

MINNESOTA TIMBERWOLVES BASKETBALL LP

and

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTIST
AND ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA, AFL-CIO
LOCAL 745**

Table of Contents

ARTICLE 1: Recognition, Jurisdiction, and Application of Agreement.....	1
ARTICLE 2: Union Security	1
ARTICLE 3: Management Rights	2
ARTICLE 4: Grievance and Arbitration.....	3
ARTICLE 5: Hiring and Hiring Practices	4
ARTICLE 6: Probationary Period	6
ARTICLE 7: No Sub-Contracting	6
ARTICLE 8: No Strikes or Lockouts	6
ARTICLE 9: General Provisions	7
ARTICLE 10: Leaves of Absence	7
ARTICLE 11: Discipline and Discharge	7
ARTICLE 12: Stewards.....	7
ARTICLE 13: Access	7
ARTICLE 14: Minimum Conditions.....	8
ARTICLE 15: Holidays	9
ARTICLE 16: Working Out of Classification and Extra Duty.....	9
ARTICLE 17: Training and New Technology	10
ARTICLE 18: Labor-Management Committee	10
ARTICLE 19: Payment of Wages	10
ARTICLE 20: Job Classifications	10
ARTICLE 21: Safety and Health.....	10
ARTICLE 22: Health and Welfare	11
ARTICLE 23: Scope of Agreement.....	11
ARTICLE 24: Separability and Savings.....	11
ARTICLE 25: Duration	12

LABOR AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN Minnesota Timberwolves Basketball LP (“Employer”) and International Alliance of Theatrical Stage Employees, Local 745 (“Union” or “IATSE”).

ARTICLE 1: Recognition, Jurisdiction, and Application of Agreement

- a. The Employer hereby recognizes the IATSE as the exclusive bargaining representative and agent for all regular part-time technicians employed by the Employer as technical production crew members, in the job classifications described below, in connection with closed circuit telecasts displayed on the in-house video system within the Employer’s home arena. This recognition is restricted to the Employer and shall not be deemed to extend to any parent, affiliate or subsidiary corporation of the Employer, or to any operations of the Employer outside of those described herein.
- b. Inclusions: Technical Director, Audio/Tape Operators, Font Operators, Video/Shading Operators (Shader), Replay Operators, Camera Operators (e.g. Hard, Handheld, Robotic, Vixi, stabilized), Graphics Operators (e.g., Xpression Operators), Show Control Operators (LED Operators), Clip Operators, and Utility Operators.
- c. Exclusions: Directors, Engineers, all other employees, full-time employees, office clerical employees, professional employees, and guards and supervisors as defined in the Act.
- d. This Agreement is intended to cover the employment of the employees in the above-described bargaining unit, while employed by and paid by the Employer, to perform work in the above-described roles during Timberwolves and Lynx home games at venues in the Twin Cities.
- e. Listing of the above classifications is not intended to create individual or collective exclusive jurisdictions, staffing requirements or manning requirements. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production.

ARTICLE 2: Union Security

- a. Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, Employer shall notify IATSE of the name, address, social security number, date of hire, classification, dates of employment and gross wages earned by each employee on an ongoing basis. Any employee who is engaged by the Employer within the above-described bargaining unit to work for a cumulative (may be non-consecutive) total of thirty (30) actual game days (either Timberwolves or Lynx) within any two consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership, such amount of dues and initiation fees normally required by that local. Any employee who fails to comply with the above obligations within two weeks after having received an appropriate written notice of delinquency from the Union (with copy to the Employer) shall be

deemed ineligible for future engagements by the Employer. Written notice of such ineligibility shall be given by the Union to the Employer, with a copy to the employee.

- b. The Employer agrees that it will deduct Union dues payments from all wages earned by employees covered by this Agreement. The Union shall notify the Employer of the amount to be withheld from the employee's wages, and will maintain a signed dues deduction authorization form for each employee. The Union will make such authorizations available to the Employer effective with the start date of this Agreement and on an ongoing basis. The Union will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms.
- c. The foregoing obligations are to be interpreted and applied consistent with applicable law. The IATSE shall indemnify and hold harmless against any claims or liability arising from Employer's compliance with any IATSE request to terminate an employee pursuant to section "a" of this Article.

ARTICLE 3: Management Rights

Except as specifically limited by the express language in this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such Employer rights, powers, authority, and functions include, but are by no means limited to, the following which the Union agrees shall not be subject to further bargaining or arbitration:

The right to determine standards of performance; to create new job classifications and eliminate existing job classifications; to assign and delegate work; to subcontract work; to determine the work which employees are qualified to perform; to determine whether and to what extent the work required in the Employer's business shall be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement when necessary to ensure work is performed in a timely and efficient manner; the direction of employees, including but by no means limited to hiring, classifying, selecting and training, and suspending, scheduling, assigning, discharging, disciplining, laying off, recalling, promoting, retiring, demoting, and transferring; to implement, revise, and enforce work rules and other policies including, but not limited to, policies regarding vaccinations; to determine and modify the work schedules for employees and the hours to be worked; to assign overtime; to establish the hours of work (number of hours and starting and end times); to determine the number of employees to be employed; to determine the number of employees needed to staff a particular event; to fill or not fill vacancies; to establish the qualifications for various positions and job assignments; to evaluate employees and to determine the qualifications, aptitude, and/or ability of employees for assignment to, employment in, or promotion to the various positions, job assignments and categories of bargaining unit employees.

The right to establish, change, combine or eliminate shifts, schedules of work and standards; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish, change, or eliminate incentive or bonus compensation; the right

to establish, modify, add or eliminate policies and work rules; the right to make and enforce safety and security rules and rules of conduct.

The right to discontinue (either temporarily or permanently) some or all of the Employer's operations; to transfer or relocate some or all of the Employer's operations; to determine the methods of compliance with federal and state statutes and regulations affecting the Employer's operations; to determine and implement operations of the Employer; to enter into contracts for the furnishing and purchasing of supplies and services; to change, modify, or discontinue existing operating methods and the equipment used; to use specialized equipment from an outside vendor and to hire vendors/subcontractors to operate such equipment; and to determine the products and services offered.

In addition, any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except where specifically modified by the express written provisions of this Agreement. The full and exclusive control, management and operation of its business and its facility is reserved exclusively to the Employer.

ARTICLE 4: Grievance and Arbitration

- a. In the event that the IATSE or the Employer contends that the other party has violated a provision of this Agreement, the following procedures shall be applicable:
 1. Within fifteen (15) business days of the time the employee, Employer or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the appropriate party must give written notice to the other party of the claim.
 2. A representative of the IATSE and a designated representative of the Employer shall, within fifteen (15) business days after service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be reduced to writing and shall be final and binding.
 3. In the event that such controversy or dispute is not settled by the Employer and the IATSE within thirty (30) business days after the written notice given pursuant to paragraph (1) above, or within fifteen (15) business days after the meeting referred to in paragraph (2) above, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing, no later than sixty (60) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.
 4. The parties shall first attempt to agree upon an arbitrator. If such agreement is not reached the arbitrator shall be selected from a list obtained from the Federal Mediation and Conciliation Service with a panel of nine (9) arbitrators from the FMCS Metropolitan Twin Cities area list. The parties will select the neutral arbitrator by alternate striking of names with the Union striking first.

- b. Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.
- c. The arbitrator shall have no power to modify, add to, nullify, ignore, or subtract from the terms of this Agreement, but shall only determine whether the Agreement has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement. The arbitrator shall have no authority to issue a decision on any issue not submitted or raised by the Grievant.

The investigation and processing of grievances by any employee and/or Union representatives as provided in this Article shall take place outside of the scheduled working hours of the employee and Union representatives involved.

- d. The Employer is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement, but shall not be used to add or modify the express terms of the Agreement.
- e. The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.
- f. The grievance and arbitration procedure is to be the sole and exclusive remedy for any claimed breached of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement.
- g. If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn, waived and forfeited and shall not be submitted to arbitration. All time limits are subject to extension, but only by mutual written agreement.

ARTICLE 5: Hiring and Hiring Practices

To assist with hiring the Union will maintain and provide the Employer a Freelance Board Show Referral List and a Freelance Remote Referral List, both made up of qualified individuals, as well as the positions for which each is qualified. Inclusion of an individual on either Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual and has determined that the person is qualified to perform the jobs indicated. The Union will accept to the Freelance Board Show Referral List all qualified employees of the Employer without discrimination of any kind and regardless of Union membership.

The initial Freelance Board Show Referral List shall be comprised of individuals identified by the Employer as those persons currently on the Employer's Hire List as well as any other persons identified by the Employer who have worked for the Employer at Target Center in covered positions in the past 24 months as of the date of execution.

To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment, provided qualifications as determined by the

Employer are acceptable, first to employees currently referred for work by the Union on the Freelance Board Show Referral List, and secondly on the Freelance Remote Referral List, so long as a qualified person is available. The Employer agrees to hire and fire based on equitable criteria. The parties agree that experienced personnel shall staff all events.

If, after review and consideration of persons from both the Show List and the Remote List, the Employer determines that the needs of the organization cannot be met from either list, the Employer is free to hire any employee for any game without regard to the lists and with no obligation to add such employee to any Union referral list.

Irregularities and Exceptions

The Employer may hire any person for one (1) workday without reference to or consideration of any Union Referral List, but such person must be referred to the Union for inclusion on the Referral List if their performance was deemed to be acceptable by the Employer. Such hires are limited to an aggregate of ten (10) days of hire per year.

If a bargaining unit employee has been offered an event to work and the employee confirms such assignment, the employee may not cancel with less than thirty (30) days' notice unless a replacement satisfactory to the Employer has been found. Upon the request of the employee, the Employer shall assist the employee by providing names, email addresses, and phone numbers of other workers that would be acceptable replacements, but it is the responsibility of the employee to find the replacement. Criteria for such "satisfactory replacement" shall consist of an individual:

1. Having previously worked for the client in that position without issue; *and*
2. Confirmation that the replacement employee is available and willing to work.

Employee will give notice of replacement to Employer at the earliest reasonable opportunity. The Employer shall advise the employee as soon as practicable as to whether a potential replacement is satisfactory. If the Employer deems the employee's replacement unsatisfactory, then the employee shall be responsible for the assignment but may continue to seek a satisfactory replacement. Alternatively, the Employer shall have discretion to release the employee from the assignment and utilize any other individual it deems qualified to fill the assignment. If the Employer does not respond to the employee within forty-eight (48) hours, or the end of two (2) business days, of the employee identifying a replacement, then the identified replacement is considered to be suitable and the employee is released. This paragraph shall not apply to cancellations due to medical or other emergencies or unforeseen events covered by Minnesota's Earned Sick and Safe Time law or any other applicable federal or state law or local ordinance that addresses protected time off.

Employees subject to this Agreement hereby agree that they will not accept bookings for which they have or are aware of a previous scheduling conflict. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the employee.

ARTICLE 6: Probationary Period

All new employees shall be considered probationary employees for the first ninety (90) days or eight (8) games of their employment. This probationary period may be extended at the Employer's discretion by any period of leave or vacation time taken by the employee. The Employer shall be the sole judge of performance during the probationary period and the Union recognizes the Employer's right to discipline or terminate an employee any time during the probationary period with or without cause and at its sole discretion. Further, the discipline or termination of an employee during the probationary period shall not be subject to requests for information by the Union concerning the reasons or circumstances with respect to discipline or termination of an employee during the probationary period or matters directly or indirectly related thereto.

ARTICLE 7: No Sub-Contracting

The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement with the intent to diminish or permanently replace the bargaining unit. The Parties understand and agree that nothing in this Article shall interfere with the Employer's right to staff through subcontracting or otherwise if the Employer determines that insufficient qualified freelancers are available in the market, that special skills or equipment are needed and cannot be supplied by the Employer, or under special circumstances such as, but not limited to, the Employer's need to use Owner/Operator equipment.

ARTICLE 8: No Strikes or Lockouts

- a. During the term of this Agreement there shall be no strikes, sympathy strikes, work stoppages, picketing, refusals to cross a picket line, slowdowns, hand-billing, boycotts, intentional interruption of work, mass resignations, mass absenteeism, delays or suspension of work of any nature, or other acts that interfere with the Employer's operations by the Union, its officers, agents or members, or by the employees.
- b. During the term of this Agreement there shall be no lockout of any employees by the Employer as long as there is good faith compliance by the Union and the employees with this article.
- c. The Union agrees that it will make every effort possible to discourage, prevent and end any strike or other activity proscribed above and will inform all employees who participate in such activity that it is their individual responsibility to comply with this Agreement.
- d. Any employees participating in any such activity proscribed herein shall be subject to discipline or discharge. Any discipline imposed pursuant to this Section shall not be the subject of any grievance and shall not be subject to arbitration other than to challenge the facts as to whether the employee participated in activity proscribed herein, and not for the purpose of challenging the discipline if the employee engaged in proscribed conduct. The failure to impose a penalty in any instance is not a waiver of such right as to any other instance, nor is it a precedent.

ARTICLE 9: General Provisions

Non-Discrimination. The Union and the Employer hereby agree that neither will discriminate in any area protected by applicable law on the basis of any status protected by federal, state law or local ordinance as applicable to the Employer and the Union. This provision shall be enforced only as provided for by applicable law.

Drug and Alcohol Testing. The employees in this bargaining unit will be covered by and subject to the Employer's Drug and Alcohol testing policy as may be amended from time to time by the Employer in its sole discretion and in accordance with applicable law.

ARTICLE 10: Leaves of Absence

The Employer will provide eligible employees with any leave required by federal, state, and local law. Any leaves will run concurrently to the greatest extent permissible under law.

ARTICLE 11: Discipline and Discharge

Whenever disciplinary action is taken, the Employer agrees to issue a notice of corrective action to the affected employee and, upon request, to the Union. The Union agrees that the issuance of corrective action is a management decision; however, no employee shall be disciplined or discharged without just cause. Before issuance of a corrective action notice as referred to above, management will offer the employee the right to schedule a meeting. The employee may bring a Union Representative to any investigatory meeting with the Employer that the employee reasonably believes may result in discipline.

ARTICLE 12: Stewards

The Union may appoint one steward for each home game played in the Twin Cities area. No steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of their duties as steward and acting by the authority of the Union, provided they abide by all Employer Policies and Procedures in carrying out their steward functions.

ARTICLE 13: Access

A Union representative will be allowed access to Employer premises to carry out such activities as are specifically provided for in this Agreement. Provided, however, that such access must be requested no less than three (3) business days in advance of the requested visit and only after receiving permission from the Company. Exceptions to this procedure may be allowed in the event of emergency or exigent circumstances. The representative will advise the Employer as to the general nature of the reason(s) for the visit. Such visits will be restricted to bargaining unit working areas, cannot interfere with employees in the performance of their work and must be non-disruptive in nature. The visitor will be escorted to and from these working areas by a member of management.

ARTICLE 14: Minimum Conditions

a. Wages:

- The minimum wage rates, and wage increases, shall be as outlined in “APPENDIX A”.
- All time spent in training shall be paid at the Utility rate of pay, regardless of the employee’s classification. Minimum call provision(s) do not apply to shifts of scheduled training only.

b. Work Day:

A regular work day shall be computed by totaling the number of hours between the time an employee clocks in to work and the time the employee is dismissed by the management representative on site at the end of such work day, including meal periods. Employer shall provide employee forty-eight (48) hours’ notice of their report to work time (“call time”).

c. Minimum Call:

Employees will be guaranteed at least four and one-half (4.5) hours of pay per shift provided the employee reports to work on time as scheduled.

d. Work Week:

The workweek is currently defined as Sunday through Saturday. The workweek may be amended from time to time, not to exceed two (2) times per calendar year, upon a thirty (30) day notification to the Union. If any party wishes to discuss this provision, such meeting will occur within the thirty (30) day notification period.

e. Overtime:

Employees shall receive overtime of time and one-half (1½x) times their regular rate for all work in excess of forty (40) hours in a work week.

f. Pyramiding:

It is specifically understood that there shall be no pyramiding of over-time pay made under any provision of this Agreement.

g. Meal Periods:

Meal periods will be administered in accordance with state and federal law.

h. Rest Periods:

Rest periods for the opportunity to use the nearest available restroom will be administered in accordance with Minnesota law.

i. Cancelled Calls:

If the Employer cancels an assignment of a previously booked employee within twenty-four (24) hours of the time the employee was scheduled to report for the assignment, the Employer shall compensate the employee in an amount equivalent to two (2) hours of pay at the employee's regular rate of pay. If the Employer offers (or finds a third party to offer) the employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are equal to the canceled call. If an assignment or event is canceled for reasons outside of the Employer's control, then the cancelled employee(s) shall be entitled to no compensation for that cancelled assignment and/or event.

j. Parking:

The Employer shall provide parking to bargaining-unit employees, when performing work covered by this Agreement, at no cost in the Hawthorne Ramp or in any other parking facility, as determined by the Employer.

k. Incidental Payments:

The Parties agree to discontinue Court Cash and in lieu thereof, the Employer will make a meal available to employees when scheduled to work, which on game day will generally be the team meal. Meals are not provided on days scheduled for training only.

ARTICLE 15: Holidays

- a. The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: 4th of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Juneteenth, and Memorial Day.
- b. If an employee is engaged by the Employer to work or travel on any of the holidays listed above, the employee will be compensated at the rate of one and one-half (1.5x) times their applicable rate of pay for such hours worked.

ARTICLE 16: Working Out of Classification and Extra Duty

An employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the hours during which the employee performed work in the higher paid classification.

ARTICLE 17: Training and New Technology

The Employer and the Union both agree that it is important for employees to continue to advance their skills and abilities. As new technology emerges the Employer's first priority, to ensure the availability of qualified technicians, will be to train current employees in the new technology.

ARTICLE 18: Labor-Management Committee

A Labor Management Committee shall be established, with an equal number of representatives from each side. The committee shall meet twice per year to discuss issues brought before it. Either party may request additional meetings, which shall be held by mutual agreement. Any member of the committee can submit issues for committee consideration. Employees shall not be compensated for time spent participating in Labor-Management Committee meetings.

ARTICLE 19: Payment of Wages

- a. The Company shall provide on employees' paystubs all information required by local, state, and federal law, and any other information the Employer deems appropriate and within the capabilities of its wage payment software, including information related to any benefits paid or deducted.
- b. Employer shall maintain a regular payroll period and employees shall be paid semi-monthly, assuming employees have performed work during the half of the month corresponding to the pay date.

ARTICLE 20: Job Classifications

- a. Graphics, Show Control and Clip Operators. Graphics, Show Control, and Clip Operators shall receive a minimum call time 30 minutes before venue door opening.
- b. Utility. A dedicated Utility worker shall be assigned to all Baseline Handheld Camera Operators, unless the handheld camera is at a location that does not substantially move during the event.
- c. Bargaining unit personnel shall contact security personnel and/or their manager to address issues related to crowd management/control.

ARTICLE 21: Safety and Health

- a. The Employer recognizes the need to provide employees a safe and healthy working environment. If safety gear is required for an assignment, the Employer shall provide such gear.
- b. The Employer will provide a representative on site that will have knowledge of the requirement for the broadcast and will supervise the crew.

- c. If a possible unsafe situation occurs during an event, the potential problem should immediately be reported to the management representative on site. The management representative will consult with the job steward and shall make any adjustments to hazards that the management representative feels need immediate attention. No employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger.

ARTICLE 22: Health and Welfare

- a. For each day worked by an employee or paid by the Employer, the Employer shall contribute to the IATSE Health and Welfare Plan the following:
 - From October 1, 2025, to September 30, 2026: \$0.00 per day
 - From October 1, 2026, to September 30, 2027: \$10.00 per day
 - From October 1, 2027, to September 30, 2028: \$12.50 per day
- b. Contributions shall be made by check to the “IATSE Health and Welfare Fund” no later than the 10th of each month in respect to all employment during preceding month on which contributions were payable. In conjunction with each such payment, Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their social security numbers, their dates of employment, shifts of employment by them as well as the amount of contributions paid for them.
- c. The Employer further agrees to be bound by the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund as restated September 22, 2005, and as amended, and the Fund’s Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove. In the event that there are inconsistencies between the Declaration of Trust or the Fund’s Statement of Policy and this Collective Bargaining Agreement (“CBA”), the terms of the CBA shall control.
- d. The parties agree that the contributions will be submitted by the Employer to be received by the 10th of the month following the month in which the work was performed.

ARTICLE 23: Scope of Agreement

This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices, or understandings of any kind.

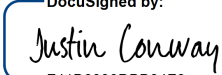
ARTICLE 24: Separability and Savings

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof. All other provisions of the Agreement will remain in full force and effect.

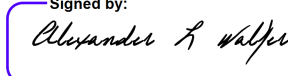
ARTICLE 25: Duration

Except as otherwise herein provided, this Agreement will be in full force and effect from October 1, 2025, through and including September 30, 2028. This Agreement shall remain in full force and effect from year-to-year thereafter, unless either party notifies the other party, in writing, at least ninety (90) days prior to September 30, 2028, or September 30 of any year thereafter of its intention to change, modify, or terminate this Agreement.

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
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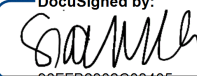
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Justin Conway

5/29/2025
Date

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Alex Walker

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MINNESOTA TIMBERWOLVES BASKETBALL LP

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