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SECOND AMENDMENT TO FOOD AND BEVERAGE, CATERING, AND CONCESSION AGREEMENT

This Second Amendment (this "Second Amendment") to the Food and Beverage, Catering, and Concession Agreement is made effective as of March 21, 2024 (the "Effective Date"), by and between the Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (the "Licensor"), and Aramark Sports and Entertainment Services, LLC, a Delaware limited liability company (the "Contractor") (each a "Party") and collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Food and Beverage, Catering, and Concession Agreement, dated as of January 30, 2015 (the "Original Agreement"), under which Contractor is to provide Premium Food and Beverage Operations, Catering Services, and Concession Services at the Stadium.

B. The Parties entered into a First Amendment to Food and Beverage, Catering, and Concession Agreement, dated as of October 12, 2018 (the "First Amendment," and together with the Original Agreement, the "Agreement") to clarify certain provisions related to purchases by the Authority and the Team, Contractor Investment allowance and Team Funded Capital Investment Allowance amortization, timing for presenting a budget for expenditures, and termination payments. The Parties desire to further amend the Agreement to modify certain provisions related to insurance, liability, and indemnification.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals, which are hereby incorporated into the Agreement and this Second Amendment, and the mutual promises, undertakings, and covenants hereinafter set forth and intending to be legally bound hereby, the Parties covenant and agree as follows.

1. **Certain Defined Terms**. Capitalized terms that are used, but not defined, in this Second Amendment shall have the meanings ascribed thereto in the Agreement.

2. **Amendment to Liability and Indemnification Provisions**.

   a. Section 5.3.1(1) of the Agreement is deleted in its entirety, and replaced with the following:

      (1) any Damages to real or personal property, or personal injury to any third Person or Licensor (including its agents and employees), resulting from the intentional misconduct or negligent acts or omissions of Contractor or its agents, contractors or employees, or from the unauthorized use or disclosure of personally identifiable information (as such term is defined in applicable privacy laws) (an "Information Security Incident") within Contractor's possession and

which unauthorized use or disclosure was caused by Contractor's intentional misconduct, negligent acts or omissions or by the intentional misconduct, negligent acts or omissions of Contractor's agents, contractors or employees. Notwithstanding anything to the contrary in this Agreement, Contractor's aggregate and total liability for any Information Security Incident shall be limited to greater of insurance proceeds or Five Million Dollars ($5,000,000);

b. Section 5.3.1 of the Agreement is hereby amended to add a new subsection (7) as follows:

(7) any Damages for business interruption and loss of commissions to the Licensor or other indemnified parties resulting from the failure of systems owned by the Licensor but under the control of the Contractor through third-party license or similar agreements between Contractor and a third-party.

3. **Miscellaneous Provisions Related to this Amendment**.

a. *Ratification*. This Second Amendment supplements and amends the Agreement, but only to the extent expressly set forth herein. In the event of any conflict between the Agreement and this Second Amendment, the provisions of this Second Amendment shall govern. All other terms, provisions, representations, warranties and covenants of the Agreement are hereby confirmed, ratified and remain in full force and effect.

b. *Counterparts/Facsimile*. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument. This Second Amendment, to the extent executed and delivered by means of electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original executed version thereof delivered in person.

c. *Entire Agreement*. This Second Amendment represents the entire understanding between the Parties as to this Second Amendment and it does not supersede or amend the Agreement other than as expressly set forth herein.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Second Amendment as of the date first written above.

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Name: Michael Vekich
Title: Chair

By: _____
Name: Mary Fox-Stroman
Title: Interim Executive Director

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: DocuSigned by: William Manion A3247938149480
Name: William Manion
Title: Vice President, Finance