

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED INDENTURE OF LEASE**

Between

THE STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT

and

THE UNIVERSITY OF CONNECTICUT

Dated as of May 15, 2023

FIRST AMENDMENT
AMENDED AND RESTATED INDENTURE
OF LEASE

This First Amendment to the Amended and Restated Indenture of Lease (this “**Lease**”) is effective as of June 30, 2023, by and between THE STATE OF CONNECTICUT, acting by and through the Secretary of the Office of Policy and Management, having an office at 450 Capitol Avenue, Hartford, Connecticut 06106-1308 (hereinafter “**Landlord**”), pursuant to the provisions of Sections 4-66 and 32-655 of the Connecticut General Statutes, as revised, and THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education, having an office at 2095 Hillside Road, Storrs, Connecticut 06269-3078 (hereinafter “**Tenant**”), pursuant to the provisions of Sections 10a-104, 10a-108, 10a-109d, 10a-151b, and/or 4b-21 of the Connecticut General Statutes, as revised. Landlord and Tenant are each a “**Party**”, and collectively “**Parties**”.

WITNESSETH THAT:

The following are facts relevant to the execution of this First Amendment to the Lease:

- A. The Parties entered into that certain Indenture of Lease, dated as of August 29, 2003, as amended November 25, 2003 (the “**Original Lease Agreement**”), pursuant to which, among other things, Landlord agreed to lease that portion of Rentschler Field Stadium, together with appurtenant rights to Rentschler Field Stadium parking (“**Stadium Parking Site**”), to Tenant for the presentation of a variety of Tenant athletic events, including, but not limited, home games of UConn’s Division I-A football team (the “**Football Team**”).
- B. Prior to August 28, 2014, the rights and obligations of the Parties are those described in the Original Lease Agreement. On August 28, 2014, the Original Lease Agreement was amended and restated so as to contain all of the terms of this Lease, and this Lease as amended and restated governs all future rights, obligations, duties, and liabilities of the parties.
- C. The Lease was only a modification and restatement of the Original Lease Agreement. It did not serve as a termination of the Original Lease Agreement. As such, the rights and obligations of each of Landlord and Tenant for the period prior to August 28, 2014, are set forth in the Original Lease Agreement. On and after the August 28, 2014, those duties and obligations were modified prospectively in accordance with the terms of this Lease.
- D. Article 21(r) of the Original Lease Agreement provides that the Original Lease Agreement may be modified and altered by a written amendment to the Original Lease Agreement.
- E. The Parties now seek to amend the Lease with a First Amendment as follows:

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained and other valuable consideration, the Parties hereto agree to enter into this First Amendment to the Lease as follows:

1. Section 2 Term is amended to extend the expiration date of the Lease from June 30, 2023 to June 30, 2028.

All other Lease terms and conditions remain the same and unchanged.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant, respectively, have caused this Lease to be duly executed, as of the date first above written, by persons on their behalf hereunto duly authorized.

LANDLORD:

State of Connecticut
Office of Policy & Management
450 Capitol Avenue
MS#55SEC
Hartford, CT 06106-1308

By:  _____

Name: Jeffrey Beckham
Title: Secretary
Per C.G.S. §§ 4-66 and 32-655

TENANT:

University of Connecticut
2095 Hillside Road
Storrs, CT 06269-30781

By: _____
Name: _____
Title: _____

Per C.G.S. §§ 10a-104, 10a-108
10a-109d, 10a-151b, and/or 4b-21

IN WITNESS WHEREOF, Landlord and Tenant, respectively, have caused this Lease to be duly executed, as of the date first above written, by persons on their behalf hereunto duly authorized.

LANDLORD:

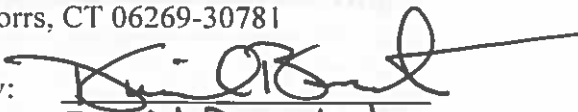
State of Connecticut
Office of Policy & Management
450 Capitol Avenue
MS#55SEC
Hartford, CT 06106-1308

By: _____

Name: Jeffrey Beckham
Title: Secretary
Per C.G.S. §§ 4-66 and 32-655

TENANT:

University of Connecticut
2095 Hillside Road
Storrs, CT 06269-30781

By: 
Name: David Benedict
Title: Director of Athletics

Per C.G.S. §§ 10a-104, 10a-108
10a-109d, 10a-151b, and/or 4b-21