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EXECUTION VERSION

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

This Third Amendment (this "**Third Amendment**") to the Food and Beverage, Catering, and Concession Agreement is made effective as of October 23, 2026 (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**"), to clarify certain provisions related to purchases by the Licensor 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 entered into a Second Amendment to Food and Beverage, Catering, and Concession Agreement, dated as of March 21, 2024 (the "**Second Amendment**"), to modify certain provisions related to insurance, liability, and indemnification. The First Amendment and the Second Amendment, are referred to collectively herein as the "**Agreement.**" The Parties desire to further amend the Agreement to extend the term of the Agreement and modify and provide certain provisions relating to the extended term.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the Agreement and this Third 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. **Interpretation.** Language removed or deleted from the Agreement by way of amendment shall be indicated with strikethrough text (~~strikethrough text~~). Language added to the Agreement by way of amendment shall be indicated with underlined text (underlined text).

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

3. **Addition of Definitions.** The following definitions are added to Section 1.1 of the Agreement:

> "**Cure Period**" shall mean, with respect to Liquidated Damages, the thirty (30) day cure period as defined in **Section 11.1.5**.

"**Extended Term**" shall mean the extended term of the Agreement, which term shall commence on the Effective Date of the Third Amendment and expire at 11:59 p.m. central time on June 30, 2037.

"**Liquidated Damages**" shall mean liquidated damages from the Contractor as defined in **Section 11.1.5**.

"**New Investment**" shall mean the additional investment of Forty Million and 00/100 Dollars ($40,000,000.00) to be paid by the Contractor to the Licensor in accordance with **Section 6.2.6**.

"**R&M Fund**" shall mean the additional reserve fund funded by Contractor in accordance with **Section 6.1.4**.

4. **Amendment of Definitions.** The following definitions in Section 1.1 of the Agreement are hereby amended as follows:

"**Term**" shall mean the term of this Agreement as set forth in **Section 1.3.1**, as extended by the Extended Term.

5. **Addition of New Investment.** Section 6.2 of the Agreement is hereby amended to include the following new Section 6.2.6:

6.2.6 New Investment. Contractor shall pay to the Licensor the total sum of Forty Million and 00/100 Dollars ($40,000,000.00) to be used solely for improvements to the Facilities and the purchase by the Licensor of certain Equipment for performance of the Services, in each case to be collectively agreed to by Contractor, the Licensor, and the Team (the "**New Investment**"). Such New Investment will be paid to the Licensor by the Contractor in the following installments: (i) $20,000,000.00 on or about February 1, 2027; (ii) $10,000,000.00 on or before February 1, 2028; and (iii) $10,000,000.00 on or before February 1, 2029, or such earlier dates as may be agreed to by the Parties in each case. Such New Investment will be amortized on a straight-line basis over the Extended Term, commencing on the date(s) of receipt by the Licensor of each installment of the New Investment funds and ending on the scheduled expiration of the Extended Term. In the event that the Extended Term expires or the Agreement is terminated by either Party in accordance with **Article 10** of the Agreement at any time prior to the completion of the Extended Term, the Licensor shall reimburse to Contractor the unamortized balance of the New Investment funds so expended (as of the effective date of expiration or termination, as applicable) in the same manner and subject to the same terms and conditions as a reimbursement of the Contractor Investment under **Article 11** of the Agreement.

6. **Amendment to Repair and Maintenance Provisions.** Section 6.1.2 of the Agreement is hereby amended as follows:

6.1.2 Repair and Maintenance. Contractor shall be responsible for the repair and maintenance of the Leasehold Improvements and Licensor Equipment during the Term to the extent the same is for the primary purpose or material use of Contractor in the performances of the Services hereunder. Absent Contractor intentional misuse or negligent

use of Licensor Equipment, Licensor shall be responsible for replacement of Licensor Equipment. Licensor will cooperate with Contractor's maintenance personnel in the development and institution of a comprehensive preventative maintenance program. Contractor shall use, operate and treat Licensor Equipment with the same care as if it were owned by Contractor. Without limiting the generality of the preceding sentence, Contractor shall be responsible for routine, ongoing cleaning and repair and maintenance of Licensor Equipment, shall operate Licensor Equipment only in accordance with the manufacturer's operating guidelines and Licensor's maintenance program, and shall not improperly use or otherwise abuse Licensor Equipment. Licensor has the right to review and approve on an annual basis, in its sole discretion, the comprehensive preventive maintenance program required by Contractor pursuant to this **Section 6.1.2**. Subject to a Cure Period, upon Contractor's failure to meet the repair and maintenance standards in the comprehensive preventive maintenance program (i) the Licensor is permitted to suspend capital investments from the New Investment upon Contractor's failure to meet the repair and maintenance standards in the comprehensive preventive maintenance program, and (ii) such failure to meet the repair and maintenance standards in the comprehensive preventive maintenance program will result in Liquidated Damages.

7. **Addition of Repair and Maintenance Fund Provision.** Section 6.1 of the Agreement is hereby amended to include the following new Section 6.1.4:

6.1.4 Repair and Maintenance Fund (R&M Fund). Commencing on or about July 1, 2027, and continuing for the remainder of the Extended Term and accrued and deposited monthly with the Licensor, Contractor shall establish a repair and maintenance fund (the "**R&M Fund**") in the amount of one-half percent (0.5%) of net revenue derived from the Services after payment of applicable Commissions to the Licensor and Team, which fund is to be utilized by the Licensor to reimburse Contractor for amounts expended for repair and maintenance of the Equipment. For the avoidance of doubt, the establishment and funding of the R&M Fund will not be amortized through the remainder of the Extended Term and shall have no impact on Contractor's separate obligation to fund the Capital Reserve Fund described in **Section 7.1.1.**

8. **Addition to Capital Reserve Fund Provisions.** Section 7.1 of the Agreement is hereby amended to include the following new Section 7.1.6:

7.1.6 Return on Investment Analysis. Pursuant to the Licensor's sole discretion over use of amounts in the Capital Reserve Fund, Contractor will be required to provide a return on investment analysis (in a manner mutually satisfactory to the Licensor and Contractor) of all requests from the Capital Reserve Fund to aid in the Licensor's sole determination of capital replacements, improvements, and enhancements in a manner consistent with **Section 7.1.1** of the Agreement.

9. **Amendment to Prices and Portion Sizes Provisions.** Section 2.5 of the Agreement is hereby amended as follows:

2.5 Prices and Portion Sizes.

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No less than sixty (60) days prior to the start of the Agreement Year during the Term, Contractor shall submit to Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Licensor with respect to Licensor Events, for their respective Consents, the prices to be charged for each item to be sold by Contractor at the specific Events, together with the portion sizes for such items. It is understood and agreed that Licensor, Contractor, and the Team will cooperatively work in consultation with respect to such price and portion sizes. The Team shall have final decision-making with respect to Team Stadium Events and the Licensor shall have final decision-making with respect to Licensor Events. The establishment of food and beverage pricing or cost of Services to be included in any all-inclusive offering shall be determined in consultation with, and by the Consent of, the Team with respect to Team Stadium Events and the Licensor with respect to Licensor Events and in each case in accordance with this **Section 2.5** of the Agreement; **provided, however**, that in no event will the food and beverage pricing or cost of Services to be included in an all-inclusive offering increase by greater than the CPI rate of increase year-over-year unless separately approved by the Team with respect to Team Stadium Events and by the Licensor with respect to Licensor Events. Respectively, each of Licensor, the Team and the Licensor shall exercise in a reasonable and timely manner its right to approve changes in such prices and portion sizes as may be periodically requested by Contractor. Licensor shall be responsible to coordinate the Consents of the Team and the Licensor in connection with providing its Consent to Contractor. Licensor shall respond in writing to Contractor at least thirty (30) days prior to the start of the Agreement Year. If Licensor fails to respond in that time period, then Licensor's Consent as to prices and portion sizes (including any changes in prices or portion sizes) by Contractor shall be deemed to have been given, unless Contractor has received separate objections from the Team or the Licensor, as applicable. It is understood and agreed by Contractor and Licensor that the prices charged by Contractor shall be comparable to those found in other multipurpose and/or NFL stadiums, with due consideration being given to market variances which exist in those metropolitan areas in which multipurpose and/or NFL stadiums are located when compared to the Minneapolis - St. Paul metropolitan area. With the exception of Refreshments that are subject to menu presentation and premium service, Contractor shall post prices (which prices shall include applicable Sales Taxes) on menu boards approved by Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Licensor with respect to Licensor Events, which are to be continuously presented, respectively, for the Team Stadium Events and the Licensor Events at each of the Concession Facilities.

10. **Amendment to Contractor Responsibilities for Operations.** Section 1.4.2 of the Agreement is hereby amended to revise subsections (i), (vi), and (vii) and to include new subsection (viii) as follows:

1.4.2 Contractor Responsibilities for Operations. Contractor shall:

(i) have the responsibility to pay all costs and fees for Utility Services which are separately metered and/or which result from the incremental Utility Services utilized by Contractor used in the Stadium, on the Plaza, and the Urban Park. ~~Notwithstanding the foregoing, the Contractor's responsibility for payment of Utility Services costs and expenses shall not exceed an amount equal to one percent (1%) of Gross Sales per~~

~~Agreement Year.~~ Contractor shall also be responsible for usage charges associated with external telephone and data communications lines, including local and long-distance charges;

[***]

(vi) obtain and maintain at all times, in compliance with all Applicable Laws, such permits, licenses and other operating authorizations necessary or desirable to provide the Services, including without limitation alcohol beverage licenses and permits pursuant to **Section 2.8.2** hereof (if required in supplement to the Licensor's alcohol license(s) and permit(s)) and health department permits; ~~and~~

(vii) implement a prudent strategy for energy management policy to prevent waste of and excess cost for any utility services~~.~~; and

(viii) cooperate with the Licensor to conform to LEED standards. Failure to cooperate with the Licensor to the Licensor's reasonable satisfaction will be a breach of the Agreement and, subject to a Cure Period, will result in Liquidated Damages.

11. **Amendment to Pest Control Provision.** Section 8.4 of the Agreement is hereby amended as follows:

8.4 Pest Control.

Licensor shall engage and supervise exterminators to control rodents and other vermin and pests as is necessary at least on a monthly basis. Such extermination services shall be performed, at a minimum, in all areas where food is prepared, stored or dispensed. Contractor shall pay its proportionate share (by the serviced square footage) of the cost of extermination procedures undertaken by Licensor to control rodents and other vermin and pests provided that such charges do not exceed rates for such services otherwise available to Contractor in the marketplace. Contractor shall, at its own expense, provide to the Licensor a quarterly independent health report, prepared to the reasonable satisfaction of the Licensor, to measure pest control performance and to identify any required remedial actions identified by the corresponding health reports. Contractor shall be responsible for implementing, at Contractor's expense, all required remedial actions identified in such reports. Failure to complete remedial actions to the Licensor's reasonable satisfaction will be a breach of the Contract and, subject to a Cure Period, will result in Liquidated Damages.

12. **Addition of Liquidated Damages Provision.** Section 11.1 of the Agreement is hereby amended to include the following new Section 11.1.5:

11.1.5 Liquidated Damages for Contractor's Failure to Satisfy Performance Standards. Upon a failure of Contractor to meet any performance standard under the Agreement, the Licensor will provide written notice of such failure in accordance with **Section 14.6**. If the failure is not remedied to the reasonable satisfaction of the Licensor within thirty (30) days of Contractor's receipt of notice (the "**Cure Period**"), the Licensor will have the right to liquidated damages in the amount of Two Thousand and 00/100 Dollars ($2,500.00) per day, up to a maximum annual cap of Twenty-Five Thousand and 00/100 Dollars

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($25,000.00) for each occurrence (the "**Liquidated Damages**"). For the avoidance of doubt, the Licensor's rights to assess Liquidated Damages in accordance with this **Section 11.1.5** are cumulative and not alternative and shall not be construed as a limitation on any other rights or remedies of the Licensor granted by this Agreement, at law, or in equity.

13. **Amendment to Contractor Management and Supervisory Personnel Provisions.** Section 3.1.2 of the Agreement is hereby amended as follows:

3.1.2 Contractor Management and Supervisory Personnel. Contractor shall furnish all necessary qualified supervision for the performance of the Services and agrees to assign a highly competent, full-time general manager who shall have no duties other than directing and managing the provision of the Services under this Agreement; **provided, however**, that Contractor's current district manager employed as of the Effective Date of the Third Amendment, which district manager's primary responsibility will remain, for a period of not less than three (3) years, directing and managing the provision of Services under the Agreement. Notwithstanding the foregoing, the Parties acknowledge that such current district manager may also have other management responsibilities in the Minneapolis metropolitan area and such district manager shall inform Licensor's Chair and Executive Director in writing prior to accepting such additional management responsibilities. If such district manager is assigned to other primary duties beyond the Services under the Agreement outside of the Minneapolis metropolitan area, it will be a breach of the Agreement and will result in Liquidated Damages. Contractor shall secure Licensor's Consent (which shall require the consent of the Team) in advance of the selection of the general manager for this assignment in accordance with **Section 3.1.3**. At a minimum, Contractor will assign (i) at least one (1) employee with supervisory responsibility to direct the operations of each Facility, and (ii) a mutually agreeable number (or ratio) of supervisory personnel for the Concession Facilities, and portable service locations. Such individuals shall have supervisory responsibility to the extent of hiring, firing, or effectively recommending such action. Contractor's full-time staff for performance of the Services shall include the general manager, the assistant general manager, Concession manager, Catering manager, human resource manager, executive chef, sous chef and a controller. In addition to the foregoing, a management representative of Contractor shall be designated and made available for all Events held at the Stadium Site, as part of the Services hereunder, in order to liaison with the Licensor during such Events.

In clarification of the foregoing, Contractor's full-time management staff shall be consistent with the management staff employed by comparably situated concessionaires in comparable multipurpose NFL stadiums as necessary to ensure that the Services provided by Contractor at the Stadium, on the Plaza, and the Urban Park are carried out in a manner consistent with this Agreement. Such management team shall have no other duties other than the provision of Services under this Agreement.

14. **Amendment of Insurance Provisions**. Section 5.1 shall be stricken in its entirety and replaced with the following:

5.1 Insurance.

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Throughout the Term of this Agreement (including any extensions thereof), Contractor shall provide and maintain in full force and effect, at its own expense, the policies of insurance set forth hereinafter. All of the coverage limits set forth below shall apply to (i) this Agreement, and (ii) the subject locations described herein for which the Contractor will provide the Services.

(i) Commercial General Liability insurance with limits not less than $1,000,000.00 each occurrence and $2,000,000.00 in the aggregate. Such insurance shall apply per location and shall include coverage for contractual liability (applying to the terms and conditions of this Agreement), products-completed operations liability, liquor and dram shop liability (if applicable), work performed by a subcontractor, personal injury, property damage (including damage to rented premises), incidental medical malpractice for professionals working at the request of Contractor, certified acts of terrorism, XCU and bodily injury liability (including death), liability arising out of food contamination;

(ii) Automobile Liability insurance covering liability arising out of Contractor's use, operation and/or maintenance of any auto, whether owned, non-owned, leased, hired or borrowed, with limits not less than $1,000,000.00 combined single limit each accident for bodily injury and property damage;

(iii) Workers' Compensation insurance covering all Contractor employees and personnel who are engaged in furnishing the Services under this Agreement. Such insurance shall provide coverage and limits as required by statutory law, including Employer's Liability coverage with limits not less than $1,000,000.00 each accident, $1,000,000.00 disease-each employee and $1,000,000.00 disease-policy limit;

(iv) Crime insurance covering employee theft of funds and/or property held by Contractor on behalf of Licensor, with a joint payee endorsement in favor of the entities set forth in **Section 5.1.7**, including, theft of client property, computer fraud, social engineering, funds transfer fraud, depositors forgery, third party fidelity and employee dishonesty, with limits not less than $30,000,000.00 each loss;

(v) Contractor must maintain Cyber Liability insurance for Data Security Breaches and Privacy Losses with limits of at least $5,000,000.00 per claim and in the aggregate for third-party losses (Disclosure injury, Content injury, and Privacy Regulatory cost coverage including to defend an action or investigation by a regulator due to privacy breach, fines, and penalties assessed). Aramark also has first party business interruption coverage. Cyber Liability coverage should also include coverage for first party losses (Privacy Notification, Crisis management and reward expenses);

(vi) Property insurance providing "all risk" replacement cost coverage for Contractor's property, including all Concession items, Equipment, Office Equipment, inventory, furniture, fixtures and other equipment, including business interruption insurance equal to the greater of (A) all anticipated Commissions payable for the upcoming Agreement Year (which shall not be less than a twelve (12) month period for purposes of this **Section 5.1(vi)**) or (B) 100% of all anticipated amounts payable to Licensor or Team

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under this Agreement by Contractor for the upcoming Agreement Year (which shall not be less than a twelve (12) month period for purposes of this **Section 5.1(vi)**);

(vii) Umbrella and/or Excess Liability insurance with limits not less than $50,000,000.00 for each occurrence shall apply in excess of the Commercial General Liability (except for Damage to Rented Premises), Automobile Liability and Employer's Liability policy limits; and

(viii) Contractor must maintain terrorism liability insurance coverage (including through the umbrella and/or excess liability policy) in the amount of $50,000,000.00.

5.1.1 Required Policy Attributes. All such insurance and policies required above shall:

(i) be primary (not excess), and non-contributory;

(ii) be written by insurance companies qualified to do business in the State of Minnesota, with an A.M. Best Company rating of A - IX or better in the latest edition of Best's Insurance Guide and Key Ratings;

(iii) policies 5.1(i) through (vii) shall not be "claims made" policies;

(iv) policies 5.1(i), (ii) and (vii) shall be endorsed to include Licensor, the Team, StadCo and the Licensor (if the Licensor is not the Licensor hereunder), and their respective officers, directors, members and employees as additional insureds. Additional Insureds (as defined herein), which enforcement shall include Additional Insured Forms CG 2010 and CG 2037, or equivalent forms acceptable to the Additional Insureds. Any insurance coverage (additional insured or otherwise) that Contractor provides for the Additional Insureds shall only cover insured liability assumed by Contractor in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds;

(v) include a waiver of subrogation in favor of all Additional Insureds, including Licensor, the Team, and StadCo (if the Licensor is not the Licensor hereunder); and

(vi) Contractor will provide Licensor with written notice of any cancellation in the required insurance as soon as practicable.

5.1.2 No Limitation of Liability. It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of Contractor. It is further agreed and understood that that the insurance requirements specified above may be amended from time to time during the Term of this Agreement at the sole and reasonable discretion of Licensor. If the aggregate limits in the above policies are exhausted by the payment of Claims or defense costs, Contractor will be required to purchase additional insurance to restore the required limits.

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5.1.3 Deductibles and Retentions. Contractor shall bear all costs of all deductibles and retentions, and shall remain solely and fully liable for the full amount of any Damage not compensated by insurance.

5.1.4 Proof of Insurance. Upon execution of this Agreement and prior to the beginning of the performance of any Services pursuant to this Agreement, Contractor shall furnish Licensor with a certificate(s) of insurance certifying that the appropriate insurance coverages and endorsements are in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above. Contractor hereby agrees to furnish renewal certificates of insurance to Licensor throughout the Term of this Agreement.

5.1.5 Insurance Review. The amounts of coverage required under this Section shall be reviewed by the Parties periodically, not less often than every two (2) years, and shall be changed following such review to amounts determined by the Parties to include additional or different coverages and/or be increased to be commercially reasonable. Upon the request of the Licensor, in its capacity as owner of the Stadium and at its cost and expense, the review shall be conducted by an insurance broker, consultant or other insurance expert chosen by the Licensor (in its capacity as owner of the Stadium) and reasonably acceptable to Licensor. Provided they are commercially reasonable, the recommendations and conclusions of such insurance expert shall be adopted by the Parties in establishing the types and amounts of coverages hereunder.

5.1.6 Failure to Maintain Insurance. If Contractor fails or refuses to procure or maintain the insurance required by this Agreement or to comply with any reasonable loss control measure recommended by any insurer, after notice to Contractor, Licensor shall have the right, at its election, to pursue remedies provided by this Agreement.

5.1.7 Required Endorsement Language.

(i) The commercial general liability, commercial automobile liability, liquor and dram shop liability, and umbrella insurance policies described above must include the following additional insured endorsement language or equivalent language by blanket endorsement:

"Minnesota Sports Facilities Licensor, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, and their respective Affiliates and their respective partners, members, shareholders, officers, directors, employees, agents and other representatives are named as additional insureds (each individually an "Additional Insured" and in the aggregate "Additional Insureds") and are provided the same coverage as the named insured, including the cost of defense, against Claims for bodily injury or death and property Damage occurring in or upon or resulting from the primary insured's use or occupancy of the Stadium (including adjacent areas) or from or out of the primary insured's or its members, officers, directors, employees, agents, contractors or licensees negligence in performance or non-performance related in any way to the Premium Food and Beverage Operations, Catering, and Concession Agreement by and between Minnesota Sports Facility Licensor and ARAMARK Sports and Entertainment Services, LLC. The

foregoing coverage does not extend to coverage for acts or omissions of an Additional Insured or the Additional Insureds."

(ii) The special form (all-risk) insurance, providing one hundred percent (100%) replacement value, covering loss or damage to personal property both owned by Contractor and owned, leased, or controlled by Licensor and provided by Licensor for use by Contractor under the terms of this Agreement located in the Stadium. Contractor shall obtain the waiver of subrogation from its insurance carrier with respect to such coverage in favor of Licensor. The special form (all-risk) insurance described above must include the following loss payee endorsement language for property owned by Licensor and provided for use by Contractor:

"Minnesota Sports Facilities Licensor, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, and their Affiliates, are named as loss payees as to all loss of property or damage to property owned, possessed, controlled, operated or leased by Minnesota Sports Facilities Licensor, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, and their respective Affiliates as their interest may appear."

(iii) Contractor will provide Licensor with written notice of any cancellation in the required insurance as soon as practicable.

5.1.8 Evidence of Subcontractor Insurance. Contractor shall, throughout the Term of this Agreement, require all of Contractor's agents, licensees or subcontractors providing a Service at the Stadium Site to provide Contractor and Licensor with certificates of insurance and insurance policies evidencing the same type of Commercial General Liability, Workers' Compensation, Employer's Liability, Commercial Automobile Liability, Liquor and Dram Shop Liability, and Umbrella insurance coverages with limits of no less than that amount required of Contractor by this Agreement, or such lesser amount mutually agreed by Contractor and Licensor, Consent to which shall not be unreasonably withheld. Said insurance shall include the additional insured endorsement and the cancellation language required of Contractor by this Agreement.

5.1.9 Compliance with Use Agreement. Notwithstanding the foregoing, all Contractor insurance coverages shall materially conform to the requirements of the Use Agreement, as now existing or as amended from time to time, provided actual written notice of the same is provided to Contractor.

15. **Amendment of Performance Bond Provision.** Section IX of the Agreement is hereby amended as follows:

Within ten (10) days after the Effective Date of the Third Amendment, Contractor shall provide to Licensor a performance bond in the form set forth as **Exhibit F** issued by a Person acceptable to Licensor to assure the full and faithful performance of Contractor's obligations arising from and pursuant to this Agreement. Such bond shall be in the amount of not less than ~~One Million Five Hundred Thousand Dollars ($1,500,000)~~ Three Million and 00/100 Dollars ($3,000,000.00) and shall be payable to Licensor for default(s) by

Contractor arising from or pursuant to this Agreement. Such bond shall remain in full force and effect for a period of the Term of this Agreement plus one (1) year.

16. **Amendment of Commissions and Payment of Commissions Provision and Exhibit.** Section 4.1.2 of the Agreement is hereby amended to add as follows:

4.1.2 Commissions and Payment of Commissions.

(i) Subject to subsection (ii) below and the provisions of **Section 4.1.3** (Designated Commission Option – Team Funded Capital Investment Allowance), Commissions related to the Services payable to the Licensor and/or Team shall be based upon Gross Sales and the commission rates set forth in **Exhibit C** hereto, based on the Designated Commission Option ("**Commissions**") and the Guaranteed Commissions (and the Cross Commission Guarantees set forth in **Exhibit C**). The minimum amount of Commission payments pursuant to the Guaranteed Commissions to be made to the Team and to Licensor, collectively, by Contractor in any Agreement Year during the Term after the Commencement Date is set forth on **Exhibit C**, which shall be prorated if the Agreement Year is less than (i) twelve (12) months or (ii) less than ten (10) Home Games are played in any such twelve (12) month period during the Term. Contractor shall have the right to deduct Occupancy Taxes from Commissions payable to Licensor. Subject to the satisfaction of the Cross Commission Guarantee (as defined on **Exhibit C**), the Guaranteed Commissions are amounts guaranteed to each of the Licensor and the Team, separately, as set forth in the Guaranteed Commission section of **Exhibit C**. If the Guaranteed Commission payable to (i) the Licensor is not reached and the applicable Cross Commission Guarantee has been satisfied, the difference between such Guaranteed Commission and the actual amount of Commissions earned by the Licensor shall be remitted directly to the Licensor, and (ii) the Team is not reached and the applicable Cross Commission Guarantee(s) have been satisfied, the difference between such Guaranteed Commission and the actual amount of Commissions earned by the Team shall be remitted directly to the Team. The same procedure shall be followed for the Guaranteed Commission to the Team, or its designee, to whom the Major League Soccer Guaranteed Commission amount shall be paid, if a Major League Soccer team is established at the Stadium by the Team, or its designee. All such payments shall be made within the payment cycles set forth in this Agreement.

(ii) Commencing on the Effective Date of the Third Amendment and continuing throughout the Extended Term, Contractor will pay commissions to the Licensor and/or the Team, as applicable, equal to a percentage of Gross Sales as set forth in the table in **Exhibit C** entitled "Extended Term Commission Rates and Guaranteed Commissions" (the "**Extended Term Exhibit**"). For the avoidance of doubt, Contractor shall remit directly to the Licensor the Commissions (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantee) as set forth in the Extended Term Exhibit in the "Licensor Event Commission Rate" column for Licensor Events. Contractor shall remit the following Commissions directly to the Team: (1) the Commissions (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantee) as set forth in the Extended Term Exhibit in the "Team Event Commission Rate" column for Team Stadium Events and (2) the incremental Commissions (or, if

applicable, the additional Guaranteed Commissions in accordance with the Cross Commission Guarantee) that are represented by the difference between (a) "Team Event Commission Rate" (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantee) and (b) the "Licensor Event Commission Rate" (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantees) that will be earned by the Licensor, which, by way of clarification, the foregoing difference in percentage accrues to the Team and is applicable to all Licensor Events. The Gross Sale tier levels in the Extended Term Exhibit shall be adjusted annually by the applicable CPI.

17. **Amendment of Exhibit C to the Agreement.** Exhibit C of the Agreement is hereby amended to include the table attached hereto as Attachment A and entitled "Extended Term Commission Rates and Guaranteed Commissions", which information is referred to in this Third Amendment as the "Extended Term Exhibit."

18. **Miscellaneous Provisions.**

a. No Change in Financial Provisions during Extended Term. Except as amended by this Third Amendment, all other financial terms of the Agreement shall remain unchanged during the Extended Term.

b. Ratification. This Third 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 Third Amendment, the provisions of this Third 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.

c. Counterparts/Facsimile. This Third 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 Third 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.

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

[*The remainder of this page is intentionally left blank*]

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

MINNESOTA SPORTS FACILITIES AUTHORITY

By: Michael Vekich
Name: Michael Vekich
Title: Chair

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

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

Signed by:
By: William J Manion
A372479381 49480
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ATTACHMENT A

"Extended Term Commission Rates and Guaranteed Commissions"

EXTENDED TERM COMMISSION RATES AND GUARANTEED COMMISSIONS			
General Concessions	**Team Event Commission Rate**	**General Concessions**	**Licensor Event Commission Rate**
$0 - $18,000,000	53.00%	$0 - $18,000,000	49.00%
$18,000,001 – above	55.00%	$18,000,001 – above	49.00%
Commissions Percentages of Gross Sales (percentage commission increases are on the increment)		Commissions Percentages of Gross Sales (percentage commission increases are on the increment)	
Plaza/Urban Park Concessions Location	**Team Event Commission Rate**	**Plaza/Urban Park Concessions Location**	**Licensor Event Commission Rate**
$0 - $2,400,000	35.00%	$0 - $2,400,000	35.00%
$2,400,001 – above	40.00%	$2,400,001 – above	40.00%
Commissions Percentages of Gross Sales (percentage commission increases are on the increment)		Commissions Percentages of Gross Sales (percentage commission increases are on the increment)	
Contractor is responsible for all costs in connection with the offering of Concessions at the Plaza and Urban Park (subject to agreed upon infrastructure limitations).		Contractor is responsible for all costs in connection with the offering of Concessions at the Plaza and Urban Park (subject to agreed upon infrastructure limitations).	
Club Concessions	**Team Event Commission Rate**	**Club Concessions**	**Licensor Event Commission Rate**
$0 - $2,400,000	40.00%	$0 - $6,000,000	35.00%
$2,400,001 - above	45.00%	$6,000,001 - above	37.50%

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	The Commissions for Club Concessions will be increased by 5 percent (unless otherwise agreed) for Events that are determined in good faith by Contractor, Licensor and Team, as applicable, that offer general concession, or limited, Services for a particular event (i.e., motor Events).			The Commissions for Club Concessions will be increased by 5 percent (unless otherwise agreed) for Events that are determined in good faith by Contractor, Licensor and Team, as applicable, that offer general concession, or limited, Services for a particular event (i.e., motor Events).
Commissions Percentages of Gross Sales (percentage commission increases are on the increment)			Commissions Percentages of Gross Sales (percentage commission increases are on the increment)	
Clubs (All Inclusive Services)	**Team Event Commission Rate**		**Clubs (All Inclusive Services)**	**Licensor Event Commission Rate**
All sales	30.00%		All sales	30.00%
North Red Zone Stands (Sections 105-107; 111-113)	**Team Event Commission Rate**		**North Red Zone Stands (Sections 105-107; 111-113)**	**Licensor Event Commission Rate**
$0 - $18,000,000*	53.00%		$0 - $18,000,000*	49.00%
$18,000,001 – above*	55.00%		$18,000,001 – above*	49.00%
*Aggregated with the "General Concessions" sales revenue.			*Aggregated with the "General Concessions" sales revenue.	
South Red Zone Stands (Sections 126-130; 131-135)	**Team Event Commission Rate**		**South Red Zone Stands (Sections 126-130; 131-135)**	**Licensor Event Commission Rate**

$0 - $2,400,000*	40.00%	$0 - $18,000,000*	49.00%
$2,400,001 - above*	45.00%	$18,000,001 – above*	49.00%
*Aggregated with the "Club Concessions" sales revenue. An annual review of the South Red Zone Stands shall take place and, based on performance, these stands will revert to the General Concessions Commission rate if the Gross Revenue increases to a level exceeding sales of the North Red Zone Stands.		*Aggregated with the "General Concessions" sales revenue.	
Suites	**Team Event Commission Rate**	**Suites**	**Licensor Event Commission Rate**
$0 - $3,500,000	33.00%	$0 - $3,500,000	23.00%
$3,500,001 – above	35.00%	$3,500,001 – above	33.00%
Commissions Percentages of Gross Sales (percentage commission increases are on the increment)		Commissions Percentages of Gross Sales (percentage commission increases are on the increment)	
Restaurants	**Team Event Commission Rate**	**Restaurants**	**Licensor Event Commission Rate**
All sales	30.00%	All sales	30.00%
Catering Sales	**Team Event Commission Rate**	**Catering Sales**	**Licensor Event Commission Rate**
All sales	27.50%	$0 - $1,500,000	23.50%
		$1,500,001 - above	25.00%
		Commissions Percentages of Gross Sales (percentage commission increases are on the increment)	

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Subcontractors (net of amounts paid to Subcontractors)	Team Event Commission Rate	Subcontractors (net of amounts paid to Subcontractors)	Licensor Event Commission Rate
All sales	50.00%	All sales	50.00%
Guaranteed Commission	$8,100,000	**Guaranteed Commission**	$2,430,000
Cross Commission Guarantee	10 NFL Games with 60,000 attendance per game - $8,100,000	**Cross Commission Guarantee**	4 Type 'A' Other Events (Licensor Events) with 40,000 attendance and alcohol sales - $2,430,000