

(Revised 05/29/2014)
Standard Rider

FBI Division Minneapolis
Site Name Us Bank Stadium
Site Number MP081
License Exp. Date _____

**STANDARD FBI ANTENNA SITE
LICENSE RIDER**

This rider is hereby incorporated as part of a certain Agreement entered between
Minnesota Sports Facilities Authority, (Licensor) and the Federal Bureau of Investigation (FBI) (Licensee)
for use of said Licensed Premises US Bank Stadium (site name) located at
900 5th Street, Minneapolis, MN 55415 (site address).

**NOTE: THE TERMS AND CONDITIONS OF THIS RIDER
SHALL GOVERN OVER THE TERMS AND CONDITIONS
OF SAID LICENSE AGREEMENT.**

This Agreement shall be deemed a license, not a lease.

The initial term of this license shall run from October 1, 2016 to September 30, 2017 (base year). Licensee may extend the term of the License Agreement for nine one-year option periods. Each option year shall run from October 1 until September 30 so as to conform to the Government's fiscal year. In addition, Licensee shall give the Licensor a written notice of intent to renew at least 60 days before the license expires on September 30.

The FBI, Department of Justice, is an agency of the United States Government and is self-insured.

For Rooftop installations, Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the roof of the building on the Property or to replace all or part of the roof of the building on the Property. If Licensor elects to make roof repairs, Licensee shall, upon Licensor's request, and at Licensor's cost, temporarily remove or relocate Licensee's rooftop Improvements so that the roof repairs may be completed.

Licensor shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation used by other Licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this agreement.

Licensor, at Licensor's sole cost and expense, shall maintain the Licensed Premises (excluding Licensee's Improvements) and the access to the Licensed Premises in good order and repair. Licensor shall, at Licensor's sole expense, provide for interior maintenance and repairs of the Licensed Property, as applicable, in accordance with generally accepted good practices. Damage resulting from the acts or omissions of Licensee shall be timely repaired by Licensee at the Licensee's sole cost and expense. The costs of any maintenance and operations of the Licensee's Improvements, unless otherwise provided herein, shall be at the sole expense of Licensee.

Licensee assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the Licensee or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein Licensed Premises or (2) the failure of the Licensee or its employees acting in the scope of their employment to observe and abide by any of the terms of conditions of this License Agreement. This assumption of liability is coextensive with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and Federal law.

All transactions arising hereunder shall be governed and interpreted by the laws of the state in which the communications site resides, provided that such state law does not conflict with federal law.

All Federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.

The monthly license fees provided for herein shall be due and payable by Licensee in arrears.

In compliance with the Debt Collection Improvement Act of 1996, all Federal payments will be made by electronic funds transfer (EFT). Complete and return attached EFT information form.

Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act, Federal Acquisition Regulation 52.232-25.

Extension of this license beyond the base year and subsequent option years is contingent upon Congressional approval of the funding needed to cover this agreement.

Disputes under this License Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.

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Except as otherwise provided in this Agreement, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive, or exemplary damages.

Licensor or Licensee may cancel this agreement at any time without penalty by providing the other party (3) months notice to the other party of its termination.

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This Agreement and attachments contain the entire agreement between the parties regarding the tower and the property for the Licensee's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

LICENSOR Minnesota Sports Facilities Authority
BY: Neil Marshall DATE: 9/19/16

LICENSEE: FEDERAL BUREAU OF INVESTIGATION

BY: _____ DATE: _____

Licensor Point of Contact
Name: Minnesota Sports Facilities Authority
Address: 401 Chicago Ave.
Minneapolis MN, 55415
Phone: 612-335-3357
Fax: _____
Email: _____

Licensee Contract Administration Point of Contact
Name: Patricia Tovar
Address: Quantico ERF, Bldg. 27958A
Quantico, VA 22135
Phone: 703-985-6704
Fax: 703-985-2694
Email: patricia.tovar@ic.fbi.gov

Licensee Local Point of Contact
Telecommunications Manager: Michael J Martin
Address: 1501 Freeway Blvd.
Brooklyn Center, MN 55303
Phone: 763-569-8564
Fax: 763-569-8567
Email: michael.martin@ic.fbi.gov

Please complete following:

- | | | |
|--------------------|---------------------------|-------------------------------------|
| Small Business | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Small Disadvantage | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Large Business | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Woman Owned | <input type="radio"/> Yes | <input checked="" type="radio"/> No |

The federal government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/> This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the DUNS which has the current banking account information which the Licensor desires the FBI to direct payments to. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor **does not** register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Tax Identification Number (mandatory) _____

Licensor DUNS Number (mandatory) _____

FINANCIAL INSTITUTION INFORMATION

9-Digit Routing Number _____

Depositor Account Number _____