

**THIRD 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 February 28, 2020

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

RECITALS1

Article I. DEFINITIONS AND RULES OF CONSTRUCTION3

 1.1. Defined Terms3

 1.2. Construction of Terms3

Article II. AMENDMENTS3

 2.1. Amendment Related to City Services for Team Stadium Events3

 2.2. Amendment Related to Perimeter Gating System4

 2.3. Amendment of Exhibit A – Definitions Added4

Article III. MISCELLANEOUS5

 3.1. No Other Amendments5

 3.2. Entire Agreement5

 3.3. Governing Law5

 3.4. Successors and Assigns5

 3.5. Headings5

 3.6. Severability5

 3.7. Execution in Counterparts and Delivery of Electronic Signatures5

 3.8. Conformity with the Act5

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

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED STADIUM USE AGREEMENT (this “**Amendment**”) is entered into and effective as of February 28, 2020 (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. On December 30, 2016, the Authority and StadCo entered into that Second Amendment to Second Amended and Restated Stadium Use Agreement (the “**Second A&R Amendment**”).

L. The Team joined in the execution of the Second A&R 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 would be bound to its continuing obligations under the provisions of the Second A&R Amendment, the Amended and Restated First Amendment, and the Second Amended and Restated Agreement, as applicable, and (ii) confirming and affirming its rights under the Second Amended and Restated Agreement.

M. The Authority and StadCo desire to supplement the First A&R Amendment, the Second 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 City Services for Team Stadium Events.** Section 5.9 of the Stadium Use Agreement is hereby deleted in its entirety and replaced with the following:

“SECTION 5.9. City Services for Team Stadium Events. The Authority shall enter into an agreement with the City regarding traffic control for areas not within the Stadium Site. Neither the Authority nor the Team will be responsible for any charges associated with such traffic control agreement with the City. It is the understanding of the Parties that the City will provide certain municipal services outside of the Stadium Site in connection with Team Stadium Events, including police and security, fire prevention, emergency medical, street cleaning/trash removal and other similar services (the “**Outside Stadium Site Costs**”). Commencing with the 2020-2021 NFL Season, if the City invoices the Authority for Outside Stadium Site Costs for Team Stadium Events, the Team and Authority shall share equally the ongoing Outside Stadium Site Costs for Team Stadium Events; **provided, however**, that the Team and the Authority, prior to accepting any such invoice from the City, agree to work cooperatively to arrange the City’s payment of the Outside Stadium Site Costs. For purposes of this Section 5.9, if either the Team or the Authority unilaterally requires a level of service to be

provided by the City that exceeds the services specified within the public safety and transportation management plans for Team Stadium Events that are developed and periodically updated by and among the City, the Team, the Authority, the Manager, and other required stakeholders, then such enhanced level of service will not be deemed Outside Stadium Site Costs but will be defined herein as “**Additional City Services**,” and the party requiring such enhanced service (either the Team or the Authority) shall be solely responsible for one hundred percent (100%) of the costs of such Additional City Services; **provided, however**, that any service or level of service independently required by the NFL to be furnished or provided outside the Stadium Site in connection with a Team Stadium Event will be deemed Outside Stadium Site Costs and shall not be considered Additional City Services. If the City requires payment of Outside Stadium Site Costs, the Authority or the Manager will invoice the Team for its fifty percent (50%) share of such costs in accordance with this Agreement; if the City requires payment of Team-required Additional City Services, the Authority or the Manager will invoice the Team for one hundred percent (100%) of such Team-required Additional City Services in accordance with this Agreement; if the City requires payment of Authority-required Additional City Services, neither the Authority nor the Manager shall invoice the Team for any portion of the Authority-required Additional City Services.”

2.2. **Amendment Related to Perimeter Gating System Capital Improvement.**

Section 5.6(n) is added to the Stadium Use Agreement to establish the Capital Improvement for the Perimeter Gating System.

“(n) Perimeter Gating System. The Authority shall designate \$1,012,500 within the Capital Reserve Fund over a three-year period commencing in the fiscal year that began on July 1, 2019, toward a mutually agreed upon Perimeter Gating System. The Authority and Team will work together in good faith to develop and mutually approve by no later than June 30, 2022, a schematic design, cost estimate, installation plan, and funding plan for the Perimeter Gating System, including, but not limited to, agreement on a plan to fund all costs of the Perimeter Gating System in excess of the designated \$1,012,500, if any, and, if necessary, a plan to procure, install, and fund the Perimeter Gating System in one or more phases that may commence before or after June 30, 2022. If such agreement is not reached by June 30, 2022, the amount of \$1,012,500 shall be undesignated within the Capital Reserve Fund and otherwise available for use in accordance with this Agreement.”

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

“**Outside Stadium Site Costs**” shall have the meaning set forth in Section 5.9.

“**Perimeter Gating System**” shall mean a mutually approved combination of permanently installed security barriers, fencing, and gates or other similar components providing for controlled access points around the full perimeter of the Stadium and within the Stadium Site.

**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 M of this Amendment:

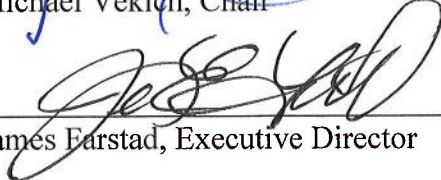
MINNESOTA VIKINGS FOOTBALL, LLC

By: _____
Mark Wilf, Owner/President

AUTHORITY:

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

By:  _____
Michael Vekich, Chair

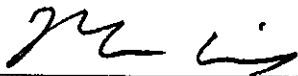
By:  _____
James Farstad, Executive Director

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

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

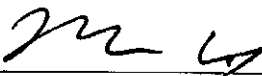
STADCO:

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 M 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: _____
Michael Vekich, Chair

By: _____
James Farstad, Executive Director

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