

Execution Version

AMENDED AND RESTATED LEASE AGREEMENT

Between

THE STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT

and

THE UNIVERSITY OF CONNECTICUT

Dated as of

August 28, 2014

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AMENDED AND RESTATED INDENTURE OF LEASE

This Amended and Restated Indenture of Lease (this “**Lease**”) is effective as of August 28, 2014 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**”), 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**”).

WITNESSETH THAT:

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

- A. In a letter to the Governor of the State of Connecticut dated November 10, 1999, United Technologies Corporation (“**UTC**”) proposed to donate 75 acres of property located at Pratt & Whitney Stadium at Rentschler Field in East Hartford, Connecticut in order to enable the State of Connecticut to construct and operate a first-class stadium facility (“**Rentschler Field Stadium**” or the “**Stadium**”) suitable for a variety of events, including University of Connecticut (“**UConn**”) Division I-A college football.
- B. On March 3, 2000, the Governor filed with the General Assembly the Master Development Plan relating to the development of the Adriaen’s Landing project in downtown Hartford and the Stadium in East Hartford, Connecticut.
- C. On May 2, 2000, the General Assembly enacted and the Governor signed Public Act 00-140 an Act Implementing the Master Development Plan for The Adriaen’s Landing Project and the Stadium at Rentschler Field Project, validating the Master Development Plan and authorizing the State to proceed with the acquisition of the sites and the development of a stadium as contemplated by the Master Development Plan.
- D. In a Donation Acceptance and Acquisition Agreement, (the “**Donation Agreement**”) dated as of August 1, 2000, as amended July 16, 2015, and by and between the State and UTC, Landlord accepted and acquired a fee simple interest to seventy-five (75) acres of land from UTC.
- E. In a Supplemental Donation and Acceptance Agreement dated November 15, 2009 by and between the State and UTC, Landlord accepted and acquired a fee simple interest to an additional seventy-three (73) acres of land from UTC.
- F. In a Contribution and Acceptance Agreement, dated as of July 16, 2015 and by and between the State and UTC, Landlord accepted and acquired a fee simple interest to an additional ten (10) acres of land and a temporary parking easement for an additional fifteen (15) acres of land from UTC.
- G. Pursuant to Title 32 Chapter 588z, Section 32-650, et seq. of the Connecticut General Statutes, as revised (“**C.G.S.**”), the State constructed the Stadium Facility on the Stadium Facility Site all of which are hereinafter referred to as Rentschler Field Stadium.

H. Landlord and Tenant 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**”).

I. Pursuant to C.G.S. Sections 32-651(10), 32-655 and 32-656 and Public Act No. 12-147, Landlord, through the Capital Region Development Authority (“**CRDA**”), has engaged and contracted with a stadium facility manager, Spectra Venue Management, formerly known as Global Spectrum, Limited Partnership, a successor to Madison Square Garden CT, LLC under the Original Lease Agreement, (together with any other successors thereto, the “**Manager**”) to provide overall management services with respect to the Stadium.

J. Landlord and Tenant desire to memorialize certain agreements between the parties regarding Tenant’s use of Rentschler Field Stadium and the Stadium Parking Site (collectively, the “**Premises**”) by amending and restating the Original Lease Agreement in its entirety in the manner set forth herein.

K. Prior to the Lease effective date stated herein, the rights and obligations of Landlord and Tenant are those described in the Original Lease Agreement. On the Lease effective date stated herein, the Original Lease Agreement shall be deemed amended and restated so as to contain all of the terms of this Lease, and this Lease as amended and restated shall govern all future rights, obligations, duties, and liabilities of the parties.

L. This Lease is only a modification and restatement of the Original Lease Agreement. It does 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 the effective date of this Lease are set forth in the Original Lease Agreement. On and after the Lease effective date, set forth herein, those duties and obligations are modified prospectively in accordance with the terms of this Lease.

M. 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.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained and other valuable consideration, the parties hereto agree to amend and restate the Original Lease Agreement as follows:

1. LEASE.

Landlord leases to Tenant, and Tenant hires and rents from Landlord, the Premises as provided in Article 3 and Article 4 of this Lease, during those times hereinafter specified during the Term (as defined in Article 2 of this Lease), and subject to the conditions hereinafter set forth, for the presentation and performance of Tenant NCAA Division I-A football games in which the Football Team is the designated “home team” (“**Home Football Games**”) by the Football Team and other Tenant events, as approved by Landlord and Manager (“**Non-Football Events**”, together, with

Home Football Games, “**Tenant Events**”). For purposes of this Lease, “**Non-Football Events**” may include, but not be limited to, NCAA-sanctioned sporting events, other than Home Football Games, in which a Tenant team is a participant (excluding games which, although a Tenant team is a participant, are in the nature of playoff, tournament or championship games as to which a party other than Tenant (e.g. the NCAA or a conference) holds the rights).

2. TERM.

The term of this Lease commenced on August 29, 2003 (the “**Commencement Date**”) and expires on June 30, 2023 (the “**Term**”), subject to re-opening on the first (1st), third (3rd) and sixth (6th) anniversary of the Commencement Date with respect to any and all financial terms of the Lease as more fully described and set forth in Articles 5, 6 and 7. Landlord and Tenant recognize and acknowledge that the Stadium must be financially self-supporting and must be managed and operated so as to avoid any operating deficit, and that, with the exception of limited number of community events, non-Tenant Events (“**Non-Tenant Events**”) will not be booked at the Stadium unless such Non-Tenant Events are projected to return a profit to Landlord. Landlord and Tenant agree to meet as necessary to address any actual or projected operating deficit and to discuss and decide upon appropriate remedial action. If overall Stadium operations result in a cumulative operating deficit, the remedial action set forth in Article 7 involving the cumulative operating deficit fund shall be implemented. For purposes hereof, a “**cumulative operating deficit**” shall exist whenever Landlord reasonably determines at the end of its fiscal year, that actual Stadium operating expenses exceed actual Stadium operating revenues for the same period (including expenses and revenues of Tenant Events and any Non-Tenant Events, as well as base operating expenses), and for this purpose operating expenses shall include up to \$60,000 in each subsequent year during the Term for the purpose of field replacement and other repair or replacement of Stadium facilities or equipment. If funding from such contingencies proves to be inadequate, Landlord and Tenant shall attempt to reach agreement on reasonable and appropriate increases in such funding, including the possibility that Tenant might advance funds for certain repairs and replacement subject to reimbursement by Landlord from monies thereafter available to Landlord for that purpose from Stadium operations or other sources. In addition, Landlord and Tenant agree that the financial terms of this Lease shall be immediately re-opened should any agreement entered into by Tenant not comply with the private activity requirements of the Internal Revenue Code of 1986, as amended (the “**Code**”), including Section 141(b) of the Code. Ancillary revenue agreements of Tenant must be approved by Landlord in advance of execution, to ensure compliance with the Code. All such ancillary agreements of Tenant must detail revenue generated specifically at Rentschler Field Stadium.

Landlord, Tenant and Manager shall meet at regularly scheduled times as mutually agreed upon, to review those charges included in Operating Expenses. As a result of such meetings, Tenant recommendations regarding adjustments to charges representing Operating Expenses shall be duly considered by Landlord and Manager. Landlord and Manager are under no obligation to implement any recommended adjustments that may, in the opinion of Landlord and Manager, adversely affect Manager’s ability to fulfill the requirements, in pertinent part, of the Facilities Management Agreement or adversely impact the Stadium being run as a financially self-supporting facility.

Furthermore, Landlord, Tenant and Manager shall meet annually at mutually agreed upon times

during the period of April 1st to May 15th to discuss the subject of re-opening this Lease.

3. USE.

A. Landlord hereby acknowledges and consents to the following use by Tenant:

1. Football Team. The Premises demised to Tenant by this Lease are to be used by Tenant for the presentation and playing of NCAA Division I-A Home Football Games by the Football Team. For the purpose of payment of Base Rent (as defined in Section B(1) of Article 7) by Tenant, Tenant's Home Football Games shall be deemed to include both UConn and visiting team(s) practice sessions played the day, beginning at 8:00 a.m., immediately preceding the Home Football Game. Tenant agrees that, for each calendar year during the Term, Tenant shall play a minimum of six (6) Home Football Games at Rentschler Field Stadium, subject to any cancellations, and Tenant's related obligations, pursuant to Section A(3) of Article 5.
2. Non-Football Events. Tenant may also use the Premises for the presentation and performance of other Tenant athletic games approved by Landlord, including practice games of the Football Team, that do not constitute a Home Football Game above. Such approval shall consider but not be limited to Rentschler Field Stadium's ability to accommodate the event, security, financial and profitability concerns, weather, estimated gate attendance, other event scheduling and the ultimate financial viability of each event.
3. Public Address System. Tenant shall have the exclusive right, without additional charge, except for the cost of Excluded Personnel (as defined in Section B(5) of Article 6), to use Rentschler Field Stadium's audio public address system during Tenant Events and to stage intermission entertainment or other entertainment and promotions in connection with such Tenant Events, as Tenant deems appropriate. Landlord shall have the right to promote Non-Tenant Events, during Tenant Events; such use shall not exceed twelve (12) video announcements for any single Tenant Event; provided such video monitors are available during such Tenant Event. If such monitors are not available during said event, then Landlord shall not exceed twelve (12) audio announcements for any single event. Tenant shall cooperate with Landlord, in reasonable manner, in coordinating the promotion of such other events.
4. Landlord's Use. Notwithstanding anything in Sections A(1) and (2) of this Article, Landlord expressly reserves the right to use the Premises and shall schedule and make use of the Premises on dates not scheduled for Tenant Events.
5. Parking. Except as provided for in Article 4, Tenant has non-exclusive use, in common with others, of the Stadium Parking Site. Landlord will undertake to assure Tenant's use of parking spaces for Tenant Events at least four (4) hours prior to and two (2) hours after each Tenant Event (or, in the case of Tenant Events commencing on or after 7:00 PM EST, one (1) hour after such Tenant Event), unless Landlord and Manager deem it necessary to alter such times for security and safety concerns, at parking rates decided by Landlord.

4. PREMISES.

A. Upon confirmation by the Manager of the availability of the Rentschler Field Stadium for each Tenant Event, Landlord hereby leases to Tenant, for the Term, those premises and facilities within the Premises as follows:

1. Stadium Facilities. For each Tenant Event, Landlord shall make Rentschler Field Stadium available exclusively to Tenant, in the case of a Home Football Game, for Division I-A college football (or, in the case of a Non-Football Event, prepared pursuant to all terms set forth herein), including all available spectator seating (provided that, depending on attendance levels, certain sections of Stadium facility seating may be closed for certain Tenant Events, as agreed by Tenant and Landlord), in accordance with the seating and stadium site plan attached hereto and marked Exhibit A (the “**Site Plan**,” inclusive of any seats in “**Suites**” or “**Stadium Club**” (as hereinafter defined and as shown in the Site Plan)), and accessory facilities constituting a part thereof, including but not limited to:
 - a. The field playing surface, having dimensions required by the NCAA and being free and clear of any unauthorized equipment;
 - b. Press box, broadcast facilities and press lounge;
 - c. Rentschler Field Stadium area and passageway, excluding administrative and service areas;
 - d. Radio and television broadcast space;
 - e. Separate locker rooms for visiting teams, women players and for game officials;
 - f. Tent plot designated areas;
 - g. Areas for “kiosk” sale of novelties by Tenant; and
 - h. All other facilities and areas of Rentschler Field Stadium which are necessary for the production of Home Football Games (or Non-Football Events, as applicable) and to which the public normally would be given access in the course of a Home Football Game (or Other Tenant Event, as applicable).

Landlord agrees that, except in cases of emergency or as may be required to comply with applicable public health or safety requirements, there shall be no reduction in the number of available spectator seats during the football season and no reduction of available spectator seating below thirty-five thousand (35,000) at any time during the Term. If, in connection with repairs, replacement, renovation or for other good cause, Landlord determines that it is necessary to permanently reduce available spectator seating by more than two percent (2%), but not below thirty-five thousand (35,000), there shall be an immediate reopener of the financial terms of this Lease for the purpose of addressing the financial effects of such reduction.

2. Stadium Playing Field Surface. For purposes of this Lease, Tenant expressly

acknowledges and agrees that Rentschler Field Stadium's field-playing surface, as built, fully complies with all NCAA and/or governing league requirements and that Landlord is not responsible for any enlargements or other material alterations to said surface.

3. Suites. Tenant shall have the right during the Term for Tenant Events to the exclusive use of thirty eight (38) spectator suites, as shown in the Site Plan (the "**Suites**"), together with all rights of ingress, egress and passage through Rentschler Field Stadium, including specifically elevators and access ways, as shown in the Site Plan. Notwithstanding the foregoing, Landlord or the Manager shall provide the Suites with food and beverage service, staffing and related amenities, at prices established by Landlord or Manager, including overhead or profit charged by Landlord as to such food and beverage service and staffing. Tenant or Suite licensees shall also pay a service charge of 18% with an optional gratuity to the extent required by any applicable collective bargaining agreement or by any applicable employment policy or agreement.
4. Parking Facilities. For each Tenant Event, Landlord shall make available and provide to Tenant, at no additional charge:
 - a. Reserved parking areas for team(s), coaching/trainer staff(s), band(s) and cheerleader squad(s) buses, in an amount and at a location to be agreed upon in writing by Landlord and Tenant from time to time.
 - b. Up to 350 complimentary parking spaces at locations agreed upon in writing by Landlord and Tenant from time to time. Such spaces are for the use of Tenant at Tenant's discretion, provided such spaces are not resold. Landlord agrees to notify Tenant in writing of the location of such spaces prior to the start of the first Home Football Game.
 - c. Parking spaces for all season ticket holders for Home Football Games at a 20% discount of the price determined by Landlord and/or Manager as of the time the season tickets were purchased.
 - d. Area space for Tenant to use for fan appreciation festivities. Such location shall be agreed upon in writing by Landlord and Tenant from time to time. Notwithstanding the foregoing, Landlord shall not provide fan appreciation parking that may have a detrimental impact on the Stadium's needs. Expenses incurred by Landlord and/or Manager in the setup and/or takedown of the fan appreciation zone shall be borne fully by Tenant.
5. Permanent Facilities. At all times during the Term, Landlord shall make available to Tenant, exclusively, the following areas (collectively, the "**Tenant's Exclusive Use Areas**"):
 - a. The Football Team Dressing Room, including, without limitation, the Football Team locker rooms, showers, toilets, coach's office, trainer's room, equipment storage room and all other rooms utilized for coaches and trainers.
 - b. Storage space within the Football Team training room for the purpose or storage of

miscellaneous property in connection with a Home Football Game.

- c. Except in case of an emergency or for necessary maintenance, Landlord agrees that neither Landlord nor Manager shall have access to Tenant and/or visiting team's locker areas for the period beginning at 8:00 a.m. on the day immediately preceding a Tenant Event and ending two (2) hours after the conclusion of event activities, without the express consent of Tenant. Landlord shall install the necessary hardware to the door and doorframe/wall to provide secure access of such locker areas by Tenant, visiting teams and each of their authorized representatives during the period beginning at 8:00 a.m. on the day immediately preceding the Tenant Event and ending two (2) hours after the conclusion of event activities, and at such other times as Manager and Tenant may mutually consent to from time to time.
- d. Upon request of Landlord, Tenant shall make available the use of all locker rooms during times other than those scheduled for Tenant Events for the use of Non-Tenant Events if needed for the purpose of such Non-Tenant Events.

6. Rights Appurtenant to the Premises.

- a. Incident to the Premises demised by this Lease, and Tenant's use thereof, Landlord agrees that Tenant, its officers, employees and agents, shall have reasonable access to Rentschler Field Stadium, to be provided by Landlord or Manager upon reasonable notification by Tenant and subject to the availability of the Premises. Such access shall not conflict with Non-Tenant Events at the Stadium.
- b. Tenant may permit access to the Premises during practice sessions by accredited representatives of the news media not to exceed the occupancy capacity of the tower.
- c. In all events, personnel handling the Football Team or visiting teams' equipment shall be provided access at mutually agreed upon times and at times of Home Football Games and Tenant's practice sessions, however, Tenant shall be charged for all associated expenses in accessing the Stadium Tower if accessed.

Without limiting the generality of the preceding provisions, Tenant, its officers, employees, contractors, licensees, ticket-holders and invitees, shall have the further appurtenant rights, as follows:

- 1. Non-exclusive use, in common with others entitled thereto, of the lobbies, hallways, stairways and elevators of the Stadium facility; and
- 2. Having expressly reserved the space within Rentschler Field Stadium used as physical concession facilities for the sale of food and beverages, Landlord agrees to provide, or cause to be provided, food, drink and refreshment from concession booths and other facilities within Rentschler Field Stadium and by itinerant Stadium concession vendors moving among spectators, on the day of each Tenant Event. Landlord agrees that none of the concession facilities will adversely interfere with the seating of

spectators or the view of spectators and that concession vendors moving among spectators will not unreasonably interfere with seating and views of spectators.

B. Expressly excluded, however, from the Premises are all of the following:

1. The space within Rentschler Field Stadium used as physical concession facilities for the sale of food and beverages;
2. All kitchens, closets, rooms and other areas appurtenant thereto and/or used in connection therewith so long as same are not inconsistent with the provisions of Article 2 in a manner which would inhibit Tenant's access to the Premises; and
3. All Administrative and passageway areas of the Stadium facility.

5. SCHEDULING OF TENANT EVENTS.

A. Home Football Games.

1. Subject to future governing conference scheduling guidelines and any future mutual modifications of the parties to this Lease, Landlord agrees to reserve the use of the Premises for every day from the Thursday immediately before Labor Day to the second Saturday immediately following Thanksgiving of each year for the exclusive use of Tenant.
2. For the purpose of releasing dates being held for the use of Home Football Games in accordance with Section A(1) of this Article, Tenant agrees to notify Landlord as soon as reasonably possible but not later than March 1st of each year those dates that will be required for Home Football Games and Tenant agrees to release all other unused dates to Landlord.
3. In the event any scheduled Home Football Game is cancelled or postponed by Tenant or any official of the NCAA or other applicable leagues for any reason whatsoever, including, without limitation, strikes and inclement weather, Landlord shall provide another date in substitution therefore, as requested by Tenant, in order to permit the rescheduling of the Home Football Game. Tenant recognizes that any rescheduling of a cancelled or postponed Home Football Game is subject to the availability of Rentschler Field Stadium respecting then scheduled events. If any scheduled Home Football Game is cancelled or postponed and not rescheduled for another date at Rentschler Field Stadium, Tenant shall reimburse Landlord for its necessary and reasonable Day of Game Expenses actually incurred by Landlord for such cancelled or postponed Home Football Game, Landlord agreeing to exercise all reasonable efforts to avoid, minimize and mitigate such Day of Game Expenses. In no event, however, shall Tenant be obligated to reimburse Landlord any Day of Game Expenses where the cancellation or postponement of a regularly scheduled Home Football Game results from a cause which can be demonstrated to be reasonably within Landlord's control (unless such control shall have been delegated to Manager or to Tenant or other affiliate of Tenant) or as the result of circumstances where Rentschler Field Stadium is

unavailable to Tenant by reason of fire, casualty or other similar events or conditions beyond Landlord's control.

B. Non-Football Events.

1. Tenant shall not be given any preference and/or priority for the scheduling of Non-Football Events and Tenant shall go through the Manager to schedule all Non-Football Events.
2. Tenant shall not advertise any Tenant Event, other than Home Football Games scheduled in accordance with this Article, until Tenant has received confirmation of the date and the facility's availability from the Manager.

6. **SALES OF TICKETS, SUITES AND STADIUM CLUB SEATING AND EVENT SETTLEMENT.**

A. Sale of Tickets.

1. Tenant Events.

- a. Except as otherwise contained herein, Tenant has the exclusive right to sell tickets for general admission, Suites, stadium club seats, as shown in the Site Plan (the "**Stadium Club**"), and tent plots in areas designated by Landlord and/or its Manager for Tenant Events. Tenant shall have the exclusive right to determine the prices for such tickets, if any, it being expressly acknowledged and agreed to that Tenant may issue as many non-paid (complimentary) tickets to a Tenant Event as it deems reasonable and appropriate for such Tenant Event.
- b. Tenant may enter into an agreement, subject to Landlord approval, with Manager to sell tickets, including tickets associated with Stadium Club seats and Suites at an agreed upon price and an agreed upon marketing and planning strategy.
- c. Tenant is responsible for collecting and paying to the State of Connecticut, all taxes and surcharges which may be due to Landlord for those tickets sold by Tenant for Tenant Events.
- d. Landlord agrees not to permit free admission for any spectator to any Home Football Games or issue any "passes" without Tenant's prior written approval except that Landlord may admit such persons as may be providing services to Landlord in connection with such Tenant Events (so long as such persons shall not occupy seats within Rentschler Field Stadium).
- e. Tenant may at any time employ any third-party ticketing service to sell and/or account for the sale of tickets, all costs and expenses incurred in the employment of such service shall be paid by the ticket purchaser, except that Tenant shall pay all credit card administration and/or printing fees.
- f. Notwithstanding anything in this Article, Tenant expressly provides the following:

- i. Tenant shall provide Manager with 24 bleacher tickets to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such tickets shall be for stadium-related business purposes.
- ii. Tenant shall provide Manager with 8 Stadium Club seats to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such Stadium Club seats shall be for stadium related business purposes.
- iii. Tenant shall provide Manager with 16 outdoor chairback seats to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such outdoor chairback seats shall be for stadium related business purposes.
- iv. Landlord shall cause its Manager to provide Tenant with work orders for all work to be performed in each individual licensee's Suite. Landlord shall bill Tenant for all such work and Tenant shall bear the full responsibility for collecting all related expenses from its individual Suite licensee and Tenant shall be fully responsible for reimbursing Landlord for such work.

2. Non-Tenant Events.

- a. As of August 1 of each year, Tenant shall provide Landlord with a list, by suite number, of those Suites that have been sold for Tenant Events and contact information for each licensee. For any and all Non-Tenant Events (e.g. all events sponsored by Landlord), Tenant may include in license agreements for Suites, to a maximum of thirty two (32) Suite holders, a right of first refusal to purchase a Suite for any Non-Tenant Event at the prevailing rates established by Landlord or its Manager. Such right of first refusal notification shall expire in ten (10) business days after notification, but in no case less than five (5) business days before the Non-Tenant Event. At such time, Landlord or Manager may sell all remaining inventory.
- b. Notwithstanding anything in this Article to the contrary, Landlord or its designee shall be responsible for printing and selling all tickets for all Non-Tenant Events.

B. Event Settlement.

1. Landlord and Tenant agree that expense reconciliation for Tenant Events shall be predominantly conducted as an "**Event Settlement**," described below, within ten (10) business days following each Tenant Event; payment shall be made within five (5) days following delivery of each Event Settlement.
2. Landlord and Tenant shall keep accurate and proper records of all transactions in connection with the sale of tickets and with all other receipts arising out of and resulting from this Lease. All such books and records shall be subject to inspection by Landlord and/or Tenant during all regular business hours on reasonable notice. All such books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP). Tenant shall not dispose of any books or records relating thereto for a period of seven (7) years (or such longer period as may be required by applicable

law) except upon receipt of the written approval of Landlord.

3. All cash receipts and cash proceeds received by Landlord from sales of tickets, including any ticket surcharges shall be deposited by Landlord or Manager immediately in a designated “Box Office Account”, as maintained by Landlord, Manager and/or their authorized representatives.
4. Within ten (10) business days following a Tenant Event, Landlord or Manager shall provide Tenant with an Event Settlement that will identify the net payment due Landlord from Tenant or Tenant from Landlord. Such settlement shall identify separately the following:
 - a. For Home Football Games:
 - i. Base Rent
 - ii. Incremental Operating Expenses (as defined in Section B(1) of Article 7)
 - iii. # of tickets sold, \$/ticket, total ticket revenue
 - iv. Surcharge per ticket (\$3.00), # of tickets, total surcharge revenue
 - b. For Non-Football Events:
 - i. Operating Expenses (as defined in Section B(5) of this Article)

Within five (5) days of receipt and acceptance of said Event Settlement, Landlord or Tenant or Manager on behalf of Landlord, as the case may be, shall make payment of the net amount due.

5. Operating Expenses, where applicable, include the following:
 - a. All salaries and wages (including overtime) for Manager’s administrative and operating personnel who perform necessary services at Rentschler Field Stadium in connection with the particular Tenant Event, including, but not limited to, ticket sellers, ticket takers, ushers, matrons, porters, special police and security personnel, press box personnel, public address operators, attendants, doormen, exit men, first aid attendant, on-the-job supervisors, private security personnel specially and necessarily assigned to handle and control the crowd attracted to Rentschler Field Stadium because of the Tenant Event, and Box Office personnel. The following personnel and related expenses are excluded (“**Excluded Personnel**”): employees of UConn Division of Athletics who have responsibilities associated with the football team, coaches, trainers, doctors, Football Team medical staff, NCAA referees, and security for same as set forth in Article 11, public address announcers, timers, scorekeepers, and the scoreboard operator whose function is to register the game score, statistics, and run the game and/or play clock on Rentschler Field Stadium scoreboard during a Home Football Game, statisticians, and any incremental costs for the operation of the public address system during the Tenant Events, any television broadcast production crew, the singer of the National

anthem(s), all entertainment, and other persons directly involved in the conduct of Tenant Events shall be provided by Tenant at Tenant's expense.

- b. Premiums for public liability insurance except as otherwise provided by the parties;
- c. Maintenance and service;
- d. Heat, light, water and other power;
- e. Operation and maintenance of all equipment, machinery, scoreboards, message boards, lighting and provision of radio and television broadcast hook-up facilities for broadcasts arranged by Tenant for Tenant Events;
- f. All payments and benefits under Union Agreements for employees for whom Landlord is responsible pursuant to this Article;
- g. Pre-game and after-game cleaning of the Premises;
- h. Payroll taxes and premiums for workers compensation insurance and other insurance for employees for whom Landlord is responsible;
- i. Disposal of refuse collected in cleaning the Premises after Tenant's game; and
- j. Operation and maintenance of video scoreboard.

All expenses incurred by Landlord in connection with Tenant Events shall be adjusted per prevailing adjusted market rates and shall be subject to reopening by Landlord pursuant to Article 2.

Landlord, Tenant and Manager shall meet at times as mutually agreed upon, to review those charges included in Operating Expenses. As a result of such meetings, Tenant recommendations regarding adjustments to charges representing Operating Expenses shall be duly considered by Landlord and Manager. Landlord and Manager are under no obligation to implement any recommended adjustments that may, in the opinion of Landlord and Manager, adversely affect Manager's ability to fulfill, in pertinent part, the requirements of the Facilities Management Agreement or adversely impact the Stadium being run as a financially self-supporting facility.

7. RENT, OTHER CHARGES AND REVENUE ALLOCATIONS.

A. Rent and Other Charges. All payments due Landlord by Tenant or due Tenant by Landlord will be paid following an Event Settlement in accordance with Article 6. Such Event Settlement shall take place within ten (10) business days following each Tenant Event and processing of payment by either party shall occur within five (5) days of Event Settlement.

B. Rent Description.

1. Home Football Games. Subject to the provisions of this Section, for the use of the Premises during the Term, Tenant shall pay, for each Home Football Game, "Base

Rent” of \$170,000 per Home Football Game presented and performed at the Premises, and any Incremental Operating Expenses that may be charged to Tenant. Beginning July 1, 2015, for each year of the Term, the Base Rent shall be adjusted to an amount equal to the Base Rent for the immediately preceding calendar year, plus Five Hundred Dollars (\$500) per Home Football Game presented and performed at the Premises. **“Incremental Operating Expenses”** are charges that are in addition to the Operating Expenses which are reasonably and ordinarily expected to be incurred in hosting a Home Football Game and are incurred (i) pursuant to a specific request of Tenant, including union jurisdiction expenses, or (ii) are incurred by Landlord in its reasonable discretion to address emergency or other extraordinary circumstances, provided that in the case of clause (ii), Landlord shall make a reasonable effort to give advance notice to, and obtain the reasonable approval of, Tenant for such emergency or extraordinary expenses. If Tenant does not give its approval and Landlord nevertheless determines that such emergency or extraordinary expenses are necessary in order to protect the Stadium, the playing field or public health or safety, Landlord is authorized to incur such expenses and the parties agree to negotiate and agree in good faith on a proper allocation of such expenses between Landlord and Tenant consistent with their respective responsibilities under this Lease. In the event that there are Incremental Operating Expenses, Manager shall provide a pre-event estimate to Tenant identifying anticipated Incremental Operating Expenses known at the time.

2. Non-Football Events. For the use of the facilities for Non-Football Events, Tenant agrees to pay Landlord’s actual Operating Expenses for such Non-Football Event, plus 15%.
3. Ticket Surcharge. For each ticket sold for Tenant Events during the Term, Tenant shall collect and pay a surcharge to Landlord at a rate of \$3.00 per ticket (**“Ticket Surcharge”**); provided, however, that no Ticket Surcharge is required to be collected and paid for any non-paid (complimentary) ticket issued by Tenant to a Tenant Event.
4. Cumulative Operating Deficit Fund. Tenant agrees to establish a Stadium dedicated reserve account of Two Hundred Fifty Thousand Dollars (\$250,000) during each year of this Lease to be referenced as the “Cumulative Operating Deficit Fund.” In the event of an occurrence, during the Term, of a cumulative operating deficit determined at the end of Landlord’s fiscal year, Tenant shall pay Landlord, from the Cumulative Operating Deficit Fund, an amount equal to the cumulative operating deficit for such fiscal year, up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000). Tenant shall transmit payment by electronic transfer to Stadium’s general operating bank account within twenty (20) calendar days of receipt of written notice by Landlord of such cumulative operating deficit. Landlord shall include in such written notice the electronic routing numbers and instructions for such transfer. In the event of such payment, Tenant shall restore the Cumulative Operating Deficit Fund to Two Hundred Fifty Thousand Dollars (\$250,000) as soon as is reasonable, but not later than the first Tenant Event of the subsequent fiscal year.
5. Manager Emergency Expenses. The Manager reserves the right to incur additional expenses of an emergency nature, which shall be treated as Incremental Operating

Expenses to the extent provided in Section B(1) of Article 7.

C. Revenue Allocations.

1. Landlord Revenue. Landlord and Tenant agree that Landlord has exclusive right to the following revenue:
 - a. Revenue from all concession food and beverage at all events, including Stadium Club, Suite, catered, luxury and tent event catering;
 - b. Revenue from parking for all events and rental fees or revenue;
 - c. Revenue from the sale of Suites “sold” for Non-Tenant Events;
 - d. Revenue from the Ticket Surcharge for all sold tickets for all Tenant Events as provided in Section B(3) of Article 7;
 - e. Revenue from ticket sales and ticket surcharges for Non-Tenant Events;
 - f. Revenue from temporary advertising and program sales for Non-Tenant Events;
 - g. Revenue from all novelty sales at Non-Tenant Events;
 - h. All broadcast revenues at Non-Tenant Events; and
 - i. All other revenue as not described herein as belonging to Tenant;
2. Tenant Revenue. Landlord and Tenant agree that Tenant has exclusive right to the following revenue:
 - a. Revenue from ticket sales from Tenant Events, except that portion of the ticket price representing the ticket surcharge and the admission tax that shall belong to Landlord;
 - b. Revenue from “sale” of Suites for Tenant Events;
 - c. Revenue from “sale” of plot space for tents within the Stadium Parking Site for Tenant Events;
 - d. Revenue from permanent advertisement signage in accordance with Article 8;
 - e. Revenue from Novelty and Program Sales for Tenant Events, with Tenant bearing the responsibility and expenses related to selling all novelty items, set-up, maintenance or removal of temporary “kiosks” in this regard that are incurred by Landlord or Manager; and
 - f. Broadcast revenues for Tenant Events, with Tenant bearing the responsibility and expenses related to production and transmission.

3. Notwithstanding anything contained herein to the contrary, Tenant and Landlord agree that:
 - a. The right to sell advertising on the back of tickets for Tenant Events and Non-Tenant Events belongs to the entity printing the ticket; furthermore, the revenue from said sale of ticket back advertising belongs to the party printing the ticket.
 - b. Tenant shall bear no financial or other economic risk with respect to losses resulting from Non-Tenant Events, except such losses shall be offset against profits from Non-Tenant Events for the purpose of determining any “cumulative operating deficit” under Article 2.
 - c. Landlord shall work with Tenant and Manager on an as-needed basis to review Stadium operations, revenues, expenses and financial payment. Tenant may provide input only regarding these subjects.

8. SIGNAGE, ADVERTISEMENTS, MARKETING.

A. Tenant has the right to sell permanent advertising on the scoreboard and on the inside of Rentschler Field Stadium, excluding the Tower building. Tenant may request that Manager install said advertising for cost mutually agreed upon by Tenant and Manager.

B. Tenant shall receive approval from Landlord prior to entering into any agreement for signage to be placed on Rentschler Field Stadium. Landlord’s approval of signage shall not be unreasonably withheld and shall be based on the following:

1. That said signage is not contrary to any agreements Landlord may have with United Technologies and/or Pratt and Whitney Aircraft.
2. That said signage complies with the private activity requirements of the IRS.
3. Review of signage location, aesthetic and public safety concerns.
4. That no adverse financial or operational impact on the stadium is incurred by Landlord as a result of the sponsorship requirements associated with such signage agreement.

C. Tenant is responsible for the expenses related to the installing, maintenance and removal of all signage sold by Tenant. All installation, maintenance and removal of signage shall be performed through and with approval of Manager and/or Landlord and billed by Manager directly to Tenant.

D. Landlord retains the right to use of the two scoreboards before and after Tenant Events, between quarters and during halftime of Tenant Events having quarters and/or halftimes. Use of the two scoreboards shall be limited to promoting upcoming events, concession sales, catering opportunities and to provide general stadium and event information and shall not exceed twelve (12) announcements at any single event.

E. Tenant is responsible for the rental of any ancillary equipment needed in connection with

the operation of the video board, including all production expenses, video truck, etc.

F. Should Tenant allow radio or television coverage including, but not limited to, network, cable, pay television, or any other type of video broadcasting, or filming, recording or video taping of any Tenant Event, Tenant shall have sole responsibility for any expenses and license fees associated with such activities. Tenant is solely responsible for obtaining permission from performers, promoters, organizations or their appropriate representatives in a position of responsibility to claims which may result from these activities.

G. Tenant expressly agrees to adhere to all laws and licensing requirements, including, inter alia, all ASCAP, BMI and SESAC music licensing requirements, and, upon Landlord's reasonable request, will provide evidence of such compliance to Landlord.

H. Landlord agrees to allow Tenant to mount a Husky Logo on the exterior of the large scoreboard, facing the parking area and on the exterior of the Tower, facing the parking area. All costs for purchase, mounting, maintenance and dismounting shall be borne by Tenant.

I. Landlord retains the right to allow Manager's concessionaire the ability to market product through the use of product displays and signs within the reasonably immediate proximity to the area of sale.

J. Tenant shall provide Landlord, by August 1st of each calendar year during the Term, a schematic of all locations within the Stadium facility for which Tenant has agreements for permanent signage. Such schematic shall be updated by Tenant and provided to Landlord when any additional permanent signage is sold.

K. Landlord retains the right to cover any advertising sold by Tenant for Non-Tenant Events, as such may be required in order to secure sponsorship of Non-Tenant Events.

L. Landlord retains the right to sell non-permanent advertising for Non-Tenant Events.

9. POWERS RESERVED TO LANDLORD.

In addition to the other powers, rights and privileges, including approval rights, given or reserved to Landlord elsewhere in this Lease, Landlord reserves to itself the exclusive authority for the following matters:

- A. Use of the Catering & Concessions ("C&C") Facilities for C&C Operations;
- B. Approval of the selection and retention of the Parking Manager as needed;
- C. Approval and authority over the booking of Community Events;
- D. Approval of the use of all promotional and business equipment used during Tenant Events, other than equipment directly used by Tenant's athletic teams;
- E. Lease, license or similar agreements for use of portions of the Premises that do not impact the playing field or the operations or purposes of Tenant Events (e.g., cellular telephone towers,

etc.);

F. Sale or license of broadcasting and internet rights for Non-Tenant Events and the operation of, and licensing others to operate, video games and other games of entertainment value;

G. Establishment of ticket surcharges for Non-Tenant Events;

H. Disapproval of specific Non-Football Events or types of Non-Football Events if such event is not consistent with the Booking Policy;

I. Approval of the license terms and content of any signage and advertising displayed at the Premises;

J. Rights of entry and alteration to the Stadium;

K. Rights with respect to naming rights pursuant to Article 12;

L. Control over the Stadium Facility Enterprise Fund, as defined in C.G.S. Section 32-651(16), and the Stadium Facility Capital Replacement Account, as defined in C.G.S. Section 32-657;

M. Capital expenditures;

N. Such other rights, powers and privileges not expressly granted to Tenant;

O. Manager approval of all promotional giveaway items and the manner of distribution is expressly required;

P. Landlord shall review, with Tenant's input, all security and tailgate policies at regularly scheduled times as mutually agreed upon; and

Q. Right to establish all pricing for the Suite and Stadium Club seat tickets for Non-Tenant Events.

10. ADDITIONAL OBLIGATIONS OF LANDLORD.

A. Landlord shall retain a stadium operations manager for the day-to-day operations of the Premises.

B. Landlord shall cause to keep the Premises, Rentschler Field Stadium and its spectator areas, seats, Tenant's Exclusive Use Area, and all other equipment and places in a first-class state of condition and repair and will operate, clean and maintain the Premises in a neat, orderly condition and shall furnish and provide all labor, services, supplies and equipment necessary therefore.

C. Except as provided in Article 11, Landlord agrees to bear and be fully responsible for the cost of providing, maintaining, repairing and replacing the field playing surface, in a condition suitable for the playing of a college football game in accordance with the standards of the NCAA and/or other controlling governing league authority. Landlord shall not hold Tenant

responsible for damage to the playing field surface of the Stadium for Non-Tenant Events.

D. Landlord shall maintain Rentschler Field Stadium complete with football field goal posts, field goal ball nets, play clocks, scoreboard in conformity with standards and requirements of the NCAA or governing body, a large American flag, a large Connecticut flag, a large Tenant flag (Tenant Events only) subject to the mutual agreement of Landlord and Tenant, all of which shall be available for use by Tenant for all Tenant Events. Landlord also shall provide adequate facilities for dressing rooms, illumination of Rentschler Field Stadium sufficient for color television broadcasting, as necessary, heating, air conditioning, public address system, press box facilities, hook-up facilities convenient and serviceable for radio and television (including cable) broadcasting, and first aid facilities and services, except first aid services for the Football Team and opponent football team(s) are excluded. Landlord will provide at the expense of Tenant requested sports equipment and field work for Non-Football Events.

E. Except as stated otherwise elsewhere in this Lease, Landlord shall provide personnel for all administrative matters relating to each Tenant Event, by which is meant, without limitation, the furnishing of ushers, ticket sellers at the entrance to Rentschler Field Stadium, ticket takers, after-game clean-up personnel (and equipment), police and other security personnel in numbers sufficient to operate Rentschler Field Stadium for the performance of a Tenant Event and to ensure the orderly and safe accommodation, direction and control of persons to or from their seats in Rentschler Field Stadium and further reasonably to ensure the safety, to the maximum degree reasonably possible, of all persons who attend each Tenant Event.

F. Landlord shall be responsible for mowing the field and preparing the football field by applying the field yard markings in accordance with NCAA standards.

G. In fulfilling Landlord's repair and maintenance obligations respecting the Premises, or in the event that Landlord undertakes a program for renovation and rehabilitation of the Rentschler Field Stadium, or otherwise adds to or alters Rentschler Field Stadium (herein referred to collectively as the "**Improvements**"), all work undertaken in respect of the Improvements will be done in such a manner so as not to unreasonably interfere with Tenant's use of the Premises covered by this Lease.

H. Landlord, in consultation with Tenant, shall not schedule any events at the Premises that will likely, in the opinion of Landlord or Landlord's consultant with expertise in playing turf management, jeopardize the condition of the playing field for Home Football Games.

11. ADDITIONAL TENANT REQUIREMENTS AND RESPONSIBILITIES.

A. Tenant is expressly required to work and deal with the Manager or its successor as Landlord's contract administrator for all matters, payments and/or events associated with this Lease. Tenant is required to adhere to the exclusive arrangement Landlord and Manager have entered into with a Concessionaire for providing concessions and catering services at Rentschler Field Stadium. Tenant has no right to provide food or beverage in any areas of the Premises, excluding sideline energy drinks and food provided during an athletic event by Tenant's staff to each team's players, cheerleaders, band members and to the student staff of the respective team's athletic departments.

B. Tenant shall require that all licenses for the use of Stadium Club seats, Suites and/or signage abide by all covenants and restrictions regarding use and marketing of the Premises for Tenant Events, as contained in the Donation Agreement.

C. Tenant is responsible for all expenses related to the repair or replacement of the Rentschler Field Stadium facilities, including the playing field, resulting from damage by Tenant staff, students, players, opposing teams and ticket holders, excluding ordinary wear and tear of the field caused in the normal course of any Tenant Event.

D. Tenant is responsible for providing, at its own expense, security for Tenant staff and players, referees, visiting team players and coaches, and others customarily protected by Tenant security forces and any Tenant police.

E. Tenant shall identify an individual, prior to each Tenant Event, for the purpose of liaison between Manager and ticket holders having access to the Tower building and as liaison between Manager and Tenant staff that may be performing duties at the Premises during Tenant Events. Tenant shall provide, with Landlord and/or Manager's input, at its expense, a mutually agreed upon number of Tenant personnel at all Tenant Events at the "A" and "B" entrances of the Stadium Tower to adequately service Suite and Stadium Club ticket holders, media or all team(s) personnel.

F. If required by Manager, Tenant shall also provide, at its expense, additional Tenant police within the student section and/or any other location mutually agreed upon, to monitor student activities.

G. Tenant has the right to place graphics on the playing field, in accordance with NCAA and conference requirements. Tenant shall provide to Manager a stencil of the desired graphic at a time provided by Manager. Tenant is responsible for the cost associated with same.

12. NAMING RIGHTS.

As between Landlord and Tenant, Landlord reserves to itself exclusively all rights with respect to the Stadium naming rights. Tenant acknowledges and agrees that, pursuant to the Implementing Legislation and the Donation Agreement, Rentschler Field Stadium is to be referred to as "Pratt & Whitney Stadium at Rentschler Field". Tenant agrees in connection with the Stadium operations to comply with, and cause no breach by Landlord with respect to, the provisions of Section 10.01 and 10.02 of the Donation Agreement with respect to naming rights and advertising at the Stadium.

Landlord and Tenant agree to negotiate a revenue sharing arrangement for the sale of naming rights for discreet components of the facility, or the facility itself, should that right become available. Any naming rights agreements must be in compliance with P. A. 00-140, the Donation Agreement and IRS private activity restrictions contained in the Code, including Section 141(b) of the Code.

13. INSURANCE AND INDEMNIFICATION.

A. Tenant shall obtain and maintain event liability insurance for all fans, spectators and invitees for Tenant Events. Tenant shall obtain and maintain and cause any Tenant vendors to obtain and maintain comprehensive general liability and property damage insurance, workers

compensation and adequate comprehensive vehicle liability insurance as may be required and provided by the State's Insurance Risk Manager.

B. Tenant shall be responsible for paying its share of the Stadium master insurance policy obtained by the State as follows:

$$\frac{\text{Projected Tenant Event Attendance}}{\text{Projected Total Attendance}} \times \text{Annual Cost of Premium} = \text{Tenant Share}$$

C.

C. Tenant shall require all promotional activities to meet the insurance requirements of the State's Insurance Risk Manager.

D. Tenant may be required to provide proof of insurance coverage, in an amount equal to the State's insurance deductible for State insurance.

14. TAXES.

Landlord and Tenant acknowledge that:

A. Ticket sales for Tenant Events at the Stadium will be subject to admissions taxes pursuant to C.G.S. Section 12-541, except to the extent that an exemption may be available thereunder for particular Tenant Event;

B. Events at the Stadium held for the benefit of tax-exempt entities, including Tenant, are not entitled to the admissions tax exemptions otherwise available for such events under subdivisions (3) and (4) of subsection (a) of C.G.S. Section 12-541; and

C. The sale of parking and other goods and services at Rentschler Field Stadium shall be subject to applicable sales and use taxes. For revenue collected from the sale of tickets, Tenant shall collect such admissions and sales taxes, and shall remit such taxes to the proper taxing authorities as required by law. Tenant shall be responsible for any failure to collect and/or remit applicable taxes as required by this Section.

15. COMPLIANCE WITH LAWS.

A. Throughout the Term, Landlord shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions and boards and officers thereof which are now or hereafter applicable to Rentschler Field Stadium, and the Premises or to the use or manner of use of Rentschler Field Stadium or the Premises (herein, the "**Legal Requirements**").

B. Throughout the Term, Tenant shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions and boards and officers thereof which are now or hereafter applicable to the Premises and Rentschler Field Stadium or to the use or manner of use of the Premises or

Rentschler Field Stadium, provided, however, that Tenant shall not be required to make any alterations or improvements to the Premises or Rentschler Field Stadium to comply with the Legal Requirements, it being the intent of the parties that the full cost and expense of compliance with the Legal Requirements shall be borne by Landlord.

16. BONDING COMPLIANCE.

A. Tenant acknowledges that the Stadium is financed in part with the proceeds of tax-exempt bonds, and Landlord and Tenant agree that it is their intent that this Lease satisfy the conditions of Internal Revenue Service Rev. Proc. 97-13 so that such proceeds will not be treated as used in a private business under Code Section 141(b). All provisions of this Lease shall be interpreted so as to give effect to such intent of the parties, and, if nationally recognized bond counsel to Landlord at any time determines that an amendment to this Lease is necessary in order to satisfy the conditions of Rev. Proc. 97-13, Landlord and Tenant agree promptly to negotiate in good faith and enter into such amendment, provided, however, that Tenant shall not be required to enter into any such amendment if it would materially and adversely affect the benefits and burdens of Tenant hereunder. If such an amendment is required and not entered into and nationally recognized bond counsel to Landlord determines that there is a material risk of a determination of taxability with respect to such bonds, Landlord, upon thirty (30) days' prior written notice to Tenant, may terminate this Lease.

B. In connection with the issuance by the State of Connecticut of tax-exempt General Obligation Bonds, Tenant certifies, represents and covenants as follows: Tenant hereby covenants and agrees that (1) it shall amend or cause to be amended, within six months of the date hereof, any private activity agreement so that, as amended, such agreements comply with the Internal Revenue Service guidelines set forth in Internal Revenue Service Revenue Procedure 97-13 or otherwise does not result in private business use of the Premises within the meaning of Section 141(b) of the Code, (2) it shall obtain an opinion of nationally recognized bond counsel to the effect that, as amended, any such or future private activity Agreement comply with the Internal Revenue Service guidelines set forth in Revenue Procedure 97-13 or otherwise does not result in private business use of the Premises within the meaning of Section 141(b) of the Code; and (3) any contract or agreement that Tenant enters into that provides additional private activity funding shall comply with the Internal Revenue Service guidelines set forth in Internal Revenue Service Revenue Procedure 97-13 or otherwise will not result in private business use of the Stadium within the meaning of Section 141(b) of the Code.

C. Tenant understands that the certifications contained in this Certificate will be relied on by Landlord in making certain of its representations in its tax compliance certificates, and by bond counsel, in rendering certain of its opinions, in connection with the issuance of the Revenue Bonds and the Refunding Bonds.

17. REPRESENTATIONS AND WARRANTIES.

A. Landlord's Representations and Warranties. Landlord represents, warrants and covenants to Tenant that:

1. There are no existing violations of any environmental, health, safety, building, fire or

other applicable governmental laws, codes or regulations with respect to the Premises or the operation thereof;

2. Landlord has authority, under the Statutes, to permit the use of the Premises by Tenant.
3. Landlord is a public agency of the State and has all the requisite power and authority to enter into this Lease pursuant to Title 32, Chapter 588z of the C.G.S.
4. The execution and delivery of this Lease by Landlord and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of Landlord.
5. This Lease has been duly executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms.
6. The execution and delivery of this Lease by Landlord and the performance by Landlord of its obligations hereunder do not conflict with or constitute a default under or violation of any term of any loan agreement, lease, indenture, mortgage or other contract to which Landlord is a party or by which it or its property or the Premises is bound, including, without limitation, Landlord's Bonds (or any related instruments), or any judgment, order, decree or ruling to which it, its property or the Premises is subject, to the extent such conflict or default could have an adverse effect on Tenant or its rights or interests under this Lease. There are no existing agreements, instruments or documents that grant any rights, liens, tenancies, or interests in or to the Premises to any other persons which are inconsistent with, or in derogation of, Tenant's rights or interests under this Lease.
7. The Premises are in condition comparable to other modern stadiums of comparable size and all holding events of regional and national interest from time to time.
8. There is no (i) threatened or pending litigation, condemnation, rezoning or other governmental orders, proceedings or lawsuits involving the Premises or Rentschler Field Stadium, (ii) threatened or pending work stoppages or other labor actions, or (iii) building code violations relating to the leasing, use, repair or maintenance of the Premises which individually or in the aggregate would have an adverse effect on Tenant or any of its rights or interests under this Lease.

B. Tenant's Representations and Warranties. Tenant represents and warrants to Landlord that:

1. The execution and delivery of this Lease by Tenant and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of Tenant.
2. This Lease has been duly executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

3. The execution and delivery of this Lease by Tenant and the performance by Tenant of its obligations hereunder do not conflict with or constitute a default under or violation of any term of any loan agreement, lease, indenture, mortgage or other contract to which Tenant is a party or by which it or its property is bound, including, without limitation, the NCAA or NCAA Documents, or governing conference, or any judgment, order, decree or ruling to which it or its property is subject.

18. COVENANT NOT TO RELOCATE.

- A. Home Games at Rentschler Field Stadium. Except as expressly provided in this Lease, Tenant shall play a minimum of six (6) Home Football Games at the Premises for each calendar year during the Term, subject to any cancellations, and Tenant's related obligations, pursuant to Section A(3) of Article 5. Any anticipatory breach by Tenant under this Article 18 shall be deemed to be a breach of this Article 18.
- B. Relief. Tenant acknowledges and agrees that, notwithstanding any other rights or remedies Landlord may have under this Lease, Landlord has no adequate remedy at law for a breach by Tenant of this Article 18 due to the fact that it would be difficult to ascertain the measure of Landlord's damages. Without limiting the foregoing, as a public agency of the State of Connecticut, one of Landlord's primary purposes is to ensure the economic viability of Rentschler Field Stadium, including particularly the provisions of this Article 18, are in furtherance of such purposes; and such purposes would be frustrated if the provisions of this Article 18 could not be specifically enforced. Accordingly, the parties agree that in the event of a breach of this Article 18, Landlord shall be entitled to seek injunctive and other equitable relief, temporary and permanent, and Tenant agrees that it will not assert any defense that Landlord has any adequate remedy at law. Notwithstanding anything to the contrary herein, Landlord acknowledges that Tenant's covenants in this Article 18 shall only inure to the benefit of Landlord.

19. GOVERNMENTAL IMMUNITY.

Nothing in this Lease shall be deemed to create any rights of any third-party to sue Tenant and/or Landlord.

20. INDEPENDENT AUDIT.

Landlord and/or Tenant shall have the right at any time, and from time to time during reasonable business hours and upon reasonable notice, to cause nationally recognized independent auditors to audit all of each other's books relating to Rentschler Field Stadium ticket sales and operations, advertisement, promotions, and sponsorships income derived from Rentschler Field Stadium. No costs incurred by Landlord in conducting such audit shall be considered an Operating Expense. Landlord's right to have such an audit made with respect to any year during the Term and Tenant's obligation to retain the above records shall expire three (3) years after each calendar year. Such financial statements and results shall remain subject to audit and adjustment by the Auditors of Public Accounts in accordance with law.

21. MISCELLANEOUS PROVISIONS.

A. Promotion Rights. This Lease is intended and is to be construed as granting Tenant the exclusive right to promote college Division I-A football games and/or other Tenant Events, including but not limited to men's and women's soccer, at Rentschler Field Stadium.

B. Separate Operations. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant, and Tenant shall not be responsible for any debts or liabilities incurred by Landlord in connection with the conduct of the business of Rentschler Field Stadium and/or the Stadium Parking Site, nor shall Landlord be responsible for any debts or liabilities incurred by Tenant in connection with the presentation of Home Football Games and/or Tenant Events.

C. Waiver. The failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent action by the other.

D. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease, observing, keeping and performing all of the terms and provisions of this Lease on the part of Tenant to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons whomsoever.

E. Alterations by Tenant. (a) Tenant shall make no alterations to the Premises without the prior written consent of Landlord. Any alterations or improvements required by Tenant shall be made at the Tenant's expense and installed only by Landlord's designee. Prior to making any such alterations or improvements, Manager shall supply Tenant with a written estimate of the cost and shall not begin work until Tenant approves the expenditure. Tenant agrees to pay Manager for said alteration or improvements on a date determined by the Manager. In no event, however, shall Tenant's payment date be more than three (3) business days before Manager's concomitant payment date to the respective contractor.

(b) Tenant shall not allow any modifications to Suites or Stadium Club room space by licensees. Landlord agrees to allow tasteful pictures or photos to be placed in Suites by licensees; however, Landlord assumes no expense for mounting, hanging, removing or repairs necessary to return the Suite to its original condition. Landlord assumes no liability for loss or damage to any items placed in Suites by licensees. Any pictures or photos placed in Suites must be affixed by Manager; all costs for same to be charged Tenant by Manager. Tenant assumes all liability for any pictures or photos placed in the Suites by licensees.

F. Tents. The lease or sublease of all Landlord designated tent plots within the Stadium shall

be through Tenant. Tenant shall notify the Manager or concessionaire as determined by Manager immediately upon assignment of tent locations. Manager or concessionaire shall henceforth be the primary contact with the tent lessor.

G. Landlord's Access. Landlord shall have the right upon reasonable prior notice to Tenant (and at any time without notice in the event of an emergency) to enter into the portion of the Premises under the exclusive dominion and control of Tenant to make repairs. However, Landlord shall schedule such repairs in order to assure minimum disruption to Tenant's operations and shall take all reasonable steps to safeguard Tenant's personal and continued operations.

H. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a statement on the status of any matter pertaining to this Lease.

I. Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

J. Recording. Landlord and Tenant agree not to record this Lease, but Landlord and Tenant agree to execute and record a Notice of Lease complying with applicable Connecticut law. In no event shall such document set forth the economic terms under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and it is not intended to vary the terms and conditions of this Lease.

K. Notices. Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be sent by U.S. Mail, Federal Express or other recognized overnight courier return receipt requested, registered or certified mail, postage prepaid, and if intended for Landlord, addressed to Landlord at the address set forth below (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice), and if intended for Tenant, to the address set forth below.

For Landlord as follows:
State of Connecticut
Office of Policy & Management
450 Capitol Avenue
MS#55SEC
Hartford, CT 06106-1308
Attn: Secretary

With copy as follows:
Spectra Venue Management
One Civic Center Plaza
Hartford, CT 06103
Attention: General Manager

For Tenant as follows:
University of Connecticut
Athletic Department
2095 Hillside Road
Storrs, CT 06269-3078
Attn: Athletic Director

With copy as follows:
University of Connecticut
Office of General Counsel
343 Mansfield Road, Unit 1177
Storrs, CT 06269-1177
Attn: General Counsel

All such notices shall be effective when received or refused.

L. Approvals. All approvals, consents and acceptances required to be given or made by any party hereunder shall not be unreasonably withheld or delayed, unless otherwise provided herein. In any determination of reasonableness for purposes of such approval, consent or acceptance, due regard shall be given to prevailing industry practice.

M. Notice of Lease. At any time following the date hereof, either party shall within five (5) days following the written request of the other, join in the execution of a notice of lease (in recordable form) pursuant to C.G.S. Section 47-19 and either party may record the same.

N. Construction. The captions and headings throughout this Lease are for convenience of reference only, and the words contained therein shall in no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope of the intent of this Lease, or in any way affect this Lease. When used in this Lease, “including” and words of similar import mean “including but not limited to”.

O. Provisions Binding. The terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant, except as otherwise as expressly provided herein or limited hereby.

P. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Lease shall not be modified or cancelled except by a writing prescribed to by Landlord and Tenant.

Q. Amendments. This Lease may be modified or amended only by written instrument signed

by the duly authorized officers of the parties hereto.

R. Governing Law. This Lease shall be governed, construed and enforced under the law of the State of Connecticut.

[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: Benjamin Barnes

Title: Secretary per C.G.S. §§ 4-66 and 32-655

TENANT:

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

By: 

Name: _____

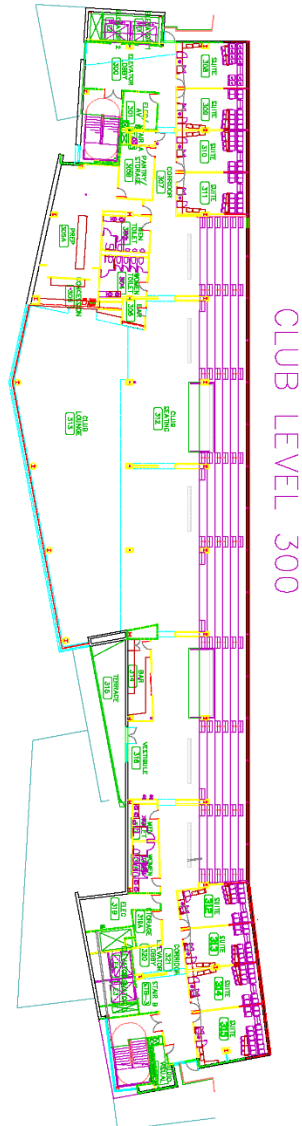
Title: _____

Scott A. Jordan

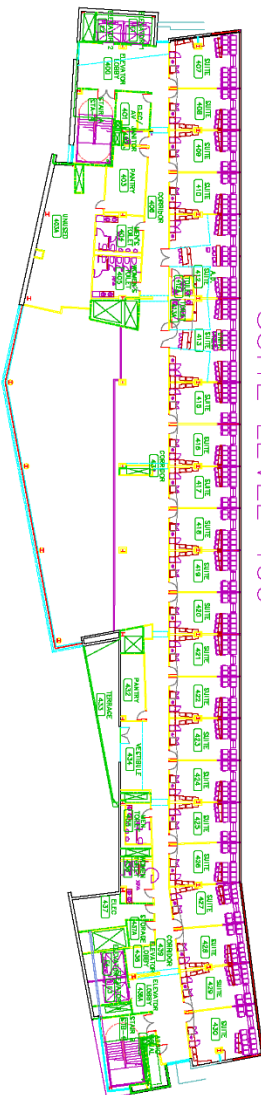
**Executive Vice President
for Administration
and Chief Financial Officer**

Exhibit A
Site Plan

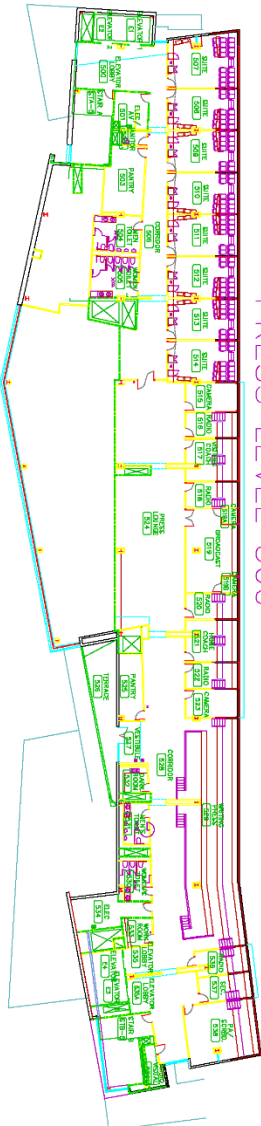




CLUB LEVEL 300



SUITE LEVEL 400



PRESS LEVEL 500

