

EXHIBIT A
TO
ENTITLEMENT RIGHTS AREAS ACTIVATION AGREEMENT

1. **Medtronic Club - Biometrics Projector and Display**, dated June 9, 2016 (**Exhibit A-1**)
2. **Medtronic Plaza - Monument**, dated January 20, 2016, dated May 9, 2016 (**Exhibit A-2**)
3. **Delta Sky360 Club - Illuminated Wall Display**, dated March 29, 2016 (**Exhibit A-3**)
4. **Hyundai Club - Car Display/Video Monitor/Illuminated Wall Display**, dated May 18, 2016 (**Exhibit A-4**)
5. **Factory Motor Parts (FMP) Club - Product Display**, dated May 26, 2016 (**Exhibit A-5**)
6. **Buffalo Wild Wings Club - Fantasy Football Desk**, dated April 14, 2016 (**Exhibit A-6**)
7. **Mystic Lake Club Purple – Video Monitors**, dated May 26, 2016 (**Exhibit A-7**)



EXHIBIT A-1

MEDTRONIC CLUB - BIOMETRICS PROJECTOR AND DISPLAY

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Use Agreement Entitlement Rights.** All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Medtronic Club space depicted on **Exhibit A-1-1** and **Exhibit A-1-2**.
2. **Team Costs.** The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, related to the Medtronic Club Biometrics Projector and Display within such Medtronic Club space and as set forth on the attached location map and depiction as **Exhibit A-1-1** and **Exhibit A-1-2**, respectively.
3. **Authority Use and Responsibility for Costs.** The Medtronic Club Biometrics Projector and Display may be utilized for Authority Events when coordinated with and approved by the Team, which approval will not be unreasonably withheld. If used by the Authority during Authority Events, the Authority is responsible for cleaning and repair (if damaged) costs resulting from such use.
4. **Sleep Mode – Biometrics Projector and Display.** The Medtronic Club Biometrics Projector and Display will be placed in sleep mode when not in use for a Team Stadium Event or for an Authority Event (if such use is approved under paragraph 3 hereof).
5. **Authority License Agreement.** Medtronic has entered or will enter into a cost and royalty-free license agreement with the Authority substantially in the form of **Exhibit B** to this Agreement, licensing Medtronic for, among other things, design and installation of the Monument.

[SIGNATURE PAGE FOLLOWS]

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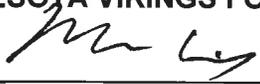
Minnesota Sports Facilities Authority

1005 4th Street South, Minneapolis, MN 55415



Acknowledged and Accepted:

MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

By: 
Mark Wilf, Owner/President

Date: December 30, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michele Kelm-Helgen, Chair

Date: December _____, 2016

By: _____
Ted Mondale, CEO/Executive Director

Date: December _____, 2016

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Exhibit A-1 – Page 2 of 2



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Mark Wilf, Owner/President
Date: December _____, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: Michele Keim-Helgen
Michele Keim-Helgen, Chair

Date: December 29, 2016

By: Ted Mondale
Ted Mondale, CEO/Executive Director

Date: December 30, 2016

**[SIGNATURE PAGE TO
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Exhibit A-1 – Page 2 of 2



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EXHIBIT A-1-1

MEDTRONIC CLUB - BIOMETRICS PROJECTOR AND DISPLAY

LOCATION MAP

SEE ATTACHED LOCATION MAP

FOR

Lower Club (South) Level (7752617)

Exhibit A-1-1

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EXHIBIT A-1-2

MEDTRONIC CLUB - BIOMETRICS PROJECTOR AND DISPLAY

DEPICTION

SEE ATTACHED DEPICTION

Depiction 1 (Biometrics Display) Medtronic Club (8098798)

Depiction 2 (Medtronic Projector for Biometrics Display) (8107367)



EXHIBIT A-2

MEDTRONIC - PLAZA MONUMENT

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Team Costs.** The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, related to the Medtronic Plaza Monument (the “**Monument**”) as set forth on the attached location map and depiction as **Exhibit A-2-1** and **Exhibit A-2-2** (exclusive of the Plaza surface below the Monument), respectively.
2. **Illumination Requirements – Team Stadium Events.** The Team will specify the lighting requirements for the Monument when operated during Team Stadium Events. The Team’s specifications for such illumination of the Monument will be consistent with recommendations of Audubon Minnesota adopted by the Stadium Implementation Committee, Minneapolis City Council and such other illumination requirements agreed to in writing by the Team and the Authority (the “**Illumination Requirements**”).
3. **Illumination Requirements – All Other Times.** At all times other than Team Stadium Events, the Monument will be illuminated in the manner specified and allowed by the Illumination Requirements and from sunset to the latest time specified and allowed by the Illumination Requirements.
4. **Authority License Agreement.** Medtronic has entered or will enter into a cost and royalty-free license agreement with the Authority substantially in the form of **Exhibit B** to this Agreement, licensing Medtronic for, among other things, design and installation of the Monument.

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By: 

Mark Wilf, Owner/President

Date: December 30, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____

Michele Kelm-Helgen, Chair

Date: December _____, 2016

By: _____

Ted Mondale, CEO/Executive Director

Date: December _____, 2016

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Exhibit A-2 – Page 2 of 2



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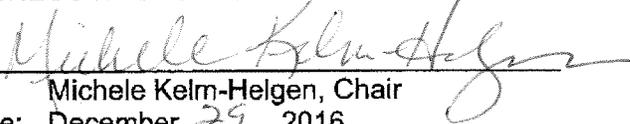
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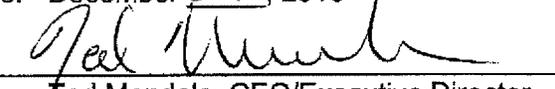
Acknowledged and Accepted:

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By: _____
Mark Wilf, Owner/President
Date: December _____, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michele Kelm-Helgen, Chair
Date: December 29, 2016

By: 
Ted Mondale, CEO/Executive Director
Date: December 30, 2016

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EXHIBIT A-2-1

MEDTRONIC - PLAZA MONUMENT

LOCATION MAP

SEE ATTACHED LOCATION MAP

FOR

South Plaza (7752619)

Exhibit A-2-1

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EXHIBIT A-2-2

MEDTRONIC - PLAZA MONUMENT

DEPICTION

SEE ATTACHED DEPICTIONS

Depiction 1 (Medtronic Plaza Monument – West Stadium View) (8107469)

Depiction 2 (Medtronic Plaza Monument – Close-Up –Stadium View) (8107479)

Depiction 3 (Medtronic Plaza Monument – Medtronic Sign - City View) (8107465)

Depiction 4 (Medtronic Plaza Monument – Medtronic Sign-Center Stadium View) (8107473)

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EXHIBIT A-3

DELTA SKY360 CLUB - ILLUMINATED WALL DISPLAY

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Use Agreement Entitlement Rights**. All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Delta Sky360 Club space depicted on **Exhibit A-4-2**.
2. **Team Costs**. The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, related to the Illuminated Wall Display within the Delta Sky360 Club space and as set forth on the attached location map and depiction as **Exhibit A-4-1** and **Exhibit A-4-2**, respectively.
3. **Placement of Signage - Illuminated Wall Display**. All Signage placed on the Illuminated Wall Display will be at eight (8) feet or lower.
4. **Team Right to Illuminate**. The Team will have the right to illuminate the Illuminated Wall Display for all Team Stadium Events.
5. **Authority Right to Illuminate and Responsibility for Costs**. The Authority will have the right to illuminate the Illuminated Wall Display for Authority Events. If so used by the Authority, the Authority is responsible for cleaning and repair (if damaged) costs resulting from such use.

Acknowledged and Accepted:

MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

By: 
Mark Wilf, Owner/President

Date: December 30, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michele Kelm-Helgen, Chair

Date: December _____, 2016

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Exhibit A-3



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EXHIBIT A-3

DELTA SKY360 CLUB - ILLUMINATED WALL DISPLAY

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Use Agreement Entitlement Rights.** All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Delta Sky360 Club space depicted on **Exhibit A-4-2**.
2. **Team Costs.** The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, related to the Illuminated Wall Display within the Delta Sky360 Club space and as set forth on the attached location map and depiction as **Exhibit A-4-1** and **Exhibit A-4-2**, respectively.
3. **Placement of Signage - Illuminated Wall Display.** All Signage placed on the Illuminated Wall Display will be at eight (8) feet or lower.
4. **Team Right to Illuminate.** The Team will have the right to illuminate the Illuminated Wall Display for all Team Stadium Events.
5. **Authority Right to Illuminate and Responsibility for Costs.** The Authority will have the right to illuminate the Illuminated Wall Display for Authority Events. If so used by the Authority, the Authority is responsible for cleaning and repair (if damaged) costs resulting from such use.

Acknowledged and Accepted:

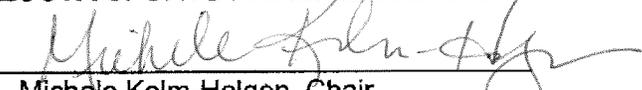
MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

By: _____

Mark Wilf, Owner/President

Date: December _____, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By:  _____
Michele Kelm-Helgen, Chair

Date: December 29, 2016

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Ted Mondale, CEO/Executive Director

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EXHIBIT A-3-1

DELTA SKY360 CLUB - ILLUMINATED WALL DISPLAY

LOCATION MAP

SEE ATTACHED LOCATION MAP

FOR

Event Level Locations – Two (2) (7752625)

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EXHIBIT A-3-2

DELTA SKY360 CLUB - ILLUMINATED WALL DISPLAY

DEPICTION

SEE ATTACHED DEPICTIONS

Depiction 1 – Delta Club – Closest to Field (8099188)

Depiction 2 – Delta Club – Entry Way Sign (8099190)



EXHIBIT A-4

HYUNDAI CLUB - CAR DISPLAY/VIDEO MONITOR/ILLUMINATED WALL DISPLAY

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Use Agreement Entitlement Rights** . All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Hyundai Club space depicted on **Exhibit A-5-2**.
2. **Team Costs**. The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, related to the (i) car display, (ii) Illuminated Wall Display and (iii) video monitor within such Hyundai Club space and as set forth on the attached location map and depiction as **Exhibit A-5-1** and **Exhibit A-5-2**, respectively.
3. **Cover/Deactivation**. The Authority will have the right to cover the car display or have the Team remove and store the car display at the cost of the Team if the car display conflicts with an Authority Event (as determined by the Authority). The Team will be given a license for all access to the Stadium that is necessary to remove and reinstall the car display prior to the next Team Stadium Event, in accordance with No. 6 below.
4. **Authority Use – Video Monitor and Responsibility for Costs**. The Authority will have the right to use the video monitor for Authority Events. If so used by the Authority, the Authority is responsible for cleaning and repair (if damaged) costs resulting from such use.
5. **Authority Use – Illuminated Wall Display and Responsibility for Costs**. The Authority will have the right to illuminate the Illuminated Wall Display for Authority Events. If so used by the Authority, the Authority is responsible for cleaning and repair (if damaged) costs resulting from such use.
6. **Authority License Agreement and Stadium Storage**. Hyundai has entered or will enter into a cost and royalty-free license agreement with the Authority in a modified short-form of **Exhibit B** to this Agreement, licensing Hyundai and the Team for movement of the vehicle used in the Car Display to and from the Hyundai Club location to the storage area within the Stadium (without cost to Hyundai or the Team) specified by the Team when the Car Display is required by the Authority to be moved from the Hyundai Club space.

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By: 
Mark Wilf, Owner/President

Date: December 30, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michele Kelm-Helgen, Chair

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By: _____
Ted Mondale, CEO/Executive Director

Date: December _____, 2016

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Mark Wiff, Owner/President
Date: December _____, 2016

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By: _____
Michele Kelm-Helgen, Chair
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Ted Mondale, CEO/Executive Director
Date: December 30, 2016

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EXHIBIT A-4-1

**HYUNDAI CLUB - CAR DISPLAY/VIDEO MONITOR/ILLUMINATED WALL DISPLAY
LOCATION MAP**

SEE ATTACHED LOCATION MAP

FOR

Lower Club (North) Level (7752624)

Exhibit A-4-1

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EXHIBIT A-4-2

**HYUNDAI CLUB - CAR DISPLAY/VIDEO MONITOR/ILLUMINATED WALL DISPLAY
DEPICTION**

SEE ATTACHED DEPICTION

Depiction 1 (Hyundai Car Display) (8099196)

Depiction 2 (Hyundai Club - Video Monitor Board) (8107697)

Depiction 3 (Hyundai Club - Illumination Board) (8107698)

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EXHIBIT A-5

FACTORY MOTOR PARTS (FMP) CLUB - PRODUCT DISPLAY

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Use Agreement Entitlement Rights**. All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Factory Motor Parts (FMP) Club space depicted on **Exhibit A-1-1** and **Exhibit A-1-2**.
2. **Team Costs**. The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, for the Factory Motor Parts (FMP) Club Product Displays (the "**Product Displays**") as set forth on the attached location map and depiction as **Exhibit A-6-1** and **Exhibit A-6-2**, respectively.
3. **Cover/Deactivation**. The Team agrees that the Product Displays may be covered for Authority Events at the expense of the Authority, and that the Product Display case(s) will be built with a cover that can be installed for Authority Events.
4. **Placement of Signage**. All Signage placed in the FMP Club will be at eight (8) feet or lower unless agreed to by the Authority.
5. **Authority License Agreement**. Factory Motor Parts has entered or will enter into a cost and royalty-free license agreement with the Authority substantially in the form of **Exhibit B** to this Agreement, licensing Factory Motor Parts for, among other things, design and installation of the Product Display.

Acknowledged and Accepted:

MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

By: 
Mark Wilf, Owner/President

Date: December 30, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michele Kelm-Helgen, Chair

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By: _____
Ted Mondale, CEO/Executive Director

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Exhibit A-5



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EXHIBIT A-5

FACTORY MOTOR PARTS (FMP) CLUB - PRODUCT DISPLAY

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

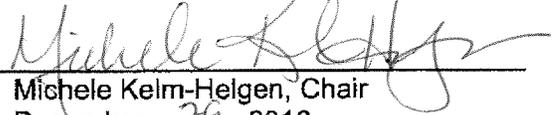
1. **Use Agreement Entitlement Rights.** All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Factory Motor Parts (FMP) Club space depicted on **Exhibit A-1-1** and **Exhibit A-1-2.**
2. **Team Costs.** The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, for the Factory Motor Parts (FMP) Club Product Displays (the "**Product Displays**") as set forth on the attached location map and depiction as **Exhibit A-6-1** and **Exhibit A-6-2,** respectively.
3. **Cover/Deactivation.** The Team agrees that the Product Displays may be covered for Authority Events at the expense of the Authority, and that the Product Display case(s) will be built with a cover that can be installed for Authority Events.
4. **Placement of Signage.** All Signage placed in the FMP Club will be at eight (8) feet or lower unless agreed to by the Authority.
5. **Authority License Agreement.** Factory Motor Parts has entered or will enter into a cost and royalty-free license agreement with the Authority substantially in the form of **Exhibit B** to this Agreement, licensing Factory Motor Parts for, among other things, design and installation of the Product Display.

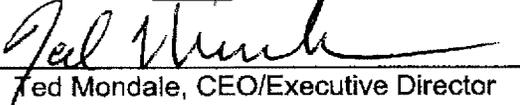
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By: _____
Mark Wilf, Owner/President
Date: December ____, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michele Keim-Helgen, Chair
Date: December 29, 2016

By: 
Ted Mondale, CEO/Executive Director
Date: December 30, 2016

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EXHIBIT A-5-1

FACTORY MOTOR PARTS (FMP) CLUB - PRODUCT DISPLAY

LOCATION MAP

SEE ATTACHED LOCATION MAP

FOR

FMP Club Entry (8099200)

Exhibit A-5-1

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EXHIBIT A-5-2

FACTORY MOTOR PARTS (FMP) CLUB - PRODUCT DISPLAY

DEPICTION

SEE ATTACHED DEPICTION

Depiction 1 – FMP Product Wall - Entry (8107494)

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EXHIBIT A-6

BUFFALO WILD WINGS CLUB – FANTASY FOOTBALL KIOSK

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

1. **Use Agreement Entitlement Rights**. All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Buffalo Wild Wings Club space depicted on **Exhibit A-1-1** and **Exhibit A-1-2**.
2. **Team Costs**. The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, for the Buffalo Wild Wings Club Fantasy Football Kiosk as set forth on the attached location map and depiction as **Exhibit A-7-1** and **Exhibit A-7-2**, respectively.
3. **Cover/Deactivation**. At all times other than a reasonable time before, during, and a reasonable time after Team Stadium Events, the Authority will have the right to have the Team remove (at the Team's cost) and store the Fantasy Football Kiosk within the Stadium without cost to the Team.
4. **Placement of Signage**. All Signage placed in the Buffalo Wild Wings Club will be at eight (8) feet or lower, unless agreed to by the Authority.
5. **Authority License Agreement**. Buffalo Wild Wings has entered or will enter into a cost and royalty-free license agreement with the Authority substantially in the form of **Exhibit B** to this Agreement, licensing Buffalo Wild Wings for, among other things, design and installation of the Fantasy Football Kiosk.

Acknowledged and Accepted:

MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

By: 
Mark Wilf, Owner/President

Date: December 30, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michele Kelm-Helgen, Chair

Date: December _____, 2016

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Ted Mondale, CEO/Executive Director

Date: December _____, 2016

Exhibit A-6



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EXHIBIT A-6

BUFFALO WILD WINGS CLUB – FANTASY FOOTBALL KIOSK

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

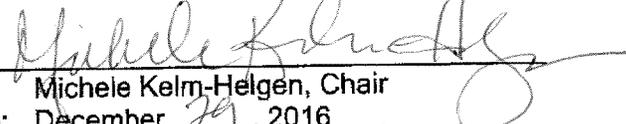
1. **Use Agreement Entitlement Rights.** All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Buffalo Wild Wings Club space depicted on **Exhibit A-1-1** and **Exhibit A-1-2.**
2. **Team Costs.** The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, for the Buffalo Wild Wings Club Fantasy Football Kiosk as set forth on the attached location map and depiction as **Exhibit A-7-1** and **Exhibit A-7-2,** respectively.
3. **Cover/Deactivation.** At all times other than a reasonable time before, during, and a reasonable time after Team Stadium Events, the Authority will have the right to have the Team remove (at the Team’s cost) and store the Fantasy Football Kiosk within the Stadium without cost to the Team.
4. **Placement of Signage.** All Signage placed in the Buffalo Wild Wings Club will be at eight (8) feet or lower, unless agreed to by the Authority.
5. **Authority License Agreement.** Buffalo Wild Wings has entered or will enter into a cost and royalty-free license agreement with the Authority substantially in the form of **Exhibit B** to this Agreement, licensing Buffalo Wild Wings for, among other things, design and installation of the Fantasy Football Kiosk.

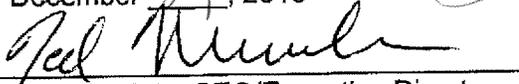
Acknowledged and Accepted:

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By: _____
Mark Wilf, Owner/President
Date: December _____, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michele Kelm-Helgen, Chair
Date: December 29, 2016

By: 
Ted Mondale, CEO/Executive Director
Date: December 30, 2016

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EXHIBIT A-6-1

BUFFALO WILD WINGS CLUB – FANTASY FOOTBALL DESK

LOCATION MAP

SEE ATTACHED LOCATION MAP

FOR

Fantasy Sports Desk (8099426)

Exhibit A-6-1

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EXHIBIT A-6-2

BUFFALO WILD WINGS CLUB – FANTASY FOOTBALL DESK

DEPICTION

SEE ATTACHED DEPICTIONS

Depiction 1 – Sports Desk Only (8099432 page 1 of 2)

Depiction 2 – Location Depiction Picture of Sports Desk (8099432 page 2 of 2)

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EXHIBIT A-7

MYSTIC LAKE CLUB PURPLE – VIDEO MONITORS

(See Attached Location Map and Depiction)

Terms, Conditions and Procedures:

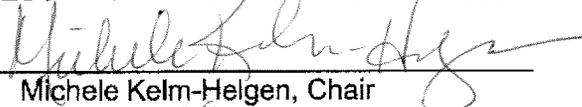
1. **Use Agreement Entitlement Rights.** All terms, conditions and procedures related to club spaces and Entitlement Rights under **Sections 18.5(g) and 18.5(h)** in the **Use Agreement** will apply within the Mystic Lake Club Purple space depicted on **Exhibit A-1-1** and **Exhibit A-1-2.**
2. **Team Costs.** The Team will be responsible for Capital Improvement costs and material additional operating costs, if any, for the Mystic Lake Club Purple display Video Monitors as set forth on the attached location map and depiction as **Exhibit A-7-1** and **Exhibit A-7-2,** respectively. The Video Monitors are personal property and will be deemed Team's Stadium Property.
3. **Team Right to Utilize the display Video Monitors.** The Team will have the right to utilize the display Video Monitors for all Team Stadium Events.
4. **Authority Right to Utilize and Responsibility for Costs.** The Authority will have the right to utilize the display Video Monitors for Authority Events. If so used by the Authority, the Authority is responsible for cleaning and repair (if damaged) costs resulting from such use.
5. **Authority License Agreement.** The Authority grants to the Team the right and license to install, display, use, maintain, repair, and replace the Video Monitors in the Mystic Lake Club Purple.

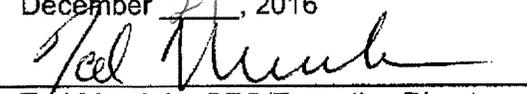
Acknowledged and Accepted:

MINNESOTA VIKINGS FOOTBALL STADIUM, LLC

By: _____
Mark Wilf, Owner/President
Date: December _____, 2016

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michele Kelm-Helgen, Chair
Date: December 29, 2016

By: 
Ted Mondale, CEO/Executive Director
Date: December 30, 2016

EXECUTION VERSION

Minnesota Sports Facilities Authority

1005 4th Street South, Minneapolis, MN 55415

EXHIBIT A-7-1

MYSTIC LAKE CLUB PURPLE – VIDEO MONITORS

LOCATION MAP

SEE ATTACHED LOCATION MAP

FOR

Video Monitor Locations (8099435)

Exhibit A-7-1

EXECUTION VERSION

Minnesota Sports Facilities Authority

1005 4th Street South, Minneapolis, MN 55415

EXHIBIT A-7-2

MYSTIC LAKE CLUB PURPLE – VIDEO MONITORS

DEPICTION

SEE ATTACHED DEPICTIONS

Depiction 1 (Mystic Lake– Column Video Monitor 353 - Fourth Column From Left On The Garage Door Side) (8107519)

Depiction 2 (Mystic Lake – Wall Video Monitor -419 - Second Column From Left City Side) (8107527)

Depiction 3 (Mystic Lake – Column Video Monitor - 432 - First Column From Left City Side - Upper) (8107533)

Depiction 4 (Mystic Lake – Wall Video Monitor - Against Blue Area Furthest From The Left) (8107536)

EXHIBIT B

AUTHORITY THIRD PARTY SPONSORSHIP ACCESS LICENSE AGREEMENT

SEE ATTACHED LICENSE AGREEMENT (7687004)

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“**License**”) is made as of the ___ day of _____, 20___ (“**Effective Date**”), by and between Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota (“**Licensor**”) and _____, a _____ (“**Licensee**”).

RECITALS:

- A. Licensor is the owner of the to-be-constructed multipurpose stadium and related areas located in downtown Minneapolis, Minnesota (the “**Event Spaces**” as defined in **Exhibit A**), and has the authority to allow others to use and provide services at the Event Spaces; and
- B. Licensee and Team have entered into a Sponsorship Agreement with respect to the Event Spaces (“**Sponsorship Agreement**”); and
- C. Licensee desires to use portions of the Event Spaces for purposes of installing, operating and maintaining _____ (the “**Facilities**”) pursuant to the terms and conditions of the Sponsorship Agreement. The portions of the Event Spaces to be included under the terms of this License are described in greater detail in **Exhibit B**; and
- D. The Parties desire to enter into this License for the portions of the Event Spaces set forth in **Exhibit B**, on a non-exclusive basis, as provided herein, and for the installation, operation and maintenance of the Facilities.

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

1. **Design, Installation, Operation and Maintenance of the Facilities.**

- 1.1 Licensee’s responsibilities for the design and installation of the Facilities, as well its operation, maintenance, upgrading, modification, repair, expansion, supplementation, removal or relocation of the Facilities (collectively referred to herein as “maintenance”) during the Term and the terms under which such design, installation and maintenance shall take place (“**Licensee’s Responsibilities**”) are set forth below.
- 1.2 The design, installation and maintenance of the Facilities shall at all times strictly comply with all applicable Industry Standards and with the requirements of Applicable Law or interpretations of Applicable Laws by Governmental

Authorities having jurisdiction. Licensee shall strictly comply with Licensor's rules and regulations now in force, or which hereafter may be in force, pertaining to Licensee's use of the Event Spaces, a copy of which has or will be provided by Licensor to Licensee. Licensee agrees to promptly pay all claims, fines, penalties, costs and damages that may in any manner arise out of or be imposed because of failure of Licensee to comply with the foregoing covenants and agreements. Licensee's failure to comply with this paragraph will constitute a material breach of this License.

- 1.3 Licensee shall obtain, maintain and renew, at its sole cost, all building permits, zoning and any other applicable certificates, permits, licenses, authorizations and other approvals ("**Permits**") which may be necessary or required from any Governmental Authority.
- 1.4 Licensee shall inspect and acknowledge the conditions of the Event Spaces prior to commencement of any installation or maintenance activities and is solely responsible to restore, at Licensee's cost, the Event Spaces to their existing conditions upon completion of any such installation or maintenance activities.
- 1.5 The Facilities shall not be designed or operated in such a manner that creates a hazard or causes physical harm to any Person or property. The Facilities shall not be designed, installed or operated in such a manner that interferes in any way with the radio communications of Licensor or other licensees of Licensor. Licensee will cause any such interference emanating from the Facilities to cease within twenty-four (24) hours after receipt of notice of interference from Licensor. In the event any such interference does not cease within twenty-four (24) hours thereafter, Licensee shall, in consultation with Licensor, cease or cause to be ceased, operations which are suspected of causing interference until the interference has been corrected. Licensee shall bear all costs, including the cost of Licensor experts, of investigation and remedy of interference. Licensee agrees to only install equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or tenants of the Event Spaces. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Licensor shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.
- 1.6 Licensee shall provide, perform and take, or cause to be provided, performed or taken, such actions, as may be necessary or advisable, to design and install the

Facilities in a safe, clean, attractive, and first-class manner consistent with the highest quality installation and components used in other comparable NFL facilities.

- 1.7 All Facilities, including but not limited to, locations, cable routing and line routing, must be coordinated with the Licensor and its Contractors and Vendors, and must be pre-approved by Licensor and the Team prior to installation. Licensee will utilize existing infrastructure whenever possible when designing and installing the Facilities, and all components of the Facilities shall at all times be labeled in a manner reasonably acceptable to Licensor.
- 1.8 Licensee will maintain labor peace and harmony at the Event Spaces in a manner fully consistent with the project labor agreement for the Event Spaces and replace any employee or subcontractor if necessary to maintain labor peace and harmony.
- 1.9 All Work performed by Licensee with its own forces or by or through any subcontractor shall be coordinated with the Licensor and its Contractors and Vendors and shall not disrupt or delay the work of the Licensor and its Contractors and Vendors at the Event Spaces. Licensee agrees to compensate the Licensor and its Contractors and Vendors, as applicable, for any interference, delay, or other cost impact that the Work performed by Licensee or its subcontractors cause such parties.
- 1.10 **Exhibit C-1** consists of an initial design for the Facilities, including the phases of construction and deployment of the Facilities. Such design may be modified by Licensee upon written approval by Licensor and Team. In accordance with **Exhibit C-2**, Licensee shall provide Licensor and the Team with detailed, not diagrammatic, As-Built Drawings of the final design and installation of the Facilities showing the location of any hidden lines and equipment. Such As-Built Drawings shall be amended by Licensee throughout the Term to reflect all changes and additions to the Facilities.
- 1.11 Upon notice from Licensor, Licensee will promptly repair or replace any damaged Facilities or portions thereof as is necessary or appropriate. Licensee may, from time to time during the Term of this License, request to alter, add to, modify or change the Facilities as constructed, subject to prior written consent of Licensor and the Team, which may be withheld in the reasonable discretion of either of them; **provided, however**, any routine maintenance, repairs or replacements to the Facilities by Licensee that are not visible from public spaces and do not adversely affect other property at the Event Spaces shall not require prior approval of Licensor or the Team (although Licensee shall provide notice of such

Work and will deliver to Licensor and Team revised As-Built Drawings within thirty (30) days after completion of any such Work).

- 1.12 If Licensor determines, in its sole discretion, that any portion of the licensed Event Spaces is required for the use of Licensor or another party in connection with the operation of the Event Spaces or is no longer suitable for the Facilities because of safety or other concerns, Licensor may require Licensee to relocate the affected Facilities provided that sixty (60) days written notice is given to Licensee and; **provided, further**, that in the case of safety or reliability concerns, Licensor may require Licensee to implement immediate remediation measures to remove or relocate certain Facilities upon such notice as is reasonably possible under the circumstances. Licensor will consult with Licensee to identify replacement space for the installation, operation and maintenance of the Facilities within the Event Spaces, or, where practicable, Licensor may modify the Event Spaces at the expense of Licensee. Any costs of removal or relocation or other cost of Licensee in carrying out the requirements of this section shall be the sole responsibility of Licensee.
- 1.13 In the event Licensee fails to remove or relocate any Facilities from the Event Spaces within the time specified herein, then Licensor is authorized to remove or relocate the Facilities, at Licensee's sole risk and expense, and Licensee shall reimburse Licensor for the expenses thereby incurred. Neither Licensor nor the Team shall have any liability or responsibility whatsoever to Licensee for such removal or relocation, and Licensee shall indemnify, defend and hold harmless Licensor, the Team and Licensor's contractor(s) for any claims, damages or liability of any kind, including attorney's fees, arising from or in connection with such removal or relocation.
- 1.14 If Licensor needs to perform maintenance, repair, replacement or other work at the Event Spaces (collectively, "**Premises Work**"), Licensee agrees to fully cooperate with Licensor to permit the performance of the Premises Work. Licensor agrees to provide at least thirty (30) days written notice to Licensee of its intention to perform Premises Work that may affect the Facilities, except in the case of an emergency situation, in which case Licensor shall give as much notice as is reasonably possible under the circumstances. The Premises Work may require the temporary relocation of the Facilities or Licensee's installation of temporary facilities. If a temporary relocation of the Facilities is required to accommodate the Premises Work, the Parties shall determine the most suitable alternative location that will not impede the Premises Work and that will minimize any adverse effect upon Licensee's ability to maintain the Facilities. Licensee shall restore any portion of the Facilities temporarily moved or relocated

back to the original location after receipt of notice that the Premises Work is completed, unless the Parties agree in writing to permanently relocate the Facilities. Neither Licensor nor the Team shall have any liability or responsibility whatsoever to Licensee for such removal or relocation, and Licensee shall indemnify, defend and hold harmless Licensor, the Team and Licensor's contractor(s) for any claims, damages or liability of any kind, including attorney's fees, arising from or in connection with such removal or relocation.

- 1.15 Licensee shall keep the Event Spaces free from any liens arising from any Work performed, materials furnished or obligations incurred by or at the request of Licensee. If any lien is filed against the Event Spaces as a result of the acts or omissions of Licensee, or Licensee's employees, agents or contractors, Licensee shall discharge the lien or bond the lien off, in a manner reasonably satisfactory to Licensor and the Team, within sixty (60) days after Licensee receives written notice from any party that the lien has been filed/recorded or otherwise asserted. If Licensee fails to discharge or bond off any lien within such sixty (60) days, then in addition to any other right or remedy of Licensor, Licensor may, at its election, discharge the lien by deposit with a court. Licensee shall pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.
- 1.16 Licensor shall include the following notice (printed in no less than 12 point type all capitals typeface) in its contracts for any installation or maintenance of the Facilities:

NOTICE PURSUANT TO MINN. STAT. § 514.06

ATTENTION CONTRACTORS AND MATERIAL SUPPLIERS. THE OWNER OF THIS PROPERTY HAS NOT AUTHORIZED ANY IMPROVEMENTS. ANY LABOR OR MATERIALS SUPPLIED TO THIS PROPERTY ARE NOT BEING FURNISHED PURSUANT TO THE OWNER'S REQUEST, AUTHORIZATION OR KNOWLEDGE. OWNER DISCLAIMS ANY RESPONSIBILITY FOR PAYMENT TO LIEN CLAIMANTS.

- 1.17 During the period of initial construction of the Event Spaces, M.A. Mortenson Company ("**Construction Manager**") shall control access to the site. Licensee agrees to abide by the access and scheduling decisions of the Construction Manager so as not to delay the work of the Construction Manager. Licensee shall be bound by and adhere to the Construction Manager's Project Safety Program.

The Construction Manager shall administer and manage the safety program. This will include review of the safety programs of the Licensee. The Construction Manager shall monitor the establishment and execution of effective safety practices, as applicable to the Licensee's Work, and compliance with all applicable regulatory and advisory agency construction safety standards. The Construction Manager's responsibility for review, monitoring and coordination of Licensee's safety programs shall not relieve the Licensee from controlling its safety programs. Notwithstanding the Construction Manager's safety obligations, Licensee shall also have controlling employer responsibility for the safety programs and precautions applicable to its own Work and the activities of other work. Furthermore, Licensee agrees that it will include reasonable precautions for safety of its employees, subcontractors of any tier and other Persons who may be affected thereby.

- 1.18 Licensee shall promptly provide written notice of any accident or injury involving the Licensee or any of its employees, agents, contractors, subcontractors, vendors or Suppliers that occurs at the Event Spaces.
- 1.19 Licensee shall not damage or endanger a portion of its Work, the work of Construction Manager, or any other property at the Event Spaces. Contractor shall not cut, patch or otherwise alter any such separate work or property except with written consent of the Licensor and the Construction Manager or other applicable party. Licensee will not bring to, transport across or dispose of any environmental hazards at the Event Spaces.
- 1.20 Each contract entered into by the Licensee with regard to the Facilities, if any, shall require the Contracting Party for its portion of the work to assume toward the Licensee, Licensor and Team all of the obligations and responsibilities that Licensee by the terms of this License assumes toward the Licensor and Team.

2. **Grant of License and Access to Event Spaces.**

- 2.1 Subject to the terms and conditions herein, Licensor grants to Licensee a right to install and maintain the Facilities within the portion of the Event Spaces described in **Exhibit B**. Nothing in this License shall be interpreted to guarantee that Licensee can locate all Facilities within the Event Spaces licensed herein or to impose on Licensor, the Team or their Contractors, Vendors or Suppliers any cost or obligation related to the location of such Facilities in the Event Spaces or at any other location; **provided, however**, that on the terms set forth in this License, Licensor shall make available such space and other accommodations as are specifically described in this License, including the exhibits hereto.

- 2.2 This License is exclusive to Licensee and its permitted successors and assigns. This License does not create, nor may this License be deemed to create, any leasehold, easement, or other property right, estate or interest in the Event Spaces, or any respective portion of the Event Spaces. Any Party asserting any such interest is estopped from any such assertion. This agreement is a license.
- 2.3 Licensor's grant does not include any right of Licensee to install, use or sub-license space for other equipment at the Event Spaces for use or for purposes primarily external to the Event Spaces or unrelated to the Facilities.
- 2.4 Licensor grants Licensee and its officers, agents, representatives, employees and Contractors a right of ingress and egress to the Event Spaces on a seven (7) day, twenty-four (24) hour basis as may be reasonably required for the purpose of installing, maintaining, operating, repairing, replacing, supplementing, modifying, upgrading, removing or relocating the Facilities in accordance with the provisions of this License. The general manner of such ingress and egress is subject to coordination with Licensor's General Manager for the Event Spaces and compliance with Licensor's rules and security procedures for the Event Spaces applicable to Vendors and Contractors accessing the Event Spaces, as the same may from time to time be amended by Licensor, in its reasonable discretion. Licensee acknowledges that certain areas of the Event Spaces may be inaccessible to Licensee at certain times because of Licensor, Team, or NFL operating policies. Licensor's control over the manner of ingress and egress includes control over the number of Persons coming into the Event Spaces and the route of ingress and egress at the Event Spaces.

3. **Term.**

- 3.1 The Term shall commence on the Effective Date and end upon the expiration or termination of the Sponsorship Agreement between the Team and Licensee, including any extensions thereof.

4. **Capital Costs, Operating and Maintenance Expenses and Taxes.**

- 4.1 Licensee will be solely responsible for any and all capital costs and maintenance expenses relating to the Facilities, including but not limited to, payment of: (a) costs relating to planning, design, and installation of the Facilities and related infrastructure of any kind; (b) costs for operation, maintenance, upgrade, modification, repair, supplementation, removal or relocation, and support of the Facilities; (c) monitoring expenses; and (d) all other expenses, including insurance, Permit and inspection costs, associated with the Facilities. Licensee shall be solely responsible to correct, at its sole cost, any deficiencies in the

design, installation, operation or maintenance of the Facilities to fully meet the standards required by this License.

- 4.2 Licensee will pay, prior to delinquency, all sales, use or property taxes, levies, assessments or other governmental fees of any kind associated with the Facilities or any other personal property owned by Licensee and located at the Event Spaces and will indemnify and hold Licensor and the Team harmless from any claims, demands, deficiencies, levies, assessment, execution, judgment or recoveries by any Governmental Authority collecting said taxes, levies, assessments or fees.
- 4.3 Licensee's obligations under this Section 4 shall survive the expiration or termination of this License.

5. **Utilities.**

- 5.1 Licensor hereby grants to Licensee the right to connect the Facilities to the existing utility systems at the Event Spaces in order to operate and service the Facilities; **provided, however**, that such right shall not include the right to connect to and use any back-up generators or other such alternative power sources owned by Licensor. In the event of any loss to, or limiting of, the electric utility systems at the Event Spaces, Licensor shall have priority for use of all available electric utility systems for Event Spaces operations.

6. **Indemnification.**

- 6.1 Licensee will indemnify, defend, and hold harmless: (a) Licensor, including but not limited to, its elected and appointed officials, officers, employees, representatives and agents, including Hammes Company Sports Development, Inc.; (b) the Team and its Affiliates, members, shareholders, officers, directors, employees, agents, and Lenders; (c) the NFL and its member National Football League football clubs; and (b) M.A. Mortenson Company (collectively, the "**Indemnitees**") from and against all third party claims, damages or losses to the extent relating to, directly or indirectly, a claim by a third-party related to performance or non-performance by Licensee of the terms of this License, including without limitation the following: (i) breach of any representation, warranty, covenant or agreement of Licensee; (ii) any breach, failure or omission of Licensee to perform any obligations, covenants or agreements made in this License; (iii) negligence, gross negligence, willful misconduct or other error or omission of Licensee or any Person acting on behalf of or under the direction or control of Licensee; (iv) infringement or other violation of any intellectual property right of any third-party; (v) a Licensee-induced condition, event or other activity that gives rise to a third-party claim (including any, or accusation of any,

libel, slander, invasion of privacy, improper trade practice or breach of warranty or any unsafe, hazardous or defective good or service) of or at the Event Spaces; or (vi) action, suit or proceeding arising out of, relating to or resulting from any of the foregoing.

7. **Rights to Personal Property Owned by Licensee on the Licensed Premises.**

7.1 Any and all property, machinery and equipment installed by Licensee at the Event Spaces will remain the personal property of Licensee notwithstanding the fact that such property, machinery or equipment may be affixed or attached to the Event Spaces. Licensee will at its sole cost remove from the Event Spaces said property, machinery or equipment installed or owned by Licensee upon the expiration or termination of this License and/or the expiration or termination of the Sponsorship Agreement between Team and Licensee, and Licensee will repair any damage caused by said removal, and provided that Licensee may only remove wiring and cabling related to such property, machinery or equipment upon the prior approval of Licensor. Licensee may leave any or all of its personal property at the Event Spaces with the prior written consent from Licensor and Team, which consent may be withheld in either party's sole discretion. Any of Licensee's personal property remaining at the Event Spaces thirty (30) days after the expiration or termination of this License may, at Licensor's sole option, be: (a) removed and disposed of by Licensor at Licensee's expense; or (b) deemed abandoned and become the property of Licensor, free of any claim by Licensee or any Person claiming through Licensee.

8. **Default.**

8.1 Licensee's breach of any term, covenant, or condition of this License, including failure to comply with any of the Licensee's Responsibilities, which breach is not remedied within ten (10) days after Licensee receives written notice from Licensor specifying such breach, or within such longer period of time as may be reasonably required to remedy such breach, provided Licensee commences to remedy such breach within such period and diligently pursues remedy of such breach thereafter, will constitute an event of default under this License. In the event Licensee does not remedy the event of default within the timeframe provided in this paragraph, then Licensor, at its option, may cancel and terminate this License and all of Licensee's rights hereunder. In addition to the foregoing, Licensor may pursue any other legal or equitable remedy afforded to it under Applicable Laws or this License, whether now in force or later enacted.

9. **Termination.**

9.1 Licensor or Licensee may terminate this License by giving the other Party at least thirty (30) days prior written notice of its intention to do so. Either Party may terminate this License upon any material breach of this License by the other Party, after reasonable opportunity to cure (if the breach is capable of cure), upon thirty (30) days prior written notice, and the expiration of any cure period without such breach being cured.

9.2 Licensor shall further have the right to terminate this License if Licensee at any time fails, within ten (10) days following receipt of written notice from Licensor, to maintain all Permits which may be necessary or required from any Governmental Authority specific to Licensee's design, installation, operation or maintenance of the Facilities, provided such period may be extended should the delay occur due to reasons outside the control of Licensee.

10. **Assignment.**

10.1 Neither this License nor any right or obligation under this License may be assigned, delegated, or otherwise transferred (by operation of Applicable Law or otherwise), except that Licensee may assign or otherwise transfer this License or any right or delegate any obligation under this License, with the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed, to a Person that does all of the following (other than in or in connection with a bankruptcy or similar legal process): (a) acquires or otherwise succeeds to all or substantially all of Licensee's business and assets; (b) is competent, to the reasonable satisfaction of Licensor, to assume all of Licensee's obligations under this License; and (c) agrees to perform or cause performance of all the assumed obligations when due; but no assignment, delegation or transfer of this License will relieve Licensee of any obligation under this License.

10.2 Notwithstanding Section 10.1, Licensee acknowledges and agrees that this License is a license and services agreement of the type that Applicable Law regarding bankruptcy treats as being personal and unique to the specific Parties and, therefore, in or in connection with a bankruptcy or similar legal process, neither this License nor any right or obligation hereunder will be assigned, delegated or otherwise transferred by, on behalf of or in the name of Licensee without the prior written consent of Licensor and such consent may be withheld for any reason whatsoever.

10.3 This License will be binding on and inure to the benefit of the respective permitted successors and assigns of the Parties. Any purported assignment, delegation, or other transfer not permitted by this Section is void.

11. **Notices.**

11.1 Any and all notices, demands, consents, approvals, or authorizations required or permitted under this License will be in writing. They will be served either by registered mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

If to Licensor:
Minnesota Sports Facilities
Authority
511 11th Avenue South, Suite 401
Minneapolis, MN 55415
Attn.: Ted Mondale
CEO/Executive Director

If to Team:
Minnesota Vikings Football, LLC
Minnesota Vikings Football Stadium, LLC
9520 Viking Drive
Eden Prairie, MN 55344
Attn: Kevin Warren
Chief Operating Officer

With a copy to:
Dorsey & Whitney LLP
50 South 6th Street, Suite 1500
Minneapolis, MN 55402
Attn.: Jay Lindgren

With a copy to:
Briggs and Morgan, PA
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn: Matthew A. Slaven

If to Licensee:

The Parties will provide written notice of any change of address in accordance with the provisions of this Section.

12. **Successors.**

12.1 The covenants and conditions contained in this License will, subject to the provisions as to assignment set forth in Section 10 above, apply to and bind the heirs, successors, executors, administrators, or assigns, of the Parties.

13. **Application of Law.**

13.1 The validity, performance and enforcement of this License will be construed in accordance with the internal Applicable Laws of the State of Minnesota, without reference to principles of conflicts of law.

14. **Amendment and Waiver.**

14.1 No supplement, modification or amendment of this License will be binding upon either Party unless expressed as such and executed in writing by each Party. Neither this License nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. The waiver by Licensor of any event of default, breach or any term thereof will not be deemed or held to be a waiver of any subsequent or other breach of said covenant, nor a waiver or estoppel of any breach of any other covenant or agreement.

15. **Jurisdiction, Venue and Waiver of Jury Trial.**

15.1 EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN MINNEAPOLIS, MINNESOTA IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS LICENSE AND TO THE RESPECTIVE COURTS TO WHICH AN APPEAL OF THE DECISIONS OF ANY SUCH COURT MAY BE TAKEN, AND EACH PARTY AGREES NOT TO COMMENCE, OR COOPERATE IN OR ENCOURAGE THE COMMENCEMENT OF, ANY SUCH ACTION, SUIT OR PROCEEDING, EXCEPT IN A MINNESOTA COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM FOR SUCH AN ACTION, SUIT, OR PROCEEDING. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY SUCH ACTION, SUIT, OR PROCEEDING.

16. **Third-Party Beneficiaries.**

- 16.1 Except as otherwise expressly stated herein, this License shall not be construed as giving any Person, other than the Parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this License or any of the provisions herein contained, this License and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such Parties and their successors and permitted assigns and for the benefit of no other Person.
- 16.2 Notwithstanding Section 16.1, Licensor and Licensee acknowledge and agree that the Team and its affiliates are direct and intended third-party beneficiaries of this License. The foregoing shall be deemed by the Parties to include the direct right to enforce terms of this License which arise from, in connection with, or incident to, the interests of the Team under this License. In addition to the foregoing, it is acknowledged and agreed that Licensor and Licensee shall use best reasonable commercial efforts to coordinate and cooperate with the Team in the timing, delivery and performance of their respective obligations under this License for Team Events, including coordination with Team representatives to resolve operational and other issues which arise in connection with this License.

17. **General Terms and Other Provisions.**

- 17.1 The relationship of Licensor and Licensee is that of independent contractors and nothing in this License or in any related item may be construed to create or imply any relationship of employment, agency, partnership, or any other relationship other than of independent contractors.
- 17.2 The terms of this License will be deemed severable and will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, read as if they cover only the specific situation to which they are being applied and enforced to the fullest extent permissible under Applicable Law. If any term of this License is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, then all other terms of this License will nevertheless remain in full force and effect.
- 17.3 A Party will not be deemed to have breached this License if that Party is unable to perform as a proximate cause of any war, riot, terrorism, civil disturbance, flood, storm, earthquake, unusually severe weather conditions not customarily encountered in the area comprising the Event Spaces which affect the installation of the Facilities, act of God or similar event of nature, or interference by a Governmental Authority putatively in accordance with Applicable Law, or any

other cause for which a Party is not legally responsible, in each case that prevents or delays (in whole or in part) performance by that Party (each a “**Force Majeure Event**”), and in each case if: (a) the Party whose performance is prevented or delayed was not the proximate cause of the Force Majeure Event; (b) that Party notifies the other Party of the Force Majeure Event and thereafter keeps the other Party reasonably informed regarding the Force Majeure Event; and (c) that Party uses its best reasonable commercial efforts to avoid any interruption or delay in the Party’s performance and to resume its performance in full as promptly as practicable under the circumstances.

- 17.4 No discrimination against or segregation of any Person, or group of Persons, on account of sex, marital status, race, color, creed, religion, national origin, disability or ancestry may occur in the sale, license, sub-license, transfer, use, occupancy, tenure or enjoyment of the Event Spaces. Neither the Parties, nor any Person claiming under or through those Persons, may establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sub-licensees or Vendors (if any), using or operating at the Event Spaces, or any respective portion of the Event Spaces. In connection with the performance of its Licensee Responsibilities, the Licensee agrees not to illegally discriminate against any employee or applicant for employment for any reason, including: age, race, sex, national origin, ancestry, religion, or color. This provision shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 17.5 Time is of the essence with respect to the performance of each of Licensee’s obligations under this License.
- 17.6 In this License: (a) the headings are for convenience of reference only and will not affect the meaning or interpretation of this License; (b) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (c) unless expressly stated in this License to the contrary, reference to any document means such document as amended or modified and as in effect from time to time in accordance with the terms thereof; (d) unless expressly stated in this License to the contrary, reference to any applicable law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time; (e) the words “including,” “include” and variations thereof are deemed to be followed by the words “without limitation;” (f) “any” is used in the sense of “any or all;” (g) unless expressly stated in this License to the contrary, reference to a document, including this

License, also refers to each annex, addendum, exhibit, schedule or other attachment thereto; (h) unless expressly stated in this License to the contrary, reference to an Article, Section or Exhibit is to an article, section or exhibit, respectively, of this License; (i) all dollar amounts are expressed in United States dollars and will be paid in United States currency in immediately available funds; (j) when calculating a period of time, the day that is the initial reference day in calculating such period will be excluded and, if the last day of such period is not a business day, such period will end on the next day that is a business day; (k) with respect to all matters in or referred to in this License, time is of the essence; and (l) the Parties participated jointly in the negotiation and drafting of this License; therefore, if an ambiguity or question of intent or interpretation arises, then this License will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms.

- 17.7 The Parties will, whenever and as often as each is reasonably requested to do so by the other Party, execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this License.
- 17.8 In each instance in this License where the approval or consent of a Party may be sought or is required, except as otherwise expressly indicated in this License, such approval or consent will not be unreasonably withheld, conditioned or delayed.
- 17.9 Other provisions of this License notwithstanding, Licensor has engaged the General Manager to operate and manage the Event Spaces, and to perform certain responsibilities and obligations of the Licensor under this License. Licensee shall fully cooperate with the General Manager of the Event Spaces. Licensee will remain liable and responsible to Licensor for the performance of Licensee's Responsibilities and obligations to the same extent as Licensee otherwise would have been liable and responsible to Licensor.
- 17.10 Each Party acknowledges and agrees that the other Party may be irreparably damaged if the performance obligations (other than the payment of money) of this License, are not performed in accordance with its terms or otherwise is breached and that a Party will be entitled to seek injunctive relief to prevent breaches of this License (without providing any bond or similar security) and to enforce specifically this License and its terms, in addition to any other remedy to which that Party may be entitled under this License.

- 17.11 Licensee acknowledges that the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13 (the “**MGDPA**”) apply to companies or individuals who perform a government function under this License, if any.
- 17.12 Each covenant set forth in this License will indefinitely survive the termination of this License until such covenant is fully performed or otherwise satisfied hereunder.
- 17.13 Licensee covenants and warrants to Licensor that: (a) Licensee has the full power and authority to enter into this License and to fully perform its obligations under this License; (b) this License has been duly executed and delivered by Licensee and is the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, subject to applicable bankruptcy laws, the rights of creditors generally and the principles of equity; and (c) Licensee’s execution and delivery of this License and Licensee’s performance of its obligations does not and will not violate any Applicable Law, or otherwise breach any covenant or provision of any indenture, mortgage, lien, lease or other contract or any order, judgment or decree to which Licensee is a party or by which any of Licensee’s assets are bound.
- 17.14 This License, including the Exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes any prior representations, warranties, covenants, agreements, and understandings of the Parties regarding the subject matter of this License. No supplement, modification or amendment of this License will be binding unless expressed as such and executed in writing by each Party. No waiver of any term of this License will be binding unless expressed as such in a document executed by the Party making the waiver. No waiver of any term will be a waiver of any other term of this License, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated in this License, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, LICENSOR AND LICENSEE have executed this License as of the Effective Date.

LICENSOR:

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

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

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

LICENSEE:

By: _____
Name:
Title:

[SIGNATURE PAGE TO LICENSE AGREEMENT]

EXHIBIT LIST

- Exhibit A Certain Definitions
- Exhibit B Description of Event Spaces
- Exhibit C-1 Initial Design of the Facilities
- Exhibit C-2 Final Design of the Facilities
- Exhibit D Insurance Requirements

EXHIBIT A

Certain Definitions

“**Affiliates**” 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.

“**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: (a) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person); and (b) are applicable to this License or the performance of the obligations of the Parties under this License.

“**As-Built Drawing**” shall mean CAD generated red-lined construction documents showing the Work as constructed, prepared by the Licensee and indicating actual locations of utilities and all changes and alternations made to the Work during its design and construction. CAD files will be provided by Licensee in a format acceptable to the Licensor.

“**Contractor**” shall mean a Person that has a contract with the Licensor to perform work or provide services at the Event Spaces.

“**Construction Manager**” shall mean the term defined in Section 1.17 of this License.

“**Effective Date**” shall mean the term defined in the introductory paragraph of this License.

“**Event Spaces**” shall mean the term defined in the Recitals to this License.

“**Facilities**” shall mean the term defined in the Recitals to this License.

“**Force Majeure Event**” shall mean the term defined in Section 17.3 of this License.

“**General Manager**” shall mean SMG, a general partnership existing under the laws of the Commonwealth of Pennsylvania, or another entity with which Licensor, with the consent of the Team, has contracted to, among other things, manage, operate, maintain and market the Event Spaces as an independent contractor with respect to the day-to-day operations of the Event Spaces.

“Governmental Authority” shall mean any: (a) nation, state, county, city, district or other similar jurisdiction; (b) federal, state, local or foreign government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, commission, bureau, instrumentality, department, official, entity, court or tribunal); or (d) Person entitled by Applicable Law to exercise any police or regulatory authority or power.

“Indemnitees” shall mean the term defined in Section 6.1 of this License.

“Industry Standards” shall mean all standards, recommendations, rules, regulations, orders, directives, entitlements and requirements of the following government and industry organizations:

National Fire Protection Association
National Electrical Code
National Electric Safety Code
American National Standards Institute
Electronics Industry Association
Bell System Practices
Building Industry Consulting Service International
Underwriters Laboratories
Federal Communications Commission
Federal Energy Regulatory Commission
International Organization for Standardization
Institute of Electrical and Electronics Engineers
National Electrical Manufacturers Association
Occupational Health & Safety Administration
Americans with Disabilities Act
Internet Engineering Task Force
International Telecommunications Union

“Lender” shall mean any bank, insurance company, trust, corporation, association, form, partnership, Person or other entity that has loaned or agreed to lend or otherwise provide funds or credit enhancement to enable the development and construction of the Project.

“License” shall mean the term defined in the introductory paragraph hereof.

“License Period” shall mean the term defined in Section 3.1 of this License.

“Licensee” shall mean the term defined in the introductory paragraph of this License.

“Licensee’s Responsibilities” shall mean the term defined in Section 1.1 of the License.

“**Licensors**” shall mean the Minnesota Sports Facilities Authority.

“**MGDPA**” shall mean the term defined in Section 17.11 of this License.

“**NFL**” or “**National Football League**” shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, any National Football League member 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 Rules**” shall mean, collectively, the constitution and bylaws, and the rules, guidelines, regulations and requirements of the NFL, and any other rules, guidelines, directive, advisory opinions, regulations or requirements of the Office of the Commissioner of the NFL, and/or any other Person appointed by the foregoing, that are generally applicable to NFL franchises, all as the same now exist or may be amended or adopted in the future.

“**Party**” or “**Parties**” shall mean each of Licensor and Licensee.

“**Permits**” shall mean the term defined in Section 1.3 of this License.

“**Person**” shall mean: (a) an individual, sole proprietorship, corporation, limited liability company, partnership, joint venture, joint stock company, estate, trust, limited liability association, unincorporated association or other entity or organization; (b) any Federal, State, county or municipal government (or any bureau, department, agency or instrumentality thereof); and (c) any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Premises Work**” shall mean the term defined in Section 1.14 of this License.

“**Team**” shall mean either the Minnesota Vikings Football, LLC, a Delaware limited liability company, which holds, owns and controls a professional football franchise as a member of the National Football League, or Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company. The Parties shall give this definition the broadest possible context to enable either entity or both entities to be deemed a person in interest with respect to the subject matter in which the term is used.

“**Term**” shall mean the License Period specified in Section 3.1.

“**Work**” in regard to the Construction Manager shall mean the complete and total construction required by the Construction Services Agreement, and in regard to Licensee shall mean all design, construction, installation, configuration, activation, inspection, aiming, commissioning, optimization and inspection services to be performed under the License and the Trade Contract Agreement between the Licensor and Licensee.

“Vendor” shall mean a party supplying FF&E, equipment, material, or other product or service to the Event Spaces under a direct contract with the Licensor.

EXHIBIT B

Description of Event Spaces

EXHIBIT C-1

Initial Design of the Facilities

EXHIBIT C-2

Final Design of the Facilities

EXHIBIT D

INSURANCE REQUIREMENTS

During the Term of this License, Licensee shall procure and maintain in full force and effect, at its own expense, the policies of insurance set forth below. All policies must: (a) be primary, and not excess or contributory of any policies or coverage maintained by Licensor or its Contractors, Vendors or Supplier and (b) be written by insurance companies licensed and approved to do business in the State of Minnesota that possess an A.M. Best’s rating of A- VII or higher. Except for professional liability and pollution liability, policies must be written using an occurrence basis coverage trigger form.

Commercial General Liability*

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any person or occurrence)	\$5,000

General Liability must be provided using the most recent edition of ISO form CG0001 or its equivalent including:

- Premises and Operations – Bodily Injury and Property Damage
- Products and Completed Operations – Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Contractual Liability

- No endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or damage to the work.
- Waiver of Subrogation in favor of the Licensor, Team and Indemnitees
- Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.

Commercial Automobile Liability*

Combined Single Limit – Bodily Injury/Property Damage	\$1,000,000
Owned, hired and non-owned automobiles	

- Waiver of Subrogation in favor of Licensor, Team and Indemnitees
- Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.

Workers' Compensation	Statutory Limits
a. Coverage B – Employers' Liability	\$1,000,000
b. Coverage C: All States Coverage	\$1,000,000
c. If applicable, USL&H and Voluntary Compensation	
• Waiver of Subrogation in favor of Licensor, Team and Indemnitees	
• Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.	

Employer's Liability*

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
• Waiver of Subrogation in favor of Licensor, Team and Indemnitees	
• Coverage may not be canceled unless thirty (30) days prior written notice thereof is furnished to Licensor and the Team.	

Contractor's Pollution Liability

Each Occurrence or Claim	\$1,000,000
Aggregate	\$1,000,000

All Risk Property Insurance Full replacement value of Licensee's property

Professional Liability (Errors and Omissions)

Each Occurrence or Claim	\$1,000,000
Aggregate	\$1,000,000

Professional Liability coverage may be on a claims-made basis. The policy will have a retroactive date before the state of the Work and will remain in effect for not less than the statute of limitations and statute of repose under Minnesota law.

Umbrella/Excess

Umbrella/Excess Liability insurance with limits not less than \$5,000,000 each occurrence to apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.

The insurance requirements herein shall not be construed as a limitation of any potential liability on behalf of Licensee. Licensor's approval or acceptance of a certificate of insurance does not constitute Licensor's assumption of responsibility for the validity of any insurance policy nor does Licensor or Team represent that the required coverages and limits are adequate to protect Licensee or its representatives' interest, and neither Licensor nor the Team assumes no liability therefore

Licensee shall bear all costs of all deductibles and retentions, and shall remain solely and fully liable for the full amount of any loss or damage not compensated by insurance. The insurance requirements specified above may be amended from time to time during the Term of this License 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, Licensee will be required to purchase additional insurance to restore the required limits.

The Commercial General Liability, Automobile liability and Umbrella insurance policies 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, the NFL, M.A. Mortenson and Company, 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 Event Spaces (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 License Agreement by and between Minnesota Sports Facility Authority and [____], a [____]. The foregoing coverage does not extend to coverage for acts or omissions of an Additional Insured or the Additional Insureds.”

During the Term, Licensee shall require all of Licensee’s agents and subcontractors to provide Licensee and Licensor with certificates of insurance evidencing substantially the same insurance with substantially the same limits as required of Licensee.