

**FIRST 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 June 10, 2016

**FIRST 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. Amendments Directly Related to the Truss Bar and Event Cabins (NE Expansion Space)..... 3

 2.1.1 Amendment of Section 14.2 to Add Section 14.2(c), Expense and Capital Cost Allocation for Truss Bar and Event Cabins 3

 2.1.2 Amendment of Article 14 to Add Section 14.11, Truss Bar and Event Cabins (NE Expansion Area) 3

 2.1.3 Amendment of Section 18.5(c), Club Spaces and Entitlement Area Signage..... 4

 2.2. Amendments Related to the Hospitality Tent (Stadium Plaza – Hennepin County Medical Examiner Property) 5

 2.3. Other Amendment Provisions Ancillary to the Addition of (i) the Truss Bar and Event Cabins and (ii) the Hospitality Tent Amendment Provisions 7

 2.3.1 Amendment of Section 5.5, Costs Payable by the Authority for Operations, to Add Section 5.5(xv) for the Costs and Expenses of the Authority for the Truss Bar and Event Cabins and correct the subsections 5.5(xiii) and (xiv) to move the placement of the word “and”: 7

 2.3.2 Amendment of Section 5.6, Capital Enhancements, to Add Section 5.6(l) for the Truss Bar and Event Cabins Enhancements 8

 2.3.3 Amendment of Section 5.7, Team Stadium Event-Day Expenses, to Add subsections 5.7(xiii) and (xiv) to add costs and expenses for the Truss Bar and Event Cabins and the Hospitality Tent, and correct the subsections 5.7(xi) and (xii) to move the placement of the word “and” 8

 2.4. Amendment of Section 32.1(b)..... 9

 2.5. Amendment of Exhibit A – Definition of “Team Year-Round Use Areas” 9

 2.6. Amendment of Exhibit A - Definitions 9

 2.7. Amendment of Exhibits – To Add Exhibit S for the Truss Bar and Event Cabins 9

TABLE OF CONTENTS

(continued)

	Page
2.8. Amendment of Exhibits – To Add Exhibit T for the Hospitality Tent.....	9
Article III. MISCELLANEOUS	10
3.1. No Other Amendments	10
3.2. Entire Agreement	10
3.3. Governing Law	10
3.4. Successors and Assigns.....	10
3.5. Headings	10
3.6. Severability	10
3.7. Execution in Counterparts and Delivery of Electronic Signatures	10
3.8. Conformity with the Act	10
 ATTACHMENT A.....ADDED EXHIBIT S Drawings of the Truss Bar and Event Cabins	
ATTACHMENT B..... ADDED EXHIBIT T Hospitality Tent Design Renderings	

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

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED STADIUM USE AGREEMENT (this “**Amendment**”) is entered into and effective as of June 10, 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. The Authority and StadCo desire to 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 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. **Amendments Directly Related to the Truss Bar and Event Cabins (NE Expansion Space).**

2.1.1 **Amendment of Section 14.2 to Add Section 14.2(c), Expense and Capital Cost Allocation for Truss Bar and Event Cabins.** Section 14.2(c) is hereby added to the Stadium Use Agreement for the expense and capital cost allocations for the Truss Bar and Event Cabins:

“(c) **Expense and Capital Cost Allocation for Truss Bar and Event Cabins.** With respect to the Truss Bar and Event Cabins, the expense and capital cost allocations, and the status of the Truss Bar and Event Cabins as a Team Year-Round Use Area, are set forth in **Section 14.11.**”

2.1.2 **Amendment of Article 14 to Add Section 14.11, Truss Bar and Event Cabins (NE Expansion Area).** Section 14.11 is hereby added to the Stadium Use Agreement for the Truss Bar and Event Cabins (NE Expansion Area):

“SECTION 14.11. **Truss Bar and Event Cabins (NE Expansion Area).** The Team and the Authority have agreed that approximately 17,500 additional square feet located in the northeast expansion area of the Stadium will be constructed to include a truss bar and several Event Cabins (the “**Truss Bar and Event Cabins**”). The drawings of the Truss Bar and Event Cabins are set forth as **Exhibit S**, which exhibit is subject to supplementation based on the final as-constructed completion of the Truss Bar and Event Cabins. The Truss Bar and Event Cabins will initially be, during years 1 through 5 of the Term, classified as a Team Year-Round Use Area (but only as provided in this Section 14.11). After year 5 of the Term, the Truss Bar and Event Cabins will no longer be classified as a Team Year-Round Use Area.

(a) **Design, Construction and Ownership of the Truss Bar and Event Cabins.** The design, construction, and other related costs of the Truss Bar and Event Cabins will be a Privately Financed Enhancement, as that term is defined in the Development Agreement, with all design, construction, and final installations to be the sole responsibility of and will be funded by the Team. The Authority will be the owner of the Truss Bar and Event Cabins (as an integral

part of the Stadium), subject to the provisions of **Section 5.13** (Teams Ownership of Certain Property and Rights to Depreciation).

(b) Team Use of the Truss Bar and Event Cabins. The Team will use the Truss Bar and Event Cabins solely for Team Stadium Events. Access to and use of the Truss Bar and Event Cabins will be consistent with the access and use rights on Team Stadium Event days as set forth in this Agreement.

(c) Authority Use of the Truss Bar and Event Cabins. The Authority will have the right to use the Truss Bar and Event Cabins at all times other than during Event Cabins for Team Stadium Events.

(d) Authority Responsibility for Truss Bar and Event Cabins Operation Costs, Repairs, Maintenance and Improvements. The Authority will be responsible for all operating costs, including utilities and insurance, post-construction repairs, maintenance and improvements with respect to the Truss and Event Cabins, subject only to the expenses that are an allocated responsibility of the Team for Team-Event Day Expenses, or as otherwise provided with respect to Additional Sponsorship Areas in accordance with **Section 18.7**.

(e) Team Responsibility for Truss Bar and Event Cabins Team-Event Day Expenses. The Team shall be responsible for Team-Event Day Expenses incurred in connection with the Team's use of the Truss Bar and Event Cabins for Team Stadium Events.

(f) Entitlement, Signage, Advertising, and Future Marketing Rights. The Team will have Entitlement Rights, Signage Rights, Advertising Rights, and Future Marketing Rights as granted to the Team in this Agreement with respect to the Truss Bar and Event Cabins. The Team shall have the right to (i) revenue from Entitlement Rights for the Truss Bar and Event Cabins, and (ii) revenue from Signage Rights, Advertising Rights, and Future Marketing Rights for the Truss Bar and Event Cabins for Team Stadium Events. The Authority will have those certain Signage Rights, Advertising Rights, and Future Marketing Rights provided to the Authority under this Agreement, and the Authority will specifically have the rights set forth in **Section 18.5(g)** (Club Spaces and Entitlement Areas/Authority Right to Cover or Deactivate) and **Section 18.5(h)** (Club Spaces and Entitlement Areas/Operational Terms) with respect to the Truss Bar and Event Cabins.

(g) Use Payment by Authority for Truss Bar and Event Cabins. Commencing October 1, 2016, the Authority shall remit to the Team three hundred thousand dollars (\$300,000) per year for five (5) years, such payment to be made in advance consecutively in each such year. This aggregate payment of one million five hundred thousand dollars (\$1,500,000) is in consideration of the Truss Bar and Event Cabins use rights of the Authority as described herein during the deemed period that the Truss Bar and Event Cabins is a Team Year-Round Use Area.”

2.1.3 **Amendment of Section 18.5(c), Club Spaces and Entitlement Area Signage.** Section 18.5(c) is amended to add subsection 18.5(c)(xi) and correct the subsections 18.5(c)(ix) and (x) to move the placement of the word “and”:

“(ix) Press Level;

- (x) The Loft, Norseman, Valhalla, Touchdown and Turf Suites Areas (*i.e.*, “The XYZ Loft Suites”); and
- (xi) Truss Bar and Event Cabins.”

2.2. **Amendments Related to the Hospitality Tent (Stadium Plaza – Hennepin County Medical Examiner Property)**. Section 3.11 of the Stadium Use Agreement is amended to add new Section 3.11, as follows:

“SECTION 3.11. Vikings Hospitality Tent. The Authority and the Team have reached certain understandings regarding the placement of a temporary modular structure on the site of the Hennepin County Medical Examiner Parcel adjacent to the Plaza, which site is set forth generally in depictions on **Exhibit Y** of the **Development Agreement** and **Exhibit T** of this Agreement (the “**Hospitality Tent**”). Hospitality Tent The Hospitality Tent will be open to the public before, during, and after each Team Stadium Event, as reasonably determined by the Team.

(a) Design, Construction and Ownership of the Hospitality Tent. The Team shall be responsible for the design, construction, and placement of the Hospitality Tent on the Hennepin County Medical Examiner Parcel, subject to the approval of the Authority, which approval will not be unreasonably withheld, delayed, or conditioned. The Team will incur all costs and expenses associated with such design, construction, and placement. The Team will also install and equip the Hospitality Tent at its sole cost and expense. The Team shall be the sole owner of the Hospitality Tent.

(b) Installation and Use of Hospitality Tent. The Hospitality Tent may not be installed by the Team earlier than one (1) week prior to the Team’s first pre-NFL Season Team Game and will not remain installed later than one (1) week after the Team’s final NFL Season Team Game (including post season Team Games), unless an alternate installation and removal schedule is mutually agreed upon in writing by the Parties. The Team will maintain such installation under this Agreement for the period specified herein, subject to **Section 3.11(j)** (Promoter Exception Requiring Removal). Nothing in this Agreement will require the Team to initially install or maintain the Hospitality Tent for any minimum number of NFL Seasons. Notwithstanding the foregoing, the Team will provide to the Authority not less than sixty (60) days prior written notice before the commencement of the upcoming NFL Season if the Team does not intend to install the Hospitality Tent on the Hennepin County Medical Examiner Parcel for such upcoming season.

(c) Team Use of the Hospitality Tent. The Team will use the Hospitality Tent solely for Team Stadium Events. Access to and use of the Hospitality Tent by the Team for Team Stadium Events will be consistent with the access and use rights on Team Stadium Event days as set forth in this Agreement.

(d) Authority Use of the Hospitality Tent. The Authority will have the right to use the Hospitality Tent at all times other than during Team Stadium Events. The Authority will be responsible for any damage to the Hospitality Tent resulting from the Authority’s use of the Hospitality Tent.

(e) Team Responsibility for Operation Costs, Repairs, Maintenance and Improvements to the Hospitality Tent. The Team will be solely responsible for the following costs and expenses related to the Hospitality Tent:

- (i) all operating costs, repairs, maintenance, and improvements, with the exception that the Authority shall be responsible for the expenses set forth in **Section 3.11(f)** below,
- (ii) personal property and liability insurance with respect to the Hospitality Tent, which insurance shall not be duplicative of the insurance required to be carried by the Authority as set forth **Section 3.11(f)** below,
- (iii) incremental security costs beyond those required for the Stadium Site when the Hospitality Tent is not in operation, except for days on which an Authority Event is held,
- (iv) separately metered utility usage for utilities incurred for Team Stadium Events and one-half (1/2) of all utility costs for days that neither a Team Stadium Event nor an Authority Event is held, and
- (v) the cost of removal, storage, and reinstallation of the Hospitality Tent at any time, including removal, storage, and reinstallation that occurs as a result of a promoter or Sponsor condition described in **Section 3.11(i)** (Promoter Exception Requiring Removal).

(f) Authority Responsibility for Certain Hospitality Tent Expenses. The Authority will be responsible for the following expenses related to the Hospitality Tent:

- (i) 24/7 security services, except as provided in Section 3.11(e)(iii) above,
- (ii) separately metered utility usage for utilities incurred for Authority Events and one-half (1/2) of all utility costs for days that neither a Team Stadium Event nor an Authority Event is held,
- (iii) real property insurance associated with the Hennepin County Medical Examiner Parcel, and liability insurance with respect to use of the property and the Hospitality Tent for Authority Events,
- (iv) maintenance required from the Authority's use of the Hospitality Tent for Authority Events, and
- (v) any costs and expenses incurred in connection with use of the Hospitality Tent for Authority Events.

(g) Installation of Separate Metering for Utilities and Invoices. The Authority and the Team shall cause the Hennepin County Medical Examiner Parcel and the Hospitality Tent to be separately metered for all utilities, including electricity, gas, water, and other utilities that may be used for the facility in the future. The Team and the Authority will cooperate to establish

such separate metering and, if possible, each of the Authority and the Team will be directly invoiced by the entity providing such utilities. The Team shall be invoiced for usage during Team Stadium Events whether or not there is a direct-invoicing arrangement with the providing utility or invoicing from the Authority for the Team's utility usage for Team Stadium Events.

(h) Standards for Insurance Policies. The general standards for the insurance policies that are required to cover the insurance requirements of this **Section 3.11** will be consistent with the insurance requirements set forth in **Article 30** of this Agreement, respectively for each of the Authority and the Team.

(i) Revenues; Entitlement, Signage and Advertising Rights. The Team shall have the right to all revenues from the operations of the Hospitality Tent for Team Stadium Events. The Authority shall have the right to all revenues from the operations of the Hospitality Tent for Authority Events. Neither the Team nor the Authority will have any Entitlement, Signage, or Advertising Rights with respect to the Hospitality Tent, unless otherwise agreed in writing by the Parties.

(j) Promoter Exception Requiring Removal. If a promoter or Sponsor of an Authority Event requires as a condition to holding the Authority Event at the Stadium the removal of the Hospitality Tent for such event, and the Authority has complied with this Agreement as required regarding promoter events as set forth in **Section 18.3** (Promoter Signage Conditions/Right to Cover or Deactivate for Certain Authority Events) to avoid the promoter or Sponsor condition, the (i) Authority will make reasonable commercial efforts to promptly advise the Team in writing of such promoter or Sponsor condition, and (ii) Team will remove and reinstall the Hospitality Tent from the Hennepin County Medical Examiner Parcel within the requirements of **Section 3.11(b)**. The notice sent by the Authority to the Team regarding the unavoidable promoter or Sponsor condition will state the dates and time that the Hospitality Tent must be removed and thereafter can be reinstalled. The Authority (x) will advise and collaborate with the Team with respect to any Authority Event that may require such a promoter or Sponsor condition both prior to application and during negotiations for the potential Authority Event, and (y) will use best efforts to ensure that the Hospitality Tent can be reinstalled with sufficient time to be used for the next Team Stadium Event.”

2.3. Other Amendment Provisions Ancillary to the Addition of (i) the Truss Bar and Event Cabins and (ii) the Hospitality Tent Amendment Provisions.

2.3.1 Amendment of Section 5.5, Costs Payable by the Authority for Operations, to Add Section 5.5(xv) for the Costs and Expenses of the Authority for the Truss Bar and Event Cabins and correct the subsections 5.5(xiii) and (xiv) to move the placement of the word “and”: Section 5.5 of the Stadium Use Agreement is amended at Sections 5.5(xiii), (xiv), and (xv) to add costs and expenses of the Authority for the Truss Bar and Event Cabins:

“(xiii) Costs and expenses associated with Authority real property rights and Team rights to use all or a mutually-approved portion of the real property bordered by South 5th Street, South 6th Street, Chicago Avenue South and Park Avenue South, all in Minneapolis, Minnesota (the “**Hennepin**

County Medical Examiner Parcel”), which such real property rights, if acquired, will be deemed part of the Stadium Infrastructure and Stadium Site. The Authority and Team acknowledge and agree that such costs will include all operating and maintenance costs associated with the Hennepin County Medical Examiner Parcel;

- (xiv) Costs and expenses of the Authority as set forth in the Viking Legacy Ship Agreement; and
- (xv) Costs and expenses of the Authority for the Truss Bar and Event Cabins as set forth in **Section 14.11** (Truss Bar and Event Cabins (NE Expansion Area)).”

2.3.2 **Amendment of Section 5.6, Capital Enhancements, to Add Section 5.6(l) for the Truss Bar and Event Cabins Enhancements.** Section 5.6(l) is added to the Stadium Use Agreement:

“(l) **Truss Bar and Event Cabins Enhancements.** Capital Enhancements for the Truss Bar and Event Cabins shall be the responsibility of either the Authority or the Team as set forth in this **Section 5.6** and in **Section 14.11** (Truss Bar and Event Cabins (NE Expansion Area)).

2.3.3 **Amendment of Section 5.7, Team Stadium Event-Day Expenses, to Add subsections 5.7(xiii) and (xiv) to add costs and expenses for the Truss Bar and Event Cabins and the Hospitality Tent, and correct the subsections 5.7(xi) and (xii) to move the placement of the word “and”.** Section 5.7, Team Event-Day Expenses, is amended to add subsections (xiii) and (xiv), and to correct subsections (xi) and (xii) for the placement of the word “and”.

- “(xi) Team Event day activities/entertainment;
- (xii) tents and enclosures on the Stadium Site;
- (xiii) costs and expenses incurred in connection with the Truss Bar and Event Cabins for Team Stadium Events as set forth in **Section 14.11(e)** (Team Responsibility for Truss Bar and Event Cabins Team-Event Day Expenses); and
- (xiv) costs and expenses incurred in connection with the Hospitality Tent as set forth in **Section 3.11(e)** (Team Responsibility for Operation Costs, Repairs, Maintenance and Improvements to the Hospitality Tent).”

2.4. **Amendment of Section 32.1(b)**. Section 32.1(b) of the of the Stadium Use Agreement is amended to add the contact information for Karin Nelsen as follows:

To the Team: Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Karin Nelsen
Vice President and General Counsel

2.5. **Amendment of Exhibit A – Definition of “Team Year-Round Use Areas”**. **Exhibit A** - Definition of “Team Year-Round Use Areas” of the Stadium Use Agreement is amended to add subsection (viii) for the Truss Bar and Event Cabins as Team Year-Round Use Areas for the first five (5) years of the Term, and the definition is restated in its entirety to read as follows:

“**Team Year-Round Use Areas**” shall mean locations within the Stadium dedicated to the Team’s activities, including space for (i) sales and marketing offices (including a ticket office), (ii) designated Team meeting space, (iii) the Team Suites, (iv) the Team locker and Team training areas, (v) the Team equipment rooms and storage rooms, (vi) the Cheerleader Storage Area, (vii) approximately 2,500 square feet of locker room space in the event the Team is awarded an MLS soccer franchise to operate a Team-Owned MLS Franchise as provided for in the final design of the Stadium; **provided, however**, that if such MLS soccer franchise is not awarded to the Team, such space will be allocated as set forth in **Section 14.10**, and (viii) the Truss Bar and Event Cabins for the first five (5) years of the Term as set forth in **Section 14.11**. The Team Year-Round Use Areas are as presently set forth and depicted on **Exhibit N**, with the exception of the Truss Bar and Event Cabins which are depicted on **Exhibit S**.”

2.6. **Amendment of Exhibit A - Definitions**. **Exhibit A** – The Definitions set forth in **Exhibit A** of the Stadium Use Agreement are amended to include the following definitions:

“**Hospitality Tent**” shall have the meaning set forth in **Section 3.11**.

“**Truss Bar and Event Cabins**” shall have the meaning set forth in **Section 14.11**.

2.7. **Amendment of Exhibits – To Add Exhibit S for the Truss Bar and Event Cabins**. The Stadium Use Agreement is amended to include a new **Exhibit S**, Drawings of the Truss Bar and Event Cabins, in the form set forth in **Attachment A** to this Amendment, which drawings shall be updated for the completed as-installed construction.

2.8. **Amendment of Exhibits – To Add Exhibit T for the Hospitality Tent**. The Stadium Use Agreement is amended to include a new **Exhibit T**, Hospitality Tent Design Renderings, in the form set forth in **Attachment B** to this Amendment, which renderings shall be updated for the final completed as-installed design.

**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]**

EXECUTION COPY

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**

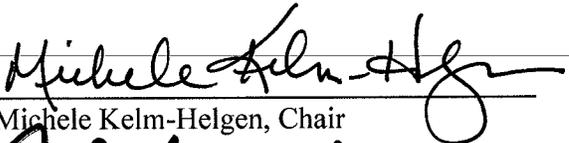
By: 
Mark Wilf, Owner/President

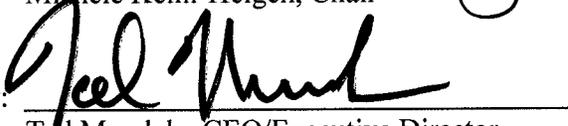
**[SIGNATURE PAGE TO FIRST AMENDMENT TO SECOND AMENDED AND
RESTATED STADIUM USE AGREEMENT]**

EXECUTION COPY

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

**[SIGNATURE PAGE TO FIRST AMENDMENT TO SECOND AMENDED AND
RESTATED STADIUM USE AGREEMENT]**

ATTACHMENT A

EXHIBIT S

DRAWINGS OF THE TRUSS BAR AND EVENT CABINS

OWNER
UPPER SUITE VIKINGS ARCHITECTURE
401 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415

OWNER
MINNESOTA VIKINGS FOOTBALL, LLC
5001 WINDY ER
EAST WYOMING, WY 83584

ARCHITECT
GENERATOR STUDIO, LLC
1000 WEST 10TH STREET, SUITE 600
KANSAS CITY, MO 64108
816.333.8507
GENERATORSTUDIO.COM

MEP TECHNOLOGY
ME ENGINEERS, INC.
1000 WEST 10TH STREET, SUITE 500
KANSAS CITY, MO 64108
ME@MEENGINEERS.COM

STRUCTURAL ENGINEER
THORNTON TOMASETTI
1725 WEST 10TH STREET, SUITE 800
KANSAS CITY, MO 64108
THORNTONTOMASETTI.COM

MINNESOTA VIKINGS
SOUTH 5TH STREET
FIT-OUT
UPPER SUITE LEVEL

NOT FOR CONSTRUCTION

PROJECT # _____
SHEET # _____
DATE _____

PRICING SET
REV. DATE: 02 FEBRUARY 2019
REV. DESCRIPTION: _____
REV. DATE: _____
REV. DESCRIPTION: _____
REV. DATE: _____
REV. DESCRIPTION: _____

SOUTH ARCH PLAN & DETAILS
A102

WALL TYPE A6W BASE DETAIL 20
SCALE: 1/2" = 1'-0"

WALL TYPE A6/RXW BASE DETAIL 16
SCALE: 3/4" = 1'-0"

WALL TYPE A6/RXW HEAD DETAIL 19
SCALE: 1/2" = 1'-0"

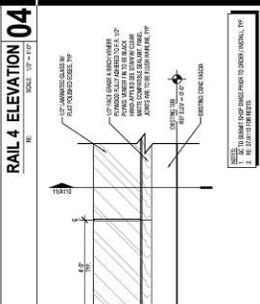
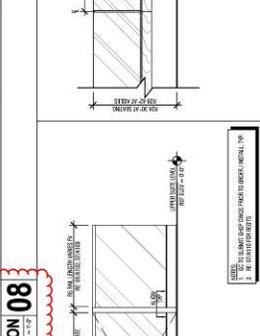
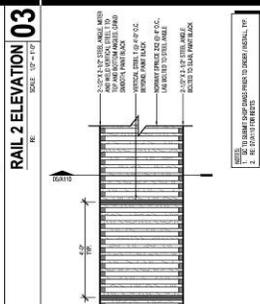
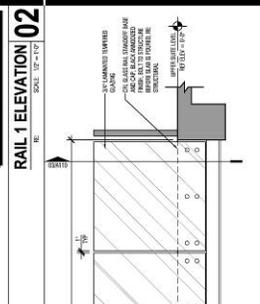
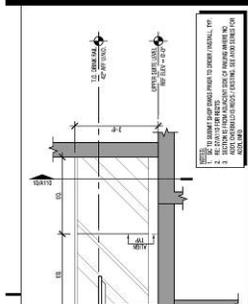
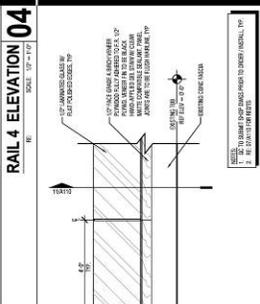
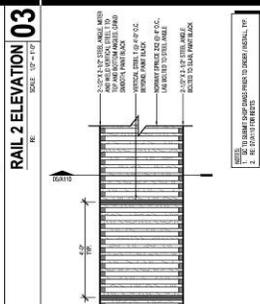
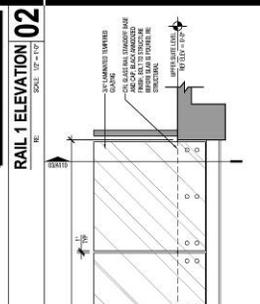
WALL TYPE RXW 15
SCALE: 3/4" = 1'-0"

ARCHITECTURAL TRUSS BRIDGE PLAN 13
SCALE: 1/4" = 1'-0"

ARCHITECTURAL FLOOR PLAN - SOUTH 01
SCALE: 1/8" = 1'-0"

NOTES:

- SEE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS AND FINISHES.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- CONCRETE SHALL BE 4000 PSI STRENGTH.
- REINFORCEMENT SHALL BE #4 BARS UNLESS OTHERWISE NOTED.
- ALL WALLS SHALL BE 12\"/>

<p>OWNER UPPER SUITE VIKINGS 801 SOUTH 5TH STREET MINNEAPOLIS, MN 55415</p> <p>OWNER MINNESOTA WINGS FOOTBALL, LLC 5501 WINDY ER EVANSTON, IL 60204</p> <p>ARCHITECT GENSLER 300 NORTH LAKE STREET KANSAS CITY, MO 64108 816.333.8507 GENSLER.COM</p> <p>MEP TECHNOLOGY ME ENGINEERS, INC. 10000 W. 10TH AVENUE GOLDEN, CO 80401 303.440.6666 MEENGINEERS.COM</p> <p>STRUCTURAL ENGINEER THE STRUCTURAL GROUP 2025 GRAND BLVD, SUITE 800 KANSAS CITY, MO 64108 THESTRUCTURALGROUP.COM</p>  <p>NOT FOR CONSTRUCTION</p> <p>MINNESOTA VIKINGS UPPER SUITE LEVEL FIT-OUT SOUTH 5TH STREET MINNEAPOLIS, MN 55415</p> <p>PRICING SET REV. DATE: 12/27/2017 REV. DATE: 12/27/2017</p>	<p>RAIL 4 ELEVATION 04 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p>  <p>RAIL 2 ELEVATION 03 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 1 ELEVATION 02 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 5 ELEVATION 06 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 6 ELEVATION 01 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 
<p>DOUBLE GATE R6G ELEVATION 08 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 5 & GATE R5G ELEVATION 07 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 5 ELEVATION 06 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 5 ELEVATION 06 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 	<p>RAIL 6 ELEVATION 01 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p> 
<p>NOT USED 20 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p>	<p>NOT USED 15 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p>	<p>NOT USED 14 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p>	<p>NOT USED 13 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p>	<p>NOT USED 17 REV. DATE: 12/27/2017 SCALE: 1/2" = 1'-0"</p>

OWNER
MINNESOTA VIKINGS FOOTBALL CLUB
100 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415

OWNER
MINNESOTA VIKINGS FOOTBALL, LLC
5001 WINDY ER
EVETTSVILLE, IN 45544

ARCHITECT
GENERATOR STUDIO, LLC
1000 WEST 10TH STREET, SUITE 800
KANSAS CITY, MO 64108
816.333.8557
GENERATORSTUDIO.COM

MEP TECHNOLOGY
ME ENGINEERS, INC.
1000 WEST 10TH STREET, SUITE 800
KANSAS CITY, MO 64108
816.452.8650
MEENGINEERS.COM

STRUCTURAL ENGINEER
KANSAS CITY, MO 64108
2025 GRAND BLVD, SUITE 800
THIRD FLOOR
THURSDAY, MISSOURI



NOT FOR CONSTRUCTION
DRAWN BY: [REDACTED]
DATE: [REDACTED]
PROJECT # [REDACTED]
SOUTH 5TH STREET
MINNEAPOLIS, MN 55415

MINNESOTA VIKINGS
FIT-OUT
UPPER SUITE LEVEL

PRICING SET
REVISED DATE: 12 FEBRUARY 2019
REVISED BY: [REDACTED]
REVISED FOR: [REDACTED]

INTERIOR ELEVATIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

LODGE BAR SOUTH ELEVATION 20
SCALE: 1/4" = 1'-0"

LODGE BAR WEST ELEVATION 16
SCALE: 1/4" = 1'-0"

LODGE BAR NORTH ELEVATION 19
SCALE: 1/4" = 1'-0"

LODGE BAR EAST ELEVATION 08
SCALE: 1/4" = 1'-0"

CABIN BACK BAR ELEVATION 08
SCALE: 1/4" = 1'-0"

CABIN SIDE ELEV 04
SCALE: 1/4" = 1'-0"

LODGE CABIN ELEVATION LOOKING TO CORRIDOR 14
SCALE: 1/4" = 1'-0"

LODGE CABIN INTERIOR ELEVATION LOOKING TO CORRIDOR 13
SCALE: 1/4" = 1'-0"

LODGE ELEVATION AT UPPER SUITE CORRIDOR 03
SCALE: 1/4" = 1'-0"

LODGE CABIN INTERIOR ELEVATION LOOKING TO CORRIDOR 02
SCALE: 1/4" = 1'-0"

TYPICAL CABIN ELEVATION AT UPPER SUITE CORRIDOR 01
SCALE: 1/4" = 1'-0"

EXHIBIT S – Page 7 of 8
Attachment A-7

7543001v5
FINAL

OWNER
MINNESOTA VIKINGS
100 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415

OWNER
MINNESOTA VIKINGS FOOTBALL, LLC
5001 WINDY ER
EVET WOODS, IN 45544

ARCHITECT
GENSLER STUDIO, LLC
1000 WASHINGTON AVENUE, SUITE 600
KANSAS CITY, MO 64108
816.333.8507
GENSLERSTUDIO.COM

MEP TECHNOLOGY
ME ENGINEERS, INC.
1000 WASHINGTON AVENUE, SUITE 500
KANSAS CITY, MO 64108
ME@MEENGINEERS.COM

STRUCTURAL ENGINEER
KANSAS CITY AND PARTNERS
2025 GRAND AVENUE, SUITE 800
THURSDAY, MISSOURI 64108
THURSDAYENGINEERS.COM



MINNESOTA VIKINGS
UPPER SUITE LEVEL
FIT-OUT
SOUTH 5TH STREET
MINNEAPOLIS, MN 55415

PRICEING SET
DATE: 12 FEBRUARY 2019
BY: [Redacted]

INTERIOR ELEVATIONS

A203

TRUSS BAR SOUTH END ELEVATION 04
SCALE: 1/8" = 1'-0"

TRUSS BAR NORTH END ELEVATION 03
SCALE: 1/8" = 1'-0"

TRUSS BAR ADA COUNTER 02
SCALE: 1/8" = 1'-0"

TRUSS BAR DRINK RAIL - FROM BAR SIDE 01
SCALE: 1/8" = 1'-0"

CONCIERGE DESK, WEST 19
SCALE: 1/8" = 1'-0"

CONCIERGE DESK, NORTH 17
SCALE: 1/8" = 1'-0"

CABIN 1A TO 1B OPERABLE PARTITION ELEVATION 11
SCALE: 1/8" = 1'-0"

BACK WALL OF ADA PLATFORM 14
SCALE: 1/8" = 1'-0"

TRUSS BAR STANDING TABLE ELEVATIONS 12
SCALE: 1/8" = 1'-0"

ATTACHMENT B

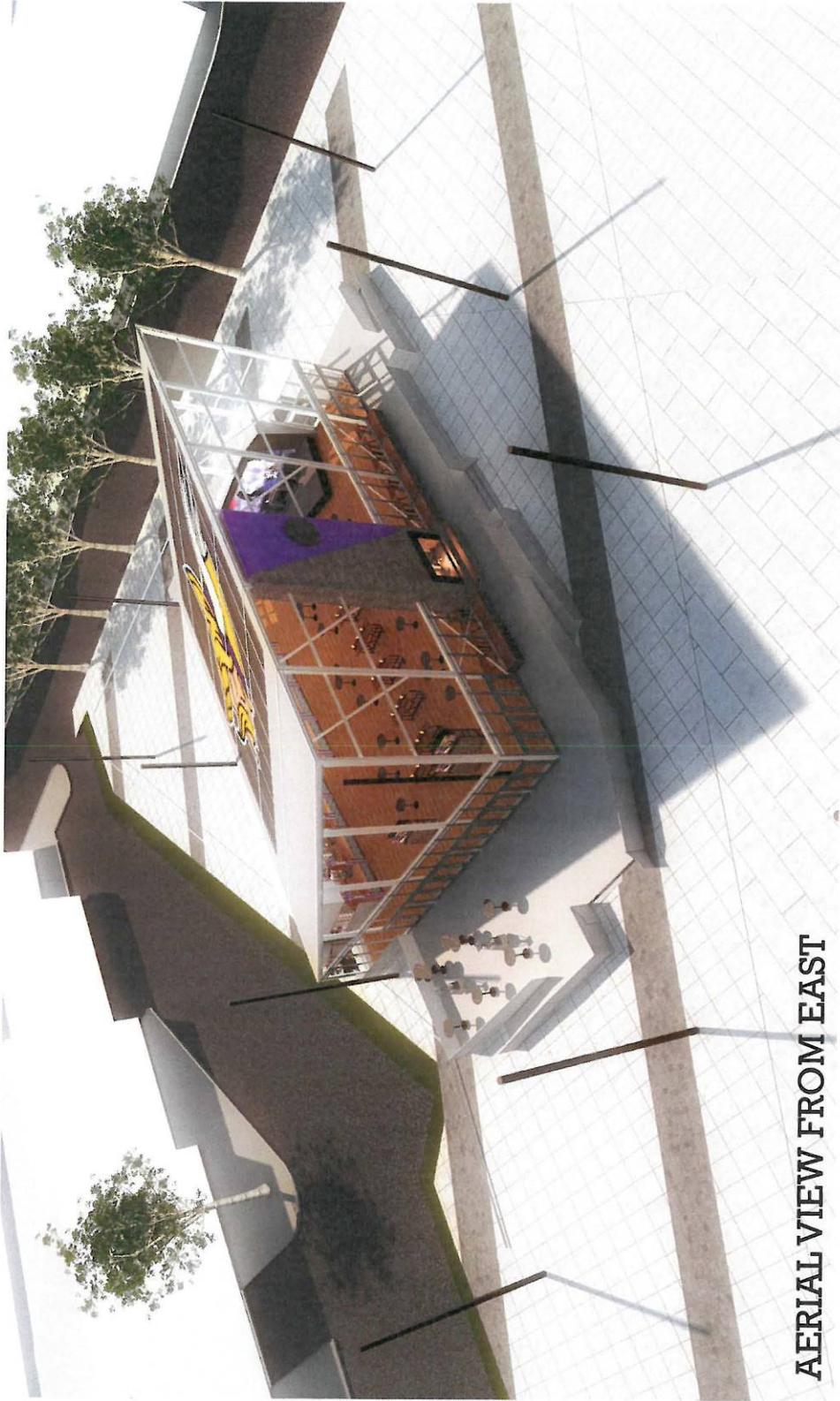
EXHIBIT T

HOSPITALITY TENT DESIGN RENDERINGS



AERIAL VIEW FROM WEST

GMR



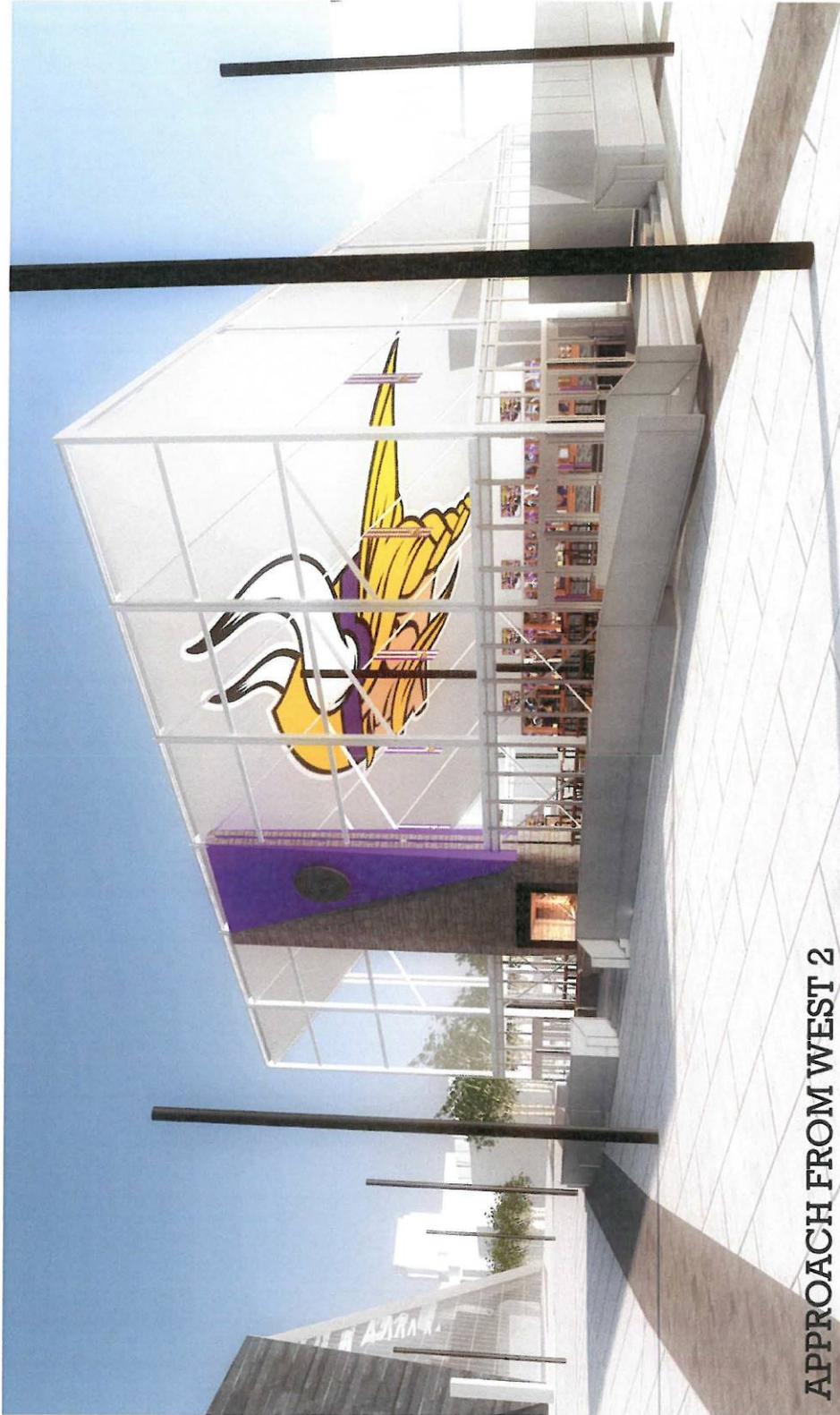
AERIAL VIEW FROM EAST

GMR



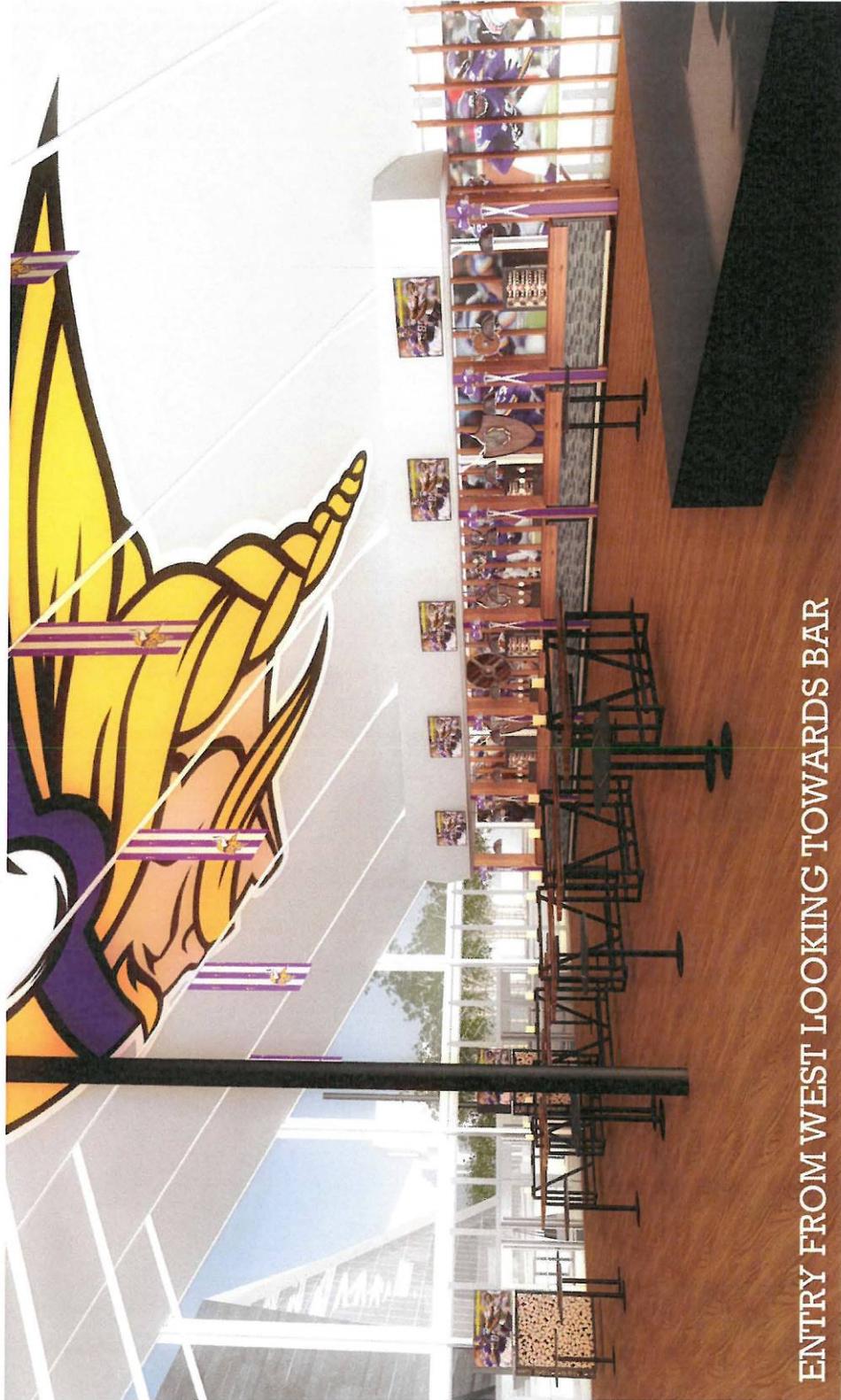
APPROACH FROM WEST 1

GMR



APPROACH FROM WEST 2

GMR



ENTRY FROM WEST LOOKING TOWARDS BAR

GMR



BAR DETAIL 1

GMR



VIEW FROM BAR LOOKING TOWARD HEARTH

GMR

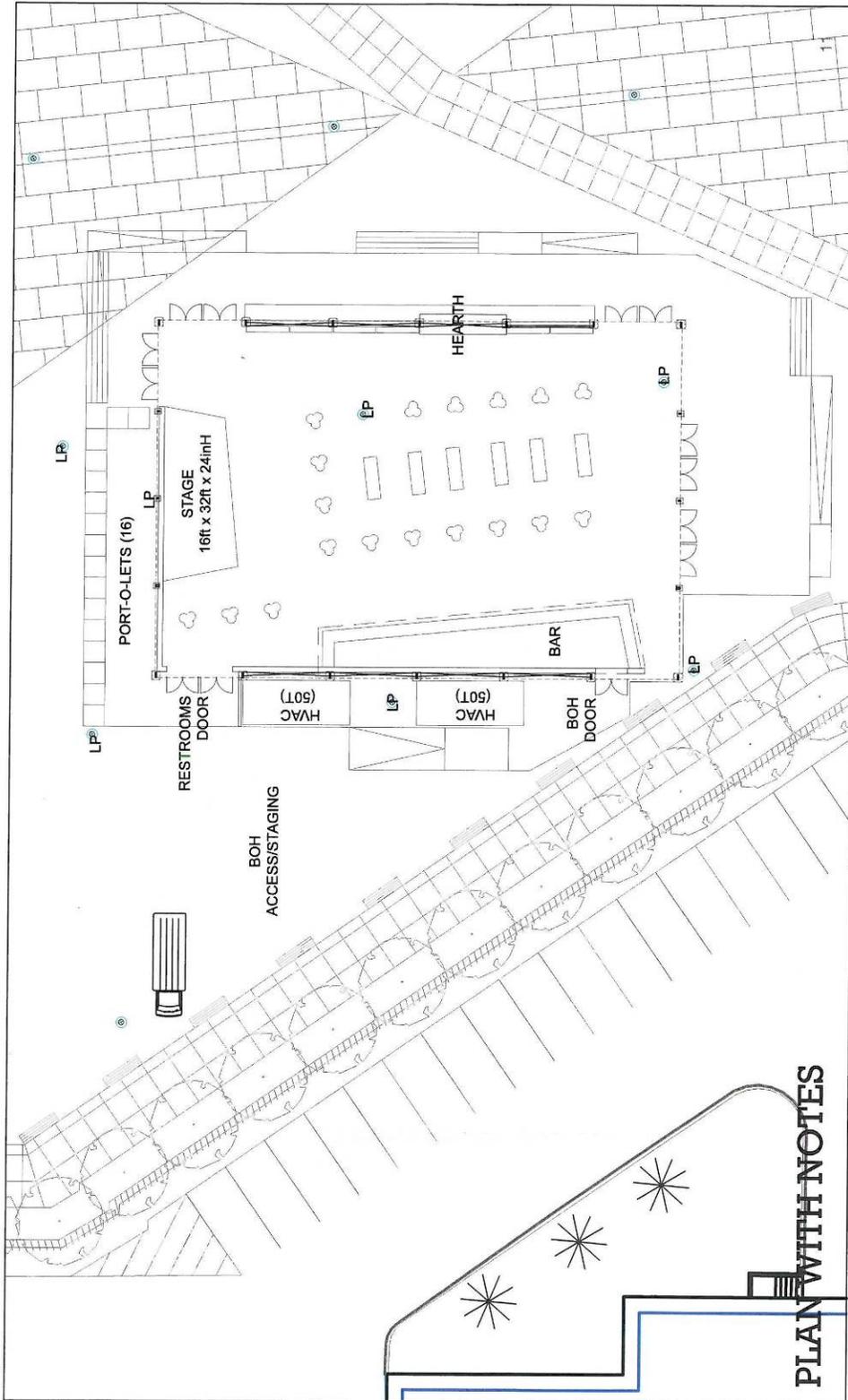
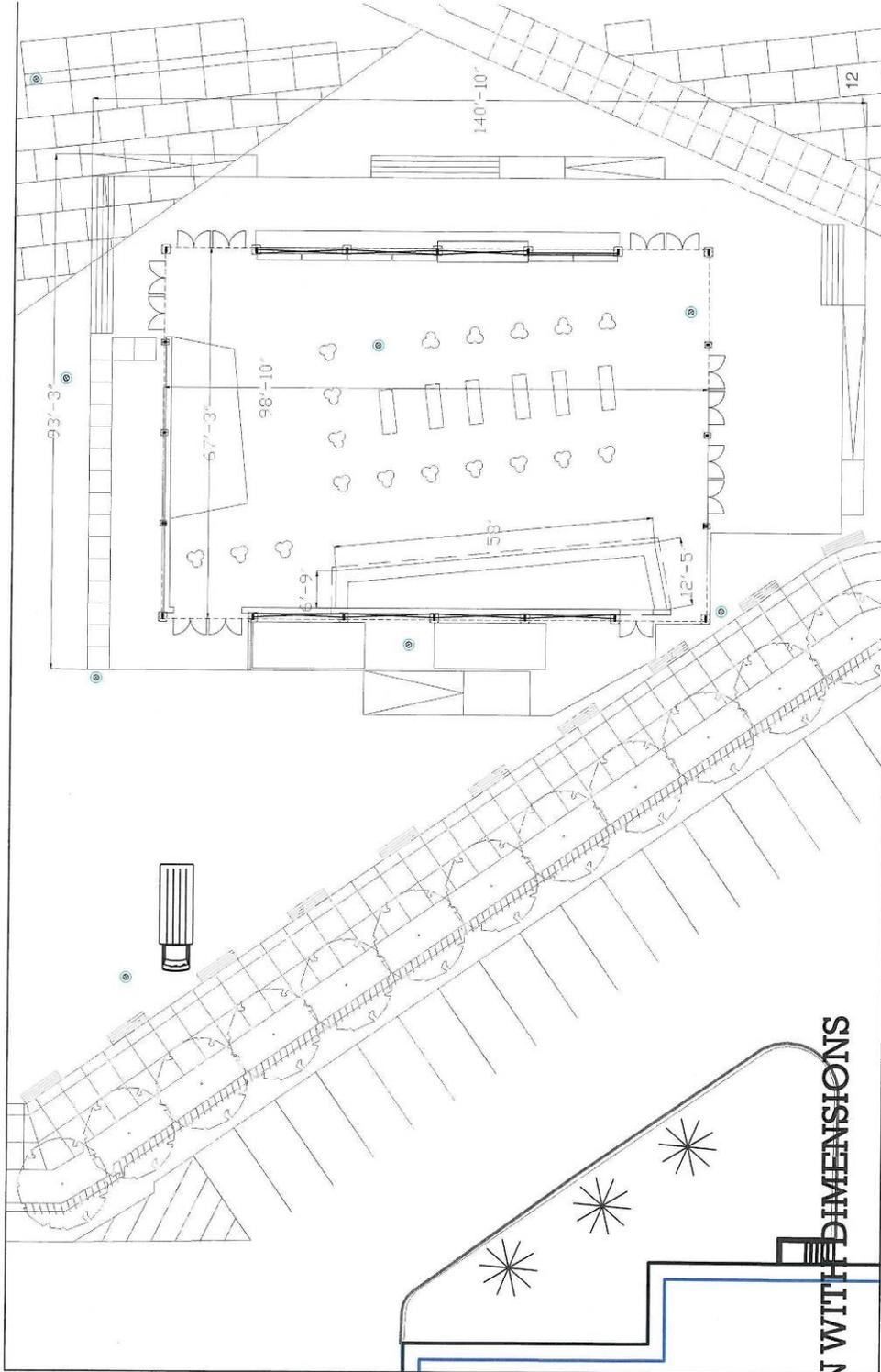


EXHIBIT T – Page 10 of 15
Attachment B-10



PLAN WITH DIMENSIONS





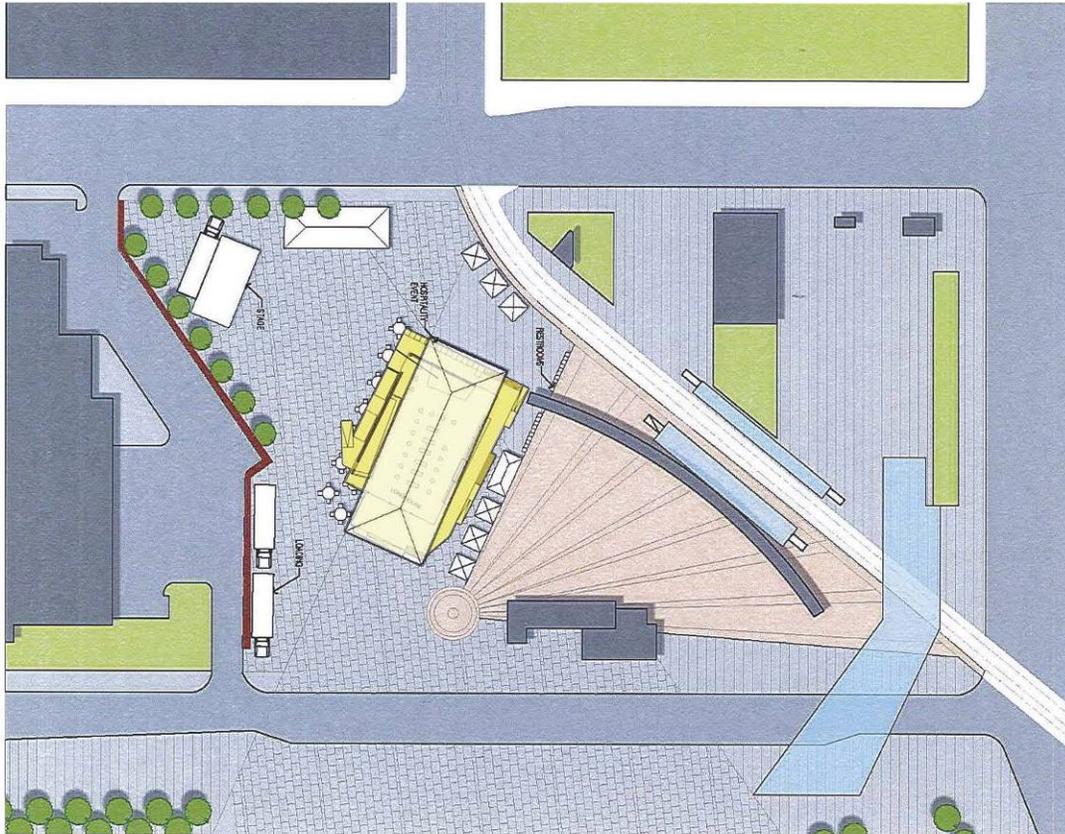
MARCH 2016

WEST PLAZA TAILGATE CONCEPT

VIKINGS LONGHOUSE

- The Vikings Longhouse would be the main event hub on the plaza for Vikings events and non-Vikings events.
- The Longhouse will be free to the fans and will be open before, during and after each home game. Guests do not need a ticket to enjoy the festivities at the Longhouse. This gives an opportunity for fans and guests to be a part of the stadium and plaza events even if they are not able to attend the actual event inside of the stadium.
- The Longhouse can be used by the MSFA/SMG for other events on non-Vikings games.
- The Longhouse is a temporary modular structure that is comprised of extruded aluminum frames that are set on steel baseplates that are anchored to ballasts. The cladding consists of 22oz PVC laminated tent vinyl and modular aluminum frames with shatterproof glass.
- The Longhouse would be installed by the Vikings in July and taken down after the football season in January/February.
- The installation for the entire Longhouse set-up takes 1 week. The tear down takes 2 - 4 days.
- The Vikings are looking at options for creating flexible uses of the spaces such as an open garage door concept that would allow more of an open air feel to the space during the warmer months. They are also working on alternative set-up options should the existing structure need to be altered for other events.
- The attachments show a comparison to the original agreed to tent structure that measured 150' x 60' and the Longhouse which measures at 140' x 67'. The current Longhouse measurements include a decking allowance. The final decking configuration is TBD pending ADA requirements and budget.

LONGHOUSE SIZE COMPARISON TO INITIAL TENT PLAN



ORIGINAL TENT SIZE: 150' X 60'

LONGHOUSE SIZE: 140' X 67' (INCLUDES DECKING ALLOWANCE, FINAL DECKING SIZE PENDING FINAL ADA REQUIREMENTS)

RECOMMENDED LONGHOUSE PLACEMENT



ORIGINAL TENT SIZE:	150' X 60'
LONGHOUSE SIZE:	140' X 67' (INCLUDES DECKING ALLOWANCE. FINAL DECKING SIZE PENDING FINAL ADA REQUIREMENTS)