be amended from time to time during the Term of this License

at the sole and reasonable discretion of Licensor. If the aggregate limits in the above policies are exhausted by the payment of claims or defense costs, Licensee will be required to purchase additional insurance to restore the required limits.

The Commercial General Liability, Automobile liability and Umbrella insurance policies must include the following additional insured endorsement language or equivalent language by blanket endorsement:

“Minnesota Sports Facilities Authority, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, and their respective Affiliates, the NFL, M.A. Mortenson and Company, and their respective partners, members, shareholders, officers, directors, employees, agents and other representatives are named as additional insureds (each individually an “**Additional Insured**” and in the aggregate “**Additional Insureds**”) and are provided the same coverage as the named insured, including the cost of defense, against claims for bodily injury or death and property damage occurring in or upon or resulting from the primary insured’s use or occupancy of the Event Spaces (including adjacent areas) or from or out of the primary insured’s or its members, officers, directors, employees, agents, Contractors or licensees negligence in performance or non-performance related in any way to the License Agreement by and between Minnesota Sports Facility Authority and [REDACTED], a [REDACTED]. The foregoing coverage does not extend to coverage for acts or omissions of an Additional Insured or the Additional Insureds.”

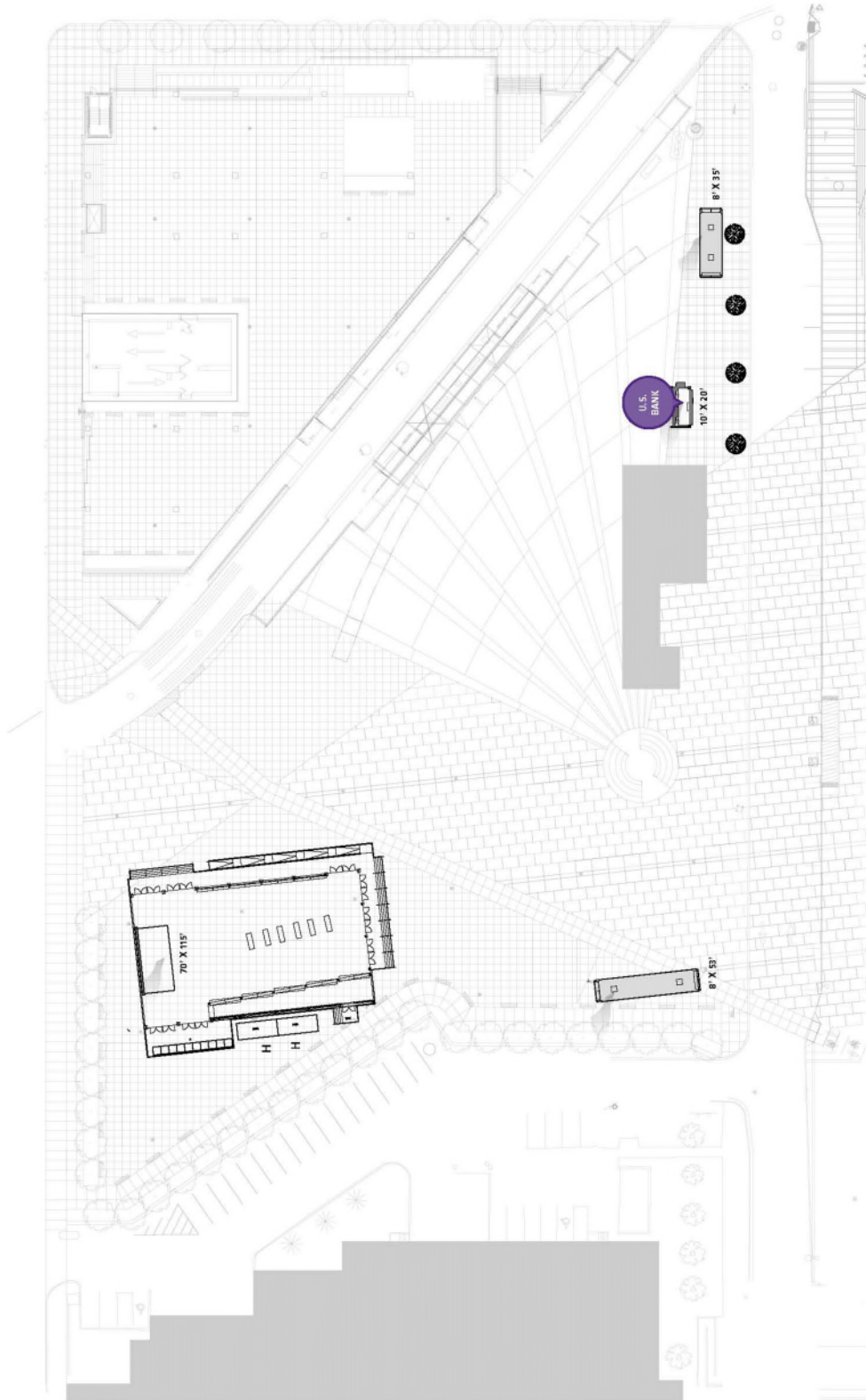
During the Term, Licensee shall require all of Licensee’s agents and subcontractors to provide Licensee and Licensor with certificates of insurance evidencing substantially the same insurance with substantially the same limits as required of Licensee.

ATTACHMENT C

ADDED EXHIBIT V

NRS CONTAINER LOCATION AND DESCRIPTION

See Attached NRS Location and Description [#7859306]



NRS Container Location

Attachment C - 2 of 3

GMR
 North America
 Evelyn
 Asia Pacific
 Latin America

GMR MARKETING
 5700 S. Tower Hill
 Denver, CO 80231
 303.733.8274
 gmr@gmrmarketing.com

GENERAL NOTES

The submission of this document is the property of GMR Marketing and is not to be used for any other project without the express written consent of GMR Marketing. These drawings are for informational purposes only and are not to be used for construction. All drawings are subject to change without notice. All dimensions are in feet and inches. All drawings are to be read in conjunction with the project description and specifications. All drawings are to be read in conjunction with the project description and specifications. All drawings are to be read in conjunction with the project description and specifications.

CLIENT
 US Bank

PROJECT / LOCATION
 Playground
 US Bank Plaza

CREATIVE LEAD
 John Koch
 Executive Creative Director
 1-303-733-8274
 jkoch@gmrmarketing.com

CREATIVE PRODUCER
 Robert Koschick
 Director, Creative Production
 1-303-733-8274
 rkoschick@gmrmarketing.com

DRAWN BY GMP
PROJECT CODE 17161-16-001
DATE 21 June 2015



1. Aerial View of Pod Closed



1. Aerial View of Pod Open with Activation Setup

1 // Plaza Visual Impact Study

[#7859306]