



December 30, 2016

Minnesota Vikings Football Stadium, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attention: Kevin Warren

Re: Entitlement Rights Areas Activation Agreement
(Master Agreement Letter)

Dear Mr. Warren:

In connection with the Second Amended and Restated Use Agreement (the “**Use Agreement**”), dated February 19, 2016, as amended, by and between the Minnesota Vikings Football Stadium, LLC (the “**Team**”) and the Minnesota Sports Facilities Authority (the “**Authority**”), the Authority wishes to enter into with the Team this Entitlement Rights Areas Agreement (this “**Agreement**”), as described in Section 18.5(g) of the Use Agreement, to confirm certain activations within an Entitlement Rights Sponsor area, and the rights of the Team and the Authority as set forth in **Exhibit A** hereto (each a “**Concept**” and, collectively, the “**Concepts**”). The Concepts are an integral part of the understandings reached by the Team and the Authority in the Use Agreement, particularly with respect to the Entitlement Rights Sponsor areas described in Section 11.2 of the Use Agreement.

This 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 Concepts within the Entitlement Rights Sponsor areas. This Agreement will be coterminous with the Use Agreement.

The Signage described in Exhibit A will be manifested by reference as part of the Final Signage Plan. The relative rights and obligations of the Authority, the Team, and the applicable Entitlement Rights Sponsor with respect to a Concept will be governed by Exhibit A, and each Concept is to be implemented in the manner described in Exhibit A. Each Concept that is identified as an “Entitlement Right” will be completed in the same manner as a Capital Improvement (as defined and set forth under Section 5.6(i) of the Use Agreement) and will be subject to the following terms and conditions:

- i. The Authority will have no cost responsibility for design, construction, maintenance, or repair of an Entitlement Rights Sponsor area, unless the Authority uses the Concept (in which case, the Authority will be responsible, in the manner identified in Exhibit A, for cleaning and repair (if damaged));
- ii. The Authority will have continuing Consent rights over any future Concepts that are to be incorporated to Entitlement Rights Sponsor areas and the terms, conditions and

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Minnesota Sports Facilities Authority

1005 4th Street South, Minneapolis, MN 55415

procedures, including Signage, related to a Concept that will be incorporated to Exhibit A will be subject to the approval of the Authority;

- iii. With respect to all Concepts implemented within Entitlement Rights Sponsor areas that have been approved by the Authority and scheduled on Exhibit A (x) any variation in the location of the Concepts within the Entitlement Rights Sponsor area, and (y) any material departure from the design or materials approved by the Authority for the Concepts within the Entitlement Rights Sponsor area will require amendment to this Agreement and the Consent of the Authority; and
- iv. The Team's compliance with all terms, conditions and procedures set forth in a Concept as specified in Exhibit A.

Amendments, modifications and supplements to the Concepts that are within the Entitlement Rights Sponsor areas set forth in Exhibit A, or to any designated level of finish of a Concept, can be developed by the Team from time to time, which each will be acknowledged by a signature on behalf of the Team at the time of submission to the Authority and will be subject to the Consent of the Authority.

If the Team assigns the right to construct, maintain, or operate any Concept within an Entitlement Rights Sponsor area to a third Person sponsor, or the Entitlement Rights Sponsor engages a third Person contractor for that purpose, then the Team will cause the respective third Person sponsor(s) to deliver to the Authority an executed license agreement in a form substantially similar to that set forth on Exhibit B hereto.

Each of Exhibit A and Exhibit B are part of this Agreement and are incorporated by reference herein. Any term or phrase that is capitalized but not defined herein will have the meaning set forth in the Use Agreement.

[SIGNATURE PAGE FOLLOWS]



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Minnesota Sports Facilities Authority
1005 4th Street South, Minneapolis, MN 55415



If you are in agreement with the foregoing, please sign below and return this Agreement fully executed to the undersigned. The signature block following is provided for your acknowledgement and acceptance.

Very truly yours,

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

By: Ted Mondale

Ted Mondale
CEO/Executive Director

By: Michele Kelm-Helgen

Michele Kelm-Helgen
Chair

Acknowledged and Accepted:

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

By: _____
Mark Wilf
Owner/President

Date: December __, 2016

**[TEAM SIGNATURE PAGE TO
MASTER ENTITLEMENT RIGHTS AREAS ACTIVATION AGREEMENT]**

