

3. Fee. Section 11.1 of the Naming Agreement is deleted and replaced with the following:

11.1 Fee. For the rights granted to it in this Agreement excluding those related to the exercise of the option granted in Section 12.1(b), TCF shall pay the University or its designee a sponsorship fee ("**Sponsorship Fee**") in the total amount of Forty-Three Million Five Hundred Forty-one Thousand Dollars (\$43,541,000), subject to reduction as provided in Section 3.6(e). The amount of the Sponsorship Fee shall not be reduced even if at any time or from time to time the Stadium is used for Events of a kind or volume that exceeds the Contemplated Use. The Sponsorship Fee shall be paid in such amounts and at such times as described on Schedule 11.

Schedule 11 to the Naming Agreement is deleted and replaced with the amended version of Schedule 11 attached to this Amendment.

4. Term. Section 12.1 of the Naming Agreement is deleted and replaced with the following:

12.1 Term; Option to Extend.

(a) Unless terminated earlier pursuant to Section 12.2 or Section 12.4, this Agreement shall begin on the Effective Date and continue until 11:59 p.m. on the same month and day in the year 2031 (the "**Term**").

(b) TCF may extend the Term for an additional ten years (the "**Extension**") by delivering written notice of its intent to do so not later than 11:59 p.m. on September 30, 2020, accompanied by a lump sum payment of Four Million Dollars (\$4,000,000). If so extended, the Term shall continue until 11:59 p.m. on the same month and day as the Effective Date in the year 2041 and annual payments during the Extension shall be as stated in Schedule 11.

(c) If TCF notifies University that it will extend the Term of the Naming Agreement pursuant to Section 12.1(b), effective as of the time TCF delivers such notice Sections 1.1 and 1.2 of Schedule 3.1 to the Naming Agreement shall be deleted and replaced with the following:

Suite. During the Term, University agrees to provide TCF at no additional cost with: (a) a 16-seat prime location suite for all Events held at the Stadium that are marketed to the general public for which access to all of the suites is sold or permitted; and (b) at least 16 admission tickets for such Events. TCF's use of the suite shall be subject to the requirements set forth on Appendix A to this Schedule 3.1. TCF will execute a suite lease on University standard terms and conditions (except for rental amount and other changes necessary to conform the lease with the terms of this Amendment), and shall be responsible for all costs associated with services provided at the request of TCF during Events (food, beverages,