

Minnesota Sports Facilities Authority  
Proposal for Qualifications  
Minneapolis, MN 55415

**ADDENDUM NO. ONE**

March 17, 2014

This Addendum forms a part of the Proposal Documents and modifies the proposal dated March 7, 2014. **Acknowledge receipt of this Addendum in the space provided on the Proposal Form.** Failure to do so may subject Proposer to disqualification.

This Addendum consists of 4 pages.

### SCHEDULE 3

## CONFIDENTIALITY AGREEMENT

### (To Be Submitted With Proposal)

This Confidentiality Agreement (the "**Agreement**") made and entered to as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014], by and between the Minnesota Sports Facilities Authority ("**Authority**"), Minnesota Vikings Football Stadium, LLC (the "**Vikings**"), Minnesota Vikings Football, LLC (the "**Team**") and \_\_\_\_\_ ("**Proposer**") in connection with the provision of Pre-Opening, Management, Operating and Marketing Services for the new Minnesota Multipurpose Stadium (the "**Project**"). The Authority, the Vikings and the Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "**Project Participants**".

The Authority and the Vikings are considering retention of or has retained the [**Proposer**] to assist in consulting or working on the Project. Because the [**Proposer**] may have access to confidential and proprietary information of the Authority, the Vikings and/or the Team as a result of the Project, the [**Proposer**] agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. For purposes of this Agreement, "**Confidential Information**" means any and all information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge other than by the [**Proposer**]'s act or omission or (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.
2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the [**Proposer**] will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the [**Proposer**] shall not be considered a breach of this Agreement.
3. The [**Proposer**] will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event shall the [**Proposer**] use less than reasonable care.
4. If the [**Proposer**] receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the [**Proposer**] shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The [Proposer] acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the [Proposer] agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The [Proposer] will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) Applicable Law or official requests, at the election of the Authority, the Vikings and/or the Team, as applicable, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the foregoing.

6. In the event of any litigation between the Project Participants and the [Proposer] in connection with this Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

7. All references to the [Proposer] herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and in the event any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The [Proposer] represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the state of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VIKINGS:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEAM:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[PROPOSER]:**  
**[LEGAL NAME OF PROPOSER]**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if applicable)

**END OF ADDENDUM ONE**