EXECUTION VERSION

FOOD AND BEVERAGE, CATERING, AND CONCESSION AGREEMENT

by and between

MINNESOTA SPORTS FACILITIES AUTHORITY

and

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

DATED: January 30, 2015

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FOOD AND BEVERAGE, CATERING, AND CONCESSION AGREEMENT

THIS FOOD AND BEVERAGE, CATERING, AND CONCESSION AGREEMENT (the "**Agreement**") is dated as of January 30, 2015, between **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 ("**Contractor**"). (Licensor and Contractor may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".)

RECITALS

A. Pursuant to the Act, Licensor is the owner and operator of the to-be-constructed multipurpose stadium located in downtown Minneapolis, Minnesota (the "**Stadium**"). The Stadium Site (as defined herein) as presently determined is set forth in **Exhibit A**, subject to final revisions of the Stadium Site by the Authority pursuant to the provisions of the Use Agreement (as defined herein).

B. The Stadium has an approximate capacity of 65,000 seats (expandable to 73,000 to host the Super Bowl) for use during all NFL Home Games played by the Team (as defined below), and for other events intended under the Act, such as NCAA basketball, amateur baseball, professional soccer, high school activities, concerts, civic, community and not-for-profit Events, and other Events to be determined.

C. Pursuant to that certain Amended and Restated Stadium Use Agreement dated November 22, 2013 and effective as of October 3, 2013, as amended from time-to-time, by and between Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company, ("**StadCo**") an Affiliate of the franchise owner and operator of the Minnesota Vikings Football, LLC (the "**Team**"), and the Authority (the "**Use Agreement**"), the Team will play its Home Games at and is the primary user of the Stadium.

D. Licensor has the full power and authority to engage and contract with Contractor to provide Premium Food and Beverage Operations, Catering Services, and Concession Services at the Stadium. Unless otherwise specifically set forth in this Agreement, this Agreement does not include services arising in connection with Merchandise and is subject to certain exceptions to Contractor exclusivity with respect to provision of the Services.

E. Licensor desires to grant to Contractor the sole and exclusive right, subject to the exceptions set forth herein, to provide the Services, and Contractor desires to provide such Services, in the Stadium, on the Plaza, and the Urban Park, utilizing the Facilities and such Stadium Infrastructure as designated by the Authority.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing Recitals, each of which is incorporated by reference herein, mutual covenants and contracts hereinafter contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

SECTION I
GENERAL

1.1 Definitions.

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when used in this Agreement, shall have the meanings given to them in this Section.

"**Accounting Period**" shall mean Contractor's monthly fiscal accounting period. There shall be twelve (12) Accounting Periods in any given Agreement Year, subject to an Agreement Year that has been designated as having less than a twelve (12) month period.

"**Act**" shall mean 2012 Minnesota Laws, Chapter 299 enacted by the legislature of the state of Minnesota to establish the Authority and provide for, among other things, the financing, construction and long-term use of the Stadium and the Stadium Site.

"**Additional Insured(s)**" shall have the meaning set forth in **Section 5.1.7(i)**.

"**Additional Team Event**" shall mean Events of or sponsored by the Team held or scheduled under terms and conditions agreed to by the Authority.

"**Advertising**" shall mean, including all derivatives of the word advertising (such as "advertise"), collectively, all advertising, marketing, sponsorship, and similar promotional activity for products, services, ideas, activities, Persons, or any other thing, including such activity displayed, published, broadcast, or shown on, in, or through (i) commercials, messages, announcements, advertisements, and displays of every kind and nature, whether now existing or developed in the future, (ii) permanent, non-permanent, and transitory signage, including electronic insertion and other virtual or projected images, (iii) permanent or non-permanent panels or on structures, fixtures, or equipment (such as on a scoreboard, message board, or a canopy), (iv) audio or video public address systems, (v) event programs, (vi) schedules, admission tickets, and yearbooks, (vii) print, display, electronic, and other media now existing or hereafter developed, (viii) display items worn, affixed upon, or carried by concessionaires or other Stadium-related personnel engaged in the operation of any Stadium Event, (ix) Trademarks, names, slogans or other similar matter affixed upon or included with Merchandise items, (x) promotional sampling and other hand-outs, (xi) special privileges and admissions, and (xii) the exercise of broadcast rights (television, radio and other mediums included in such rights, now existing or hereafter developed), and in the case of any Advertising with or without the exchange of consideration.

"**Affiliate**" of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The terms "controls," "controlled by," or "under common control" mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person without regard, in the case of the Team, to the designation of a Person as the "control person" (or similar designation) for purposes of NFL Rules. For purposes of this agreement, StadCo shall be deemed to be an Affiliate of the Team.

"**Agreement**" shall have the meaning set forth in the preamble to this Agreement.

"**Agreement Year**" shall mean that twelve (12) month period or the portion thereof to be designated as the Agreement Year under this Agreement, which shall be determined in consultation with Contractor and the Licensor.

"**Applicable Law**" shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and Orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Body or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this Agreement or the performance of the obligations of the Parties under this Agreement.

"**Appurtenant Property Rights**" shall mean all air rights, easements and licenses necessary for the efficient operation of the Stadium in a manner consistent with a first-class multipurpose NFL stadium facility, including temporary easements, encroachment easements and permanent easements for utilities, parking, ingress, egress, air and light.

"**Architect**" shall mean HKS, Inc.

"**Authority**" shall mean the Minnesota Sports Facilities Authority, a public body and a political subdivision of the state of Minnesota, who is the Licensor under this Agreement. Whenever the term "Authority" is used within this Agreement, such term is used in the Authority's capacity as the Authority and not as Licensor under this Agreement.

"**Authority Event**" shall mean an event or function at the Stadium, on the Plaza, or the Urban Park that is sponsored or otherwise authorized by the Authority.

"**Authority Surveys**" shall mean the meaning set forth in **Exhibit B, Section B.1.(b)**.

"**Branded Product Charges**" shall mean royalties, franchise, and license fees, and other similar charges, the cost of any equipment required to sell a particular product or all rental payments for vendor-supplied or vendor-required equipment that is paid by Contractor with respect to Branded Products.

"**Branded Products**" shall mean any Refreshments offered for sale and sold from anywhere in the Stadium, on the Plaza, or the Urban Park (i) directly by a non-affiliated third Person subcontractor of Contractor under a trade name or trademark that is franchised or licensed by such subcontractor to others, or used directly by the subcontractor, on a regional or national basis, or (ii) directly by Contractor or a subcontractor under a non-affiliated third Person trade name or trademark pursuant to a franchise or license agreement with such non-affiliated third Person. In the case of (i) or (ii) above, (a) Contractor or its subcontractor shall pay the licensor or franchisor Branded Products Charges for the Branded Product arrangements introduced by Contractor in its proposal (i.e., Andrew Zimmern Canteen and Andrew Zimmern's State Fair Favorites concept), and (b) the payment of all Branded Product Charges for all other Branded Product arrangements (i.e., other than the Branded Product arrangements identified in subclause (a) above) shall be mutually agreed to by Licensor and Contractor. Subject to the prior Consent

of the Authority and the Team all Branded Products to be sold from any Facility, including Concession stands, kiosks and movable locations, shall be identified on **Schedule 1** to **Exhibit C** and the Parties periodically shall revise such **Schedule 1** to reflect changes in the Branded Products that Contractor is permitted to sell from time to time, if at all.

"**Capital Investment Allowance**" shall mean the Option 3 Ten Million Dollars ($10,000,000) investment amount set forth in **Exhibit C** to be provided by the Contractor to the Licensor in accordance with **Section 4.1.1**, subject to reduction in the Capital Investment Allowance amount to be made by Contractor and the increase (generally) of Commissions payable by the Contractor (as described in **Section 4.1.3**)pursuant to the Team selected Option 1 or Option 2 resulting in the Team Funded Capital Investment Allowance described in **Section 4.1.3**.

"**Capital Reserve Fund**" shall have the meaning set forth in **Section 7.1.1**.

"**Catering**" shall mean the availability and provision of Refreshments for pre-arranged functions or Events whereby a Person receives such goods and services in exchange for payment for the function, excluding Concessions and the Premium Food and Beverage Operations. Such functions or events shall include wedding receptions, corporate conferences, events held in tented or party areas, private parties and other such similar functions held on the Stadium Site.

"**Catering Sales**" shall mean Gross Sales from Catering at or in association with Events.

"**Catering Services**" shall mean the goods and services arising from, in connection with, or incident to Catering, including planning, coordination, delivery and execution of pre-arranged Catering functions or events.

"**Claims**" shall mean any claim, demand or dispute relating to or arising in connection with this Agreement or the Use Agreement, including (i) any claim relating to or arising out of the provision of any Services under this Agreement and (ii) any environmental complaint.

"**Commencement Date**" shall be the date on which the first Event is held at or about the Stadium, or such other date as mutually agreed upon by the Parties.

"**Commission(s)**" shall have the meaning set forth in **Section 4.1.2**.

"**Concession(s)**" shall mean Refreshments that are offered for sale from either permanent or portable concession stands or through roving vendors to the attendees at the Stadium, on the Plaza, or the Urban Park, excluding the Premium Food and Beverage Operations and Catering.

"**Concession Facilities**" shall mean all areas of the Stadium, on the Plaza, and the Urban Park where Concession Services take place.

"**Concession Sales**" shall mean all Gross Sales of Concessions at or in association with Authority Events or Team Stadium Events, as applicable, which arise from, in connection with, or incident to this Agreement.

"**Concession Services**" shall mean the goods and services arising from, in connection with or incident to Concessions.

"**Consent**" shall mean (i) with respect to Licensor, the written consent of an authorized representation of Licensor, and (ii) with respect to Contractor, the written consent of its regional manager or an officer of Contractor. To the extent that any Consent to proposed action is required hereunder, the Party whose Consent is sought shall not unreasonably withhold, delay or condition its Consent, and shall give full consideration to the views and financial needs of the other Party and service level standards for other first class multipurpose NFL stadiums of similar age, design and facilities. A Consent shall not be an amendment to this Agreement. Contractor acknowledges and agrees the Licensor's Designee (including the Stadium Manager) shall have no power or authority to amend this Agreement; **provided**, that Contractor may rely upon Licensor's Designee for any Consent required under this Agreement and such Consent shall be binding upon Licensor.

"**Contractor**" shall have the meaning set forth in the preamble to this Agreement.

"**Contractor Improvements**" shall have the meaning set forth in **Section 7.2.1**.

"**Contractor Investment**" shall mean the Capital Investment Allowance and Contractor Improvements. With respect to the Capital Investment Allowance, the Contractor Investment shall be only the amount remitted by Contractor to or on behalf of Licensor consistent with Section 12.8 of the Use Agreement.

"**Corrective Action Plan**" shall mean a plan prepared by Contractor and delivered to the Stadium Manager and the Authority (for approval by the Authority and the Team, as applicable) within fifteen (15) days of notice from the Authority (or the Stadium Manager) to Contractor of a failure to meet or satisfy any Qualitative Performance Measure.

"**Cost**" shall mean and be limited to direct (i) product and supply costs, (ii) personnel and payroll costs (including a standard allocation for fringe benefits) and (iii) allocated insurance charges. To the extent applicable, local discounts, allowances and rebates will be credited against Costs; **provided**, **however**, any national discounts, allowances and rebates received by Contractor related to national contracts or volume purchases shall not reduce Costs (and will be retained by Contractor).

"**Cost Plus**" shall mean Costs plus ten percent (10%).

"**CPI**" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for "All Urban Consumers" in the table entitled "Consumer Price Index: United States City Average", All Items (1982-84=100), or any mutually agreed successor index thereto, for the Agreement Year in question.

"**Cross Commission Guarantee**" shall have the meaning set forth in **Exhibit C.**

"**Damages**" shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"**Design Services**" shall mean the services provided by Contractor and its consultants, architects and other advisors, to actively participate and consult with the Authority and the Team through the SDC Group, and the Architect and other Stadium architects, construction manager and other consultants to the Authority and the Team, with respect to the design, construction and equipping of the Stadium and Stadium Infrastructure, including by participating in Stadium design reviews and related work-streams, attending all conferences and teleconferences with the SDC Group, reviewing, assisting with and commenting on criteria, studies, analyses, reports, drawings and other documents as requested by the SDC Group, assisting in the resolution of any problems that may arise concerning design and equipping of the Facilities and making recommendations regarding the design and location of areas of the Stadium, the Plaza, and the Urban Park for which Services would be provided by Contractor under this Agreement.

"**Designated Commission Option**" shall mean the options labeled as Option 1, Option 2 and Option 3 as set forth on **Exhibit C** that is designated in writing by the Licensor and the Team to the Contractor at any time prior to December 31, 2015, indicating which of the three commission option alternatives the Licensor and Team have selected (either Option 1, Option 2 or Option 3) with regard to the Capital Investment Allowance, Commissions, Guaranteed Commission and other such terms associated with the designated option.

"**Designated Product**" shall mean a requirement of a third Person promoting Authority Events set forth in **Section 2.4.4** that certain designated products must be used or offered for sale by Contractor before, during and after the Authority Event being promoted.

"**Drawings and Specifications**" shall mean the architectural and engineering drawings and specifications for the Stadium Site, as developed and finalized by the Authority and the Team, including (i) the drawings and specifications of the Facilities, and (ii) specifications and cut-sheets for the Licensor Equipment related to Services to be rendered hereunder. The obligations of the Parties with respect to the Drawings and Specifications are set forth in **Section 1.2.4**.

"**Effective Date**" shall be the date upon which this Agreement is executed and delivered by the Parties to the other Party.

"**Equipment**" shall mean all Licensor Equipment, POS Equipment, Smallwares, Promoted Equipment and all other equipment used in connection with the Services with respect to storage, preparation, cooking, serving, holding, transport and sales. Except as specifically set forth in this Agreement, all Equipment hereunder shall be the property of Licensor.

"**Event**" shall mean all sporting, entertainment, and all other functions held at the Stadium, on the Plaza, or the Urban Park which are sponsored by Authority or the Team, or an Affiliate thereof, and/or their respective designees/licensees/promoters to which the general public or a specific subgroup of the general public is entitled to (i) gain admission to the Stadium, or (ii) gain admission to certain areas and/or facilities within the Stadium Site.

"**Existing Stadium**" shall mean the Mall of America Field Hubert H. Humphrey Metrodome located in the City of Minneapolis, Minnesota.

"**Facilities**" shall mean the present and future Premium Food and Beverage Facilities, Concession Facilities, and any Stadium, Plaza, and Urban Park location (in or immediately outside the Stadium) at which Catering Services are prepared and/or delivered, including Mobile Stands and any tented area or party area. The foregoing may include, depending on the context of use, Refreshment Service Facilities.

"**Football Season**" shall mean the period beginning on the date of the first to occur of the Team's first regular season or pre-season exhibition Home Games at the Stadium, which game would currently occur in August or September of the applicable calendar year, and ending on the day of the Team's last Home Game at the Stadium (including post-season play, if any) of that Football Season.

"**Future Commissions**" shall have the meaning set forth in **Section 11.1.3**.

"**Governmental Body**" or "**Governmental Bodies**" shall have the meaning set forth in **Section 12.1**.

"**Gross Sales**" shall mean the total amount of money and other sales consideration received or charged by Contractor, its agents, subcontractors and employees for all items sold and Services provided which arise from, in connection with, or incident to, without limitation, Concessions, Premium Food and Beverage Operations and Catering under or pursuant to this Agreement, less only (i) retail Sales Taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) Service Charges up to a maximum of fifteen percent (15%) and only to the extent that such Service Charges are in fact remitted to employees of Contractor, (iii) Refreshments consumed by Licensor, the Authority (if the Authority is not the Licensor) or the Team at a reduced price or without charge, (iv) amounts retained by a subcontractor, (v) credit card transaction fees incurred by Contractor with respect to items sold and Services provided, (vi) Refreshments consumed by on-duty personnel of Contractor without charge (or at a reduced price) to such personnel, and (vii) receipts from the sale of flowers, and from the rental of furniture, equipment, linens, china, cutlery and decorations, to the extent such receipts are reimbursements for Contractor's out-of-pocket costs for such items, with no additional charge added.

"**Guaranteed Commission**" shall have the meaning set forth in **Exhibit C**, as such Guaranteed Commission is further defined with respect to the Cross Commission Guarantees in **Exhibit C** and further clarified in **Article IV**.

"**Home Game**" shall mean a National Football League sanctioned and scheduled football game held at the Stadium at which the Team acts as the host team at the Stadium for its opponent. By way of clarification, any international football game that is sanctioned by the NFL as a Home Game shall be deemed a Home Game under this Agreement.

"**Injunction**" shall mean any and all writs, rulings, awards, directives, injunctions (whether temporary, preliminary or permanent), judgments, decrees or other Orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Body or arbitrator.

"**Interest Rate**" shall mean the sum of (i) one percentage point, and (ii) the published prime rate charged by US Bank, National Association, such rate to be adjusted at the end of each calendar quarter. In the absence of US Bank, National Association publishing such rate, the rate shall be the rate of "prime" published in The Wall Street Journal under a heading presently entitled "Money Rates", such rate to be adjusted as the end of each calendar quarter.

"**Leasehold Improvements**" shall mean all leasehold improvements now or hereafter constructed for the Facilities including but not limited to, as applicable: all demising walls, doors, lock sets and doorways; flooring, floor finishes and coverings; walls and wall finishes and coverings; dropped ceiling grids and tiles, soffits, roll down security grills and security enclosure gates; lighting; all exterior and interior finishes; front, back and condiment counters; cash wraps and associated cases; display lighting; all bar and bar dyes and mill work; signage and graphics; all Utility Systems for the Facilities; and Contractor Improvements. All Leasehold Improvements are and shall be the property of Licensor.

"**License**" shall have the meaning set forth in **Section 1.2.1**.

"**Licensor**" shall have the meaning set forth in the preamble to this Agreement, and "Licensor" shall mean the Authority (or its designee) or an assignee or other successor of the Authority, who is the Person that is the holder of exclusive rights to grant to others the right to conduct the Services at the Stadium Site.

"**Licensor Equipment**" shall mean all equipment at the Stadium, on the Plaza, or the Urban Park to be used by Contractor hereunder to the extent purchase or supplied by Licensor for receiving, storing, holding, selling, and/or vending Refreshments; for preparing, cooking, and serving Refreshments; warewashing equipment; all inventory control security and surveillance equipment; telephones and telecommunications equipment; menu boards and signage; lifts, loaders, transports; all bar and beverage equipment; all refrigeration equipment, coolers and walk-ins; all Mobile Stands; and all POS Equipment, as more specifically described in the Drawings and Specifications and/or on **Exhibit D**. Office Equipment is specifically excluded from this definition, unless any Office Equipment was purchased or supplied by Licensor. If Office Equipment was purchased or supplied by Licensor, it shall be Licensor Equipment and Contractor shall have no claim to such Office Equipment.

"**Licensor's Designee**" shall mean the Person(s) named by Licensor as its contract administrator/liaison for this Agreement. The use of the term "Licensor" shall also refer to the Licensor's Designee in the operation and interpretation of this Agreement. The "Licensor's Designee" may also refer to the Stadium Manager.

"**Manager Customer Satisfaction Survey**" shall have the meaning as set forth in **Exhibit B**, **Section B.1.(a)**.

"**MBE/WBE/DBE**" shall mean those Persons that qualify as minority business enterprises, women owned business enterprises and disadvantaged business enterprises under Applicable Law.

"**Merchandise**" shall mean novelties, souvenirs, memorabilia, scorecards, publications, programs, apparel, and other similar (non-food or beverage) items that are associated with and/or offered for sale at the games and Events at or about the Stadium.

"**Mobile Stands**" shall mean all portable Concession stands and bars, carts and kiosks used for Concession Sales of Refreshments.

"**National Football League Club(s)**" means any National Football League member club that is entitled to the benefits, and bound by the terms, of the National Football League Constitution and Bylaws.

"**NFL**" or "**National Football League**" shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, the National Football League Clubs, the NFL owners, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional football in a manner comparable to the National Football League.

"**NFL Entities**" means each of the Office of the Commissioner of the NFL, the National Football League, the National Football League Clubs, and/or any of their respective present or future Affiliates, successors or assigns.

"**NFL Rules**" means the terms and provisions of the constitution; bylaws; rules, regulations, and policies of the NFL and the resolutions of its governing bodies; collective bargaining agreements to which the NFL or any National Football League Club is a party; all consent decrees and settlement agreements entered into between or among the NFL and its National Football League Clubs (or the NFL, any National Football League Club and/or other Persons) in furtherance of NFL business or interests or as otherwise authorized directly or indirectly by the NFL governing bodies, the NFL Commissioner, or the NFL Constitution; and any national network agreements between the NFL and third parties, as now or hereafter in effect from time to time during the Term.

"**Occupancy Taxes**" shall mean any tax on rental payments or an ad valorem tax imposed assessed or levied by the State of Minnesota, the City of Minneapolis, Minnesota or Hennepin County, Minnesota (or any taxing jurisdiction that is a subdivision of the foregoing) on or with respect to Contractor's rights and interests created by this Agreement including, but not limited to, Contractor's rights of occupancy and use of the Facilities including, but not limited to, all possessory interest taxes.

"**Office Equipment**" shall mean office and cash room furniture, personal computers and peripherals, and time clocks belonging to Contractor; **provided**, **however**, if any Office Equipment was purchased or supplied by Licensor, it shall be deemed to be Licensor Equipment hereunder.

"**Order**" shall mean any judgment, award, decision, consent decree, Injunction, ruling, writ or order of any Governmental Body or arbitrator that is binding on any Person or its property under Applicable Law.

"**Other Events**" shall have the meaning set forth in **Exhibit C**.

"**Party**" or "**Parties**" shall have the meaning set forth in the preamble to this Agreement.

"**Person**" shall mean any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, Governmental Body or other Person with legal constitution under Applicable Laws.

"**Plaza**" shall mean the open air portion of the Stadium Infrastructure immediately adjacent to the Stadium and included in the Stadium Site, but shall not include any light rail lines or other rail lines, stations, circulation buildings, platforms, tracks and other related facilities.

"**POS**" shall mean "point of sale."

"**POS Equipment**" shall mean all POS equipment and systems, registers, cash drawers and related computer hardware, peripherals and software.

"**Premium Food and Beverage Facilities**" shall mean the areas of the Stadium, the Plaza, and the Urban Park, wherever located, where Premium Food and Beverage Operations are rendered.

"**Premium Food and Beverage Operations**" shall mean the goods and services associated with Refreshments that are sold in areas of the Stadium, the Plaza, and the Urban Park that are not accessible to all patrons of the Stadium, the Plaza, and the Urban Park, such as the private suites, private member restaurant and lounge facilities, exclusive clubs, premium seating areas and other areas of the Stadium, the Plaza, and the Urban Park with restricted patron access, excluding Concessions and Catering.

"**Premium Food and Beverage Sales**" shall mean Gross Sales from Premium Food and Beverage Operations.

"**Project**" shall mean the design, development, and construction of the Stadium and the Stadium Infrastructure.

"**Promoted Equipment**" shall mean equipment provided by a supplier or distributor to be used in connection with the sale of a specific product at no cost to Contractor or Licensor.

"**Promotion Period**" shall have the meaning set forth in **Section 2.7.3.**

"**Qualitative Performance Measures**" shall have the meaning set forth in **Exhibit B, Section B**.

"**Refreshment Service Facilities**" shall mean all areas of the Stadium, the Plaza, and the Urban Park where Refreshment service or distribution takes place, including all fixed and Mobile Stands, plus any adjacent area within a fifteen (15) foot radius. The Refreshment Service Facilities shall include condiment tables and dispensing areas.

"**Refreshments**" shall mean all food and all alcohol and non-alcohol beverage products sold and/or distributed at the Stadium, the Plaza, and the Urban Park including, but not limited to, meals, snacks, confections, candies and all other food products.

"**Sales Taxes**" shall mean tax on sales, excise taxes or value-added taxes, assessed against Contractor's Gross Sales and payable by Contractor.

"**SDC Group**" shall mean the stadium design and construction group formed by the Team and the Authority in accordance with the Act.

"**Service Charges**" shall mean the amount reflected as an "administrative charge" or "service charge" or "gratuity" charged by Contractor on invoices for Catering Sales and Premium Food and Beverage Sales for the agreed-upon clubs and lounges, restaurants and the luxury suites rendered at the Stadium, the Plaza, and the Urban Park, including the sale of Refreshments, Catering Sales, and Premium Food and Beverage Sales. Subject to the terms of any applicable collected bargaining agreement or similar agreement, an amount equal to a certain portion of Service Charges may be paid to service employees as additional wages. Service Charges shall be in a mutually agreed amount, charged by Contractor on invoices described above, and shall not exceed eighteen percent (18%) of the amount charged on invoice for such sales.

"**Services**" shall mean Premium Food and Beverage Operations, Catering Services, Concession Services, and other activities of Contractor pursuant to this Agreement. The rendering of Services hereunder contemplates the right of Contractor to prepare, present, sell and dispense Refreshments (i) from and at the Facilities and Mobile Stands, and (ii) through roving vendors and hawkers.

"**Site Plan**" shall mean the site plan of the Stadium Site attached hereto in **Exhibit A** under "Description of the Stadium and Site Plan."

"**Smallwares**" shall mean and include, without limitation, linens, removable serving Equipment, including dishware, china, glassware, flatware, serving bowls, bar utensils, pots, pans, chafing dishes, kitchen tools of the trade, tabletop appliances, table skirting, and other movable storage items.

"**StadCo**" shall have the meaning set forth in the Recitals to this Agreement.

"**Stadium**" shall have the meaning set forth in the Recitals to this Agreement.

"**Stadium Infrastructure**" shall mean the Plaza, parking structures, rights-of-way, connectors, skyways and tunnels, and all other property, facilities, and improvements, owned by Licensor or determined by Licensor to facilitate the use and operation of the Stadium.

"**Stadium Manager**" shall mean that Person with whom the Authority, in the manner provided in the Use Agreement, has contracted with to, among other things, manage, operate, maintain and market the Stadium Site as an independent contractor of the Authority with respect to the day-to-day operations of the Stadium Site.

"**Stadium Site**" shall mean the real property, rights, easements, and access areas associated with the Site Plan and includes the site of the Stadium and Stadium Infrastructure.

"**Standards of Performance**" shall have the meaning set forth in **Section 1.2.3** and **Exhibit B, Section A**.

"**Standards of Performance and Qualitative Performance Measures**" shall have the meaning set forth in **Section 1.2.3** and shall be set forth as **Exhibit B**.

"**Subcontractor**" shall, for the purposes of **Exhibit C**, mean a vendor entering into an agreement with Contractor to provide certain Services where such vendor is sharing revenues with Contractor. Any agreement between Contractor and a Subcontractor shall require the prior approval of Licensor and the Team.

"**Successor Licensor**" shall have the meaning set forth in **Section 14.7.3**.

"**Team**" shall have the meaning set forth in the Recitals to this Agreement. "Team" shall also mean either the Team or StadCo, or both, as dictated by the context in which either or both of the terms used herein. The Parties shall give this definition the broadest possible context to enable either the Team or StadCo to be deemed the Person in interest with respect to the subject matter in which such term or terms are used.

"**Team Events**" shall mean up to ten (10) annual Event dates per year of the Team, in addition to the Team Games that are directly related to the football operations of the Team or the marketing or promotion of the Team by the Team, or such other Events held by the Team at or about the Stadium pursuant to the Use Agreement.

"**Team Facilities Allowance**" shall have the meaning set forth in **Section 2.7.3.**

"**Team Funded Capital Investment Allowance**" shall have the meaning set forth in **Section 4.1.3**.

"**Team Games**" shall mean, during each Football Season, the Team's Home Games and, if applicable, NFL championship games, and including exhibitions, performances and other entertainment activities arranged by the Team and/or the NFL in connection with such games.

"**Team Professional Soccer Games**" shall mean professional soccer games played at the Stadium by a Team owned professional soccer franchise.

"**Team Stadium Events**" shall mean, collectively, Team Games, Team Events, Additional Team Events, and Team Professional Soccer Games.

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

"**Termination Payment**" shall have the meaning set forth in **Section 11.1.2**.

"**Type 'A' Other Events**" shall have the meaning set forth in **Exhibit C.**

"**Urban Park**" shall mean area as more fully described in the Urban Park Use Agreement dated February 10, 2014. For purposes of this Agreement and Contractor's right to provide Services hereunder, "Urban Park" shall mean only those Events for which the Authority or the Team have the right to schedule those Events without the requirement of having to (i) request the use of the Urban Park (other than schedule dates), or (ii) pay a fee in excess of the consideration set forth in the Urban Park Use Agreement for use of the Urban Park for other events that are scheduled by either the Authority or the Team.

"**Urban Park Use Agreement**" shall mean the agreement between Ryan Companies US, Inc., a Minnesota corporation and Authority dated February 10, 2014.

"**Use Agreement**" shall have the meaning set forth in the Recitals.

"**Utility Services**" shall mean the use of the Utility Systems for their intended purpose.

"**Utility Systems**" shall mean (i) water fit for human consumption, sewage (including permits, fees and tap fees), gas, plumbing and general lighting, (ii) electrical service, sprinkler and fire safety, telephone and telecommunication and security facilities (but not including telephone or telecommunications equipment), (iii) piping (including drains and grease traps for sewage and all lines, drops and heads for sprinklers), ductwork, grease extraction ductwork, conduit, wiring (including all electrical panel boards and transformers), outlets and connections and mechanicals (as applicable), (iv) heating, ventilating, and air conditioning equipment and associated ductwork, fans and electrical components, (v) elevators and escalators, and (vi) all alcohol and non-alcohol beverage conduit and all chases and drains, and electrical lines related thereto.

"**Voice of the Fan Survey**" shall have the meaning set forth in **Exhibit B, Section B.1.(d)**.

1.2 Grant/Scope of License, Service Standard and Drawings and Specifications.

1.2.1 Grant of License Rights. Effective on the Commencement Date, Licensor hereby grants Contractor the sole and exclusive right to render the Services at the Stadium, on the Plaza, and at the Urban Park for the Term (as defined below), including in those areas outside of the Stadium designated by the Authority (or the Team, with respect to (i) Team Events in areas of the Stadium Infrastructure and (ii) in the Urban Park, in each case, where Contractor does not have exclusivity under this Agreement), except as limited by other provisions of this Agreement, including **Sections 2.1** and **2.3** hereof (the "**License**"). The Licensor shall also grant Contractor the sole and exclusive right to render the Services on the Urban Park for Authority Events and Team Events that utilize the Urban Park in accordance with the Urban Park Use Agreement. It is understood, acknowledged and agreed by Contractor that this Agreement is not, and shall not be construed to be, a lease of real estate or any personal property and Contractor shall be estopped from asserting any such lease or leasehold interest arising from this Agreement.

1.2.2 Scope of License. The License granted under **Section 1.2.1** above includes (i) exclusive use by Contractor for Services to all present and future Facilities

located in the Stadium, on the Plaza, and at the Urban Park, if applicable, use of associated Licensor Equipment (as defined in **Section 6.1.1**) for the Term, and (ii) the non-exclusive right of Contractor to use all common areas of the Stadium Site solely for the purposes provided herein. The rights of Contractor are, however, limited by other provisions of this Agreement, including the provisions of **Sections 2.1** and **2.2** hereof. The License granted hereunder shall not be deemed to provide Contractor the right to exclude Licensor from any area of the Stadium Site.

1.2.3 Contractor Standard of Performance and General Policy. Contractor acknowledges that it is Licensor's intent that the Services to be provided by Contractor under this Agreement shall be of the highest quality reasonably attainable so as to promote and enhance the operation of the Stadium, the Plaza, and the Urban Park, as applicable. Accordingly, Contractor agrees to provide the Services for the benefit of Licensor and the Team in accordance with the Standards of Performance and Qualitative Performance Measures which have been agreed to by the Parties and attached hereto as **Exhibit B** (the "**Standards of Performance and Qualitative Performance Measures**") and as otherwise set forth in this Agreement. Any changes, amendments or modifications to the Standards of Performance and Qualitative Performance Measures shall be made in writing only with the prior concurrence of Licensor and Contractor and in accordance with the Use Agreement. Accordingly, as a matter of general policy:

(i) all Refreshments sold, dispensed or kept for sale by Contractor shall be of the highest quality consistent with the standards of **Section 2.4.1** hereof and shall conform in all respects to all Applicable Laws;

(ii) consistent with the terms of **Section 2.5** hereof, prices charged by Contractor generally shall be reasonably commensurate with those charged for similar products and services at comparable multipurpose sports facilities in markets of similar size;

(iii) Contractor's employees shall be neat and clean in appearance and shall be courteous toward the patrons, the public, Licensor's employees, employees of the Team, and their fellow employees;

(iv) Contractor's operations shall at all times be conducted in a clean and sanitary manner; and

(v) Contractor and its agents, employees, and representatives shall conduct operations at the Stadium so as to promote Licensor's business, promote the Team's business, enhance the appeal of the Stadium to patrons, and assist Licensor and the Team in creating an atmosphere that is inviting to patrons.

1.2.4 Drawings and Specifications. As of the Effective Date, the Drawings and Specifications are based on the schematic design documents produced by the Architect, copies of which have been provided to Contractor. Contractor has reviewed the current Drawings and Specifications and agrees that the Facilities as depicted thereon are adequate for its provision of the Services, subject to the Parties compliance with this

Agreement. The Parties acknowledge and agree that notwithstanding that the Drawings and Specifications will undergo extensive revisions between the Effective Date and the Commencement Date, as long as Contractor provides Design Services in accordance with **Section 1.3.3** and Licensor and Contractor work cooperatively and constructively on finalizing the Drawings and Specifications with respect to the placement, capabilities and capacity of the Facilities, then the final Drawings and Specifications and the final construction of the Facilities will be adequate for the provision of the Services.

1.3 Term of Agreement and Commencement of Work.

1.3.1 Term of Agreement. The term of this Agreement (the "**Term**") shall be in effect upon the Effective Date and shall remain in effect thereafter until **ten (10)** years following the Commencement Date, unless terminated sooner pursuant to the terms hereof; **provided**, **however**, that if the Term of this Agreement would end during any Football Season, including post-season play, the Term of this Agreement shall not expire until the end of such Football Season. On a one-time basis, the Term of this Agreement shall be automatically extended for one (1) additional year if less than nine (9) Home Games are played at the Stadium during any Football Season; **provided**, by way of clarification, that no more than one (1) additional year shall be added to the Term of this Agreement; and **provided further**, that international games played by the Team that are designated to be Home Games by the NFL shall not be counted toward such unplayed Home Games.

1.3.2 Work Prior to the Commencement Date. For purposes of planning, Contractor shall be available to begin work immediately upon selection by Licensor on and continuously after the Effective Date. Contractor shall immediately begin cooperatively planning with Licensor and the Team to ensure completion of all design, planning, coordination, hiring and management of and for the Services to be provided hereunder and for the fulfillment of all of the obligations of Contractor hereunder.

1.3.3 Project Design Participation. Contractor is experienced and knowledgeable with respect to Design Services and design of facilities for multipurpose stadiums, including those constructed for an NFL team as the primary tenant of the Stadium. Contractor has provided a detailed qualification description of its Design Services capabilities and has identified its prior stadium design experience and its qualified design, planning, construction and operations personnel that would be assigned to participate in the design and planning of all Facilities within the Stadium. Immediately following the Effective Date, Contractor will provide Design Services, including review and comment upon Drawings and Specifications, and participation in the evaluation of alternative systems, in coordination with the SDC Group, the Architect, the construction manager and other relevant consultants to the Project. Contractor's Design Services personnel shall be available on a daily basis to assist, in person or telephonically, in the Design Services to be provided by Contractor with respect to the Project. Contractor will provide Design Services pursuant to this Agreement. Contractor's Design Services personnel will attend meetings as required by Licensor to assist in the preparation for the opening of the Stadium, Stadium Infrastructure and the Stadium Site. Licensor shall use best reasonable commercial efforts to provide Contractor with reasonable advance notice

of any such meetings. The Services required of Contractor shall include, but not be limited to, assisting Licensor's planning team in the (i) design and footprint of the Facilities and Services during the Stadium planning, design, construction and pre-opening phases, and (ii) participating in and planning detailed operational procedures, policies, staffing, etc. for the Services to be rendered by Contractor. Contractor shall not charge, and shall not have the right to charge, Licensor for any Design Services rendered hereunder unless the actual cost (without markup or premium) of such Design Services exceeds Two Hundred Thousand Dollars ($200,000), and then only for Design Service charges exceeding such amount; **provided**, **however**, that any Design Services and charges in excess of such Two Hundred Thousand Dollars ($200,000) related thereto shall not be rendered unless and until the Parties have entered into an agreement with respect to such additional Design Services.

1.4 Operations.

1.4.1 Licensor Responsibilities for Operation. Consistent with **Sections 1.2.1** and **1.2.2**, Licensor will furnish to Contractor during the Term of this Agreement, and for a reasonable time period prior to the Commencement Date:

(i) the Refreshment Service Facilities, and Concession Facilities, including pantry areas, kitchens and Concession stands consistent with the Drawings and Specifications,

(ii) such space for Contractor's office, administration and record keeping purposes during the Term of this Agreement as Licensor and Contractor mutually deem reasonable and appropriate to enable Contractor to fulfill its obligations hereunder, consistent with the Drawings and Specifications. Use of this space for purposes other than for Service operations pursuant to this Agreement, without prior Consent of Licensor, is prohibited,

(iii) Utility Systems and Utility Services necessary and adequate for operation of the Facilities, Licensor Equipment, certain Office Equipment and Smallwares used by Contractor (See **Section 1.4.2** regarding payment responsibility):

(A) during and in connection with Team Stadium Events and Authority Events, including, but not limited to, all set-up and post-Event requirements;

(B) during and in connection with other Events scheduled directly or indirectly by Licensor at the Stadium, on the Plaza, or the Urban Park; and

(C) Contractor's use of its designated office, administrative and storage space at the Stadium in connection with the foregoing.

(iv) Licensor shall provide Contractor with projected and actual turnstile attendance numbers. Contractor acknowledges that projected attendance

numbers are only "estimates" and that Licensor shall not be responsible for any variance between projected attendance and the actual attendance for any Event.

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 for electrical Equipment 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;

(ii) furnish at its own expense all common and skilled labor for the setting up and dismantling or moving of Mobile Stands or temporary Facilities used in connection with the Services in such locations as may be required by Licensor. In addition, Contractor shall store portable or temporary product stands in mutually agreed upon locations in a manner that is approved by Licensor and that does not interfere with the operation, cleaning, maintenance or appearance of the Stadium. Licensor shall be responsible for providing to Contractor the necessary water and drain lines, if required for the efficient operation of Mobile Stands and temporary Facilities that are agreed to under **Section 1.4.3**;

(iii) ensure that at all Events it has sufficient Facilities open and vendors and other staff available to provide the Services in accordance with the Standards of Performance. Items to be sold, staffing levels and operating hours for Events shall be in accordance with **Section 1.5** below. The Standards of Performance and Qualitative Performance Measures for such standards have been agreed to by the Parties and attached hereto as **Exhibit B**, and amended from time to time by the mutual agreement of the Parties and the Team;

(iv) render Services to the public in a dignified manner and no offensive or aggressive pressure, coercion or persuasion shall be used by Contractor in an attempt to influence the public to use the Services of Contractor; **provided**, **however**, Contractor will engage in selling activities which are customary and ordinary in the industry. All Services shall be conducted and operated under the supervision of Contractor, but shall in no way interfere with the orderly operation of any Event. Contractor acknowledges that Licensor expects Contractor's employees to circulate throughout the Stadium in connection with the Services as directed by Licensor. Neither Contractor nor its employees shall distribute or display any campaign or political literature or any commercial solicitation literature of any kind at any time in the Stadium;

(v) cooperate with Licensor in conducting its operations to conform to the Leadership in Energy and Environmental Design Green Building Rating

System™ for the Stadium in all aspects of such operation, including trash recycling, energy conservation, use of biodegradable service wares (to the extent commercially reasonable and compatible with the quality of Services to be provided hereunder), use of sustainable agricultural products, and solid waste reduction programs;

(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.

1.4.3 Locations of Mobile Stands and Storage. Location of all Mobile Stands and auxiliary storage space required by Contractor shall be approved by Licensor. Contractor shall not relocate any Mobile Stands without the prior Consent of Licensor. Licensor may require that Contractor remove Equipment from auxiliary storage space on a temporary basis and Licensor shall provide to Contractor reasonably accessible and suitable substitute storage space in the event of such temporary relocation. Contractor shall acquire no rights to such locations once assigned, and Licensor reserves the right to require Contractor to move Mobile Stands and associated equipment and to relocate items from any location and from any auxiliary storage spaces when other Events require their use.

1.4.4 Sampling Allowed. Contractor agrees that nothing in this Agreement shall be construed to prohibit Licensor or the Team or a designee of Licensor or the Team from dispensing on the Stadium Site an Event sample-sized products of food and non-alcohol beverage items related to promotional activities which take place at the Stadium Site which are not intended by Licensor to be competitive with the Services provided by Contractor.

1.4.5 On-Site Preparation. To the extent mutually agreed to be required for a particular food item, all food items provided by Contractor as part of its Services shall be cooked and prepared at the Stadium, with the exception of baked goods, pre-cooked and packaged goods and standard canned and packaged items. Any proposed deviation from this requirement must be approved in advance in writing by Licensor. Unless otherwise agreed by the Parties, all food in connection with the Premium Food and Beverage Operations and Catering Services shall be cooked and prepared by the chef or the chef's staff at the Stadium.

1.4.6 Responsibility for Goods and Equipment. Licensor shall not be responsible for any goods or equipment owned or leased by Contractor and used, maintained or stored at the Stadium, nor will it be responsible for Damage resulting from a power failure, flood, fire, explosion, vandalism and/or any other causes beyond its

reasonable control, except to the extent solely caused by the gross negligence or willful misconduct of Licensor, its employees, agents or contractors.

1.4.7 Vending Machines. Vending machines shall not be used, except with the prior Consent of Licensor; **however**, Licensor may require Contractor, either directly or by subcontract, to provide vending machines. If Contractor desires to utilize vending machines, Contractor shall submit to Licensor its proposal in writing concerning items to be sold, suggested prices, Commissions to be paid to Licensor, type and style of machines and recommended locations, all of which shall be subject to the prior Consent of Licensor. Licensor reserves the right to determine, in its sole discretion, the number of vending machines, the location of vending machines and the products sold from vending machines.

1.4.8 Prohibited Vendor Practice. Contractor will not permit any of its employees (with the exception of roving vendors, carts (if any), and waiters and waitresses in private club areas) to make change from boxes, containers, or from pockets of clothing. No exchange of cash will be permitted for any credit card transactions.

1.4.9 Promoted Equipment. Contractor shall be entitled to use Promoted Equipment to effect sales of specific products with the prior Consent of Licensor.

1.4.10 Cash Movement Security. Licensor shall provide general security service at the Stadium Site. However, Contractor shall be solely responsible for any and all security for safeguard and movement of its monies within, to and from the Stadium Site, and Licensor personnel shall not in any manner be utilized for such security purposes.

1.5 Hours of Operation.

1.5.1 Service Hours. Contractor shall provide the Services during each Event held at the Stadium. Unless otherwise set forth in this Agreement, including the Standards of Performance, such Services shall generally commence (i) inside the Stadium at the opening of the turnstile gates to the public for entry to the Stadium prior to each Event and shall remain in operation through each Event, and (ii) outside the Stadium, on the Plaza, or the Urban Park at least one (1) hour prior to opening of the turnstile gates; **provided**, **however**, such commencement may be reasonably adjusted with the Consent of Licensor subject to customer demand. Contractor shall have the right to request Consent from Licensor to close down designated points of sale in response to operating conditions such as levels of customer attendance and weather conditions provided that Contractor demonstrates it will continue to provide adequate coverage at its remaining points of sale to reasonably meet customer demand following changes in such operating conditions. Prior to each Event, Licensor shall provide Contractor with sufficient information regarding anticipated attendance at the Event (including information as to the distribution of patrons throughout the seating areas of the Stadium) to enable Contractor to meet its staffing obligations. Licensor shall notify Contractor of cancellation of previously scheduled Events to which due notice has been given Licensor, but Licensor shall incur no liability for failure to deliver notice of cancellation when due

notice has not been given to Licensor. Further, nothing contained herein shall be interpreted to limit Contractor in taking the initiative to obtain Event information from Licensor in a timely manner.

1.5.2 No Operations. The Services shall not be in operation when there are no Events, except as may be approved or requested by Licensor.

1.6 Access.

1.6.1 Contractor Access. Contractor and its employees shall be entitled to enter upon and remain in the Stadium with access at designated areas for work purposes only (i) during Events in the Stadium and for a reasonable time prior to and subsequent to Events in connection with the Services, and (ii) for the purpose of exercising the administrative and office rights and privileges described herein. Contractor shall have the right to reasonable access to Contractor's designated office areas for the conduct of normal business activities associated with this Agreement.

1.6.2 Licensor Right of Entry. Representatives of Licensor shall have the right to enter upon and have access to all Facilities in the Stadium at all times for inspection, repair, maintenance and other proper purposes.

1.6.3 Licensor Use of Stadium. Nothing herein contained shall be held to limit or qualify the right of Licensor to free and unobstructed use, occupation and control of the Stadium Site and ingress and egress for itself, its patrons and the public.

1.7 Subcontractors.

1.7.1 No Right to Subcontract. No Services to be provided under this Agreement will be subcontracted by Contractor without the prior Consent of Licensor of each proposed subcontractor. Licensor may withhold or condition its Consent for any reason or no reason. If any Services are subcontracted, Licensor shall be entitled to consider Contractor to be the sole contact responsible for the Services it or its agents provide, and Contractor shall be liable for Services to be provided by any subcontractor.

1.7.2 Removal of Subcontractor. Licensor reserves the right to remove any subcontractor from the Stadium Site whose background, performance and/or general methodologies are deemed by Licensor not to be in the best interests of the overall operation of the Stadium and the provision of Services. Contractor will include in any subcontract an express provision that the subcontractor is subject to all of the terms and provisions of this Agreement including, but not limited to an acknowledgement of Licensor's right to remove any subcontractor pursuant to this **Section 1.7.2**.

1.7.3 Subcontracting Procedures and Rules. Subject to obtaining the prior Consent of Licensor, Contractor may adopt a program to enter into subcontract arrangements with various local community service clubs and other non-profit organizations which will be allowed to staff certain Facility locations in the Stadium, on the Plaza, or in the Urban Park. Contractor will ensure that any representatives of such clubs and organizations will be suitably uniformed and properly trained and supervised in

accordance with the requirements otherwise imposed hereunder on Contractor with regard to its employees. Contractor shall indemnify and hold Licensor harmless from and against any and all Claims, losses, Damages, injuries or liabilities of any kind whatsoever, which may arise from or be asserted by such third-party groups and organizations in connection with their performance of Services. Contractor shall obtain the prior written Consent of Licensor with respect to each charitable organization to be utilized by Contractor at the Stadium, on the Plaza, or on the Urban Park.

1.7.4 Affirmation Action, Charitable Organizations and Minnesota-Based Organizations. Contractor shall use best efforts, which are financially feasible, to meet certain aspirational objectives established by the Authority, in consultation with the Contractor, with regard to (i) utilization of qualified MBE/WBE/DBE Persons for participation as personnel or subcontractors in connection with the Services, (ii) engagement and utilization of local charitable organizations to perform certain of the Services to be rendered pursuant to this Agreement, and (iii) utilization of Minnesota-based subcontractors, vendors and suppliers.

1.7.5 Compliance with Act – Vendor Employment. In accordance with Minnesota Statutes 473J.12, Subd. 2, the Licensor and the Team are required to give food, beverage, retail, and concession workers presently employed by both the Authority and the Team or their respective vendors at the Existing Stadium the opportunity to continue their employment in comparable positions at the Stadium. Contractor shall comply with this statutory requirement with respect to its employment of workers hereunder. Contractor acknowledges and agrees that workers who are presently represented under a collective bargaining agreement may seek to continue such representation in the new Stadium and designate such, or another collective bargaining unit, as their representative.

1.7.6 Subcontractor Preferences. To the extent that Contractor subcontracts Services under this Agreement, Contractor shall use best reasonable commercial efforts in compliance with Applicable Laws to contract with small local businesses and MBE/WBE/DBE Persons.

1.8 Compliance with Applicable Laws and Use Agreement.

1.8.1 Applicable Law. Contractor, its officers, agents, servants, employees, licensees, and any other Persons over which any of the foregoing has control or right of control shall comply with all present and future Applicable Laws affecting directly or indirectly the Services in connection with the Stadium Site, including without limitation the Americans with Disabilities Act and the Workers' Compensation Act of the state of Minnesota. Licensor shall be responsible for compliance with any and all Applicable Laws with respect to the design and construction of the Stadium Site, including the Facilities.

1.8.2 Compliance with Use Agreement and Licensor/Team/NFL Policies and Procedures. Contractor shall comply in all material respects and subject to the other terms of this Agreement, as applicable, with (i) all applicable provisions of the Use

Agreement, a written copy of which, as amended from time to time, shall be provided to Contractor, (ii) any and all policies and procedures of Licensor, as in effect from time to time, including the Standards of Performance and Qualitative Performance Measures set forth in **Exhibit B**, which will be communicated to Contractor in writing, and (iii) the rules, policies and procedures of the NFL or any other NFL Entity, as in effect from time to time.

1.9 Performance of Obligations.

If Contractor fails to perform any of its obligations hereunder in a timely or satisfactory manner after being provided with notice by Licensor which specifies those obligations which Licensor alleges have not been performed by Contractor in a timely or satisfactory manner, Licensor shall have the right (but not the obligation) to perform such obligation on behalf of Contractor and to charge back Contractor for all reasonable costs incurred in connection therewith.

1.10 Force Majeure.

1.10.1 Excuse of Performance. Except for the obligations of a Party to pay monies then due and payable under this Agreement, the obligation of any Party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot, invasion, fire, accident, strike or walkout (other than a (i) strike or walkout by Contractor employees, or (ii) an employee/worker lock-out by Contractor), or by government interference, regulation, appropriation, or rationing putatively in accordance with Applicable Law, or because of other conditions similar to those enumerated above which must be, to constitute an event force majeure, beyond the reasonable control of the Person obligated to perform.

1.10.2 Replacement Goods and Services. If Contractor is unable to provide the Services or a portion of the Services covered by this Agreement, for any of the reasons specified in **Section 1.10.1** (and so long as such failure is not the result of a breach by Contractor of the terms of this Agreement), Licensor is authorized to provide such Service or portion thereof in such manner as it may deem proper and to use for such purpose any of the resources and inventory of Contractor which are available.

1.10.3 Exception to Excuse of Performance. Notwithstanding the provisions of **Sections 1.10.1** and **1.10.2** above, Contractor shall have the obligation to provide the Services in the event of (i) a strike or walkout by Contractor employees, or (ii) a lock-out by Contractor of employees or subcontractors, if such occurrences affect any Event at the Stadium Site. If during any such strike, walkout, or lock-out Contractor fails to provide such Services at the level of service required by this Agreement, Contractor shall pay Damages to Licensor as set forth in **Section 3.2.5**.

1.11 Representations, Warranties and Covenants of the Parties.

Each Party hereby represents, warrants and covenants to the other that as of the date of this Agreement and continuing through the Term: (i) such Party has the full power and authority to execute, deliver and perform this Agreement, (ii) this Agreement constitutes the legal, valid

and binding agreement of such Party in accordance with its terms, (iii) any consents or approvals necessary under any agreement to which such Party is a party or under Applicable Laws which are required for this Agreement to be effective in accordance with its terms have been obtained and will be maintained throughout the Term of this Agreement, (iv) the execution, delivery and performance of this Agreement shall not cause such Party to breach or be in default or violation of any agreement or Applicable Laws to which it is subject, and (v) each individual executing this Agreement on behalf of a Party hereto is duly authorized to do so.

SECTION II
DESCRIPTION OF SERVICES BY AND RIGHTS OF CONTRACTOR

2.1 Licensor Control and Management.

2.1.1 Licensor Authority. As provided in this Agreement, Licensor shall be the final authority with regard to contractual management of the Services to be provided by Contractor under this Agreement. All requests, procedures, approvals or changes that may be required by this Agreement with respect to any matter affecting the Services shall be submitted to Licensor for prior Consent. Liaison between Licensor and Contractor may be through Licensor's Designee, but shall not limit or otherwise affect the obligations and liabilities of Contractor under this Agreement.

2.1.2 Authority and Team Consultation. Contractor, Licensor, the Authority and the Team shall work cooperatively to collaborate with respect to (i) the Refreshment and Concession items to be sold in each sales location within the Stadium, on the Plaza, and/or the Urban Park, and (ii) the minimum number of vendor personnel who will work in each of the Facilities and/or level of the Stadium, on the Plaza, and the Urban Park, including determining the length of time vendors will be required to continue to sell products in the stands during an Event. Contractor shall obtain the Consent (i) of the Team with respect to the items to be sold, and personnel levels and selling periods, in the Stadium, on the Plaza, and the Urban Park with respect to Team Stadium Events and (ii) of the Authority with respect to the items to be sold and personnel levels and selling periods, in the Stadium, on the Plaza, and the Urban Park with respect to Authority Events. It shall be the responsibility of Licensor to coordinate with the Team and the Authority with respect to any such Consents.

With respect to permanent Concession Facilities that are designated Branded Products stands (i.e., permanent physical Concession Facilities that are "built-out" as part of the Stadium Infrastructure and associated with a specific Person (e.g., Famous Dave's) rather than a specific product type stand (e.g., barbecue)), such determinations will be made by the mutual agreement of the Authority and the Team, in consultation with the Contractor, subject to the terms set forth in the Use Agreement.

2.1.3 Suspension of Operations. The Authority may require Contractor to suspend or modify its operations if it is determined that it is in the best interest of Stadium operations. However, none of the Equipment of Contractor, and/or labor, shall be utilized by Licensor when Contractor is excluded from providing Services.

2.1.4 Licensor Management of Team Stadium Events. It is understood and agreed that Licensor shall control the management of the Stadium Site, including all Team Stadium Events and Authority Events. With respect to the cooperative working relationship among and between Contractor, Licensor, and the Team related to Team Stadium Events, it is understood and agreed that representatives of the Team may provide on-site advice, counsel and requests during Team Stadium Events which relate to compliance with the standards that are set forth in this Agreement, but may not issue binding directives with respect to such matters without the concurrence of representatives of Licensor. Representatives of Licensor shall use best reasonable commercial efforts to coordinate with the Team representatives and cooperate with compliance requests made in connection with Team Stadium Events. This **Section 2.1.4** does not affect or abrogate rights of the Team with respect to any other rights granted to the Team in this Agreement.

2.2 Exclusive Rights of Contractor and Exceptions to Exclusivity.

Contractor shall have the exclusive right to provide the Services at any and all Events held at the Stadium, on the Plaza, and the Urban Park. None of Licensor or the Team, the Authority and their Affiliates will provide the Services on their own nor will Licensor permit the Services to be provided by a third Person at the Stadium, the Plaza, and the Urban Park; **provided**, **however**, that Licensor reserves the right to exclude from Contractor's right of exclusivity described above (i) executive and administrative offices and boardrooms of the Authority and the Team, (ii) any suites occupied by the Authority, the Team, and/or any owner's suite(s), (iii) locker rooms, (iv) "back-of-house" (for example, performer preparation and dressing rooms; Equipment and wardrobe storage areas, third party designated employee or contractor dining areas, etc.), (v) culinary (food and beverage) Events held at the Stadium, the Plaza, and the Urban Park but generally associated with a sponsored Event, (vi) food specific Events, including Events in connection with food production (e.g. Ribfest), held on the Stadium, the Plaza and the Urban Park, and (vii) certain areas outside the Stadium, not on the Plaza but situated on the Stadium Site, and all areas not controlled by Licensor. Contractor acknowledges and agrees that the Urban Park does not include events held by the Authority or the Team which are not specifically designated as an event that may be scheduled without the requirement of having to (i) request the use of the Urban Park (other than schedule dates), or (ii) pay a fee in excess of the consideration set forth in the Urban Park Use Agreement for use of the Urban Park for other events that are scheduled by either the Authority or the Team. Licensor shall implement a policy at the Stadium which prohibits patrons from bringing alcohol beverage items into the Stadium. Any Team restaurant is specifically excluded from the grant of exclusive and non-exclusive rights from Licensor to Contractor set forth in this Agreement. Contractor acknowledges and agrees that Licensor has separately granted exclusive rights to the Team for certain areas of the Stadium, including the Team restaurant. In addition, Licensor reserves the right to continue at the Stadium those policies currently in place at the Existing Stadium which limit the size and nature of containers holding Refreshment items which Licensor's patrons are permitted to bring into that stadium. To the extent that a third-party will be entering or using any of the Facilities, Equipment or any other food and beverage equipment to prepare food and beverages or other similar purpose, such third-party shall indemnify Contractor, the Authority and the Team pursuant to an indemnification agreement reasonably acceptable to Contractor, the Authority and the Team for (i) any and all damage to the Facilities, Equipment and any other food and beverage equipment utilized in the operation thereof, and/or (ii) any other liability

(including third-party claims), damage or loss arising out of such user's operations at the Stadium.

2.3 Use of Premises By Others and Special Services.

2.3.1 No Contractor Private Use. Contractor may not use the Facilities for private use, unless pursuant to the prior written agreement of Licensor.

2.3.2 Use of Facilities for Off-Site Food Functions. The Facilities shall not be used by Contractor for off-site food functions except upon the prior Consent of Licensor. If Contractor desires to utilize the Facilities for off-site food functions, Contractor must obtain prior Consent of Licensor at least five (5) working days before the function. The revenues received from all such Services are to be considered part of Gross Sales.

2.4 Product Offerings, Procurement, Advertising, Sponsorship and Menus.

Contractor shall sell only such products, commodities, and Concessions typically sold at comparable multipurpose sports facilities as determined by and in consultation and discussion among Licensor, Contractor, the Authority, and the Team; **provided**, **however**, subject to the Designated Product provisions of **Section 2.1.2**, the Team shall determine in accordance with Article 12 of the Use Agreement the quality, menu, pricing, brands of products and manner of service of all Concessions, Premium Food and Beverage Operations and Catering to be sold at the Stadium Site for Team Stadium Events, and such additional rights as set forth in **Section 2.1.2**. Subject to the foregoing, final decisions with respect to such matters shall be made by (i) the Team with respect to Team Stadium Events, and (ii) the Authority for Authority Events, as contemplated by **Section 2.1.2** hereof. In accordance with the terms of the Use Agreement with respect to the Team, and on behalf of the Authority, Licensor may require Contractor to (i) sell items which, in Licensor's reasonable discretion, are necessary for the operation of the Facilities and/or to conform with the requirements of certain Advertising agreements, and (ii) limit or discontinue the sale of any products, commodities, and Concessions, including products relating to Premium Food and Beverage Operations and Catering, which Licensor reasonably deems to (A) conflict with the requirements of any Advertising agreement, or (B) not be in the best interest of the operation of the Stadium Site.

2.4.1 Quality Standards. Contractor shall purchase only high quality food, beverages, and operating supplies which meet the standards and levels of quality required under the Standards of Performance.

2.4.2 No Liens. Contractor will hold Licensor harmless from actions by Contractor's suppliers, employees, subcontractors and others providing Services, and will permit no liens whatsoever to be placed against the property of Licensor, the Authority, the Team, or the Governmental Bodies. Any lien so filed shall be removed by Contractor within five (5) business days of its filing, or shall be bonded over at one hundred fifty percent (150%) of the lien Claim pursuant to a bond acceptable to Licensor in its sole discretion.

2.4.3 Licensor Reservation of Advertising and Sponsorship Rights. As between Licensor and Contractor, Licensor reserves all rights to sell Advertising

packages at and with respect to the Stadium Site. Contractor has no Advertising rights or approvals within or arising from this Agreement; **however**, Contractor shall have the right to place its name and logo on its employees' uniforms and items which are offered for sale at the Stadium and on the Plaza, the size and placement of which shall be subject to the prior Consent of Licensor. Contractor also may be required by Licensor to place the name and logo of the Team, the Authority and/or the Stadium (and, if requested, the Plaza, the Urban Park, or any named area on the Stadium Site) on its employees' uniforms. It is understood and agreed that the name and logo of the Stadium (and, if requested, the Plaza) will be given prominent placement on such uniforms to the extent customary in the industry. Notwithstanding the foregoing, if there is a change in the name of the Team, the Authority, the Stadium or the Plaza, or any other named area on the Stadium Site that is utilized by Contractor pursuant to requirements herein (as applicable), and Licensor has required Contractor to affix any name or logo that has been changed to uniforms, Licensor shall reimburse Contractor or cause Contractor to be reimbursed for those costs reasonably incurred by Contractor in adopting such new names and logos.

2.4.4 Sale List for Stadium. Not less than sixty (60) days prior to the start of each Agreement Year during the Term, Contractor shall submit to Licensor, the Team and the Authority a list of those items that Contractor intends to sell at the Stadium, on the Plaza, and/or the Urban Park during Team Stadium Events and Authority Events. Licensor, Contractor, the Authority and the Team shall cooperatively work in consultation and discussion to approve sale lists. Final decisions with respect to such matters shall be made by (i) the Team with respect to Team Stadium Events, and (ii) the Authority for Authority Events. Licensor shall be responsible to coordinate the approvals of the Team and the Authority 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 respective Agreement Year. If Licensor fails to respond in that time period, then Licensor's Consent as to items submitted by Contractor shall be deemed to have been given, unless Contractor has received separate objections from the Team or the Authority, as applicable. The Team has the right under the Use Agreement to contract for and receive all revenues derived in connection with the grant of placement of products (e.g., pouring rights), including grants of product exclusivity and/or supplier designation(s) (e.g., "official hot-dog," "official soft drink"), to third party vendors and suppliers for the Stadium, Stadium Infrastructure, and the Stadium Site related to Concessions, subject to the limitations set forth in Section 12.2 (Concessions Revenue Allocation) of the Use Agreement. When requested by Licensor, on behalf of Licensor or the Team (which may occur either prior to or during an Agreement Year), and to the extent Applicable Law permits Contractor to do so, the products of the Team and its sponsors and Advertisers shall be featured and sold by Contractor at Authority Events and Team Stadium Events, provided such products are available to Contractor at reasonably competitive prices and the terms, quality and quantity as are generally available to Contractor from suppliers of similar products. The foregoing does not contemplate a Branded Product arrangement, but rather the purchase of the products of a specific supplier who will sell its products to Contractor without special fees or charges associated either with such purchase or use of the trade name or trademark of the supplier. By way of clarification, nothing herein shall be deemed to limit Contractor's discretion to select its own sources of supply for products

to be sold and the performance of the services, except in the case of specific requirements of sponsor or similar agreements, and other circumstances and rights of the Team or the Authority as described in this Agreement. Notwithstanding the foregoing, Contractor acknowledges that the Authority has the right under the Use Agreement to contract for and receive all revenues derived in connection with the grant of placement of Designated Products to third party vendors and suppliers for the Stadium, Stadium Infrastructure and the Stadium Site related to Concessions for the following Authority Events: (A) the Super Bowl, (B) the NCAA Basketball Final Four, (C) NCAA basketball preliminary rounds arising from a submitted application for the NCAA Basketball Final Four, (D) College Football Bowl National Championship game, (E) non-basketball and non-football NCAA national championships, and (F) a major national political convention, (subject to the required terms of the Use Agreement). The Authority and Contractor will advise and collaborate with the Team with respect to Authority Events which may require a Designated Product prior to application or during negotiations for the potential Authority Event.

2.4.5 Additional Product Offerings. If Contractor desires to offer for sale any product not included in the approved menu and price schedule, prior Consent of the additional items and the prices at which they may be offered for sale must be obtained in the same manner as set forth in **Section 2.4.4**. If Contractor desires to substitute any item for another listed item, or make any change in quality or portion size of the items set forth therein, prior Consent must first be obtained as set forth in **Section 2.4.4**.

2.4.6 Menus. Contractor shall plan and prepare imaginative menus for food and beverage offerings, cooperatively working in collaboration with Licensor, the Authority and the Team. Final decisions with respect to menus for food and beverage offerings shall be made by (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events, in each case of (i) and (ii) above for: all Catering Services, Concession Services and Premium Food and Beverage Operations Facility locations, including without limitation, and respectively for the Team and the Authority (as applicable) (w) the clubs, pubs, lounges, Concession stands, hawking, in-seat Services and the sports bar locations, and (x) Facilities for Catering, including for party suites, premium suites and other Catering opportunities. After working in collaboration with Licensor, the Authority and the Team, quantities, portions and prices for all food and beverages shall be approved by Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events. Only foods and beverages which are of a high quality that is reasonably available and consistent with the opportunities presented, in the joint and reasonable opinion of the Persons required for Consent, shall be served. Contractor shall prepare approved and printed menus for all Facilities and Catering (as applicable) to be used exclusively for the Stadium, in sufficient quantities to insure clean, neat menus available at all times for applicable premium guests. As necessitated by reasonably anticipated usage, Contractor shall also provide menus printed in Braille and/or large print. All menus shall include the items available, prices, date of distribution and location. All menus shall be reviewed cooperatively with Licensor, the Authority and the Team and shall be subject to the Consent of Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events, prior to distribution, which Consent shall not

be unreasonably withheld, conditioned or delayed. Such menus may be used by the marketing department of any of the Authority, the Team, Licensor and Contractor for sales purposes.

2.5 Prices and Portion Sizes.

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 Authority with respect to Authority 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, the Authority and the Team will cooperatively work in consultation with respect to such price and portion sizes. The Team shall have final decision making authority with respect to Team Stadium Events and the Authority shall have final decision making authority with respect to Authority Events. Respectively, each of Licensor, the Team and the Authority 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 Authority 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 Authority, 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 Authority with respect to Authority Events, which are to be continuously presented, respectively, for the Team Stadium Events and the Authority Events at each of the Concession Facilities.

2.6 Food Handling.

2.6.1 Legal Compliance. Contractor shall adhere to all Applicable Laws, including but not limited to the wearing of gloves and/or other sanitation apparel during food preparation.

2.6.2 Storage. Contractor shall store all Refreshments in or adjacent to the Facilities in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. Contractor shall cover all Refreshments exhibited for sale in showcases or other suitable containers. Contractor shall wrap all pre–packaged sandwiches, cakes and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry. Contractor shall monitor the movement of products in and out of all Facilities to reduce and minimize as much as is reasonably possible any conflicts with other Stadium functions. Contractor shall cover or

otherwise protect all food, beverages, and food handling equipment being moved through public areas.

2.6.3 Standards of Conduct. Contractor shall operate the Facilities and perform all work in connection therewith in a professional and courteous manner, and in material compliance with any and all public health Applicable Laws, including those Applicable Laws which require maintenance of the highest applicable sanitation rating.

2.7 Purchases by Authority and the Team.

2.7.1 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. 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.

2.7.2 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.

2.7.3 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 (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).

Licensor shall be billed by invoice on a monthly basis for the Services described in **Sections 2.7.1**, **2.7.2**, and **2.7.3** above. Each invoice shall provide sufficient detail and documentation to enable Licensor to account for the Services provided and to bill-back certain charges to the Team and third Persons, if necessary. The purchases described above shall not be included in the calculation of Gross Sales.

2.8 Sale of Alcohol Beverages.

2.8.1 Alcohol Beverage Policy. The types of functions and the times and the locations at which alcohol beverages may be sold within the Stadium, Stadium

Infrastructure and the Stadium Site shall be subject to policies and procedures established by Licensor in its sole reasonable discretion. Notwithstanding the foregoing, Contractor has entered into this Agreement with the expectation that Contractor shall be permitted and required to serve and sell alcohol beverages at the Events which will take place at the Stadium, on the Plaza, and at the Urban Park (including specifically, Home Games) generally in accordance with the policies currently in place at the Existing Stadium with respect to such matters as the periods during which alcohol beverages may be offered for sale, the types of alcohol beverages which may be offered for sale and the number of alcohol beverages which may be offered for sale to an individual customer. As a matter of general policy, however, and consistent with the policies and procedures of Licensor and/or the Team, as such may be adopted and in effect from time to time, the sale or other distribution of intoxicating or alcohol beverages by Contractor at the Stadium, on the Plaza, and at the Urban Park will be subject to Licensor's reasonable discretion, including the right of Licensor to prohibit the sale of alcohol beverages at certain points in time, or with respect to certain Events, if, in its sole discretion, Licensor determines that such prohibition is necessary or desirable for the safety, security, or health of the public. To the extent that a third-party is permitted to provide food and beverage services (including alcohol beverage services) at the Stadium pursuant to **Section 2.2** of this Agreement, and Contractor has reasonable concerns with the proposed operation and potential risk to the Stadium alcohol beverage license, the Parties shall meet and work together, in good faith, to assess such risk. Nothing herein shall limit the rights of the Team under Section 12.9 (Sale of Alcohol Beverages) of the Use Agreement.

2.8.2 Licensing Requirement. Contractor shall not sell or allow the sale or consumption of any intoxicating or alcohol beverages (including any fermented ale, wine, liquor or spirits) in any part of the Facilities at any Event unless such sales by Contractor are fully licensed by the State of Minnesota and any other applicable Governmental Body. Licensor shall at all times during the Term own and maintain all privileges, licenses and permits in accordance with Applicable Law for the sale and consumption of intoxicating or alcohol beverages on or in the Stadium Site, including the Stadium and the Stadium Infrastructure. Contractor shall at all times be eligible to utilize Licensor's privileges, permits and licenses for the sale and consumption of intoxicating or alcohol beverages, and failure to maintain such eligibility with respect to any Governmental Body at all times during the Term shall be a material default of this Agreement. Licensor shall have final approval in its reasonable discretion and consistent with its policies and procedures of the manner in which alcohol beverages are to be dispensed, including without limitation cup sizes and methods of disbursement. Contractor must, at its own expense, obtain all additional licenses and permits, if any, required for the legal sale of alcohol beverages which are not otherwise covered by Licensor's alcohol permits and licenses. Upon the termination of this Agreement, Contractor shall cooperate in the transfer of any license or permit, if any, and only to the extent transferable, to any third Person or to a successor contractor engaged by Licensor.

2.8.3 Restrictions Imposed on Alcohol Offering. If Contractor is restricted from offering alcohol beverages for sale at the Stadium Site during the Term in accordance with Contractor's reasonable expectations as set forth herein as a result of the policies and procedures established by Licensor (but other than as a result of the fault of

Contractor), and Contractor demonstrates a material financial detriment as a direct result thereof, Licensor and Contractor shall negotiate in good faith an equitable adjustment in the Commission rates and Guaranteed Commissions set forth in **Exhibit C** to this Agreement and an equitable adjustment to the minimum amount of Commissions for an Agreement Year, as provided in **Section 4.1.2**, as applicable, subject to the written consent of the Team with respect to Team Stadium Events. Notwithstanding the foregoing, the Parties hereto understand and agree that there will be Events at the Stadium, on the Plaza, and/or the Urban Park, such as high school events, certain concerts, civic events and non-profit events, at which alcohol beverages will not be offered as determined by Licensor in its reasonable discretion and Contractor shall not be entitled to any adjustment to the Commission rates with respect to these Events.

2.8.4 Compliance with Minnesota Statutes. Contractor shall comply with the provisions of Minnesota Statutes Section 340A.909, and any similar statutes adopted and in effect from time to time in the State of Minnesota. In furtherance of the foregoing, Contractor shall ensure that a Minnesota-produced beer shall be available for purchase at each station where beer is sold, including all Facilities.

2.8.5 Contractor Regulation of Sale and Consumption of Alcohol Beverages. With respect to the sale of alcohol beverages, Licensor specifically grants to Contractor, subject to Contractor's compliance with Applicable Law and Orders:

(i) the right to faithfully observe and enforce the obligations of a vendor dispensing alcohol beverages under Applicable Law or Orders relating to the Facilities licensed pursuant to this Agreement; and

(ii) the right to take any and all actions reasonable and necessary to cause compliance with Applicable Law and Orders concerning the sale and consumption of alcohol beverages in the Stadium.

2.8.6 Proceedings Regarding Licenses and/or Permits for the Sale of Alcohol Beverages. Contractor shall advise Licensor in writing of any pending or threatened actions against it which could result in the suspension or revocation of any privilege, license or permit necessary to satisfy the requirements of **Section 2.8.2**. In the event of the suspension or revocation of any such privilege, license or permit, and if such suspension or revocation shall not be stayed or appealed in a manner that will permit Contractor to continue to satisfy the requirements of **Section 2.8.2**, Contractor shall be obligated to secure a subcontractor, at its sole cost and expense (without financial or other effect on or to Licensor), authorized to sell alcohol beverages as provided in **Section 2.8.2**. Upon restoration of Contractor's privileges, licenses and/or permits so that it can satisfy the requirements of **Section 2.8.2**, Contractor shall resume the sale of alcohol beverages, and the services of the subcontractors shall be terminated. If Contractor fails to obtain a subcontractor to satisfy the requirements of **Section 2.8.2** as provided above, it shall be a default of a material obligation by Contractor under this Agreement.

2.9 Chewing Gum and Tobacco.

Chewing gum or any form of tobacco shall not be sold at the Stadium by Contractor or its subcontractors.

2.10 Advertising.

As between Licensor and Contractor, Licensor shall be the sole and final judge of all sign quality, size of letters, propriety and location of any Advertising at the Stadium Site (Licensor's rights with respect to Advertising are governed by the Use Agreement and subject to certain rights of the Team). Contractor shall not Advertise in any manner other than as approved by Licensor (subject to the Consent of the Authority and/or the Team, as applicable) and Contractor shall have no right to use the trademarks, symbols or trade name or name of the Authority, the Team, the NFL or any other NFL Entity, or those related to the Stadium, directly or indirectly, in connection with any Contractor production, promotion, service or publication.

2.11 Miscellaneous Matters.

At the expiration or termination of this Agreement, Contractor shall assign all contracts and deposits arising from or in connection with this Agreement for Events scheduled to occur after the Effective Date of expiration or termination to the succeeding contract vendor, subject to the prior Consent of Licensor.

SECTION III
PERSONNEL

3.1 Personnel.

3.1.1 Employment and Conduct of Qualified Personnel. Contractor, in order to fulfill its obligation to provide the highest quality of service reasonably possible to fulfill its obligations for Service at the Stadium, on the Plaza, and the Urban Park, shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous to patrons and shall immediately discipline and, when appropriate, terminate the employment of any employee from the Stadium who does not meet these standards. In furtherance and in clarification of the foregoing, all employees, volunteers and others acting for and on behalf of Contractor at the Stadium, on the Plaza, and the Urban Park shall conduct themselves in a professional and courteous manner and shall not unreasonably interfere with Events. Contractor shall also provide adequately trained relief personnel in the event of absences by primary staff. If, based on customer complaints, observations of management-level employees or guest services personnel, or similar circumstances, Licensor believes that a Contractor employee or an employee of a subcontractor is not providing satisfactory customer service, Contractor will reassign, or cause the reassignment of, that employee to a job which does not require direct patron contact. Contractor shall be liable to Licensor for all acts and omissions of its employees, subcontractors and other agents. The foregoing requirements are subject to compliance with the terms and conditions of **Section 3.6** (Employee Representation) below and shall be subject to the terms of any applicable collective bargaining agreement.

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. 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.

3.1.3 Appointment and Contractor Replacement of Contractor General Manager. Prior to the Effective Date, Contractor proposed its three (3) best candidates for general manager from which Licensor and the Team would have the right to jointly select. This format has been agreed to due to the length of time to the 2016 anticipated opening of the Stadium. Without the written consent of Licensor and the Team, each general manager candidate shall not be committed to any other project that is available to Contractor, and each such person shall be available to Licensor for the position of general manager, unless such person freely leaves the employ of Contractor. Prior to August 1 of the calendar year immediately preceding the first calendar year in which the first Football Season to be played by the Team at the Stadium is scheduled, Contractor shall secure the joint consent of Licensor and the Team of its candidate for the position of Contractor's general manager at the Stadium, and such approved candidate shall be in place by December 31 of the year immediately preceding the calendar year of the first Football Season. Contractor agrees that the individual jointly approved by Licensor and the Team for the general manager's position, once so approved, shall not be changed without the prior joint consent of Licensor and the Team (except when due to death or disability, or where the general manager has voluntarily left the employ of Contractor). In the event of a change that is not pre-approved, Contractor shall pay to the Authority and the Team an aggregate management change fee of Two Hundred Fifty Thousand Dollars ($250,000), which shall be separately and respectively remitted to the Authority and the Team in the respective amounts of One Hundred Twenty Five Thousand Dollars ($125,000), or as

otherwise specified in a joint direction of the Team and the Authority, consistent with Section 12.4(b) (Concessionaire General Manager) of the Use Agreement.

3.1.4 Supervision at Functions. Contractor's general manager or an assistant manager (or a Contractor management-level employee with comparable supervisory responsibility) shall be available at all functions for which Contractor provides the Services.

3.1.5 Licensor Required Removal of Contractor Management. If at any time Licensor finds that Contractor's general manager or the general manager's assistant manager is unsatisfactory, and such causes and reasons are reported in writing by Licensor to Contractor, Contractor shall promptly, in any event within ten (10) business days, unless specifically extended in writing by Licensor, provide a qualified temporary replacement for the general manager or the assistant general manager with one who is satisfactory to Licensor. If such a temporary replacement is made, Contractor shall continuously endeavor to find a permanent replacement for the general manager or assistant general manager within a reasonable time period not to exceed ninety (90) days. At any time Contractor's general manager desires to leave his/her position as general manager at the Stadium, Contractor's then current general manager or Contractor's senior management will provide to the replacement general manager such detailed training as necessary and required before changing his/her position.

3.1.6 Compliance and Nondiscrimination.

3.1.6.1 Compliance with Applicable Law. Contractor will comply with all Applicable Laws relating to employment practices.

3.1.6.2 Non-Discrimination and Diversity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of this nondiscrimination clause. Contractor affirms its commitment to the inclusion of minorities and women as employees in providing Services hereunder. To that end, Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

3.1.6.3 Undertakings. In connection with the performance of work under this Agreement, Contractor shall undertake measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex. Such measures shall include measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation and in service or apprenticeship training programs. Such measures shall also include cooperation with Licensor to become aware of opportunities to supply minorities

and women, and participation in local trade and employment fairs and shows. Licensor may require Contractor to comply with any and all minority and underemployed directives related to the Act and contractual obligations of Licensor under the Use Agreement.

3.1.7 Contractor Employees. Personnel provided by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of Licensor.

3.1.8 Responsibility for Employees. Contractor assumes full responsibility for the actions of its personnel at the Stadium, on the Plaza, and the Urban Park, and shall be solely responsible for their supervision, daily direction and control, payment of salary, wages and benefits (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by Applicable Laws.

3.1.9 Licensor Prohibition of Certain Employees. Licensor shall have the right to refuse access to the Facilities and the Stadium Site at any time to any employee of Contractor, its agents, sub-contractors or suppliers' employees; **provided**, **however**, Licensor shall use best reasonable commercial efforts to provide Contractor with adequate advance notice of its intent to refuse such access (except in emergency or exigent circumstances). The exercise of its right shall not diminish Contractor's obligation of performance arising under this Agreement, provided that Licensor shall allow Contractor to have access to and use of the Facilities and Licensor Equipment for sufficient numbers of employees at times sufficient to fulfill said obligation. The rights of access for personnel shall be limited to those parts of Licensor's premises available for common use (e.g., entrances, hallways, stairways, elevators, loading docks, and restrooms), but shall not include a right of access to other parts of the Stadium Site unless specifically otherwise requested by Licensor or required under the terms of this Agreement. Contractor will be responsible for requiring employees to abide by all Applicable Laws and the reasonable instructions, regulations and codes as specified by Licensor. Contractor will require that its employees exclusively use Licensor-designated Facilities for all meal and rest breaks.

3.1.10 Compliance with Health and Safety Requirements. Licensor requires that all Contractor's full time employees engaged in the preparing, handling, serving and storing food, meet all applicable health and safety requirements, including the Hazard Analysis Critical Control Point plan described in **Section 8.1** of this Agreement. Subject to the terms of any applicable collective bargaining agreement and Applicable Laws, if Licensor determines in its reasonable belief that additional precautionary measures are necessary to ensure the health and safety of the patrons of the Stadium, the Plaza, and/or the Urban Park, Contractor's food and beverage service employees at the Stadium, the Plaza, and/or the Urban Park may be required to submit to such medical examinations as Licensor deems reasonably appropriate, including without limitation drug and alcohol testing and Licensor agrees to reimburse to Contractor upon demand an amount equal to one-half (1/2) of the cost of such additional precautionary measures as are determined by Licensor to be necessary.

3.1.11 Substance Testing. Subject to the terms of any applicable collective bargaining agreement and Applicable Laws, drug and alcohol testing are to be performed on Contractor's employees on a random basis if Licensor reasonably determines that such additional testing is appropriate. All costs related to such tests shall be borne by Contractor. All Contractor employees' medical reports shall be kept confidential and on file in the Stadium.

3.1.12 Supplemental Health Examinations. Subject to the terms of any applicable collective bargaining agreement and Applicable Laws, if Licensor reasonably determines that supplemental health examinations are necessary as provided in **Section 3.1.10** above or that substance testing is required under **Section 3.1.11**, and any employee refuses such health examination or testing, Contractor shall immediately remove the employee from all Service operations.

3.1.13 Background Checks. Contractor will take all commercially reasonable steps necessary to perform background checks or other investigations regarding Contractor employees, volunteers and others acting for, or on behalf of, Contractor.

3.2 Unit Staffing, Labor and Personnel Training Practices.

3.2.1 Employee Lists. Prior to each Team Stadium Event and Authority Event, Contractor shall furnish to Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events, a written statement setting forth the names of all employees, the location in which they will work, the start date of the employment at the Stadium of each such employee, and general job descriptions for each employment position. The statement shall also set forth those employees of Contractor (which may include exempt employees) that are designated as the "lead" employee at or in any Facility, on the Plaza, and at the Urban Park. Contractor shall also furnish to Licensor monthly a written statement setting forth the names of Persons ceasing to be employed by Contractor with respect to the Stadium, the Plaza, and the Urban Park. In addition, within twenty-four (24) hours prior to an Event at the Stadium, on the Plaza, and/or the Urban Park, Contractor shall provide to Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events, with the names of those employees scheduled to work at such Event and their anticipated position at the time the schedule was created. All such staffing shall be subject to the Consent of Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events, prior to implementation. Material changes to any such staffing plan(s) shall only be made with the prior Consent of Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events. After each Event, Contractor will provide Licensor and (i) the Team with respect to Team Stadium Events, and (ii) the Authority with respect to Authority Events, with a report as to the actual staffing provided for each Event.

3.2.2 Personnel Training – General. Prior to the Commencement Date, Contractor shall provide to all its employees, at its sole cost and expense, sufficient training, so as to ensure that they will provide Services on a basis and of quality consistent with the overall intent of this Agreement, including service standards required

for multipurpose NFL stadiums with respect to Team Stadium Events. Such training shall also be provided thereafter to all new employees. All employees shall receive periodic refresher training and additional training of not less than four (4) hours per Agreement Year so as to further meet these goals. It is understood that the training to be provided to Contractor's employees prior to the opening of the Stadium and to Contractor's newly-hired employees thereafter shall not be less than eight (8) hours. Licensor shall have the right to participate in all such training to the extent it so requests.

3.2.3 Required Personnel Training Programs. At a minimum such training will consist of the appropriate level of food/beverage and retail training and product quality control programs and guest service programs in such areas as customer service, alcohol awareness, positional skills training, including vending and serving techniques, banquet service training, buffet set up, bartending, in-seat, club seating and suite sales and serving techniques, in-stand hawking requirements and food/alcohol beverage service and retail service techniques, sensitivity training and emergency preparedness for all Stadium employees and management level staff who have any interaction with patrons of the Stadium, the Plaza, or the Urban Park, or who supervise employees who do have such interaction. In connection with alcohol awareness, Contractor must require its employees and management to attend "TIPS", "TEAM" or other industry recognized or state sponsored training programs approved by Licensor. In addition to the foregoing, Licensor shall have the right (i) to require Contractor to provide such other training from time to time as Licensor reasonably requests, and (ii) to conduct training classes for Contractor's employees and management throughout the Term.

3.2.4 Written Policies and Procedures. Prior to the Commencement Date, Contractor shall provide to Licensor a copy of the following: Contractor's employee handbook, a written description of recruiting techniques and sources of non-management labor and its personnel policies and procedures. Updates and revisions to each of the foregoing items will be provided to Licensor upon their implementation by Contractor. The foregoing documents shall be deemed to be confidential information of Contractor and Licensor covenants, on behalf of itself, its employees, agents and representatives, that neither it nor they shall disclose such documents or any portion of the contents thereof without first obtaining Contractor's prior Consent; **provided**, **however**, Licensor may disclose such confidential information (i) to the Team, (ii) if required by the Use Agreement, or (iii) under Applicable Law.

3.2.5 Payment for Sympathy Strike. If employees of Contractor engage in a sympathy strike in support of any Person or cause, and Contractor does not adequately staff to Service the Event, Contractor shall pay to Licensor the full amount of Commissions Contractor would have paid to Licensor for the Event or Events had the sympathy strike not occurred. Such amount shall be determined by Licensor and shall be payable by Contractor to Licensor. A sympathy strike shall not be construed hereunder as an event of force majeure under **Section 1.10** of this Agreement.

3.3 Compliance with Wage and Working Condition Requirements.

Contractor shall comply with all (i) Applicable Laws (in effect from time to time) and the provisions of the Use Agreement in effect on the date hereof that govern wages and conditions of employment, and (ii) the Licensor policies and procedures that govern conditions of employment, subject to applicable collective bargaining agreements and provided that such Licensor policies and procedures adopted after the date hereof do not have a material adverse economic impact on Contractor.

3.4 Tipping Policy.

Unless otherwise agreed in writing by Contractor and Licensor, and subject to the terms of any applicable collective bargaining agreement, Contractor will instruct its employees at the Stadium Site not to solicit tips or other gratuities. Contractor shall discipline any of its employees who solicit tips or other gratuities. Contractor and Licensor agree that Service to patrons will not be affected by the lack of tips, and Contractor shall enforce this policy without exception. Notwithstanding the foregoing, Contractor's employees in the Facilities will be permitted to accept tips so long as tips are not solicited or overtly encouraged, and patrons are not pressured into providing tips. The foregoing policies shall be reflected in Contractor's employee handbook. The prohibition set forth in this **Section 3.4** shall not apply to tips received by service employees in connection with any Service Charge as described in **Section 1** of this Agreement. Without limitation, in clarification of the foregoing, the following are prohibited:

(i) Tip jars which are in view of any customer;

(ii) "Salting" of the bar top with money to solicit tips; and

(iii) Permitting tips to remain on bar tops or trays.

3.5 Uniforms.

Contractor or its agent will provide and maintain uniforms for all employees. Selection of type, color, style, use of logos on uniforms and dress code, including specialty uniforms designated to fit the exact nature of the Stadium, the Plaza, or the Urban Park, shall be cooperative effort of Contractor, Licensor and the Team, and the final selection shall be (as between Licensor and Contractor) at the discretion and subject to the Consent of Licensor. Contractor must provide a choice of uniform styles and availability at Licensor's request. Changes to uniforms due to changes in the name or logo of the Team, the Authority or the Stadium is governed by the provisions of **Section 2.4.3**.

3.6 Employee Representation and Certain Personnel.

3.6.1 Employee Representation. Licensor and Contractor have entered into this Agreement prior to the hiring of employees who will provide the operational Services arising under this Agreement. Licensor acknowledges and agrees that both Licensor and the Team desire to have the food and beverage workers presently employed in football and other Services-type operations in the Existing Stadium continue, if at all possible, in their present capacities in the operation of the Stadium, consistent with the

provisions of **Section 1.7.5** hereof. Based on the foregoing, pursuant to the hiring and ongoing employment of these and other food and beverage workers at the Stadium, Contractor acknowledges and agrees that (i) workers in the food and beverage operations are presently represented under a labor agreement with the Hotel and Restaurant Workers Local #17 at the Existing Stadium, (ii) such food and beverage workers may seek to continue such representation in the Stadium and designate such, or another collective bargaining unit, as their representative, and (iii) in the event that (i) and (ii) above occur, Contractor will be prepared to enter into an appropriate labor agreement with the designated bargaining unit representative of such workers, including a conditional recognition agreement. By way of clarification, the foregoing is predicated on such employees' designation of such representation in accordance with Applicable Law.

3.6.2 Certain Personnel. Licensor will provide to Contractor a list of certain personnel presently employed in the food and beverage operations at the Existing Stadium that Licensor recommends for hiring and employment by Contractor in certain of the Facilities. Contractor will act in good faith and cooperate with Licensor in its consideration of such personnel in the positions recommended by Licensor.

SECTION IV
CAPITAL INVESTMENT ALLOWANCE, COMMISSIONS, TAXES AND FEES, AND BOOKS AND RECORDS

4.1 Capital Investment Allowance, Commissions/Submittal of Financial and Other Information.

4.1.1 Capital Investment Allowance. Subject to the provisions of **Section 4.1.3** (Designated Commission Option - Team Funded Capital Investment Allowance), the Contractor shall provide the Capital Investment Allowance to the Licensor no later than February 15, 2016 based on the Designated Commission Option. The Capital Investment Allowance shall be used by the Licensor for the purchase and installation, as applicable, of equipment and items set forth in the Licensor's food service/concessions equipment budget. Contractor will cooperate with and advise Licensor with respect to (i) the quantity and quality of Smallwares required to provide the Services, and (ii) the selection of the POS Equipment. As requested by the Licensor, the Contractor shall use its purchasing relationships with vendors to obtain reasonable and discounted costs for such purchases and other Licensor Equipment purchased for the Stadium, Plaza and Urban Park. Any purchases of Smallwares, POS Equipment, Mobile Stands and/or other Licensor Equipment shall be contracted for, titled in the name of and owned by Licensor, and if requested by the Licensor, the Contractor shall make such purchases as agent for Licensor. Contractor shall not have, and shall not claim, any ownership or other interest in the Smallwares, the POS Equipment, Mobile Stands or other Licensor Equipment under any circumstances.

4.1.2 Commissions and Payment of Commissions. Subject to the provisions of **Section 4.1.3** (Designated Commission Option - Team Funded Capital Investment Allowance), Commissions related to the Services payable to the Authority 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 Authority and the Team, separately, as set forth in the Guaranteed Commission section of **Exhibit C**. If the Guaranteed Commission payable to (i) the Authority 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 Authority shall be remitted directly to the Authority, 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.

4.1.3 Designated Commission Option - Team Funded Capital Investment Allowance. The Authority and the Team have agreed that the Capital Investment Allowance will be Ten Million Dollars ($10,000,000), subject to the provisions of this **Section 4.1.3**. The Authority hereby grants to the Team an option to fund a portion of the Capital Investment Allowance that would otherwise be the obligation of the Contractor under this Agreement. The Team may exercise the Team's option to fund a portion of the Capital Investment Allowance in the amount of the difference between the Capital Investment Allowances labeled as (i) Option 1 and Option 3 (which difference and option amount is $6,500,000) or (ii) Option 2 and Option 3 (which difference and option amount is $3,000,000) (the Team-selected Designated Commission Option being defined herein as the "**Team Funded Capital Investment Allowance**"), as applicable to the option selected by the Team for the Team Funded Capital Investment Allowance. If the Team exercises its option and selects Option 1 or Option 2 as described herein for the Team Funded Capital Investment Allowance, the following shall apply:

(i) Team Exercise and Payment of the Option. The Team may exercise its option by written notice to the Authority, with a mandatory copy of the notice to the Contractor, at any time prior to December 15, 2015. The Team's notice shall specifically state the Team Funded Capital Investment Allowance that the Team has elected to fund and state the amount (either $6,500,000 or $3,000,000). If so exercised, the Team shall remit the selected Team Funded Capital Investment Allowance amount to the Authority no later than January 15, 2016.

(ii) Effect of Team Funded Capital Investment Allowance – Commissions. If the Team exercises its option and complies with the payment obligations set forth in **Section 4.1.3(i)** above, the payments by the Contractor to the Authority and to the Team for Commissions, the Guaranteed Commissions, and the associated Cross Commission Guarantees set forth on **Exhibit C** shall be adjusted as follows: (A) the Contractor shall remit directly to the Authority the Commissions (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantee) as set forth in Option 3 of **Exhibit C** applicable for all Authority Events, and (B) the Contractor shall remit directly to the Team the aggregate of (1) the Commissions (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantee) as set forth on either Option 1 or Option 2 of **Exhibit C** (as applicable to the option selected by the Team for the Team Funded Capital Investment Allowance applicable for all Team Stadium Events), plus (2) the additional Commissions(or, if applicable, the additional Guaranteed Commissions in accordance with the Cross Commission Guarantee) that are represented by the difference between the Option 3 Commissions (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantees) that will be earned by the Authority and either the Option 1 or Option 2 Commissions (or, if applicable, the Guaranteed Commissions in accordance with the Cross Commission Guarantees) (as applicable to the options selected by the Team for the Team Funded Capital Investment Allowance), which, by way of clarification, the foregoing difference in percentage accrues to the Team and is applicable to all Authority Events.

4.1.4 Financial Information. Contractor must submit to Licensor and the Team the following information:

(i) Contractor shall provide Licensor and the Team with a preliminary sales report by noon on the day following an Event; **provided**, that Contractor shall remit to the Authority for Authority Events and Team Stadium Events and to the Team for Team Stadium Events. Additionally, a written Event summary report shall be provided to Licensor within seventy-two (72) hours of an Event in a format and level of detail mutually agreed upon by Contractor, Licensor, and the Team which outlines such items as Gross Sales and per capita spending for the Services.

(ii) Within twelve (12) days following the end of each Accounting Period, Contractor shall provide to Licensor and the Team a statement of Gross Sales for such Accounting Period together with payment of all Commissions due to Licensor, the Authority, and/or the Team, as applicable, for such Accounting Period. The Accounting Period report shall identify Gross Sales by the various categories set forth in **Exhibit C**, as amended from time to time, in order to indicate the amount of Commissions due to Licensor and/or the Team with respect to each such category.

(iii) At least thirty (30) days prior to the each Agreement Year during the Term, Contractor shall prepare and furnish to Licensor and the Team, for each

Accounting Period during such Agreement Year, estimates of its Gross Sales and applicable Commissions payable by category and for the Events of each of the Authority and the Team for each Accounting Period. In addition, Contractor shall provide such other long-term revenue projections as from time to time may be requested by Licensor and/or the Team.

(iv) Within sixty (60) days following (a) the end of each Agreement Year, and (b) the effective date of termination of this Agreement, Contractor shall submit to Licensor and the Team a report of all sales and excise taxes paid by Contractor which are required to be reported by Licensor and/or the Team pursuant to the Use Agreement or Applicable Law.

(v) Contractor shall be required to submit to each of the Licensor and the Authority, with a copy to the Team an audited annual statement of Gross Sales and Commissions payable to the Authority and the Team, individually and in the aggregate, in accordance with the terms of **Section 4.3.2** below.

(vi) Contractor shall also be required to audit all Contractor Investment items (including Equipment and Smallwares), on an annual basis and provide Licensor and the Team with (i) a copy of the audit along with Contractor's plan to replenish any needed Equipment or Smallwares in accordance with **Section 6.3** hereof, and (ii) a schedule of amortization for each item of Contractor Investment, calculated in accordance with the amortization required by **Section 6.2.4** of this Agreement for the Capital Investment Allowance and for any Contractor Improvements as approved by the Licensor pursuant to the Licensor's approval of any Contractor Improvements set forth in **Section 7.2.1**.

(vii) In addition to the aforementioned, Licensor and the Team shall have access to all computerized reports of Gross Sales and other reports as may be available from time to time pursuant to the computerized systems (including the POS Equipment) utilized by Contractor. Contractor shall cooperate with Licensor and the Team and use best reasonable commercial efforts to provide Licensor with online, real-time access to all data available relating to or arising from the Services and use of the Facilities.

4.1.5 Miscellaneous / Equitable Adjustments. The arrangements set forth in this Agreement are based upon NFL rules, policies and procedures effective as of the date of this Agreement (collectively, the "**NFL Rules**"). As such, the Parties agree that if there is a change in the NFL Rules that either Party reasonably believes will have a material adverse effect on the expected financial return to such Party under the terms of this Agreement (each, an "**MAE**"), then following written notice, the Parties agree to meet in good faith to discuss the affect of such MAE, including any potential modifications to this Agreement.

4.2 Taxes and Fees.

Contractor shall be solely responsible for and shall pay all taxes and fees of any kind or nature to the applicable Governmental Body arising from the products or Services that Contractor provides hereunder, including but not limited to all federal, state and local taxes, workers' compensation payments, unemployment insurance, payroll, sales and other taxes with respect to Services and all other taxes arising from Contractor's operation hereunder.

4.3 Records, Accounting and Audit.

4.3.1 Books and Records. Contractor shall keep accurate and complete books and records regarding the provision of the Services in accordance with generally accepted accounting principles and shall retain such books and records for a period of at least three (3) years following the conclusion of each Agreement Year during the Term. Contractor agrees that all financial settlements, reports and billings rendered to Licensor, the Authority, and the Team under this Agreement shall properly reflect the Gross Sales by Contractor, and may be relied upon by Licensor, the Authority, and the Team as being complete and accurate. Contractor will allow Licensor, the Authority, and/or the Team or their respective auditors, in accordance with the Use Agreement, at all reasonable times and upon reasonable notice (i) to inspect Contractor's books and records relating to the calculation of Gross Sales, and (ii) to inspect and audit Contractor's books and records needed to verify amounts due it under the terms of this Agreement.

4.3.2 Audit of Gross Sales. Throughout the Term of this Agreement, and upon and in the event of the expiration or other termination of this Agreement, Contractor shall submit to Licensor, with a copy to the Team, within ninety (90) days (i) of the close of each Agreement Year during the Term, or (ii) of the date of the expiration or other termination of this Agreement, a certified audit of Gross Sales from a regional firm of certified public accountants covering Contractor's operations at the Stadium Site for either (i) the prior twelve (12) month period ending at the conclusion of such Agreement Year, or (ii) such shorter period in the event of termination, which shall include a calculation of the total Commissions paid by Contractor to the Authority and the Team during such Agreement Year, or other period affected. Licensor and Contractor shall adjust the twelve (12) month period which is the subject of Contractor's annual report in order to take into account the period represented by a particular Football Season which may include operations beyond the end of the regular Football Season if the Team is a participant in post-season play. If Licensor is not satisfied with the statements presented herein, Licensor shall have the right to conduct a special audit of Contractor's books and records by auditors selected by Licensor. If the Team is not satisfied with the statements pertaining to its rights hereunder, the Team shall have a separate right to conduct a special audit of Contractor's books and records by auditors selected by the Team. The Team and the Authority shall coordinate such audits so as to not duplicate the audit process efforts. Should such audit(s) uncover an overpayment by Contractor of Commissions for the period covered, Licensor or the Team, as applicable to the overpaid Commissions, will refund any such overpayment to Contractor within thirty (30) days of receipt of such audit(s). Contractor shall pay to Licensor, the Authority, or the Team, as applicable, any Commissions otherwise due to Licensor, the Authority, or the Team, and

if such audit(s) show a deficiency in payments by Contractor in excess of one percent (1%) of Gross Sales in such payments for any period covered, Contractor shall pay to Licensor, the Authority, and/or the Team, as applicable, the total amount owing plus the cost of the audit and interest at the Interest Rate, computed from the date of deficiency until fully paid, within ten (10) days by Contractor. Contractor shall provide a written allocation of the applicable amounts of the payment between Authority Events and Team Stadium Events. Notwithstanding anything herein to the contrary, Contractor shall have no financial obligation to pay the cost of more than one (1) such special audit per year.

4.4 Invoice Due Dates.

Invoices submitted by Contractor to Licensor, the Authority, or the Team with respect to Services provided to Licensor, the Authority, or the Team by Contractor shall be due and payable within forty-five (45) days of receipt.

SECTION V
INSURANCE, LIABILITY; AND INDEMNIFICATION

5.1 Insurance.

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 each occurrence and $2,000,000 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);

(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 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 each accident, $1,000,000 disease-each employee and $1,000,000 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, , funds transfer fraud, depositors forgery, third party fidelity and employee dishonesty, with limits not less than $5,000,000 each loss;

(v) Contractor must maintain Cyber Liability insurance for Data Security Breaches and Privacy Losses with limits of at least $5,000,000 per claim and in the aggregate for third-party losses (Disclosure injury, Content injury, and Reputational injury). 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 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)**); and

(vii) Umbrella and/or Excess Liability insurance with limits not less than $25,000,000 each occurrence shall apply excess of the Commercial General Liability (except for Damage to Rented Premises), Automobile Liability and Employer's Liability policy limits;

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 Authority (if the Authority 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, and

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

(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.

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 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 Authority, 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 Authority (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 Authority, 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 Authority 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 Authority, 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 Authority, 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.

5.2 Mutual Waiver of Subrogation Rights.

Notwithstanding any other provision of this Agreement (except **Section 5.3**), it is expressly agreed that neither Licensor nor Contractor shall be liable to the other, and each such Party hereto hereby releases and waives all Claims, rights of recovery, and causes of action that either such Party or any Party claiming by, through or under such Party, by subrogation or otherwise, may now or hereafter have against the other Party or any of the other Party's owners, shareholders, members, directors, officers, employees, or other representatives and agents for any loss or Damage that may occur to the Stadium and/or any and all Leasehold Improvements thereto of the Facilities and/or Licensor Equipment, Contractor Equipment or any of the contents of any of the foregoing, or for any interruption in the business of either of them, if sustained by reason of fire (even if such fire is the result of the negligence or gross negligence of either of the Parties hereto, their Affiliates or any one or more of their directors, officers, employees or agents), or if sustained by reason of storm Damage or the elements, or by any other casualty to the extent that such loss or Damage is of a type that is, by its nature, recoverable by insurance (including any deductible), regardless of whether any policy is actually in effect. Both Licensor and Contractor shall cause their respective insurance carriers to include provisions in all applicable policies authorizing the waiver of any rights by way of subrogation each might have against the other Party and their Affiliates. The foregoing waiver only applies to property damage or loss of use thereof and does not apply to bodily injury or death claims.

5.3 Liability and Indemnification.

5.3.1 Indemnification by Contractor. Contractor shall indemnify, defend and hold harmless (i) Licensor, the Team, StadCo and the Authority (if the Authority is not the Licensor hereunder), and their respective Affiliates (including the NFL and its member National Football League football clubs and the other NFL Entities) and their respective partners, members, shareholders, officers, directors, employees, agents, heirs, successors and assigns, and other representatives, and (ii) each of the Governmental Bodies, from any and all Claims or Damages arising from, related to or in connection with (A) Contractor's Services rendered by Contractor hereunder and operations conducted by Contractor hereunder, and/or (B) performance or non-performance by

Contractor of the terms of this Agreement, in law or in equity, including without limitation the following:

(1) any Damages to real property, 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 or employees;

(2) any breach of any representations, warranties or covenants of Contractor under this Agreement;

(3) any noncompliance by or violation of any Applicable Law and/or the Use Agreement by Contractor;

(4) any liability of Contractor with respect to any federal, state, local or foreign sales, use, income, profits or other tax (or penalties or interest thereon) attributable to or arising out of the transactions contemplated herein;

(5) third Person Claims related to (i) the sale of food and beverages by Contractor or (ii) the use or consumption of food and beverages sold by Contractor, in each case as otherwise arising in connection with the Services; and

(6) Events occurring in areas of the Stadium Site to the extent to which such Events and areas are under the exclusive control or supervision of Contractor.

5.3.2 Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless Contractor and its Affiliates and their respective partners, shareholders, officers, directors, employees, agents, heirs, successors and assigns, and representatives from any and all Claims or Damages arising from, related to or in connection with (A) Licensor's operations or performance hereunder, and/or (B) non-performance by Licensor of the terms of this Agreement, in law or in equity, including without limitation the following:

(1) any Damages to real or personal property, or personal injury to Contractor or any third Person, resulting from the intentional misconduct or negligent acts or omissions of Licensor or its agents or employees;

(2) any breach of any representations, warranties or covenants of Licensor under this Agreement;

(3) any noncompliance by or violation of any Applicable Law by Licensor; and

(4) any liability of Licensor with respect to any federal, state, local or foreign sales, use, income, profits or other tax (or penalties or interest thereon) attributable to or arising out of the transactions contemplated herein.

SECTION VI
LEASEHOLD IMPROVEMENTS, UTILITIES, LICENSOR EQUIPMENT AND CONTRACTOR INVESTMENT

6.1 Leasehold Improvements, Utilities and Licensor Equipment.

6.1.1 Licensor Purchases and Ownership. On or before the Commencement Date, Licensor shall make or cause to be made all expenditures required in connection with the design, purchase and installation (including the distribution and connection of any required Utility Services) of certain fixed equipment identified in the Drawings and Specifications and/or in **Exhibit D** attached hereto as the Licensor Equipment. All Licensor Equipment shall be the property of Licensor. Improvements, service enhancements and other items agreed upon by Licensor and Contractor of and for the Facilities shall be made pursuant to **Section VII** below.

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.

6.1.3 Licensor Inspection Rights. Contractor acknowledges that Licensor Equipment will be inspected by Contractor prior to its use and hereby agrees to accept Licensor Equipment in its installed and operating condition unless Contractor expressly states otherwise in a writing promptly delivered to Licensor within thirty (30) days following such inspection. On or immediately prior to the Commencement Date of Contractor's operations, the Parties shall conduct a joint inventory and condition survey of Licensor Equipment used by Contractor and make a written record thereof, with each Party indicating by authorized signature its acceptance of said written record. Any additional equipment for use in the Facilities added by Contractor requires the prior Consent of Licensor. Licensor shall have the right to inspect and inventory Licensor Equipment at any time deemed reasonable and necessary by Licensor.

6.2 Smallwares and Contractor Supplied Equipment.

6.2.1 Smallwares and Office Equipment. Smallwares shall be provided by Licensor pursuant to **Section 4.1.1** hereof. In the event that the Capital Investment Allowance granted to Licensor is not sufficient for the initial purchase of all Smallwares necessary for the efficient operation of the Facilities, additional purchases of Smallwares

shall be purchased by (or on behalf of) and chargeable to Licensor. The Smallwares initially purchased by or on behalf of Licensor shall be set forth in **Exhibit E**. Contractor shall provide and maintain at its expense all Office Equipment set forth in **Exhibit E**, as amended from time to time, necessary or appropriate to provide a full and complete operating system for the Services to be provided pursuant to this Agreement and consistent with the quality and service goals described herein.

6.2.2 Replacement. Contractor shall, as necessary or appropriate from time to time, furnish replacement Smallwares and Office Equipment as is required for the proper operation of the Facilities.

6.2.3 POS Equipment. Contractor and Licensor shall cooperate in the selection of the POS Equipment to be used by Contractor for all of Contractor's retail Facilities where Refreshments are sold to the public. The POS Equipment will be designed to support the high levels of customer service desired hereunder. Licensor and Contractor shall use best reasonable commercial efforts to mutually agree on Licensor's final selection of the POS Equipment, subject to the approval of the Team. Licensor shall be responsible for all costs and expenses associated with its installation and implementation pursuant to Section **4.1.1**.

6.2.4 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), and (ii) the Team the unamortized amount of the Team Funded Capital Investment Allowance amount, if any. 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.

6.2.5 Technology Evaluation and Advancements. Contractor and Licensor shall have the option to evaluate other technologies such as so-called "smart cards" and debit cards to determine if such technologies shall be implemented on a case-by-case basis at the Stadium, on the Plaza, or at the Urban Park, with such evaluation also to include a determination as to whether the fees associated with the use of such technologies shall be excluded from or included in the definition of Gross Sales.

6.3 Yearly Accounting.

Contractor shall annually, between the end of each Agreement Year during the Term and the beginning of the next Agreement Year during the Term, provide to Licensor, with a copy to the Team, a complete listing and description of all Equipment, including Licensor Equipment, POS Equipment, Smallwares, Promoted Equipment, and Office Equipment, along with Contractor's plans and recommendations for replenishment.

SECTION VII
EQUIPMENT REPLACEMENT AND RELOCATION/ALTERING OF FACILITIES

7.1 Replacement of Licensor Equipment and Smallwares.

7.1.1 Capital Reserve Fund. Contractor shall pay to Licensor with respect to each Agreement Year during the Term an amount equal to two and one-half percent (2 1/2%) of Gross Sales under this Agreement for equipment replacement, future capital improvements, and service enhancements (the "**Capital Reserve Fund**"). Payments for the Capital Reserve Fund shall be remitted monthly to Licensor during the Term, subject to the right of Contractor to reduce the amount of the Capital Reserve Fund to reflect those costs incurred by Contractor pursuant to **Section 7.1.4** with the prior Consent of Licensor. Payment shall be made to Licensor by Contractor within fifteen (15) days after the close of the Accounting Period. The Capital Reserve Fund shall be used for such equipment replacement, future capital improvements, and service enhancements to the Facilities as determined in the sole discretion of Licensor. In furtherance and clarification of the foregoing, all such replacements, improvements and enhancements to the Facilities shall conform to the requirements of the Use Agreement and shall utilize materials and component parts of substantially the same quality as used in the applicable area of the Facility. The Capital Reserve Fund shall be the sole asset and property of Licensor and Contractor shall have no Claim, under any circumstances, to the Capital Reserve Fund or any Leasehold Improvements, assets or other property acquired by Licensor with use of the Capital Reserve Fund.

7.1.2 Capital Reserve Fund Budget. Sixty (60) days prior to the first anniversary of the Commencement Date and sixty (60) 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.

7.1.3 Cost of Replacement. Licensor shall be responsible for the costs necessary to replace Licensor Equipment; **provided**, **however**, if replacement of Licensor Equipment becomes necessary due to the intentional misconduct or negligent act or omission of Contractor, the cost of such replacement shall be the obligation of Contractor. Contractor shall maintain and replace the inventory of Smallwares at a level agreed upon by Licensor and Contractor.

7.1.4 Contractor Incurred Costs. To the extent that Contractor incurs any costs in connection with the replacement of Licensor Equipment other than pursuant to the provision in **Section 7.1.3**, Contractor shall be entitled either (i) to reduce the amount of the Capital Reserve Fund payment required to be made by Contractor to reflect the amount of such costs which are incurred by Contractor, or (ii) to be reimbursed by Licensor for the amount of such costs; **provided**, **however**, that such costs have been

approved in advance by Licensor, with any such reimbursement to be made to Contractor within thirty (30) days following receipt of an invoice for completed work.

7.1.5 Report of Charged Reserves. Within sixty (60) days following the end of each Agreement Year during the Term, Licensor shall provide Contractor with a report which indicates the expenditures which have been charged against the Capital Reserve Fund during such Agreement Year and the ending balance of the Capital Reserve Fund as of the end of such Agreement Year.

7.2 Relocation and Altering Facilities.

7.2.1 Contractor Relocation and Alteration. Contractor shall not relocate, alter, add to or in any way vary the permanent Facilities or make any alterations or installation without having first obtained the Consent in writing of Licensor. Any alterations, improvements and additions to the Facilities (the "**Contractor Improvements**") that are approved by Licensor shall be made in accordance with all Applicable Laws and the Use Agreement, and shall at once when made or installed be deemed to have attached to the Stadium and to have become the property of Licensor, subject to the terms of **Section 11.1.2** of this Agreement, as applicable. The Contractor Improvements shall remain for the benefit of Licensor during, at and after the end of this Agreement, and the Contractor Improvements shall be maintained by Contractor and shall be in good working order and condition. The payment for all Contractor Improvements shall be negotiated between Licensor and Contractor. Contractor shall have no obligation to make any Contractor Improvements. Contractor Improvements may include, for example, provision of fixed concession millwork, stainless steel counter tops and graphic signage and foodservice lighting both interior and exterior to the Facilities depicting foodservice areas/locations throughout the Facilities. The foregoing provisions of this **Section 7.2.1** do not apply to repair and maintenance duties under **Section VIII** of this Agreement.

7.2.2 Licensor Relocation of Facilities. Licensor may relocate and/or modify one or more of the Facilities to the extent deemed necessary or appropriate by Licensor for the benefit of its operations in the Stadium or on the Stadium Site; **provided**, **however**, that Licensor shall provide replacement Facilities with a substantially equivalent amount of floor space as contained in the Facilities prior to such relocation or modification. All costs of relocation and construction of such replacement Facilities for operation shall be borne by Licensor. Licensor shall use reasonable efforts to locate any such new Facilities in areas of the Stadium that are reasonably assessed to have similar numbers of patrons and fans as, and are otherwise comparable to, the areas being replaced.

SECTION VIII
CLEANING, SANITATION AND MAINTENANCE AND REPAIR

8.1 General Contractor Obligations.

Subject to the obligations of Licensor under **Section 7.1**, Contractor shall (i) maintain the Facilities in first-class, clean, safe and sanitary condition in accordance with this Agreement, the NFL Rules and the Use Agreement, (ii) repair and maintain Licensor Equipment, the Equipment and Smallwares in safe, operable and presentable condition (except ordinary wear and tear), and (iii) conduct the business generally at the highest level of cleanliness, safety and neatness at all times as reasonably practicable. All repairs, maintenance and replacements shall utilize materials and component parts of substantially the same quality as those being repaired, maintained or replaced. Contractor shall be obligated to comply with such plan before and after it is adopted. Licensor shall be sole judge as to the sufficiency of the cleanliness and neatness of appearance of the Facilities, the Equipment and Licensor Equipment, and shall have the right to require Contractor to make any changes or alterations thereto that it may deem desirable in its reasonable good faith belief taking into account applicable industry standards. Contractor shall return to Licensor the Facilities, the Equipment and Licensor Equipment, in a neat and tidy condition and in good operating order (less normal wear and tear) at the expiration or other termination of this Agreement. Contractor shall at all times permit and facilitate inspection of the Facilities by authorized public authorities. Contractor shall adopt and submit for Consent by Licensor the following:

(A) a written description of Contractor's approach to sanitation practices;

(B) a written description of Contractor's program used to train employees in proper sanitation procedures; and

(C) a "Hazard Analysis Critical Control Point" plan that is in compliance with the requirements specified by Hennepin County, Minnesota, including systems and technologies to control the spread of food borne illnesses.

8.2 Garbage.

8.2.1 Transport. Contractor shall transport all waste materials generated by Contractor, including grease, from all of the Facilities, including the Refreshment Service Facilities, Concession Facilities and condiment stations to the garbage pick-up areas, in a manner and by a reasonable and appropriate route designated by Licensor. Such removal shall be made after each Event. All trash removal from the designated garbage pick-up area costs shall be borne by Licensor.

8.2.2 Receptacles. Licensor shall, at its sole cost, provide sufficient waste receptacles at each location.

8.3 Grease and Cleaning Agents.

Without limiting the generality of this **Section VIII**, Contractor shall clean and maintain all grease traps and exhaust hoods within the Facilities. Contractor must not discharge any

grease into the Stadium drains and must keep grease in containers for disposal by Contractor. If Contractor fails to comply with this provision, any cost, charge or expense involved in opening, cleaning or repairing of drains shall be paid by Contractor. Contractor shall comply with all Applicable Laws regarding environmental health and safety matters, including the use and disposal of chemical or caustic cleaning agents and the like.

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.

8.5 Maintenance Services.

Contractor shall provide standard janitorial and maintenance services in all Facilities. Cost of repair of Damage done to floors/carpeting, walls, windows, or other property and other areas of the Facilities by reason of Contractor's operation of Services areas, ordinary wear and tear excluded, will be the responsibility of Contractor. Contractor must employ the necessary cleaning personnel before, during and after the hours of each Event to comply with these provisions subject to prior Consent of Licensor. These personnel will provide cleaning services only during designated times.

8.6 Operations Warewashing.

Contractor will wash after each use all non-disposable serviceware, flatware, glassware, cutlery, and such other utensils and appliances to achieve maximum cleanliness, sanitation and high quality drying.

8.7 Compliance.

In the event that Contractor does not comply with the repair, maintenance, replacement and other associated covenants set forth in this **Section VIII** or elsewhere in this Agreement, Licensor shall have the right to perform such work and charge the cost thereof to Contractor.

SECTION IX
PERFORMANCE BOND

Within ten (10) days after the Effective Date, 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) 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.

SECTION X
TERMINATION

10.1 Termination by Licensor.

Licensor shall have the right to terminate this Agreement if any of the following shall occur:

(i) if Contractor at any time is in default of its material obligations (other than payment obligations which are addressed in **Section 10.1(ii)** below) under this Agreement, and such default persists for thirty (30) days after written notice thereof is given by Licensor, or if such default cannot be cured within thirty (30) days, such time as may be reasonably necessary to cure so long as Contractor is diligently prosecuting to cure but not to exceed an additional thirty (30) days;

(ii) if Contractor fails to pay to Licensor Commissions or any other undisputed amounts required to be paid hereunder when due and such failure to pay persists for ten (10) business days after written notice thereof;

(iii) the filing by or against Contractor of a bankruptcy, insolvency, receivership, reorganization or arrangement proceeding or the initiation of any similar type of proceeding (if involuntary, the same not having been dismissed after sixty (60) days from the date of filing), or if Contractor shall be unable or unwilling to pay its debts when due;

(iv) any breach in any material respect of any representation or warranty made by Contractor;

(v) the Commencement Date shall not have occurred prior to the start of the 2017 Football Season;

(vi) the Use Agreement is terminated for any reason in accordance with its terms, and there is no stay of such termination pending; or

(vii) if:

(A) Contractor fails to develop and implement a Corrective Action Plan as required by, and in accordance with the terms and provisions of, **Exhibit B, Sections B.1(c) and B.1(d)(F)**; or

(B) Contractor fails to develop and implement a Corrective Action Plan as required by, and in accordance with the terms and provisions of, **Exhibit B, Section B.2(d)**.

10.2 Termination by Contractor.

Contractor shall have the right to terminate this Agreement if any of the following shall occur:

(i) if Licensor at any time is in default of its material obligations (other than payment obligations) under this Agreement, and such default persists for thirty (30) days after written notice thereof is given by Contractor, or if such default cannot be cured within thirty (30) days, such time as may be reasonably necessary to cure so long as Licensor is diligently prosecuting to cure but not to exceed an additional thirty (30) days;

(ii) if Licensor fails to pay to Contractor any undisputed amounts required to be paid hereunder when due and such failure to pay persists for ten (10) business days after written notice thereof;

(iii) the filing by or against Licensor of a bankruptcy, insolvency, receivership, reorganization or arrangement proceeding or the initiation of any similar type of proceeding (if involuntary, the same not having been dismissed after sixty (60) days from the date of filing), or if Licensor shall be unable or unwilling to pay its debts when due;

(iv) any breach in any material respect of any representation or warranty made by Licensor;

(v) the Commencement Date shall not have occurred prior to the start of the 2017 Football Season; or

(vi) the Use Agreement is terminated for any reason in accordance with its terms, and there is no stay of such termination pending.

10.3 Wind-Up and Cooperation.

If this Agreement expires or is otherwise terminated, the Parties shall promptly and cooperatively work together in the process of wind-up of Contractor's operations and Services under this Agreement, including (i) notification of employees, subcontractors, vendors, suppliers and others having contractual or other arrangements with respect to Services rendered pursuant to this Agreement at the Stadium Site, (ii) completion of all calculations and schedules for reconciliations, inventory, accounting, Claims and payments arising under this Agreement, and (iii) transition, as applicable, to any third Person that will take over the Services. Licensor and Contractor shall use best reasonable commercial efforts to complete and constructively cooperate in the wind-up process as expeditiously as possible.

10.4 Duties Upon Termination.

Upon termination, Contractor shall be required to:

(i) vacate the Facilities and leave the Facilities and all Equipment in good operating condition. Contractor shall not have the right to remove any Leasehold Improvements, Equipment or other assets or property belonging to Licensor, the Team, and the Authority (if the Authority is not the Licensor hereunder), or any of their respective agents or representatives; and

(ii) Contractor shall remove all trash, stocks and material, supplies, tools, etc., belonging to Contractor's agents. Costs of such removals and restoration shall be borne by Contractor. If such trash, stacks of materials, supplies, tools, etc., placed on the Facilities by Contractor or Contractor's agents have not been removed by Contractor by the date of termination, it will be the option of Licensor to remove the same at Contractor's cost, risk and expense or to retain or dispose of the same or any part thereof, without payment or reimbursement to Contractor, unless other arrangements have been made in writing, between Licensor and Contractor with regards to the removal thereof.

SECTION XI
REMEDIES

11.1 Remedies.

11.1.1 Remedies Upon Default. Upon the occurrence of any of the events described in **Section X** above, and following the giving of notice and passage of any applicable cure period, if the material default remains uncured, then in addition to any other rights and remedies which either Party may have hereunder, at law, in equity or otherwise, the non-defaulting Party may declare this Agreement terminated, and recover Damages permitted by Applicable Law and/or seek specific performance or other injunctive or equitable relief. Notwithstanding any provision to the contrary in this Agreement, in no event shall any Party to this Agreement (including third party beneficiaries) be liable to the other for consequential, incidental, indirect, punitive or special damages in connection with this Agreement, including, without limitation, loss of profit, business, reputation or goodwill; provided, however, the foregoing waiver shall not apply to any third party indemnification Claim arising under **Sections 5.3.1** or **5.3.2** of this Agreement.

11.1.2 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; and (ii) any invoices which remain unpaid by Licensor (such amounts collectively being referred to as the "Termination Payment"). 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.

11.1.3 Default Termination Payment. Notwithstanding the foregoing and except as provided in **Section 11.1.4**, in the event of early termination of the Term of this

Agreement due to a material breach or default by Contractor, Licensor shall have the right, among other remedies, to reduce the amount payable to Contractor upon termination pursuant to **Section 11.1.2** by: an amount equal to collectively, the "**DT Projected Loss.**"

(i) the direct costs incurred by Licensor in effecting a cure of such breach by Contractor (including without limitation, the direct cost incurred in arranging for a replacement concessionaire); ***plus***

(ii) the then unpaid amount of any then past due Commissions, Future Commissions and other amounts otherwise payable to Licensor pursuant to this Agreement (less amounts payable by any successor concessionaire or the estimated net profits achievable by Licensor (if Licensor performs the Services) calculated as if Licensor were required to pay the Commissions set forth in **Section 4.1**); ***less***

(iii) an amount reasonably determined by Licensor based upon Licensor's express obligation and duty to mitigate Damages related to such breach and termination, including without limitation the amounts payable to Licensor by any successor concessionaire or the estimated net profits achievable by Licensor (if Licensor performs the Services) as the same shall be calculated by Licensor in a commercially reasonable, competitive market-based manner, including, without limitation, incorporation of such factors as anticipated team performance, attendance and event mix, mix of products, price for all products, alcoholic beverage sales, and other factors customary to maximizing profits at any substantially similar sports venue (collectively, the "**Future Revenue Factors**"); subject to clawback to Contractor of any DT Projected Loss in excess of actual losses sustained by Licensor.

For purposes of this provision, the Parties agree that "**Future Commissions**" shall mean the number of years remaining in the Term times the most recent five (5) Agreement Year annual average Commission stream of actual amounts paid as Commissions hereunder; provided, however, if at the time of the default termination less than five (5) full years have elapsed from and after the Commencement Date, Future Commissions shall be determined by reference to Contractor's Commissions projections submitted with its last bid to Licensor (upon which Licensor accepted Contractor's bid); **provided**, **further**, that (1) the Guaranteed Commission provisions set forth in **Exhibit C** shall apply with respect to such calculation and (2) if the Future Commissions are reasonably determined to exceed the Guaranteed Commission provisions set forth in **Exhibit C**, the amount of Future Commissions shall be adjusted to reflect revised Commissions projections for the years remaining in the Term at the time of termination, inclusive of (a) any MAE with respect to NFL Rules, (b) normalization for increased revenue effects reasonably associated with the opening of the Stadium and (c) all applicable Future Revenue Factors.

11.1.4 Corrective Action Plan Default Termination Payment. In the event of termination pursuant to **Section 10.1(vii)(A) and (B)** Licensor shall have the right,

among other remedies, to reduce the amount payable to Contractor upon termination pursuant to **Section 11.1.2** by:

(i) the direct costs incurred by Licensor in effecting a cure of such breach by Contractor (including without limitation, the direct cost incurred in arranging for a replacement concessionaire); ***plus***

(ii) the then unpaid amount of any then past due Commissions and other amounts otherwise payable to Licensor pursuant to this Agreement.

SECTION XII
GOVERNMENTAL ENTITY EXCLUSION

12.1 Governmental Entity Exculpatory Provision.

Contractor acknowledges that Licensor's interest in the Stadium arises from its interest as owner of the Stadium and that any possessory or other rights with respect to the Stadium, Stadium Infrastructure or the Stadium Site granted to Contractor by this Agreement terminate upon the expiration or termination of the Use Agreement. Contractor acknowledges that this Agreement imposes no contractual obligations upon the state of Minnesota, the Authority – only if Authority is not the Licensor, Hennepin County, Minnesota, or the City of Minneapolis, Minnesota (individually, a "**Governmental Body**" and collectively, the "**Governmental Bodies**"), unless, until, and only if any such Governmental Body expressly assumes in writing the obligations of Licensor hereunder pursuant to the provisions of the Use Agreement. If a default or breach under this Agreement, of any kind or nature whatsoever, Contractor agrees that it shall not look to any of the Governmental Bodies, and shall look solely to Licensor (or its successors or assigns), at the time of the default or breach for remedy or relief; and that no member, officer, employee, agent, independent contractor, or consultant of the Governmental Bodies shall be liable to Contractor, or any successor in interest to Contractor, if any default or breach by the applicable Governmental Body under the Use Agreement, or of any other obligation under the terms of this Agreement. Licensor is not and shall not act as an agent of any Governmental Body or any other governmental authority, or in any manner contract for or bind any such Governmental Body or governmental authority. Upon the termination of the Use Agreement, this Agreement may, at the option of Licensor upon written notice to Contractor, also be terminated without any right of Claim against Licensor, its appointed officials, commissioners, directors, officers, agents, employees, independent contractors, or consultants.

SECTION XIII
SUBORDINATION

13.1 Subordination and Compliance – Instruments of Security.

This Agreement and all rights of Contractor hereunder are subject and subordinate to any deeds of trust, mortgage or other instruments of security that do now or may hereafter cover the Stadium Site, the land upon which the Stadium Site is situated, the Use Agreement to Licensor or its Affiliates, or any interest of Licensor therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such deeds of trust, mortgages, or instruments of security.

Contractor shall execute any agreement required to effectuate the priority of the Use Agreement or other encumbrances and if Contractor fails to do so within ten (10) days after written demand, in addition to being in default hereof, Contractor irrevocably appoints Licensor as Contractor's attorney-in-fact, coupled with an interest, and in Contractor's name, place and stead, to do so. If any such mortgagees or lessors of the encumbrances shall elect to make this Agreement prior to the lien of its encumbrances, and shall issue written notice thereof to Contractor, this Agreement shall be deemed prior to such encumbrance.

SECTION XIV
MISCELLANEOUS

14.1 Entire Agreement.

This Agreement, including the exhibits, schedules, other attachments hereto and documents referred to and incorporated herein by reference, is the final, complete and exclusive statement and expression of the agreement between and among the Parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of, any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

14.2 Amendment.

No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in a writing that is signed and delivered on behalf of each of such Parties by their respective representatives hereunto duly authorized.

14.3 Headings.

All section headings are for reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement.

14.4 Non-Waiver.

No condoning, excusing or overlooking by Licensor or Contractor of any default, breach or nonobservances by the other Party in respect of any covenant, proviso or condition herein contained shall operate as a waiver of Licensor's or Contractor's rights hereunder in respect to any continuing or subsequent default, breach or non-observance, or operate so as to defeat or affect in any way the rights of Licensor or Contractor in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by Licensor or Contractor save only an express waiver in writing. The acceptance by either Party of payment for any period or periods after a default or violation of any of the terms of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of the such Party pursuant to this Agreement to terminate this Agreement for such violation or default or for continuation or repetition of the original violation or default. All rights and remedies of Licensor and Contractor contained or referred to in this Agreement shall be cumulative and not alternative.

14.5 Governing Law; Venue; Resolution of Disputes.

This Agreement is entered into in the City of Minneapolis, Minnesota, and shall be governed, interpreted and enforced in accordance with the internal laws of the State of Minnesota, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the Applicable Law of any state other than the State of Minnesota. The Parties agree that the exclusive venue for any Claims or actions arising under or in relation to this Agreement and the rights, responsibilities and duties of the Parties hereunder shall be in Hennepin County, Minneapolis, Minnesota.

14.6 Notices.

Until written notice of change of address is given by either Party to the other by registered letter properly addressed, any notice with reference to the subject matter of this Agreement shall be deemed to have been sufficiently given when the notice shall be in writing and delivered personally or sent by telecopy (with confirmation of receipt) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier addressed to:

To the Licensor or the Authority:
Minnesota Sports Facilities Authority
Mall of America Field
900 South Fifth Street
Minneapolis, MN 55415
Attn.: Michele Kelm-Helgen
Attn.: Ted Mondale

with a Copy to:
Dorsey & Whitney LLP
50 South 6th Street, Suite 1500
Minneapolis, MN 55402
Attn.: Robert Hensley
Attn.: Jay Lindgren

To the Team:
Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Kevin Warren
Executive Vice President of Legal Affairs &
Chief Administrative Officer

with a Copy to:
Briggs and Morgan, Professional Association
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn.: Michael J. Grimes

Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn.: Steve LaCroix
Executive Vice President of Sales & Marketing
& Chief Marketing Officer
Attn.: Steven D. Poppen
Executive Vice President of Finance &
Chief Financial Officer

To Contractor: Aramark Sports and Entertainment Services, LLC
Aramark Headquarters
1101 Market Street
Philadelphia, PA 19107
Attn.: President – Sports and Entertainment

with a Copy to: Aramark Sports and Entertainment Services, LLC
Aramark Headquarters
1101 Market Street
Philadelphia, PA 19107
Attn.: Vice President & Associate General Counsel – Sports
and Entertainment

Any notice given by telecopy shall be deemed to have been received when sent (with confirmation of receipt). Any notice delivered personally or by a nationally recognized overnight courier shall be deemed to have been received when delivered. Any notice given by certified or registered mail as aforesaid shall be deemed to have been received by the Party to whom it is addressed on the third (3rd) business day following the day upon which it is mailed.

14.7 Successors and Assigns.

14.7.1 Assignment Binding. The provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective authorized successors and assigns.

14.7.2 Assignment by Contractor. Contractor shall not have the right to assign, transfer, or convey this Agreement whether by operation of law, sales of assets or otherwise without having first obtained Licensor's prior written Consent thereto, and Licensor may withhold or condition its Consent for any reason or no reason. Notwithstanding anything herein to the contrary, Contractor shall have the right to assign, transfer or convey this Agreement to an Affiliate of Contractor, provided (i) such assignee or transferee shall assume all of Contractor's rights and obligations under this Agreement as of the date of transfer, and (ii) Contractor shall remain liable and obligated under this Agreement for any non-performance of any such assignee or transferee.

14.7.3 Transfers and Assignment by Licensor. Licensor may transfer, assign, sell or otherwise convey all or any part of any of its rights and interests under this Agreement. This Agreement and related rights of Contractor shall be subject to the interests of any future liens, assignments, deeds of trust or other encumbrances created as part of financing or other purposes. Credit checks of Contractor may be performed in conjunction with such financing or other purposes. To the extent that Licensor transfers, assigns, sells or otherwise conveys all or any part of its interest in such manner as to create a successor to Licensor (the "**Successor Licensor**"), the Successor Licensor will assume Licensor's obligations under this Agreement as of the date of such transfer. Successor Licensor will not be liable for any Claims, offsets, refunds or default of Licensor under this Agreement prior to the date of such transfer (liability for such obligations remain with Licensor).

14.8 Third Person Beneficiaries.

14.8.1 General Statement Regarding Third Person Beneficiaries. Except as otherwise expressly stated herein, nothing in this Agreement is intended to or shall confer upon any other Person, any rights or remedies of any nature whatsoever; **provided**, **however**, by way of definition and clarification (i) Licensor, if no longer a Party to this Agreement, and its successors and assigns shall be an intended third Person beneficiary of this Agreement, and (ii) the Governmental Bodies shall be intended third Person beneficiaries of this Agreement solely to the extent of their respective interests herein; **provided** that the forgoing shall not provide a basis for the Governmental Bodies to make any Claim against Licensor or its successors or assigns, or their respective Affiliates.

14.8.2 StadCo and the Team as Third Person Beneficiaries. Licensor and Contractor acknowledge and agree that StadCo and the Team are direct and intended third party beneficiaries of this Agreement. The foregoing shall be deemed by the Parties to include the direct right to enforce terms of this Agreement which arise from, in connection with, or incident to, the interests of StadCo or the Team under this Agreement including without limitation (i) audit rights with respect to Commissions, (ii) point of sale and other Service delivery systems and equipment, (iii) determination of menus, pricing, quality, product offerings, procurement, Advertising, alcohol beverages to be offered and sold (including the time periods of such offer and sale) for Team Stadium Events, and the additional rights of the Team set forth in **Section 2.1.2**, (iv) approval of and participation in training of Contractor personnel to achieve the required service level for multipurpose NFL stadiums and Team Stadium Events, (v) prohibition and removal of liens, and (vi) general standards of conduct required of Contractor under this Agreement for Team Stadium Events. In addition to the foregoing, it is acknowledged and agreed that Licensor and Contractor shall use best reasonable commercial efforts to coordinate and cooperate with StadCo and the Team in the timing, delivery and provision of Services for Team Stadium Events, including coordination with representatives to resolve operational and other issues which arise in connection with the Services.

14.9 Time of the Essence.

The Parties understand and agree that time is of the essence in the performance of this Agreement.

14.10 Independent Contractor Status.

All Parties to this Agreement understand and agree that Contractor is an independent contractor and not an agent, servant, employee, joint venturer or partner of Licensor, and nothing contained in this Agreement or in the performance of the obligations of the Parties hereunder shall be deemed to constitute or create any such relationship between Contractor and Licensor.

14.11 Specific Performance.

Contractor agrees that irreparable Damage would occur in the event that Contractor violates any of the provisions of this Agreement that are not (other than the payment of money) performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that Licensor shall be entitled to injunctive relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, such right of specific performance being in addition to any other remedy to which Licensor is entitled at law or in equity.

14.12 Severability.

In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

14.13 Survival.

Each of Contractor's representations, covenants and agreements set forth in this Agreement shall indefinitely survive any termination or expiration of this Agreement until such representations, covenants and agreements are fully satisfied and require no further performance or forbearance, or the rights of a Person hereunder expire on a specific date or pursuant to a specific event or occurrence.

14.14 Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The terms and phrases used in this Agreement, unless the context otherwise requires, shall be interpreted as follows: (i) the words "including," "include" or "includes" shall mean including without limitation, (ii) reference to any agreement (including this Agreement), appendix, schedule, exhibit, instrument or coverage policy means as such is amended, modified or supplemented, including by waiver or consent, (iii) reference to any Applicable Law means such Applicable Law as amended, modified, codified or reenacted, in whole or part, and in effect from

time to time, (iv) reference to any Party includes such Person's successors and assigns, to the extent that such successors and assigns are permitted by this Agreement, and (v) a word or term defined in the singular or in the plural shall be deemed to be defined also for the plural or singular usage.

14.15 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the Parties to any other Party, and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

14.16 Team's Rights Under the Use Agreement.

This Agreement is subordinate in all respects to the Team's rights under Article 12 (Concessions and Other Food Beverage Services), including all cross-referenced sections within such Article 12, and any other provisions where the Team has rights with respect to Concessions, in the Use Agreement, as such Use Agreement exists as of the date hereof (i.e., this Agreement is subordinate to the foregoing described Team's rights as currently set forth in the Use Agreement as it exists on the date hereof, and not as such Use Agreement may be modified in the future). Any conflict between a provision of this Agreement and the Use Agreement shall be resolved in favor of the Use Agreement, as such Use Agreement exists as of the date hereof; **provided**, by way of clarification, supplemental rights granted in this Agreement which do not conflict with the Use Agreement as it exists as of the date hereof shall be valid and enforceable, but only to the extent that no right of the Team is abrogated by such supplement. The rights of the Team set forth in the Use Agreement existing as of the date hereof with respect to the subject matter of this Agreement shall be in no way abrogated by this Agreement or by the Authority or Licensor with respect to the Team's rights under this Agreement. The Authority and Contractor shall in good faith honor the Team's rights under the Use Agreement existing as of the date hereof with respect to the subject matter of this Agreement, and each of the Authority and Contractor acknowledge and agree that such Use Agreement provisions existing as of the date hereof relating to the subject matter hereof and the Team's third party beneficiary status under this Agreement shall be read as constituting the Team's rights herein. If the Use Agreement is amended subsequent to the date hereof, the Parties agree to work in good faith to modify this Agreement to reflect such amendment.

[SIGNATURE PAGE FOLLOWS]

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

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Name: Michele Kelm-Helgen
Title: Chair

By: _____
Name: Ted Mondale
Title: CEO / Executive Director

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO FOOD AND BEVERAGE, CATERING, AND CONCESSION AGREEMENT]

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

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Name: Michele Kelm-Helgen
Title: Chair

By: _____
Name: Ted Mondale
Title: CEO / Executive Director

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

By: _____
Name: Carl M. Mithleman
Title: President, Sports & Entertainment

[SIGNATURE PAGE TO FOOD AND BEVERAGE, CATERING, AND CONCESSION AGREEMENT]

EXHIBIT A

DESCRIPTION OF THE STADIUM AND STADIUM SITE

The Stadium and Stadium Site shall mean the property described on **Exhibits C-1** and **C-2** of the Use Agreement, further identified in the Preliminary Site Plan and Final Site Plan as set forth on **Exhibits L-1** and **L-2** of the Use Agreement, including Appurtenant Property Rights. Use of the Stadium for the purposes set forth in this Agreement are exclusive as to Contractor; **provided**, **however**, that Contractor may be restricted on use of the Stadium Site for the Services described in this Agreement by the Use Agreement, which shall be controlling as to such matters.

EXHIBIT B

STANDARDS OF PERFORMANCE AND QUALITATIVE PERFORMANCE MEASURES

A. Contractor Standards of Performance

Contractor shall provide the Services in accordance with the terms and conditions set forth in the Agreement and standards of performance as mutually established by the Licensor and Contractor, which shall be set forth in this **Section A** of **Exhibit B**, and attached hereto, as of the Commencement Date (the "**Standards of Performance**"). The Parties agree that the Standards of Performance shall: (i) acknowledge that it is the intention of the Authority and Contractor that the Services be of the highest quality reasonably attainable so as to promote and enhance the operations of the Stadium, the Plaza, and the Urban Park, as applicable; (ii) contemplate that, in furtherance of the foregoing, Contractor shall set new and highly innovative standards of services, especially customer service, and continually review and improve such standards in the performance of the Services; (iii) require Contractor and Authority to meet no less than on an annual basis to review and evaluate the Standards of Performance and Contractor's achievement of the same and work in good faith to update or revise such Standards of Performance from time-to-time; and (iv) include such other performance standards as mutually agreed upon by the Parties.

[STANDARDS OF PERFORMANCE TO BE ATTACHED AT COMMENCEMENT DATE]

B. Qualitative Performance Measures.

The Parties agree that Contractor performance under this Agreement will be measured based on the scoring criteria set forth in this **Exhibit B,** as the same may be supplemented in accordance with this Agreement (the "**Qualitative Performance Measures**").

1. **Customer Service**: Contractor shall participate in, regular customer satisfaction surveys or other performance measurements to measure qualitative performance of the Services provided as a part of this Agreement as directed by the Authority and the Stadium Manager. The customer service component of Contractor's annual performance evaluation shall be determined through a collection of data from at least the following sources, unless otherwise agreed to by the Authority:

(a) Manager Customer Satisfaction Survey.

A. The Manager Customer Satisfaction Survey (the "**Manager Customer Satisfaction Survey**") will be (i) prepared by the Authority and the Stadium Manager, (ii) administered by the Stadium Manager and (iii) distributed to customers through various means and methods subsequent to each Event, or as otherwise determined by the Authority.

B. The Manager Customer Satisfaction Survey shall be designed to assess and grade general customer service and customer satisfaction in key performance areas (as determined by the Authority and the Stadium Manager, and subject to the approval of Contractor, which shall not be unreasonably withheld, conditioned and/or delayed) including the Services provided by Contractor herein and the results shall be compared to other public assembly facilities operated or managed by the Stadium Manager.

C. Performance shall be based on a scoring system measured on a 1 – 10 scale (with 10 being the highest score) or other such agreed upon scoring system.

D. Contractor shall maintain a minimum overall average rating of eight (8) for the agreed upon performance areas (or comparable rating if an alternative scoring system is utilized).

E. Dashboard and detailed reports will be provided to the Authority and Contractor by the Stadium Manager on at least a quarterly basis or as otherwise agreed by the Authority.

(b) Intercept Surveys / Mystery Shopper Reports.

A. The Authority may retain, at its cost, a qualified third party contractor, to perform customer intercept surveys, mystery shopping or other similar services (the "**Authority Surveys**").

B. The specific areas of performance evaluation for the intercept surveys and/or mystery shopper reports will be subject to the final determination by the Authority (and subject to the approval of Contractor, which approval shall not be unreasonably withheld, conditioned and/or delayed), but such Authority Surveys shall not interfere with Contractor's ability to perform its duties under this Agreement.

C. A rating system for the Authority Surveys or other similar services will be established by the Authority and Contractor prior to the Commencement Date, and as modified from time to time thereafter.

D. Contractor shall maintain a minimum average overall rating of eight (8) for the agreed upon key performance areas based on a scoring system measured on a 1 - 10 scale (with 10 being the highest score or a minimum overall rating of eighty percent (80%) satisfaction for the agreed upon key performance areas based on a scoring system measured on a 100 percent scale (with 100 percent being the highest score)).

(c) Contractor Compliance.

A. For Team Games and Team Events, if the Manager Customer Satisfaction Survey or the Authority Surveys (**Section B.1(a)** and **B.1(b)** above)

fall below the measurements set forth in **Sections B.1(a)(D)** or **B.1(b)(D)** above for two (2) Team Games or Team Events during the then applicable season, Contractor will be in breach and shall provide a Corrective Action Plan to remedy such breach within fifteen (15) days of notification of the second occurrence. The Contractor shall implement the Corrective Action Plan as soon as practicable; provided, however, if Contractor fails to develop and successfully implement a Corrective Action Plan by the earlier of (i) sixty (60) days of the end of the foregoing fifteen (15) day period or (ii) by the date that a second (2nd) Team Game or Team Event is held after such breach, the Authority may terminate this Agreement in accordance with **Section 10.1(vii)**.

B. For Authority Events, if the Manager Customer Satisfaction Survey or the Authority Surveys (**Section B.1(a) and B.1(b)** above) fall below the measurement set forth in **Sections B.1(a)(D) or B.1(b)(D)** above, respectively in the aggregate on a quarterly basis, Contractor will be in breach and shall provide a Corrective Action Plan to remedy such breach within fifteen (15) days of notification of such occurrence. The Contractor shall implement the Corrective Action Plan as soon as practicable; provided, however, if Contractor fails to develop and successfully implement a Corrective Action Plan for the subsequent quarter, the Authority may terminate this Agreement in accordance with **Section 10.1(vii)**.

(d) NFL "Voice of the Fan Survey" (or comparable survey, if the survey is no longer conducted by the NFL) (the "**Voice of the Fan Survey**").

A. The NFL Voice of the Fan Survey is currently an annual report issued by the NFL to all 32 member clubs.

B. The NFL Voice of the Fan Survey is designed to measure performance and satisfaction in many areas of Stadium Site operation and customer service.

C. Contractor will be evaluated on the key performance areas that Contractor controls or directly manages.

D. Performance is measured through a ranking system in various categories as compared to other NFL teams.

E. Contractor shall maintain a minimum overall rating within the top quartile of all NFL teams participating in the current Voice of the Fan Survey.

F. If the Voice of the Fan Survey falls below the measurement set forth in **Section B.1(d)(E)** above, Contractor will be in breach and shall provide a Corrective Action Plan to remedy such breach within 30 days of notification of such occurrence. The Contractor shall implement the Corrective Action Plan as soon as practicable; provided, however, if Contractor fails to develop and successfully implement a Corrective Action Plan in the subsequent NFL season, the Authority may terminate this Agreement in accordance with **Section 10.1(vii)**.

2. **Quality Operating Standards**: As a part of evaluating Contractor's performance under this Agreement, Facilities inspections shall be undertaken at the request of the Authority in accordance with the following:

(a) In addition to all rights set forth in this Agreement, the Authority or a qualified third party contractor retained by the Authority may perform regular Stadium Site inspections to evaluate equipment, cleanliness and general maintenance. Contractor may assign a representative to attend the inspections, if so desired.

(b) A rating system will be established to measure the applicable categories.

(c) Contractor shall maintain a minimum overall rating of eight (8) for the agreed upon key performance areas based on a scoring system measured on a 1 - 10 scale (with 10 being the highest score) or a minimum overall rating of eighty percent (80%) for the agreed upon key performance areas based on a scoring system measured on a 100 percent scale (with 100 percent being the highest score).

(d) If Contractor facility inspection reports fall below the measurements set forth in **Section B.2(c)** above, in the aggregate on a quarterly basis, Contractor will be in breach and shall provide a Corrective Action Plan to remedy such breach within fifteen (15) days of notification of such occurrence. The Contractor shall implement the Corrective Action Plan as soon as practicable; provided, however, if Contractor fails to develop or successfully implement a Corrective Action Plan for the subsequent quarter, the Authority may terminate this Agreement in accordance with **Section 10.1(vii)**.

At the end of each applicable Qualitative Performance Measure period set forth above in **Section B, 1 - Customer Service and 2 - Quality Operating Standards**, the Parties agree to meet and discuss the results of each measure of performance and the best means for implementation of performance enhancements that arise from the measures, including options for capitalizing on the positive results reported in the measure activities and addressing any negative results raised by the measure activities as well as any changes or new areas for the measure tools to focus upon for the next measurement period.

EXHIBIT C

COMMISSION RATES AND GUARANTEED COMMISSIONS

DESCRIPTION	Option 1	Option 2	Option 3
Term	10 years	10 years	10 years
Contractor Investment Allowance	$3,500,000	$7,000,000	$10,000,000
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).	**Concessions** $0 - $10M 53.0% $10M and up 55.0% Plaza / Urban Park Concessions* $0 - $2M 35.0% $2M and up 40.0%	**Concessions** $0 - $10M 51.0% $10M and up 52.0% Plaza / Urban Park Concessions* $0 - $2M 35.0% $2M and up 40.0%	**Concessions** 49.0% Plaza / Urban Park Concessions* $0 - $2M 35.0% $2M and up 40.0%
	Club Concessions $0 - $2M 40.0% $2M and Up 45.0% 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).	**Club Concessions** $0 - $2M 37.5% $2 - $5M 40.0% $5M and Up 42.5% 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).	**Club Concessions** $0 - $5M 35.0% $5M and Up 37.5% 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).
	Clubs 30.0% (for all inclusive Services)	**Clubs** 30.0% (for all inclusive Services)	**Clubs** 30.0% (for all inclusive Services)
	Suites $0 - $3M 33.0% $3M and Up 35.0%	**Suites** $0 - $3M 28.0% $3M and Up 35.0%	**Suites** $0 - $3M 23.0% $3M and Up 33.0%
	Restaurants 30.0%	**Restaurants** 30.0%	**Restaurants** 30.0%
	Catering 27.5%	**Catering** 25.0%	**Catering** $0 - $1.5M 23.5% $1.5M and up 25.0%