



Licensors will bill Licensee, per the Event Operating Rules and Regulations, for additional janitorial staff hours, security staff hours, and engineering staff hours at the prevailing wage, as they are specifically assigned to the Event.

Licensors will assist in securing off-duty police officers. Licensee is responsible for paying police officers directly at their required hourly rate.

Licensors will provide Licensee access to 100 amps of power for the Waiting Room. Any additional power needs will be at the Licensee's expense.

## II. EVENT FEE

The fees payable for this Event (collectively the "Event Fee"), due date(s), and payment information are set forth below. The Event Fee and any additional charges payable to Licensors must be paid on or before the designated due dates and must be paid via certified check, business check, or credit card. All credit card payments are subject to a processing service fee and must be made in person. Checks should be made payable to RCRRRA, and mailed or delivered to 214 E 4<sup>th</sup> Street, Suite 300, St. Paul, MN 55101. The Event Fee and all charges are non-refundable. Payments will be considered "made" when We actually receive them. Licensee's payment of late charges will not prejudice Our rights to pursue other remedies available under this Agreement, at law or in equity.

In consideration of the rights granted to Licensee and/or services provided by Licensee under this Agreement, Licensee shall pay to Licensors the following Event Fee in accordance with the designated due dates:

Item	Event Period	Amount
Room Rental Fee(s)	Monday January 29, 2018- Friday February 2, 2018 *see Section I.2 for specific dates of rooms	\$250,000
Equipment Rental Fee(s)		N/A
Other Charges:		N/A
<b>Total Event Fee</b>		<b>\$250,000</b>

All fees associated with the Event Location, as specified in Section III, shall be paid as follows:

- a) 50 percent of all fees due upon Licensee's execution of this Agreement (such amount being hereinafter referred to as the "Deposit"); and
- b) 50 percent balance due not less than 30 calendar days prior to the Commencement Date of the Event Period as defined in Section IV of this Agreement.
- c) If there is less than 30 calendar days prior to the Commencement Date of the Event Period as defined in Section IV of this Agreement, then 100 percent of balance due in full upon Licensee's execution of this Agreement.

The Deposit is payment in part for the use of the Event Location, as well as to secure Licensee's performance of its obligations hereunder, and is not refundable. We shall retain the Deposit, which Licensee hereby agrees to forfeit, if Licensee: (i) cancels the event for which this Agreement has been granted; (ii) fails to adhere to the schedule set forth in Section I; (iii) for whatever reason fails to conduct the agreed upon use during the Term hereof; or (iv) fails to pay the balance of the Event Fee upon the date specified in (b) above.

Forfeiture of the Deposit as provided above, in no respect relieves Licensee of its obligation hereunder to pay the full amount or partial amount, as indicated above, of the Event Fee for the Event Location, together with any additional charges for costs incurred by Us, should Licensee cancel the said Event or otherwise default in any of its obligations hereunder.

## III. EVENT LOCATION

Licensee has the right to hold the event in the following space (the "Event Location"): Waiting Room, Concourse and Head House (1/29/18 through 2/2/18), Red Cap Room (2/1/18 & 2/2/18), which is located at the Property, the address and telephone number of which are: 214 East 4th Street / 240 East Kellogg Blvd., St. Paul, MN 55101, (651) 202-2700.

#### IV. EVENT PERIOD

Licensee may use the Event Location from 7am January 29, 2018 (the "Commencement Date") until 11:59am February 2, 2018 (the "Expiration Date") as detailed in section I. "The Event" defined per room use (this entire period will be called the "Event Period"), unless this Agreement is terminated earlier by either party.

#### V. EVENT ELEMENTS

Prior to production and/or distribution, or a minimum of 30 days prior to the Event Period, whichever comes first, Licensee must deliver to Agent all materials which may include, without limitation, camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, press releases, printed programs, invitations, logos, trademarks and designs to be used in connection with the Event (collectively, the "Event Elements"), for Agent's review and approval, which shall not be unreasonably withheld. Agent will review and approve or reject in writing, in Agent's sole discretion, all Event Elements. Agent reserves the right during the Event Period to reject any or all Event Elements for any reason or no reason, and to curtail or regulate any or all Event Elements. Agent does not have approval requirements on artistic design.

Agent review of the Event Elements will include, but is not limited to the following:

- Property being properly listed solely as Union Depot. (St. Paul Union Depot, SPUD, and Saint Paul Union Depot are not correct and will be required to be changed.)
- Proper use of Property logo if permission is granted.
- Correct address and/or contact information including web address and email.
- Proper directions and/or parking information and maps.

#### VI. TERMS AND CONDITIONS

1. Hours of Operation. As it pertains to public events, the Event must be open for business during the hours set forth in Section I. You must pay Us \$50 per hour or part of an hour (up to a maximum of \$300 per day) as liquidated damages and not a penalty for the times that the Event is not open and operating, as provided in Section I. These liquidated damages are in addition to all other amounts due under this Agreement. You agree that this amount is a reasonable estimate of the damages that We would suffer if the Event is not open during the hours set forth in Section I.

2. Condition of Event Location. Licensee has inspected the Event Location and accepts it "as is" and "where is" with no representation or warranty by Licensor or Agent as to its condition, or its suitability or fitness for the Event as of the Effective Date. Licensor is aware of the purpose and description of the Event and agrees that it will not make any changes or alterations to the Event Location that will have a material adverse effect on or frustrate its purpose. Licensee understands that We have no obligation to improve or repair the Event Location unless stated otherwise elsewhere in this Agreement. At Licensee's expense, Licensee must maintain the Event Location in the same "as is" condition it was received and make all necessary replacements and repairs to return it to the "as is" condition in which it was received. If Licensee does not fulfill Licensee's obligation to return the Event Location to the "as is" condition in which it was received, We have the right to do this for Licensee, without responsibility for any damage caused by Our work. We also have the right to make any emergency repairs. Licensee shall immediately reimburse Us for any cost We incur in performing any maintenance or repair work, plus a 20% administrative fee. Licensee may not make any alterations, additions or improvements to the Event Location without Agent's prior written consent.

3. Event Set-up and Operation. Licensee must coordinate the set up and take down with the Agent Contact set forth on the first page of this Agreement. At Agent's request, Licensee will provide an on-site coordinator for set-up and tear-down of the activities governed by this Agreement. The scheduling of all set up and take down is subject to Agent's absolute discretion. Licensee shall submit in advance all plans related to the location of equipment, set-up and take-down, time and dates of display. Licensee has the sole responsibility for conducting the Event, which may include the erection and installation of any Event Elements authorized by Agent, unless erection and installation are included in the Services specified in Section I as services being provided by Licensor. Licensee shall install the Event Elements and promptly repair at Licensee's sole cost and expense any damage to the Property that is caused by Licensee, any of Licensee's contractors or other service providers, vendors, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or subcontractors in connection with the set-up or operation of the Event. Licensee is required to follow Our operating rules, as set forth in the Union Depot Event Operating Rules and Regulations Handbook which Licensee has received. We covenant that the location in which the Event is held will be private and the public will be strictly prohibited from accessing the Event space. All residents and transit customers will be directed to a location on the Property in such a way that they do not interfere with the Event.

4. No Exclusives. This Agreement does not give Licensee any exclusive right to sell or promote any particular product or service. Other permitted users of the Property may sell or promote the same products or services that Licensee does.
5. Contractors. Licensee is responsible to procure any and all Contractors necessary for the Event. Licensee is not required to use the Property's preferred vendors in any category or receive prior approval in writing from Agent to utilize a non-preferred vendor. Accordingly, We irrevocably grant Licensee approval to use non-preferred vendors in any and all categories such as, for example, catering, audio visual and event rental and décor and We shall not be entitled to any additional fees beyond the Event Fee for use of non-preferred or preferred vendors. Furthermore, We acknowledge and agree that the Event Fee is sufficient consideration for Licensee's use of the Event Location and We are strictly prohibited from charging preferred and non-preferred vendors any commission, fee, or amount in connection with, related to, or arising from their services during the Event Period, including services rendered at the Event. Licensee must provide Agent with a list of all proposed Contractors at least ten (10) business days prior to the Commencement Date of the Event. The list shall specify the names, addresses and services to be provided by each Contractor. Only Contractors that Agent approves in writing will be permitted to enter the Event Location. Agent will not approve of, or permit, any such Contractor to enter the Event Location, until Agent has received from such Contractor (i) a certificate of insurance evidencing coverage required by this Agreement, listing Licensor and Agent as additional insureds, and (ii) an original of Exhibit B hereto, signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be at Our sole and absolute discretion. Subject to Our approval, Agent will provide to Licensee and each authorized Contractor access to the Event Location during the Event Period in accordance with this Agreement. Licensee and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Agent, and as needed to perform Licensee's obligations under this Agreement.
6. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any of its obligations under this Agreement if the party is delayed or prevented from performing due to any of the following (which shall be referred to in this Agreement as a "Force Majeure"): any acts of God, casualty, accident, breakage, repairs, strike or labor troubles, terrorist acts, war, governmental restrictions, acts of governments or government authorities, or other similar of dissimilar cause whatsoever, which is beyond the reasonable control of the party.
7. Termination. Upon termination of this Agreement for any reason, Licensee must vacate the Event Location, leaving it in the "as is" condition in which it was received. After such termination, no further obligations shall accrue under this Agreement, provided that each party will remain liable for obligations arising prior to the termination and for all obligations and duties thereafter as specifically provided herein. This Agreement will terminate automatically if the Event Location is damaged due to fire or any other event of casualty or condemnation, if not restored prior to the event period, and with the exception of being reimbursed for the portion of the Event Fee paid as of the date of termination, Licensee will have no further recourse against Licensor or Agent as a result of any such casualty or condemnation. Upon termination of this Agreement for any reason, Licensee must vacate the Event Location and the Property, and Licensee's occupancy or activity thereafter at the Property is a trespass. If Licensee does not vacate and surrender possession of the Event Location upon termination of this Agreement, We may immediately remove all of Licensee's property from the Event Location and store any such property at Licensee's expense for up to 30 days. If Licensee's property is not removed by Licensee within this 30-day period, it is conclusively presumed to be abandoned. We may dispose of such property in any way We may deem appropriate, without obligation or liability to Licensee or parties claiming by or through Licensee. If Licensee holds over after termination of this Agreement, effective as of the day following termination, all charges due from Licensee hereunder will continue to accrue and will be increased by 50%. If We commence an action to remove Licensee as a result of Licensee's failure to surrender possession, Licensee shall pay all costs and expenses incurred by Us as a result of such action, including attorneys' fees and court costs.
8. Intellectual Property Rights. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Event Period or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Licensee shall not, while this Agreement is in effect or thereafter, use or permit the use of Licensor's or Agent's name or the name of any affiliate of Licensor or Agent, or the name, address or any picture or likeness of, or reference to, the Property in any advertising, promotional, or other materials having a commercial purpose without Our prior written consent. Licensee agrees that We may make still, digital, video and/or photographic images or recordings of the Property which may include the Event Elements, Licensee's Marks and/or other materials displayed at the Property during the Event Period. Licensee agrees that We shall have the right to use select pre-approved (in writing) images or recordings for the exclusive purposes of promoting the Property and marketing activities at the Property. Licensee represents and warrants that the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity.

9. Insurance. Licensee must maintain, and require Licensee's Contractors to maintain, as applicable, the Insurance set forth in Exhibit A.

10. Indemnity. Except for Our negligence, gross negligence or willful misconduct, Licensee shall indemnify, hold harmless and, at Our option, defend Licensor, Agent and the respective employees, officials, officers, principals, shareholders, managers, agents and contractors of each of them ("Indemnified Parties") from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and expenses incurred by Us in connection with any loss of life, personal injury or damage to property or business (including the loss of use there from) arising out of or in connection with any negligent act or omission of the Licensee, its Contractors, or their respective agents, employees, invitees or contractors, or anyone claiming by or through any of them, in connection with Licensee's use of the Event Location or activities relating to its use of the Event Location. Licensee assumes responsibility for damages to the property of the Licensor arising out of the Licensee's use of the Event Location. Licensor or Agent will notify the Licensee of any damages and allow the Licensee a reasonable opportunity to review the damage before repairs are made. Licensor is responsible for the repair or replacement of its property and will invoice the Licensee for the damages. Licensee's obligation shall be to reimburse the Licensor the cost of labor and replacement of like-kind and quality equipment.

11. Waiver and Release. Unless such damage is caused by the negligence, gross negligence or willful misconduct of Licensor or that of Agent, or the respective agents, employees or contractors of Licensor or Agent, neither Licensor, nor Agent nor their respective agents, employees or contractors shall be liable for, and Licensee hereby waives and releases all claims for loss of life, personal injury or damage to property or business sustained by Licensee or any person claiming through Licensee, resulting from any accident, casualty or occurrence in or upon any part of the Property, including without limitation claims or damage resulting from any equipment or appurtenances becoming out of repair. In addition, Licensee hereby waives any and all right of recovery, claim, action or cause of action against Licensor, Agent and their agents, employees, invitees and contractors, for any loss or damage that may occur to the Event Location and any contents therein by reason of fire, the elements or any other cause which is insured or required to be insured pursuant to this Agreement, regardless of cause or origin.

12. Assignment. Licensee may not sell, assign, mortgage, pledge, sublicense, concession, or in any manner transfer, this Agreement or any interest herein, nor sublicense or license all or any part of the Event Location, by operation of law or otherwise. Any unauthorized assignment shall be null and void.

13. Default. If Licensee fails to perform any of the obligations herein or does not timely pay any sums required hereunder, Licensee shall receive notice of such default and shall have ten (10) business days to materially cure the default, but in no event until later than the day before the Event. If Licensee fails to cure such default the earlier of (i) within ten (10) business days from the date of the notice, and (ii) the day before the Event, We may immediately revoke, cancel and terminate this Agreement and remove Licensee's property from the Event Location, all at Licensee's cost and expense, including, without limitation, attorneys' fees incurred in enforcing Licensor's rights hereunder. Licensee shall reimburse Us for any such costs. The remedies specifically provided for in this Agreement are cumulative and are in addition to any other remedies available to Us under applicable law.

14. Waiver. Failure by either party to require the other to perform any terms of this Agreement will not prevent the party from later enforcing that term. No term of this Agreement will be deemed waived unless waived in writing by the waiving party. If We accept a payment of any money due from You under this Agreement, We are not waiving any prior breach by You of any term of this Agreement, other than Your failure to make the particular payment that We accepted. This is true whether or not We knew that You had breached this Agreement at the time We accepted payment from You.

15. Miscellaneous. This Agreement becomes valid and effective only when signed and delivered by both parties. This Agreement supersedes all prior discussions, licenses and other agreements of the parties, oral or written, relating to the transaction represented hereby. This Agreement may be modified only by a written instrument executed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. We may be a party to one or more agreements with a tenant, user of the Property or other party relating to the Property. This Agreement is subject and subordinate to all the provisions in those agreements, as they may be amended from time to time. If any provision of this Agreement is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that part, term or provision held to be illegal, invalid or unenforceable. Time is of the essence.

16. Notices. Notices to Licensee may be sent by delivery in person, or by certified mail, return receipt requested, postage pre-paid, by express mail delivery service, or by electronic mail or fax with confirmation of receipt, addressed to Licensee's address(es) set forth in the first paragraph on page 1 of this Agreement, or to such other address as designated to Licensor in writing by Licensee. Notices to Licensor may be sent by delivery in person, or by certified mail, return receipt requested, postage pre-paid, or

by express mail delivery service, or by electronic mail or fax with confirmation of receipt, addressed to Licensor's address(es) set forth in the first paragraph on page 1 of this Agreement, or to such other address as designated to Licensee in writing by Licensor. Notice will be deemed given as of the date of receipt, rejection or inability to deliver shown on the return receipt or similar advice of delivery or attempted delivery, or if delivered in person, the affidavit of the person making such delivery shall be conclusive proof of the delivery and the date and time of delivery.

17. Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Licensee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

18. Equal Employment Opportunity. Licensee agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

19. Respectful Workplace and Violence Prevention. Licensee shall make all reasonable efforts to ensure that the Licensee's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

## VII. ADDITIONAL PROVISIONS

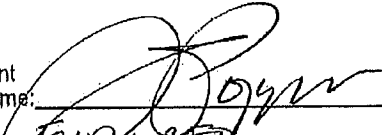
Exhibits A through B attached hereto are a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers or representatives on the day and year written above.

LICENSOR:  
Ramsey County Regional Railroad Authority  
By: Jones Lang LaSalle Americas, Inc., its agent

LICENSEE:  
Minnesota Vikings Football, LLC  
By: Steven D. Poppen

Print Name: Tanner Loge  
Title: VP, General Manager

Print Name:   
Title: VP + CFO

**EXHIBIT A  
INSURANCE REQUIREMENTS**

Licensee and their Contractors must keep the following insurance in force with companies licensed to do business in the State of Minnesota, during the Event Period and such other times as the Licensee and Contractor occupies the Property. Licensors may require additional insurance, at Licensors's sole discretion, for those events it deems to have higher risk.

- i. Workers Compensation Insurance in statutory limits for all employees;
- ii. Employer's Liability – minimum of \$500,000 each accident; \$500,000 disease policy limit; \$500,000 disease per employee;
- iii. Property Insurance coverage for tools and equipment brought onto and/or used on the Property by the Licensee or its Contractors in an amount equal to the replacement costs of all such property;
- iv. Commercial General Liability (naming Licensors and Agent as additional insureds) - \$1,000,000 per occurrence Combined Single Limit; \$2,000,000 aggregate (i.e., such insurance shall include contractual liability, personal injury liability, products, and completed operations coverage). Auto Liability (if deemed appropriate by Agent) - \$1,000,000 minimum combined single limit;
- v. If You are serving alcohol at the Event, liquor liability insurance, including coverage for bodily injury or property damage with minimum limits of \$2,000,000 per occurrence; and
- vi. For any Licensees or Contractors that are providing armed security services for the Event, Commercial General Liability (naming Licensors and Agent as additional insureds) which affords limits of not less \$2,000,000 per occurrence Combined Single Limit; \$5,000,000 aggregate (i.e., such insurance shall include contractual liability, personal injury liability, and completed operations coverage, and be primary and non-contributory to coverage carried by Licensors and Agent).

The following shall be included under the policies above (except i., ii, and iii) as additional insured on a primary and non-contributory basis, using endorsement forms CG 2026 or the equivalent. Coverage will include officials, officers, employees and agents of these additional insureds. Please note that the spelling of these parties must be exactly correct or the Event will not be allowed to commence:

1. Jones Lang LaSalle Americas, Inc.
2. Ramsey County Regional Railroad Authority
3. Ramsey County

Licensee and its Contractors shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance. Original Certificate(s) of Insurance must be provided before Licensee or its Contractors are granted access to the Property. All policies will be written by companies licensed to do business in the State of Minnesota and have a rating by Best's Key Rating Guide not less than A-/VII. The certificates required by this Exhibit A will provide either that either the Licensee or its Contractors shall provide Licensors and its Agent with at least 30 days prior notice of any lapse in the required insurance and at least 10 days notice for non-payment of premium.

Licensee and its Contractors waive any and all rights of subrogation against the parties identified in this Exhibit A as additional insureds with respect to the required insurances (except iii above). The waiver of subrogation shall be noted on the Certificate(s) of Insurance required by this Exhibit A.

If You breach Your obligation to obtain and keep in effect any insurance required by this Exhibit A to the Agreement, You shall indemnify and hold Licensors harmless against any loss that would have been covered by such insurance.

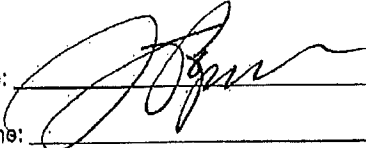
The following should be named as the Certificate Holder:  
Ramsey County Regional Railroad Authority  
214 E 4th Street, Suite 300  
St. Paul, MN 55101  
Attn: Property Manager – Insurance

Nothing in this Agreement shall constitute a waiver by the Licensors of any statutory or common law immunities, limits, or exceptions on liability.

**EXHIBIT B  
CONTRACTOR HOLD HARMLESS AGREEMENT**

The undersigned \_\_\_\_\_ ("Contractor"),

In connection with the \_\_\_\_\_ ("Event") to be conducted at the Property on or about February 1, 2018 will indemnify, protect, defend and hold harmless Ramsey County Regional Railroad Authority and Jones Lang LaSalle Americas, Inc., their parent companies, subsidiaries and affiliates, and their respective employees, officials, officers, partners, directors, and agents ("Indemnified Parties") from and against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Property. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Property.

Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If a corporation:

By (Company Name): \_\_\_\_\_



## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** (this "First Amendment") is made as of the 5th day of December, 2017, by and between Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("Licensor"), by and through its agent Jones Lang LaSalle, a Maryland corporation ("Agent"), and Minnesota Vikings Football, LLC, a Minnesota limited liability company ("Licensee").

### **Recitals**

- A. Licensor and Licensee entered into the Event Agreement, dated July 13, 2017 (the "Agreement"), for room rentals at the property of Licensor located at 214 East 4th Street, Saint Paul Minnesota 55101 commonly known as Union Depot (the "Property").
- B. The Agreement provides that the spaces named Waiting Room, Head House, Concourse, and Gateway Conference Room are rented from 7am Monday, January 29- through 12pm (noon) Friday, February 2, 2018, as well as the Red Cap Room on February 1 and until noon February 2.
- C. Licensor and Licensee desire to amend the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises in this First Amendment and other good and valuable consideration, Licensor and Licensee agree as follows:

1. **Recitals.** The Recitals above are incorporated in this First Amendment.
2. **Room Modifications.** Licensor and Licensee hereby agree that rather than using the Gateway Conference Room on the dates and times specified in the Agreement, Licensee shall use the Red Cap Room instead. Licensee's use of the Red Cap Room from February 1<sup>st</sup> until February 2<sup>nd</sup> shall remain unchanged. Additionally, Licensee shall also have access to the Veterans Gallery and Riverview Conference room from 7am on February 1 until 2am February 2. There shall be no additional charges for any of the room modifications set forth in this First Amendment.
3. **Parking.** Licensor and Licensee agree to rent Parking Lot A on the Property at a rate of \$450 per day for 4 days, January 29 to February 1, 2018, and \$300 for use until noon on February 2, totaling \$2,100, to be paid not less than 30 calendar days prior to the Commencement Date of the Event Period.
4. **Affirmation of Agreement.** Except as amended by this First Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
5. **Capitalized Terms.** Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.

*[Signature Page Follows]*

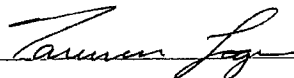
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

**LICENSOR:**

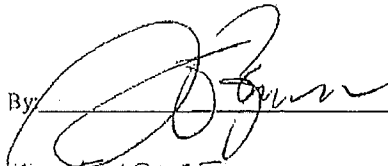
Ramsey County Regional Railroad Authority  
By: Jones Lang LaSalle Americas, Inc., its Agent

**LICENSEE:**

Minnesota Vikings Football, LLC  
By: Steven D. Poppen

By: 

Title: Vice President, GM

By: 

Title: EVP+ CFO