

## EXHIBIT C

### TERMS AND CONDITIONS

1. **LICENSEE RIGHTS AND OBLIGATIONS.** For and in consideration of Your payment of the License Fee, during the Term (as defined in **Section 3** of this **Exhibit C**), You will have the right to purchase annually from the Vikings season tickets for the Seat(s) for all (i) preseason and regular season National Football League (“NFL”) games; and (ii) postseason NFL playoff games, in each case (A) played by the Vikings in the Stadium, and (B) in which the Vikings are designated as the home team by the NFL (“**Team Games**”). This Agreement will not grant You the right to purchase tickets to, and “Team Games” will not include, any (1) Super Bowl game, (2) games played by the Vikings that are designated by the NFL as a Vikings home game but that are scheduled to be played at a location other than the Stadium (including, by way of example, games scheduled to be played in a foreign country), or (3) Authority events.

2. **TRANSFERS.**

- (a) **Permitted Transfers:** You will not be permitted to assign, sell, sublease, pledge, mortgage or otherwise transfer (a “**Transfer**”) any SBL except as follows:

- (i) with and upon the prior written consent of the Agent (not to be unreasonably withheld, delayed or conditioned);
- (ii) if the Transfer is required due to an occurrence of a circumstance beyond Your control, such as death or disability or similar event (as determined in the Agent’s discretion);
- (iii) in the case of a Licensee that is a natural person, You may Transfer a SBL to a grandparent, parent, stepparent, spouse (including to an ex-spouse in connection with a divorce), registered domestic partner (including to an ex-partner in connection with a termination of the domestic partnership), sibling, child, stepchild, grandchild, or great grandchild; or
- (iv) in the case of a Licensee that is an entity, You may Transfer a SBL to (i) an entity resulting from a merger or consolidation with You, (ii) an entity succeeding to all or substantially all of Your business or assets, or (iii) an entity controlled by, controlling, or under common control with You.

In all cases where the proposed transferee is a natural person, such proposed transferee must have never been barred from entering, or removed for misconduct from, the Stadium or any other stadium, ballpark, arena or similar venue, including the Mall of America Field.

All Transfers are subject to the conditions of Transfer in **Section 2(b)** below.

- (b) **Conditions to and Completion of a Transfer:** No Transfer of any SBL will be complete or recognized (including any Transfer permitted above) if You are in default of the terms of this Agreement, or until:

- (i) the date which is one (1) year after August 12, 2016 (the date that the first regular season Team Game was played at the Stadium);
- (ii) You and the proposed transferee apply to the Agent for the Transfer of the SBL(s) on a form specified by the Agent, which form will contain the proposed transferee’s agreement to assume and perform Your obligations under this Agreement;
- (iii) You and the proposed transferee pay an administrative transfer fee, provided that, for the first five (5) years after August 12, 2016, during which Team Games are played at the Stadium the administrative transfer fee will not exceed One Hundred Fifty Dollars (\$150.00);

- (iv) You have performed all obligations (including, but not limited to, accrued payment obligations if you have financed any part of your SBL payment obligation) under the SBL(s), unless the Agent agrees to permit Your assignment of all such obligations to the proposed transferee; otherwise all payment obligations under the SBL shall be due upon such Transfer; and
  - (v) the Agent records the Transfer in the records maintained for those purposes.
- 3. **TERM.** Each SBL and this Agreement will, subject to earlier termination as provided for in this Agreement, remain in effect for so long as the Stadium is used for Team Games; provided that, if at some time following the thirtieth (30th) anniversary of August 12, 2016, the Stadium undergoes a renovation, restoration, or rebuilding that costs in excess of Five Hundred Million Dollars (\$500,000,000.00), then the SBL and this Agreement may be terminated, at the discretion of the Authority, on the date of commencement of such renovation or rebuilding (the “**Term**”).
- 4. **RIGHTS RESERVED BY THE AUTHORITY.** The Vikings and the Agent expressly reserve the following rights on behalf of the Authority:
  - (a) **Exercise of Rights:** The right to exercise all rights at law or in equity, or as granted under this Agreement, including those rights in connection with Your default of this Agreement, which rights expressly include the termination of this Agreement and the SBL(s).
  - (b) **Credit Checks:** The right to investigate Your creditworthiness in connection with the SBL(s) and this Agreement. You expressly authorize the Authority, the Vikings, the Agent, and any contractors, agents, sub-agents, designees, successors and assigns to access Your credit reports at any time during the period commencing on the Agreement Date and ending on the date that no amount of the License Fee (including applicable finance charges, if any) remains outstanding.
  - (c) **Stadium Alterations:** The right to improve, alter, restore, expand, or enlarge the Stadium, any amenity area, any seating area or any other portion of the Stadium, as determined in the Authority’s sole discretion, and, in connection with any such action, the right to modify the assignment of specific seats to SBLs if the Authority relocates or reconfigures the Stadium seating or any amenity area(s).
  - (d) **Transfer of the Stadium:** The right to assign, pledge as collateral, encumber, transfer, sell, or lease all or any part of the Authority’s right, title, or interest in and to the Stadium and its appurtenant facilities.
  - (e) **Transfer of this Agreement:** The right to assign, pledge as collateral, mortgage, encumber, transfer, or sell all or any part of Your rights and obligations or of the Authority’s rights and obligations under this Agreement to one or more third parties.
- 5. **USE OF STADIUM AND SEAT(S).** You will have access to the Stadium and, if applicable, the Seat(s), only upon presentation of a ticket(s) for admission to a Team Game. You and all persons that You permit (whether by express permission, acquiescence, or otherwise) to use tickets to any Team Game which You have the right to purchase under this Agreement (“**Licensee Guests**”) will be bound by the terms and conditions upon which tickets for admission to the Stadium have been issued, including but not limited to any policy adopted with respect to the cancellation, re-scheduling, or postponement of Team Games. In addition, You and the Licensee Guests will be required to at all times maintain proper decorum while using the Seat(s) and while in and about the Stadium, and to abide by all applicable governmental regulations, laws, ordinances and rules and by the policies, rules, and regulations that may be adopted from time to time by either or both of the Authority and the Vikings, and their respective representatives, agents, tenants, subtenants, employees, corporate affiliates and contractors pertaining to the Stadium. Without limiting the foregoing, You specifically agree that neither You nor the Licensee Guests will:
  - (i) bring into the Stadium any alcoholic or intoxicating beverage, any illegal drug, or, except as prescribed to the treated person by a physician, any controlled substance;

- (ii) permit the Seat(s) or any seat or area of the Stadium to be used for any illegal, improper, immoral, or objectionable purpose, or unduly disturb, obstruct, or interfere with the rights of any Team Game attendee or ticket holder;
- (iii) film or record for transmission, or transmit from the Seat(s) or the Stadium all or any portion of any Team Game, or any description of any Team Game, by any means (including, but not limited to, radio, television, or internet broadcasting, whether distributed live or by means of film, tape, digital, streaming, or other technology); or
- (iv) tolerate or permit the use of the Seat(s) in violation of this Agreement, or create any nuisance or take any action that either diminishes hazard insurance coverage for the Stadium or increases the premium payable for that insurance.

6. **FAILURE TO PURCHASE SEASON TICKETS TO TEAM GAMES.** If You do not purchase season tickets to Team Games for the Seat(s) by the payment deadline specified each year by the Vikings, Your right to purchase season tickets to Team Games for the Seat(s) will terminate and Your SBL will terminate. Thereafter, the Vikings or the Agent, on behalf of the Authority, will have the right to sell a new SBL(s) for the Seat(s) (with the right to purchase season tickets to Team Games) to any other person or entity.

7. **DEFAULT.** If You fail to pay when due any License Fee or portion of the License Fee, or any finance charge thereon, or otherwise default in the performance of any of Your duties and obligations under this Agreement, then the Agent may, at its option, after providing You written notice and a ten (10) day opportunity to cure (if such default is curable) elect to exercise either or both of the following:

- (i) withhold distribution of tickets to You, authorize the Vikings to withhold distribution of tickets to You, or otherwise deny You access to the Stadium for Team Games until the default is cured (if such default is curable); or
- (ii) terminate all of Your rights under this Agreement.

Failure to maintain proper decorum and to abide by the policies, rules, and regulations that the NFL, the Authority or the Vikings (or an affiliate of the Vikings) adopt from time to time are non-curable defaults.

*You acknowledge and agree that upon Your default under this Agreement and the termination of the SBL(s) by the Agent, no amount(s) that You have paid under this Agreement will be refundable or payable to You. If tickets are withheld from You due to Your default, the Vikings may release, reissue, sell, give, use for its own use, or otherwise transfer the tickets for the Team Games on terms and conditions established by the Vikings in its sole discretion, without any compensation to You. After termination of Your SBL(s), the Vikings or the Agent, on behalf of the Authority, will thereafter, at any time, have the right to sell one or more new SBL(s) for the Seat(s) to any other person or entity with no further obligation or liability to You whatsoever.*

The foregoing remedies are not to the exclusion of any other right or remedy of the Agent or the Authority set forth in this Agreement or otherwise available at law or in equity.

8. **DAMAGES, DESTRUCTION, STRIKES.**

- (a) **Damage of the Stadium:** In the event of any damage to or destruction of the Stadium due to an act of God, natural disaster, contamination, act of terrorism or other event of force majeure, as between You and the Authority, the Authority will have no obligation to repair such damage or rebuild the Stadium. If the Stadium is not repaired or rebuilt, and/or the Stadium is no longer used for Team Games, this Agreement will terminate as of the date of such damage or destruction, no portion of the License Fee or any interest paid by You will be returned to You, and neither the Authority nor the Agent will have any further liability under this Agreement.
- (b) **Damage of the Seat(s):** In the event of any damage to or destruction of the Seat(s) due to an act of God, natural disaster, contamination, act of terrorism or other force majeure that renders the

Seat(s) unusable, and for which the Authority is unable to repair or replace the Seat(s) in a reasonable period of time, the Agent will endeavor to provide You a Comparable Seat(s) until the Seat(s) is repaired or replaced. If no Comparable Seat(s) exists, You will be offered a seat that is as nearly comparable as is reasonably possible in the circumstances (and, if you accept that seat, the change may result in an adjustment of your License Fee (refund or additional payment) depending on the seating location). If the Agent or the Authority notifies You that there is no Comparable Seat(s), or that the Seat(s) cannot be repaired or replaced, then Your right to purchase season tickets to Team Games for the Seat(s) will terminate as of the date of such damage or destruction. So long as the Stadium is thereafter used for Team Games, You will retain priority to purchase tickets for Team Games at the Stadium for the remainder of the Term. A “**Comparable Seat**” is a seat that is comparable to, in terms of field vantage point and access to amenities, the Seat that was assigned to the SBL prior to the relocation or reconfiguration, all as determined by the Agent in its sole discretion and without regard to the original License Fee amount.

- (c) **Cancellation or Postponement of Team Games:** The Authority and the Agent will have no responsibility or liability to You on account of any cancellation or postponement or other failure or deficiency in the conduct of any Team Game, including but not limited to any cancellation on account of any strike or other labor disturbance or any condition in or around the Stadium. Neither the Authority or the Agent will have any liability on account thereof. Only the Vikings will have responsibility with respect to such cancellation, postponement, or other failure or deficiency in the conduct of any Team Game, and only to the extent expressly set forth on the tickets issued to You.

9. **ASSUMPTION OF RISK; INDEMNIFICATION; ACKNOWLEDGMENT**

- (a) **Assumption of Risk.** You assume all risk for any loss, damage, or injury to any person or to any of Your property or the Licensee Guests in or around the Stadium (including without limitation the Plaza, parking lots, and other areas designated as part of the Stadium site) arising out of, during, or related to Your or their attendance at any Team Game at the Stadium resulting from any cause whatsoever, including, but not limited to, theft and vandalism, incidents involving other patrons, the consumption of alcoholic beverages by other patrons, injury from thrown or dropped objects, and spills of food or beverages, regardless of whether the personal injury or property damage was caused by or results from, in whole or in part, the negligence or other fault of the Authority, the Agent, the Vikings, or any event organizers, or their respective officers, owners, directors, employees or agents.
- (b) **INDEMNIFICATION. YOU AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, THE AGENT, THE VIKINGS, OR ANY EVENT ORGANIZERS, AND THEIR RESPECTIVE OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEYS’ FEES AND LITIGATION EXPENSES, ARISING OUT OF OR RELATED TO (I) ANY VIOLATION BY YOU OR ANY OF THE LICENSEE GUESTS OF THIS AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS, (II) THE USE OF ALCOHOL IN OR AROUND THE STADIUM (INCLUDING SKYWAY AND THE PARKING LOTS AND RAMPS) BY YOU OR THE LICENSEE GUESTS, (III) THE CONDUCT OR BEHAVIOR OF YOU OR THE LICENSEE GUESTS, AND/OR THE USE OF THE SEAT(S) OR THE STADIUM (INCLUDING SKYWAY AND THE PARKING LOTS AND RAMPS) BY YOU OR THE LICENSEE GUESTS, AND (IV) ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN OR AROUND THE STADIUM (INCLUDING SKYWAY AND THE PARKING LOTS AND RAMPS) IN CONNECTION WITH YOUR OR THE LICENSEE GUESTS’ USE OF THE STADIUM (INCLUDING SKYWAY AND THE PARKING LOTS AND RAMPS) OR OCCUPANCY OF THE SEAT(S), REGARDLESS OF WHETHER THE PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY**

**INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THOSE DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE (AND ONLY TO THE EXTENT ATTRIBUTABLE) TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE AND ONLY WITH RESPECT TO SUCH INDEMNITEE.**

- (c) **Acknowledgement.** You acknowledge that, although not all of the Indemnitees are a party to this Agreement, each Indemnitee that is not a party to this Agreement is an express third-party beneficiary of this **Section 9** of this **Exhibit C** and will directly or indirectly receive the benefit of, and may enforce as if a party to this Agreement, the provisions of this **Section 9** of this **Exhibit C**.

10. **TERMINATION – DAMAGE, DESTRUCTION, RENOVATION, ETC. TO OR OF THE STADIUM.** The Authority reserves the right, in the case of construction or design necessity, any federal, state or local law, ordinance or regulation, NFL regulation or directive, damage or destruction (whether whole or partial), renovation, reconstruction or obsolescence, to alter or change the design or configuration of the Stadium, including any change in the location of each of the Seat(s), which changes may affect the location or existence of the Seat(s) associated with the SBL(s). You acknowledge and agree that, in the event of any change or alteration of seat locations within the Stadium, the Agent may, in its discretion, provide You with a Comparable Seat(s). You will not be entitled to a refund of the License Fee or any interest paid by You if there is any change or alteration of Seat locations within the Stadium.

11. **YOUR ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES.** You hereby acknowledge, represent, warrant and agree as follows:

- (i) You have read and understand the terms of this Agreement and all Exhibits to this Agreement, including this **Exhibit C**.
- (ii) **YOU ARE NOT ACQUIRING THE SBL(S) AS AN INVESTMENT AND YOU HAVE NO EXPECTATION OF PROFIT AS A LICENSEE.**
- (iii) You are acquiring the SBL(s) solely for the right to purchase tickets to Team Games at the Stadium.
- (iv) You are acquiring the SBL(s) for Your own use and not with a view to the distribution, transfer or resale of the SBL(s) to others.
- (v) The rights licensed under this Agreement are rights of personal privilege and do not under any circumstances confer upon You any interest or estate in real property or any leasehold or possessory interest in the Seat(s) or the Stadium.
- (vi) You do not have, by virtue of purchasing the SBL(s), any equity or other ownership in the Authority, the Vikings, the Agent, any other person or entity described in this Agreement, the Stadium, or any of its facilities, nor do You have any rights to dividends or distributions from the aforementioned parties, nor do You have any voting rights of any kind as a result of being a SBL holder.
- (vii) You acknowledge that the transfer of the SBL(s) is restricted and that the SBL(s) is subject to termination under certain conditions, including those described in this Agreement.
- (viii) You have full authority and capacity to enter into and sign this Agreement and to carry out its terms and conditions, and, when signed by You, this Agreement will be a binding obligation of You, enforceable against You in accordance with its terms.
- (ix) Licensee acknowledges that all or a portion of the License Fee(s) will be expended by the Authority, and will not be used for any investment purpose whatsoever (except temporary investment of proceeds pending expenditure by the Authority).

- (x) Licensee acknowledges that none of the Authority, the Vikings, the Agent, or any other person or entity has made any representations, warranties, or covenants other than as set forth in this Agreement, and no such representations, warranties, or covenants shall be implied.
- (xi) Licensee acknowledges that Team Games or other events are not held in the Stadium for any reason, none of the Authority, the Agent, or any other person or entity, including the Vikings, shall have any liability whatsoever, other than the Authority's obligation to refund to Licensee any portion of the License Fee(s) that has been previously paid by Licensee. Licensee acknowledges that it shall be estopped from asserting any such additional liability.
- (xii) Licensee acknowledges that this Agreement is subject to disclosure as a public record.

12. **MISCELLANEOUS**

- (a) **Notices.** All notices, demands and other communications between the parties required or appropriate under this Agreement must be in writing and will be deemed given to: (i) You, if mailed, postage prepaid, to the address You set forth on the first page of this Agreement, or to another address as You may designate to the Agent from time to time, as provided in this **Section 12(a)** of this **Exhibit C**, or if sent by electronic mail in the event You have consented to such method of delivery, and (ii) the Agent (for and on behalf of the Authority), if mailed, by certified or registered mail, postage prepaid, return receipt requested to the address set forth, or to another address as may be designated by the Agent to You, from time to time, in writing. The initial mailing address of the Agent is as follows: **Minnesota Vikings Football, LLC, 9520 Viking Drive, Eden Prairie, Minnesota 55344**, Attention: **Karin Nelsen**, with copies to: **Steven Poppen and Stephen LaCroix** at the same address.
- (b) **Release Upon Assignment.** You acknowledge and agree that upon any assignment of this Agreement by the Authority (other than for the benefit of a secured party solely in connection with a financing and prior to any foreclosure upon the assignee/secured party's interest herein as a result of an uncured default of the Authority thereunder), the Authority will be automatically and fully released from, and the Authority's assignee will be responsible for, all obligations and liabilities of the Authority under this Agreement.
- (c) **Governing Law.** This Agreement will be governed by the internal laws of the state of Minnesota without regard to applicable conflicts of laws provisions and the principles of comity. Any and all disputes under this Agreement shall be venued in the state or federal courts located in the state of Minnesota, County of Hennepin.
- (d) **Binding Effect.** This Agreement, and all the terms and provisions hereof, inure to the benefit of and are binding upon the parties to this Agreement and, subject to the provisions of **Section 2** of this **Exhibit C**, their, as applicable, respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this Agreement will be effective unless it is in writing and signed by both You and the Agent, on behalf of the Authority.
- (e) **Taxes.** You agree to pay all taxes associated with entering into this Agreement and with holding the SBL(s) and the underlying tickets (including, but not limited to, any admissions taxes), whether presently imposed or imposed in the future by any taxing authority.
- (f) **Counterparts and Electronic Delivery.** You and the Agent agree that each may rely upon an electronic copy of this Agreement executed by the other. In that regard, and in order to facilitate execution of this Agreement, this Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Agreement delivered by facsimile or electronic mail transmittal or by other electronic communication will have the effect of an original, executed instrument. All counterparts of this Agreement will collectively constitute a

single instrument; but, in making proof of this Agreement, it will not be necessary to produce or account for more than one counterpart hereof. Each signature page to any counterpart of this Agreement may be detached from the counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Agreement identical thereto except having attached to it additional signature pages.

- (g) **Severability.** If any provision or provisions, or if any portion of any provision or provisions, in this Agreement is or are ultimately determined by a court of law to be in violation of any local, state or federal law, or public policy, and if such court shall declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of the Authority and You that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of the Authority and You under the remainder of this Agreement shall continue in full force and effect, unless the amount of the License Fee or other charges payable hereunder is thereby decreased, in which event the Agent, on behalf of the Authority, may terminate this Agreement.
  
- (h) **Entire Agreement.** This Agreement, including these terms and conditions and the other exhibits attached and incorporated thereto and hereto, contains the entire agreement of the parties with respect to the matters provided for therein and herein, and supersedes any written document or instrument or oral representation, statement, or agreement previously made or entered into by the parties to this Agreement or any SBL plan offered by any of the Vikings, the Agent, the Authority and its or their agents, specifically including, but not limited to, any advertising, visual presentations, marketing materials, brochures, order forms, and surveys distributed (in any form) by any of the Vikings, the Agent, the Authority and its or their agents.