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

This First Amendment (this "Amendment") to the Food and Beverage, Catering, and Concession Agreement is made effective as of October 12, 2018 (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 "Agreement"), under which Contractor is to provide Premium Food and Beverage Operations, Catering Services, and Concession Services at the Stadium. Any defined terms not defined in this Amendment have the meaning given to them in the Agreement.

B. The Parties desire to modify 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.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals, which are hereby incorporated into the Agreement and this 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 Amendment shall have the meanings ascribed thereto in the Agreement.

2. **Amendment to Definitions**.

   a. The following definition is added to Section 1.1 of the Agreement:

   "Additional Smallwares Purchase" shall mean the one-time purchase by the Contractor of $149,000 of additional Smallwares as agreed to by the Parties. For purposes of Section 6.2.4 of the Agreement, the amount subject to amortization shall be $119,200.

   "**Fiscal Year**" shall mean the 12 month period commencing July 1 of each year of the Term."

3. **Amendments to Purchases by the Authority and the Team**.

a. Section 2.7.1 of the Agreement is deleted in its entirety, and replaced with the following:

i. Authority and the Team Purchases. Contractor shall provide the Authority (in accordance with Authority guidelines), the Team, or other third Persons utilizing the Facilities with Services for the benefit of, respectively, the Authority or the Team and their Affiliates, employees or other guests of such Persons, which shall be billed to the Person utilizing such Facilities and Services on a Cost Plus basis, without delivery charge or on a percentage discount from the agreed upon pricing established pursuant to Section 2.5, (the "Purchase/Dining Discount Price"), as agreed to in writing by the Authority, Contractor and Team (the "Retail/Dining Discount Letter"). The foregoing includes, by way of example, Services provided to the Authority, the Team, the owner(s) of the Team, the Team (executive) and press boxes, employee and press dining rooms and other allocated spaces, and official functions of the Authority and the Team.

b. Section 2.7.2 of the Agreement is deleted in its entirety, and replaced with the following:

i. Employee and Press Dining Room(s). Contractor shall operate and provide Refreshments to members of the media, employees of the Authority (in accordance with Authority policy), the Team, and their respective Affiliates, and other business associates in one or more dining rooms designated for such use. Contractor agrees that it shall charge all business use "on account" by the Authority, the Team, and their respective Affiliates. Charges for the Refreshments provided pursuant to this **Section 2.7.2** shall be provided on a Cost Plus basis, without delivery charge or on a percentage discount from the agreed upon pricing established pursuant to Section 2.5, (the "Purchase/Dining Discount Price"), as agreed to in writing by the Authority, Contractor and Team (the "Retail/Dining Discount Letter).

c. The first paragraph of Section 2.7.3 of the Agreement is deleted in its entirety, and replaced with the following:

i. Team Sales Facility Allowance. After opening of the Team sales facility (the preview center to promote sales at the Stadium) until July 31, 2016 (the "Promotion Period"), Contractor shall provide complimentary food and beverage Catering Services at such sales facility in the aggregate amount of up to Forty Thousand Dollars ($40,000) during the Promotion Period, such amount to be

calculated on a Cost Plus basis charge or on a percentage discount from the agreed upon pricing established pursuant to Section 2.5, as agreed to in writing by the Contractor and Team (the "Team Facilities Allowance"). All such Catering Services requested for the Team's sales facility after exhaustion of the Team Facilities Allowance, if any, shall be provided by Contractor and billed in accordance with the procedures below and identify the applicable customer (Team or the Authority).

4. **Amendments to Contractor Investment Allowance and Team Funded Capital Investment Allowance Amortization**.

a. Section 6.2.4 of the Agreement is deleted in its entirety, and replaced with the following:

i. Contractor Investment Allowance and Team Funded Capital Investment Allowance Amortization. If the Term expires or this Agreement is terminated before the completion of the Term, Licensor shall remit to (i) the Contractor the unamortized amount of the Contractor Investment Allowance (limited to the actual Contractor Investment Allowance after exercise, if any, of the Team Funded Capital Investment Allowance), (ii) the Team the unamortized amount of the Team Funded Capital Investment Allowance amount, if any, and (iii) the unamortized balance of the Additional Smallwares Purchase. The Contractor Investment Allowance and the Team Funded Capital Investment Allowance amount, for purposes of the Termination Payment obligations set forth in **Section 11.1.2** of this Agreement, shall be amortized over a period of **One Hundred Twenty (120)** months from the Commencement Date on a straight line basis. The Additional Smallwares Purchase amount subject to this Section 6.2.4 ($119,200) shall be amortized over a period of **Ninety Six (96)** months from July 1, 2018 on a straight line basis.

5. **Amendments to Capital Reserve Fund Budget Timing**.

a. Section 7.1.2 of the Agreement is deleted in its entirety, and replaced with the following:

i. Capital Reserve Fund Budget. Sixty (60) days prior to the first anniversary of the Commencement Date and one hundred and twenty (120) days prior to the beginning of each Agreement Year during the Term thereafter, Contractor shall present to Licensor a budget for expenditures it reasonably proposes to make which shall be charged against the Capital Reserve Fund and Licensor will have the reasonable right to accept or reject any or all items within such budget. To the extent that Licensor rejects any item which

Contractor proposes within the budget submitted to Licensor, Licensor shall be precluded from claiming that Contractor has failed to meet its obligations hereunder with respect to such rejected items. Notwithstanding the foregoing, the Parties agree that the establishment of the budget under this Section shall not preclude the Parties from continued discussions on further budget revisions.

6. **Amendments to Termination Payments**.

a. Section 11.1.2 of the Agreement is deleted in its entirety, and replaced with the following:

i. Termination Payments. If this Agreement expires or is terminated at any time by either Party for any reason, Licensor shall remit to Contractor the sum of (i) the unamortized balance of the Contractor Investment; (ii) any invoices which remain unpaid by Licensor (such amounts collectively being referred to as the "Termination Payment"), and (iii) the unamortized balance of the Additional Smallwares Purchase. The Termination Payment shall be reduced by the amount of any Commissions and other amounts owing to Licensor by Contractor. The payment of the Termination Payment shall not constitute a waiver by Licensor of any remedies otherwise available to Licensor, including but not limited to the right to recover Damages or to seek specific performance.

7. **Amendments to Exhibit C – Commission Rates and Guaranteed Commissions**.

a. Exhibit C of the Agreement is hereby amended by adding the following rows to the end of the table:

"

Red Zones – Team Stadium Events *	Commissions	Commissions	Commissions
• **Hyundai Red Zone Stands**	• Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C	• Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C	• Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C
• **Medtronic Red Zone Stands**	• Shall operate under the "Club	• Shall operate under the "Club	• Shall operate under the "Club Concessions

	Concessions Commissions Tier" as outlined in Exhibit C	Concessions Commissions Tier" as outlined in Exhibit C	Commissions Tier" as outlined in Exhibit C
Red Zones – Authority Events • **Hyundai Red Zone Stands**	Commissions • Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C	Commissions • Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C	Commissions • Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C
• **Medtronic Red Zone Stands**	• Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C	• Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C	• Shall operate under the "Concessions Commissions Tier" as outlined in Exhibit C

"

* The Team and Contractor agree that an annual review of the Medtronic Red Zone Stands shall take place and based on performance, these stands would revert back to the Concessions Commission Tier if the Gross Revenue increases to a level exceeding sales of the Hyundai Red Zone Stands.

8. **Addition to Section II**

a. The following provision is added to Section II of the Agreement as Section 2.12:

i. Chef Partner Royalties. To the extent Contractor sells any chef partner product where said partner and product is paid royalties, those royalties are deducted from the commissions owed. All chef parnter agreements are subject to periodic review by Contractor due to the evolving nature of these agreements, which are more thoroughly described in Schedule 1 to Exhibit C.

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

a. Prior Investments. Notwithstanding anything to the contrary set forth herein, the termination payments and buyback protection provisions (and the remedies in connection therewith) set forth in the Agreement with regard to any prior grants or investments shall continue in full force and effect and shall be unmodified by this Amendment.

b. Ratification. This 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 Amendment, the provisions of this 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 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 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 Amendment represents the entire understanding between the parties as to this 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 Amendment as of the date first written above.

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Name: Michael Vekich
Title: Chair

By: _____
Name: James Farstad
Title: Executive Director

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: _____
Name: Carl M. Mittleman
Title: President
10/30/2018