

**CATERING AND CONCESSIONS
MANAGEMENT AGREEMENT**

Dated as of

May 25, 2007

by and between

NORTHLAND AEG LLC,

and the

**STATE OF CONNECTICUT,
acting by and through the Secretary of the
Office of Policy and Management**

**Relating to the Management of Catering and
Concession Services and Certain Marketing Services at
Rentschler Field in East Hartford, CT**

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- Exhibit A State Contracting Requirements
- Exhibit B Current Concession Agreement
- Exhibit C Form of AEG Guaranty

THIS CATERING AND CONCESSIONS MANAGEMENT

AGREEMENT is made and entered into as of the 25th day May, 2007, by and between the STATE OF CONNECTICUT, acting by and through the Secretary of the Office of Policy and Management (“Owner”), and NORTHLAND AEG LLC, a Delaware limited liability company (“Contractor”) formed as a joint venture of Northland Sports Management LLC, an affiliate of Northland Investment Corporation (“Northland”), and AEG Facilities, Inc., an affiliate of Anschutz Entertainment Group, Inc. (“AEG”). Capitalized words and terms used herein, including in the recitals which follow, have the respective meanings assigned to such words and terms in Article I of this Agreement.

RECITALS

WHEREAS, on March 3, 2000, the Governor filed with the General Assembly of the State of Connecticut a Master Development Plan relating to the development of Adriaen’s Landing in downtown Hartford and a Stadium at Rentschler Field in East Hartford;

WHEREAS, 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 Owner to proceed with the development of the Stadium, as contemplated by the Master Development Plan;

WHEREAS, Public Act 00-140 further authorized Owner to enter into agreements to provide for and carry out stadium facility operations, as defined in Public Act 00-140, including catering and concession services;

WHEREAS, the Stadium is home field for the UConn football team and hosts other UConn Events pursuant to the UConn Lease;

WHEREAS, on April 11, 2007, Owner issued a Request for Qualifications for Stadium Management Services for the Stadium at Rentschler Field, East Hartford (the "RFQ") to which Contractor responded;

WHEREAS, Contractor was selected from among the respondents to the RFQ for purposes of a process of competitive negotiation, which resulted in the award of this Agreement;

WHEREAS, Contractor and Owner have entered into a Stadium Management Agreement dated as of May 25, 2007, pursuant to which Contractor will manage and operate the Stadium on behalf of Owner;

WHEREAS, Owner desires that Contractor manage catering and concession operations at the Stadium and supervise and direct the concessionaire and caterer and provide certain other services in connection with advertising, promotional and other revenue-producing activities within the Private Activity Areas; and

WHEREAS, for such purposes Owner desires to engage Contractor, effective July 1, 2007, as manager of catering and concession services at the Stadium, and Contractor desires to accept such engagement, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, agreements, covenants and guarantees set forth herein, the parties hereto agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions.

For purposes of this Agreement,

(a) capitalized words and terms used but not otherwise defined herein shall have the respective meanings assigned to such words and terms in the Management Agreement; and

(b) the following additional words and terms shall have the meanings set forth below:

“AEG” is defined in the first paragraph of this Agreement.

“Agreement” means this Catering and Concessions Management Agreement, all recitals, exhibits, schedules and appendices hereto, and any and all supplements and amendments hereto or thereto.

“Ancillary Incentive Revenues” means revenues received by Contractor for the account of Owner from ancillary activities within the Private Activity Areas permitted in accordance with Section 2.05. “Ancillary Incentive Revenues” excludes Marquee Revenues.

“Applicable Laws” means all laws, statutes, ordinances, rules, regulations, orders or determinations of Governmental Authorities, including the

Implementing Legislation, the State Contracting Requirements, the ADA, the FLSA, ERISA, OSHA, orders, rules, regulations and requirements of the Department of Public Health, the Department of Emergency Management and Homeland Security and the Department of Public Safety, including those applicable to the Stadium as a strategic state asset, Environmental Laws, the State Fire Safety Code, orders, rules and regulations of the Department of Public Health and applicable local ordinances relating to food and beverage preparation, storage and service, cleanliness, food and beverage quality, and other matters of public health, and applicable Executive Orders of the Governor, applicable to C&C Operations and the equipping, maintenance, occupancy, possession, control, management, use or operation of the C&C Areas and the C&C Equipment, the hiring and employment practices of Contractor and the terms and conditions of employment of employees providing C&C Services, or the authorization, execution, delivery and performance by Contractor of its obligations under this Agreement.

“C&C Areas” means the Concession Stands, the restaurant, bar and other food and beverage service areas of the Stadium Club, all kitchens, pantries, commissaries, food storage, preparation and service areas, kiosks, space for portable food service facilities and vending machines, office space made available for C&C Operations and any other area of the Stadium principally devoted to C&C Operations, and, for the duration of and to the extent of use in C&C Operations, designated hospitality and vendor areas elsewhere at the Stadium or on the Stadium Site from which C&C Services may be offered on event or non-event days, including for private functions, as approved by Contractor pursuant to policies established by Owner (which may limit such designated hospitality and vendor areas to Private Activity Areas or may otherwise limit the type and duration of such use in order to satisfy the Private Activity Bond Rules).

“C&C Equipment” means all furniture, fixtures and equipment located at the Stadium and used primarily in C&C Operations, including vending machines, furniture, food and beverage dispensing equipment, cooking, refrigeration and other food

storage and preparation equipment, cash registers, office, janitorial and maintenance equipment related to C&C Operations, and all other personal property used primarily in C&C Operations, which in each case is either (i) owned or leased by Concessionaire, or (ii) owned or leased by Owner or Contractor but as to which Concessionaire has undertaken primary responsibility for maintenance and repair pursuant to the Concession Agreement.

“C&C Operating Expenses” means all costs and expenses of C&C Services, including all costs of goods and services to be sold, provided or made available in connection with C&C Operations, including, but not limited to:

- (a) Concession Employee compensation and related expenses (*e.g.*, base salaries, bonuses, incentives, car allowances and other customary reimbursable business expenses);
- (b) Concession Employee benefits and related costs, including paid vacations, holidays and sick days, any 401(k), retirement and/or pension plans, health, dental, vision, group life and disability insurance;
- (c) direct costs of all food, inventory, candy, alcoholic and non-alcoholic beverages, merchandise, materials and supplies, including novelties and souvenirs;
- (d) amounts expended to procure and maintain permits and licenses;
- (e) taxes, excises, penalties and fees;

- (f) the costs of procuring and maintaining required insurance and fidelity and performance bonds;
- (g) postage and freight costs;
- (h) equipment rental costs;
- (i) computer equipment leases and line charges;
- (j) repairs and maintenance costs of C&C Equipment, and replacement of Smallwares;
- (k) the cost of employee uniforms;
- (l) safety and medical expenses;
- (m) costs of cleaning of C&C Areas to the extent of Concessionaire's obligations under the Concession Agreement; and
- (n) the cost of compliance with laws and regulations.

“C&C Operations” means the provision of C&C Services from the C&C Areas pursuant to this Agreement.

“C&C Services” means (a) the sale of food and beverages, including alcoholic and non-alcoholic beverages, and candy sold from Concession Stands, kiosks, fast food stands, bars, vending machines, portable service stands and via wait service and vendors circulating through the Stadium; (b) the catering or sale of food and beverage and related services from and within the C&C Areas, including catering and other food

and beverage service offered in Luxury Suites and the Stadium Club, and all team, media, "back-stage" and similar food and beverage service and catering services at the Stadium; (c) the sale or rental of novelties, other merchandise and programs within the Stadium; (d) all related set-up, tear-down and clean-up, purchasing, stocking, storage, preparation, menu development and merchandising, and vending machine services; and (e) the provision of the personnel necessary to provide the foregoing services.

"Capital Investment" is defined in Section 4.02.

"Concession Agreement" means each agreement then in effect between Owner or Manager and the Concessionaire relating to the provisions of C&C Services, which is currently the Concession and Catering Services Agreement dated as of July 1, 2003 between the Current Manager and Sodexo Operations, LLC, a copy of which is attached as Exhibit B.

"Concession Commissions" means all concession commissions and fees paid by Concessionaire based on Gross Concession Receipts pursuant to the Concession Agreement, including all minimum annual commissions and all per capita minimum commissions, in each case attributable to catering and concession sales at Non-UConn Events. "Concession Commissions" excludes any Capital Investment, the Grant, any reimbursement of Stadium Operating Expenses by Concessionaire and any facility charge collected for the account of Owner pursuant to Section 4.01(c).

"Concession Employees" means Concessionaire's paid management and hourly employees providing C&C Services. If non-administrative employees of Contractor devote time to the performance of C&C Services, such employees shall be deemed to be "Concession Employees" for purposes of the determination of C&C Operating Expenses to the extent of the allocated time and charges for such services.

“Concession Management Fee” is defined in Section 5.01.

“Concession Stands” means the twenty (20) concession stands located around the outside perimeter of the Stadium at the concourse level.

“Concessionaire” means each concession services company which at the time is responsible for C&C Services, which is currently Sodexo Operations, LLC. Manager shall have the responsibilities of, and shall be, the “Concessionaire” for purposes of this Agreement to the extent Manager is itself providing C&C Services as permitted in, and subject to, Section 3.02(c).

“Contract Compliance Officer” is defined in Section 7.05.

“Contract Year” means each period of twelve (12) calendar months starting July 1 and ending June 30, during the Concession Term.

“Contractor” is defined in the first paragraph of this Agreement.

“Effective Date” means July 1, 2007.

“Environmental Laws” means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any Governmental Authority pertaining to the environment, including the federal Clean Water Act, the federal Clean Air Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the federal Water Pollution Control Amendments, the federal Resource Conservation and Recovery Act of 1976, the federal Hazardous Materials Transportation Act of 1975, the federal Safe Drinking Water Act, the federal Toxic Substances Control Act, and any comparable or similar environmental laws of the State applicable to the equipping,

maintenance, occupancy, possession, control, management, use or operation of the C&C Equipment, the C&C Areas or the provision of the C&C Services.

“FOIA” is defined in Section 12.04.

“Grant” is defined in Section 4.03.

“Gross Concession Receipts” means all proceeds of every kind derived from C&C Services, including receipts from the sale of food, alcoholic and non-alcoholic beverages, novelties, merchandise and services and merchandise rentals under the Concession Agreement (including gratuities and services charges not paid directly by customers to servers) from all categories of products sold or merchandise rented, whether for cash or credit, less sales taxes levied upon such sales (which are to be paid by Concessionaire), customer refunds, bad debts and uncollected credit accounts. If Contractor and Owner permit Concessionaire to subcontract the sales of any items under the Concession Agreement, “Gross Concession Receipts” shall include applicable subcontractor gross receipts, not net commissions to Concessionaire. “Gross Concession Receipts” shall exclude LS/SC Revenues, Incentive Advertising Revenues and Ancillary Incentive Revenues. Whenever a receipt or accounting of Gross Concession Receipts is required for any purpose, it shall include a breakdown of Gross Concession Receipts by category of sale.

“Incentive Advertising Revenues” means (i) advertising and promotional revenues generated in connection with C&C Operations and involving only the use of Private Activity Areas, including revenues from branding and pouring rights and similar food and beverage sponsorships, which revenues do not constitute Gross Concessions Receipts for purposes of the Concession Agreement, (ii) revenues from the sale of Event-specific temporary signage, scoreboard and electronic advertising involving only the use of Private Activity Areas, and (iii) other advertising and promotional revenue from use approved by Owner of Private Activity Areas. “Incentive Advertising Revenues”

excludes UConn-Controlled Advertising, Event Sponsorship Revenues and Marquee Revenues.

“LS/SC Revenues” means revenues from the sale or licensing of use of Luxury Suites and the Stadium Club for Non-UConn Events. In the case of multi-year sales of Luxury Suites or Stadium Club seating, revenues from such sales shall be allocated among Contract Years and recognized in accordance with GAAP.

“Losses” is defined in Section 8.01(d).

“Management Agreement” means the Stadium Management Agreement dated May 25, 2007 between Owner and Contractor.

“Net Non-UConn Parking Revenues” means Parking Revenues attributable to (i) Event parking for Non-UConn Events, (ii) use of the Managed Facilities for parking for the general public on a paid basis other than in connection with Events, or (iii) use of the Managed Facilities for paid commercial parking for private commercial purposes, net of (x) fees and expenses payable to or retained by the Parking Manager with respect to Non-UConn Events pursuant to the Parking Management Agreement, (y) any share of parking revenues attributable to parking in excess of 6,500 cars on property of United Technologies Corporation payable to United Technologies Corporation pursuant to the UTC Parking Agreement, and (z) any other expenses borne by or charged to Owner in connection with the use of the Managed Facilities for the purpose of parking giving rise to such Parking Revenues.

“Northland” is defined in the Recitals.

“Northland/AEG” is defined in the Recitals.

“Owner” is defined in the first paragraph of this Agreement.

“Permanent Jobs Initiative” is defined in Section 7.02(b).

“Recipient Party” is defined in Section 9.02(c).

“Scheduled Termination Date” means June 30, 2012.

“Smallwares” shall mean the following and similar items:

- (a) china ware/glassware;
- (b) silverware;
- (c) kitchen smallwares (pots and pans, kitchen utensils, etc.);
- (d) banquet service smallware (chaffing dishes, serving utensils, etc.);
- (e) linens and tabletop accessories.

“Stadium Operating Expenses” means Operating Expenses as defined in the Management Agreement.

“State Contracting Requirements” is defined in Section 10.06.

“Term of this Agreement” and similar terms, whether or not capitalized, means the period beginning on the Effective Date and ending on the Scheduled Termination Date or the date of earlier termination of this Agreement in accordance with its terms.

“Uncontrollable Circumstance” means any event which renders impossible, prevents, interrupts or delays the performance of an obligation of a party to this Agreement, if such event is beyond the reasonable control of such party and which, by the exercise of due diligence, such party would be unable to overcome, including: strikes, lockouts, sit-downs, material or labor restrictions by any Governmental Authority, shortages of material or labor, unusual transportation delays, riots, floods, explosions, earthquakes, fire, unusually unfavorable weather, acts of the public enemy, wars, acts of terrorism or credible threat of terrorism, insurrections and environmental conditions, and includes any interference with the availability or use of the Managed Facilities resulting from emergency conditions as described in Section 8.05(b) of the Management Agreement.

“Use Agreements” is defined in Section 2.03.

“Work Product” is defined in Section 9.02(a).

Section 1.02 Interpretation.

(a) References to a “Section”, “Sections”, “Article” or “Articles” herein refer to this Agreement unless otherwise stated.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or index of schedules and exhibits appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(d) Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words of similar import shall, unless the context requires otherwise, refer to the whole of this Agreement and not to any particular article, section, subsection, paragraph or clause hereof.

(e) A reference to “including” means including without limiting the generality of any description preceding such term and for purposes of this Agreement the rule of *ejusdem generis* shall not be applicable to limit or restrict a general statement, followed by or referable to an enumeration of specific matters, to matters similar to, or of the same type, class or category as, those specifically mentioned.

(f) Any reference to “days” shall mean calendar days unless otherwise expressly specified.

(g) Any reference to any statute, law or regulation (including the Implementing Legislation) includes all statutes, laws or regulations amending, consolidating or replacing the same from time to time, and a reference to a law or statute includes all regulations, codes or other rules issued or otherwise applicable under such law or statute unless otherwise expressly provided in such law or statute or in this Agreement. This rule of interpretation shall be applicable in all cases notwithstanding that in some cases specific references in this Agreement render the application of this rule unnecessary.

(h) Unless otherwise expressly provided herein, any approval, consent, waiver, acceptance, concurrence or permission required to be given or made by any party hereunder shall not be unreasonably withheld or delayed. Wherever under this Agreement “reasonableness” is the standard for the granting or denial of any approval, consent, waiver, acceptance, concurrence or permission of any party hereto, Owner shall

be entitled to consider public policy, including the objectives of the Implementing Legislation, as well as business and economic considerations.

(i) All notices to be given hereunder shall be given in writing (whether or not so specified in a particular provision of this Agreement) within a reasonable time unless otherwise specifically provided.

(j) Whenever any calculation or valuation may be made for any purposes hereunder and the method or manner of such calculation or valuation is not provided for in this Agreement, it shall be done in accordance with GAAP or in such other manner as may be mutually agreed by the parties, unless otherwise required by Applicable Laws.

(k) Owner and Contractor have participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against Owner or Contractor solely by virtue of the fact that either Owner or Contractor may be considered the drafter of this Agreement or any particular part hereof.

(l) Each schedule and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

ARTICLE II

ENGAGEMENT OF CONTRACTOR; GENERAL RESPONSIBILITIES; MARKETING SERVICES

Section 2.01 Engagement.

Owner hereby engages Contractor as the manager of C&C Services at the Stadium during the Term, and Contractor hereby accepts such engagement, all upon the terms and conditions hereinafter set forth.

Section 2.02 Standard of Performance.

Contractor shall perform its obligations hereunder in a prompt, diligent and professional manner consistent with the Industry Standard and in compliance with Applicable Laws, subject, however, to the terms and conditions of this Agreement. All C&C Services shall be performed in a high-quality manner demonstrating a level of customer service that is equal to or better than the service provided at Comparable Facilities. Only first-quality products shall be served at the Stadium with selection and menus at least equivalent to the Industry Standard. Contractor shall cooperate with Owner to promote a reputation for high quality food and beverage service at the Stadium. Subject to the foregoing quality requirements, Contractor shall manage the C&C Services so as to maximize Concession Commissions.

Section 2.03 Marketing and Sales of Luxury Suites and Club Seating.

Manager shall be responsible for promotion and marketing of Luxury Suites and the Stadium Club for use in connection with Non-UConn Events, with the objective of maximizing utilization and revenues to Owner. The pricing, terms and other arrangements for use of Luxury Suites and the Stadium Club for such purposes shall be

subject to the approval of Owner upon recommendation of Manager. Manager shall administer the licensing of Luxury Suites and the Stadium Club for such use, including development of forms of use agreements, subject to Owner's approval (the "Use Agreements"), attending to the execution of Use Agreements, collection of revenues for deposit to the Revenue Account, and enforcement of the Rules and Regulations.

Section 2.04 C&C Promotional Sales.

Manager shall market and sell advertising and promotional opportunities in connection with C&C Operations, including branding and pouring rights and similar food and beverage sponsorships, to the extent not reserved to Concessionaire under the Concession Agreement or to the University under the UConn Lease.

Section 2.05 Ancillary Incentive Revenue.

Contractor shall make recommendations to Owner with respect to other revenue opportunities relating to the use of Private Activity Areas during, before and after Events, such as video games and other games of entertainment value, additional customer sales or service opportunities outside of the scope of the Concession Agreement, pre- and post-Event activities, permanent advertising or promotional opportunities involving only the use of Private Activity Areas and not constituting UConn Controlled Advertising, and similar revenue opportunities. Such ancillary activities, and the areas in which such ancillary activities may take place, shall be subject to approval by Owner.

ARTICLE III

SUBCONTRACTING

Section 3.01 General.

The parties acknowledge that it is their expectation and intent that some or all of the C&C Services will be provided by one or more experienced and qualified subcontractors selected by Contractor and approved by Owner, subject to the terms and conditions of this Agreement.

Section 3.02 Current Concession Agreement.

(a) Owner has engaged the services of the current Concessionaire through the Current Manager to provide catering and concession services at the Stadium pursuant to the current Concession Agreement. Owner shall assign (or cause the Current Manager to assign) to Manager the current Concession Agreement and Manager shall be responsible for administration of the current Concession Agreement and the supervision of the current Concessionaire. The current Concession Agreement has been approved by Owner and shall be deemed to comply with the requirements of this Agreement.

(b) In the event that the current Concession Agreement terminates or is terminated for any reason during the Management Term, Manager shall assist Owner in the selection and engagement of a successor Concessionaire through a request for qualifications or proposals, and a process of competitive negotiation. The final selection of the successor Concessionaire shall be subject to the approval of Owner. A new Concession Agreement shall be prepared, negotiated and executed by Manager, subject to the applicable requirements of this Article III and the final approval of Owner. The new Concession Agreement shall be subject in all respects to the terms, conditions and requirements of this Agreement and all applicable terms and conditions of the UConn

Lease. The new Concession Agreement may confer exclusive rights to provide C&C Services at the Stadium. Manager shall be responsible for administration of such new Concession Agreement and the supervision of the successor Concessionaire.

Section 3.03 Concession Agreements Generally.

(a) The Concession Agreement shall be a subcontract between Contractor and Concessionaire entered into pursuant to the authority granted in, and subject in all respects to the terms, conditions and requirements of this Agreement and all applicable terms and conditions of the UConn Lease. The Concession Agreement may confer exclusive rights to provide C&C Services at the Stadium. The Concession Agreement shall be prepared, negotiated and executed by Contractor, subject to the requirements of Section 3.06 and the final approval of Owner.

(b) Subject to such rights of exclusivity as may then be held by the current Concessionaire, Manager may itself provide C&C Services through its own employees, provided that (i) Manager enters into a separate Concession Agreement with Owner satisfying the requirements of this Article III and conforming to the Industry Standard and with terms no less favorable to Owner than would have been available on an arms-length basis, and (ii) Owner approves the financial terms of such Concession Agreement, including the basis for calculation of Concession Commissions.

Section 3.04 Role and Responsibilities of Contractor.

Contractor shall manage, supervise and direct Concessionaire, shall administer and enforce the Concession Agreement, and shall act as Owner's representative in all dealings with Concessionaire, all in the best interests of Owner and in an effort to secure for Owner, to the greatest practicable extent, the rights and benefits of the Concession Agreement, subject to the other requirements and limitations of this Agreement. Such management services shall be provided by Contractor through the

same personnel providing facility management services to Owner under the Management Agreement and at no additional cost to Owner. As between Owner and Contractor, Contractor shall be responsible for the day-to-day operation of the Concession Services, acting through Concessionaire as its subcontractor.

Section 3.05 Reserved Rights.

- (a) Notwithstanding the provisions of Section 3.04, without the approval of Owner, Contractor shall not:
- (i) declare a default or exercise default remedies under the Concession Agreement;
 - (ii) terminate the Concession Agreement prior to the expiration of its stated term;
 - (iii) bring any legal action to enforce the Concession Agreement against Concessionaire;
 - (iv) call any fidelity or performance bond posted by Concessionaire pursuant to the Concession Agreement;
 - (v) waive, release or otherwise relinquish any material right of Contractor or obligation of Concessionaire under the Concession Agreement;
 - (vi) permit any assignment of the Concession Agreement;
 - (vii) authorize or approve any exclusive branding, pouring, sponsorship or supplier arrangements; or

(viii) authorize or approve private catered events except pursuant to policies established by Owner.

(b) Notwithstanding the requirement of Owner approval of specified actions under subsection (a) above, it shall be the responsibility of Contractor to advise Owner of events or circumstances known to Contractor that constitute, or after notice and a grace period would constitute, an event of default under the Concession Agreement, and to recommend such action as Contractor believes to be appropriate in the circumstances and in the best interests of Owner. If any such action is approved, Contractor shall diligently pursue such action and shall keep Owner apprised of all material developments.

(c) Notwithstanding anything to the contrary in this Agreement, Owner may direct Contractor to give notice of or declare a default under the Concession Agreement, and to terminate the Concession Agreement or enforce rights and remedies of Contractor thereunder for the benefit of Owner in the event of a material breach by Concessionaire under the Concession Agreement which continues following such notice and grace period as is therein provided. A material breach shall include any material violation of Applicable Law or material failure on the part of Concessionaire to comply with the jobs preference and state contracting requirements set forth in Articles VII and X.

Section 3.06 Required Provisions.

(a) The Concession Agreement shall include terms, conditions and requirements customary for similar agreements at Comparable Facilities and consistent with Industry Standard practices.

(b) The scheduled term of the Concession Agreement shall not extend beyond the scheduled term of this Agreement, except with the approval of Owner. In the event of the early termination of this Agreement (or upon scheduled termination of this Agreement if the Concession Agreement provides for a longer term), Owner shall assume the rights and obligations of Contractor under the Concession Agreement, in which case the Concession Agreement shall be deemed assigned to and for the benefit of Owner.

(c) The provisions of Section 4.07 and Articles VII, VIII, IX, and X of this Agreement shall be incorporated in the Concession Agreement as agreements of Concessionaire.

(d) The Concession Agreement shall provide that it is assignable to Owner without the prior written consent of Concessionaire. No assignment of the Concession Agreement by Concessionaire shall be permitted except with the approval of Contractor and Owner, provided that the Concession Agreement may permit assignment to an affiliate of Concessionaire provided that the Concessionaire remains primarily liable for all obligations thereunder.

(e) The Concession Agreement shall permit no subcontracting of C&C Services without the consent of Contractor. Any subcontract that is the functional equivalent of an assignment shall be subject to the approval of Contractor and Owner pursuant to subparagraph (d) above.

(f) The Concession Agreement shall create no tenancy or other possessory interest at the Stadium and shall include an express disclaimer to that effect.

(g) The Concession Agreement shall include such provisions for fidelity and performance bonds as may be required by Owner.

Section 3.07 Replacement of Concessionaire.

It is the intent of the parties that there be no interruption in the availability of C&C Services at the Stadium. The Concession Agreement shall include provision for replacement of Concessionaire in the event of non-performance or other material default. Any successor Concessionaire shall be selected in the manner provided in this Agreement and shall be subject to all other terms, conditions and requirements of this Agreement.

Section 3.08 Subcontracting.

Contractor shall not subcontract any of the catering and concession management services to be provided by Contractor under this Agreement. Except pursuant to a Concession Agreement entered into in accordance with the requirements of this Article III or as otherwise expressly granted by Owner, Contractor shall have no authority to subcontract for C&C Services at the Stadium.

Section 3.09 Waiver.

Owner may, in its discretion, waive any requirement of this Agreement, including this Article III, relating to required provisions of the Concession Agreement.

ARTICLE IV

FISCAL MATTERS

Section 4.01 Concession Commissions; Facility Charges.

(a) The Concession Agreement will provide for a commission arrangement whereby Concessionaire pays Contractor a percentage of Gross Concession Receipts generated by categories of food and alcoholic and non-alcoholic beverage sales and novelty and merchandise sales and rentals at the Stadium, unless Owner expressly approves a different arrangement. Such commission arrangement may include minimum annual commissions, minimum per capita spending and other similar guarantees.

(b) Concessionaire shall operate on twelve (12) fiscal periods per year and pay Concession Commissions within fifteen (15) days of the end of each fiscal period. Concession Commissions received by Contractor shall be promptly deposited to the credit of a subaccount of the Revenue Account established under the Management Agreement.

(c) For catered events, Owner may establish a schedule of facility charges designed to cover incremental, unreimbursed Stadium Operating Expenses attributable to such catered events. Such facility charges shall be collected by Contractor for the account of Owner and shall not be counted toward the calculation of the Concession Management Fee.

Section 4.02 Capital Investment.

The Concession Agreement shall require Concessionaire to purchase equipment and smallwares for C&C Operations at a specified cost (the "Capital Investment"). The selection of such equipment shall be approved by Contractor. The

Capital Investment by Concessionaire may be amortized on a straight line basis over the term of the Concession Agreement or some other specified period. Such amortization shall be treated by Concessionaire as a C&C Operating Expense, provided that if the Concession Agreement terminates or is terminated prior to the end of such amortization period, the Concession Agreement may provide that the unamortized portion of the Capital Investment be reimbursed to Concessionaire, in which case ownership of all equipment purchased with the Capital Investment shall revert to Owner. Any such reimbursement to Concessionaire shall be treated, as between Contractor and Owner, as a Capital Expenditure or a Stadium Operating Expense at Owner's election. The Concession Agreement may also require Concessionaire to accrue a specified percentage of Gross Concession Receipts each year during the initial term of the Concession Agreement for the purpose of funding additional improvements to equipment and facilities used in C&C Operations. The amount, terms and conditions of the Capital Investment, and any accrual for future improvements, shall be subject to approval by Owner.

Section 4.03 Grant.

The Concession Agreement shall require Concessionaire to make an annual grant to Owner of a specified amount over the term of the Concession Agreement (the "Grant"). The amount of the Grant shall be subject to approval by Owner. The Grant under the current Concession Agreement is Twenty Thousand Dollars (\$20,000) per year.

Section 4.04 C&C Operating Expenses.

All C&C Operating Expenses shall be the sole responsibility of Concessionaire. In no event shall C&C Operating Expenses be charged to or paid by Contractor or Owner or otherwise treated as Stadium Operating Expenses.

Section 4.05 Financial Projections.

Contractor shall provide Owner with copies of Concessionaire's annual financial projections and quarterly financial projection updates. Contractor shall advise and consult with Owner with respect to such projections and variations between the projections and actual Gross Concession Receipts. Contractor shall make recommendations to Owner with respect to opportunities for revenue enhancement from C&C Operations, including the sale of other products, merchandise or services, food and beverage event marketing, products and pricing, and similar matters bearing on concession sales.

Section 4.06 Financial Records, Reports and Audits.

Contractor shall provide to Owner copies of all event sales reports, deposit tickets, reports and calculations of Gross Concession Receipts, calculations of Concession Commissions, financial reports, audits and other financial records as received from Concessionaire pursuant to the requirements of the Concession Agreement. Contractor shall promptly advise Owner of any failure by Concessionaire to provide required financial records, reports and audits and of any material discrepancies or irregularities in the records, reports and audits provided. The Concession Agreement shall include a requirement of an audit of C&C Operations at the Stadium for each Contract Year by independent public accountants approved by Owner and the State Comptroller. Concessionaire shall pay promptly any deficiencies revealed by the audit. The cost of the audit shall be treated as a Stadium Operating Expense unless the audit establishes a deficiency in the payment of Concession Commissions greater than three percent (3%), in which case the cost of the audit shall be borne by Concessionaire.

Section 4.07 Books and Records; State Audit.

(a) Contractor shall require Concessionaire to maintain an adequate and appropriate accounting and financial record keeping system, with such controls over accounting and financial transactions as is reasonably required to protect from theft, error or fraud. All such books and records shall be subject to inspection by Owner during all regular business hours on reasonable notice. Neither Contractor nor Concessionaire shall dispose of any books or records relating to C&C Operations for a period of seven (7) years (or such longer period as may be required by applicable law) except upon receipt of written approval of Owner.

(b) All financial statements, reports, records and results of C&C Operations shall remain subject to audit and adjustment by the Auditors of Public Accounts pursuant to Chapter 23 of the General Statutes for a period of three (3) years after the close of the fiscal period to which such financial statements, reports, records and results pertain.

(c) Contractor shall require Concessionaire to cooperate with the Auditors of Public Accounts and members of their staff with respect to any audit of internal controls at the Stadium conducted by the Auditors of Public Accounts in accordance with Applicable Law. At the direction of Owner, Contractor shall require Concessionaire to make commercially reasonable efforts to comply with any recommendations of the Auditors of Public Account with respect to such internal controls as may result from any such audit.

ARTICLE V

COMPENSATION

Section 5.01 Management Fee.

As total compensation for all of its services under this Agreement, Owner shall pay to Contractor a management fee (the "Concession Management Fee") equal to the sum of the following (computed in each case for each Contract Year):

- (a) thirty-five percent (35%) of Concession Commissions (excluding Concession Commissions attributable to or based on the sale of alcoholic beverages) up to Five Hundred Thousand Dollars (\$500,000) in total Concession Commissions (excluding Concession Commissions attributable to or based on the sale of alcoholic beverages) and fifty percent (50%) of Concession Commissions (excluding Concession Commissions attributable to or based on the sale of alcoholic beverages) above Five Hundred Thousand Dollars (\$500,000) in total Concession Commissions (excluding Concession Commissions attributable to or based on the sale of alcoholic beverages);
- (b) fifty percent (50%) of the Grant;
- (c) fifty percent (50%) of Net Non-UConn Parking Revenues;
- (d) thirty-five percent (35%) of Incentive Advertising Revenue up to Two Hundred Thousand Dollars (\$200,000) in total Incentive Advertising Revenue, and fifty percent (50%) of Incentive Advertising Revenue above Two Hundred Thousand Dollars

(\$200,000) in total Incentive Advertising Revenue; provided, however, that, until Owner has received Seventy-Four Thousand Seven Hundred Fifty Dollars (\$74,750) in Incentive Advertising Revenue for Owner's own account in a Contract Year Contractor shall not be entitled to a fee based on Incentive Advertising Revenue for such Contract Year;

- (e) fifty percent (50%) of Ancillary Incentive Revenues; and
- (f) fifty percent (50%) of LS/SC Revenues;

provided, however, that no Concession Management Fee shall be payable hereunder with respect to any Event booked by the Current Manager prior to the Effective Date.

Section 5.02 Payment.

The Concession Management Fee determined pursuant to Section 5.01 shall be payable to Manager on a monthly basis within thirty (30) days after Owner's receipt of an invoice from Contractor accompanied by a statement certified by one of its officers setting forth the Gross Concession Receipts reported to Contractor and the Concession Commissions and Grant actually paid to and received for the account of Owner for the prior calendar month, and the LS/SC Revenues, Net Non-UConn Parking Revenues, Incentive Advertising Revenues and Ancillary Incentive Revenues received for the account of Owner for the same month, with supporting information in reasonable detail and showing the calculation of the Concession Management Fee attributable to such Concession Commissions, Grant, LS/SC Revenues, Net Non-UConn Parking Revenues, Incentive Advertising Revenues and Ancillary Incentive Revenues. Promptly following the availability of the annual audit called for by Section 4.06, Contractor shall bill Concessionaire for any deficiency in the payment of Concession Commissions determined by such audit and shall recalculate the Concession Commissions and the

resulting Concession Management Fee attributable to Concession Commissions for such Contract Year. In the event that the amount of the Concession Management Fee for such Contract Year which was paid based on Contractor's invoices differs from such recalculated amount, Contractor shall promptly pay to Owner any excess amount that was paid, or Owner shall promptly pay the shortfall, as the case may be. The overall Concession Management Fee shall be subject to audit and adjustment pursuant to Sections 6.06 and 10.05 of the Management Agreement.

Section 5.03 Auditors of Public Accounts.

The Concession Management Fee for any Contract Year shall remain subject to adjustment for a period of three (3) years in the event of an audit by the Auditors of Public Accounts pursuant to Chapter 23 of the General Statutes.

ARTICLE VI

TERM

Section 6.01 Term.

(a) The term of this Agreement shall commence at 12:01 a.m. on July 1, 2007 and shall end at midnight on June 30, 2012 (the "Scheduled Termination Date"), unless earlier terminated pursuant to the provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement, if it has not sooner terminated or been terminated in accordance with its terms, shall be terminable by Owner, without penalty or cause, as of the end of the third (3rd) Contract Year (June 30, 2010), provided notice of such early termination is given to Contractor by Owner no later than January 1st of the third Contract Year (January 1, 2010).

(b) If this Agreement is then still in effect, upon written notice to Contractor given prior to January 1, 2011, Owner may extend this Agreement at Owner's sole option for a period of five (5) additional years with an option of Owner to cancel after three (3) years, but only in connection with a similar extension of the Management Agreement. Owner and Contractor also reserve the right to mutually agree upon an extension of, or amendments to, this Agreement on such other terms as they deem to be appropriate. Nothing in this subsection (b) shall commit Owner, or entitle Contractor, to any such extension.

Section 6.02 Early Termination.

(a) In the event that the Management Agreement terminates or is terminated for any reason, then this Agreement shall also terminate without separate or further notice, such termination to be effective contemporaneous with the termination of the Management Agreement.

(b) Either party shall have the right to terminate this Agreement prior to the expiration of the Term pursuant to Sections 11.01, 11.02, 12.02 and 12.22.

(c) The effect of any such termination of this Agreement shall be governed by Section 11.03.

Section 6.03 Subsequent Management Contract.

In anticipation of the Scheduled Termination Date or earlier termination of this Agreement, Owner reserves the right to invite proposals from, and discuss and negotiate a subsequent catering and concessions management contract with, any Person, and the right to select a successor catering and concessions management company through competitive negotiation or any other selection process complying with Applicable Law.

ARTICLE VII

EMPLOYEES

The Concession Agreement shall include or incorporate the following provisions of this Article VII:

Section 7.01 Employment Preferences.

Concessionaire shall agree to make reasonable efforts to hire or cause to be hired as Concession Employees at the Stadium, at all levels of employment, available and qualified residents of the Town of East Hartford and the City of Hartford and available and qualified members of minorities, as defined in Section 32-9n of the General Statutes.

Section 7.02 Employment Practices; Permanent Jobs Initiative.

(a) In furtherance of its responsibilities under Section 7.01, Concessionaire shall employ industry standard job advertising and recruitment practices in an effort to attract qualified residents of the Town of East Hartford and the City of Hartford and minorities as applicants for all C&C Operations jobs at the Stadium, and otherwise to comply with all Applicable Laws relating to hiring and employment practices in connection C&C Operations, including taking affirmative action to provide equal opportunity for employment without regard to race, creed, color, age, national origin, ancestry or gender.

(b) Concessionaire shall be advised by Contractor that a jobs initiative program has been developed which, among other activities, is expected to target unemployed and underemployed residents of the City of Hartford for operations jobs related to the Stadium (the "Permanent Jobs Initiative"). The elements of the Permanent

Jobs Initiative are expected to include (i) community outreach to identify suitable unemployed and underemployed City of Hartford residents, (ii) arrangements for necessary job skills training for available operations jobs at the Stadium and (iii) ongoing job support services to those hired for such operations jobs. When the Permanent Jobs Initiative is operational, Concessionaire shall agree to make reasonable good faith efforts to hire and retain qualified job applicants identified, trained and made available through the Permanent Jobs Initiative for available C&C Operations jobs at the Stadium. Each time that such job openings are identified or listed, first consideration shall be given to residents of the Town of East Hartford and residents of the City of Hartford then identified, trained and available through the Permanent Jobs Initiative. Concessionaire shall acknowledge that the goal of the Permanent Jobs Initiative is to assist in reaching the goal that thirty-five percent (35%) of operations jobs at the Stadium be offered to residents of the Town of East Hartford and the City of Hartford, but it is recognized that the achievement of such hiring goal will be dependent, in part, upon the success of the Permanent Jobs Initiative in making qualified residents of the City of Hartford available to Concessionaire as applicants at the times that job openings need to be filled in order not to delay the Opening Date. Nothing in this Section 7.02(b) shall require Concessionaire to hire or retain workers that Concessionaire reasonably believes are not qualified for such available jobs. The employment preference requirements set forth in Sections 7.01 and 7.02 shall operate concurrently, with the effect that job offers to City of Hartford residents through the Permanent Jobs Initiative pursuant to Section 7.02 may be considered in connection with the determination of whether a reasonable effort has been made to hire City of Hartford residents as required by Section 7.01, and, for purposes of determining compliance with Sections 7.01 and 7.02; efforts made or jobs offered pursuant to such Sections shall be counted notwithstanding the fact that such efforts or job offers may also satisfy other job preference requirements under Applicable Laws or agreements with Governmental Authorities.

Section 7.03 Prevailing Wage Requirements.

Concessionaire shall acknowledge that, pursuant to Section 31-57f of the General Statutes relating to standard wage rates for certain service workers, the Concession Agreement will be treated as a contract with the State of Connecticut. Concessionaire shall agree that wages and benefits shall be paid and provided to all service workers employed by Concessionaire at the Stadium at levels satisfying the requirements of Section 31-57f of the General Statutes, and that Concessionaire shall comply with the reporting and other requirements of Section 31-57f.

Section 7.04 Subcontractor Compliance.

If any services that would ordinarily give rise to C&C Operations jobs at the Stadium are subcontracted by Concessionaire pursuant to the Concession Agreement, the subcontract shall require that such subcontractor expressly agree to comply with the employment preference, employment practices and prevailing wage requirements set forth in Sections 7.01, 7.02 and 7.03 with respect to all paid employees of the subcontractor providing such services, to the extent applicable as a matter of law to such subcontractor. Nothing in this Section 7.04 shall prohibit arrangements by Concessionaire with non-profit charitable and civic organizations who provide volunteers to staff Concession Stands and act as concession vendors in return for contributions to such organizations by Concessionaire.

Section 7.05 Contract Compliance Monitoring.

Concessionaire shall acknowledge that Section 32-655(c) of the General Statutes requires Owner to designate a stadium facility operations contract compliance officer (the "Contract Compliance Officer") to monitor compliance by Owner, Contractor and Concessionaire with provisions of the Implementing Legislation, the State Contracting Requirements and other applicable provisions of State law relating to the

management and operation of the Stadium, and with applicable requirements of contracts (including Articles VII and X of this Agreement), relating to set-asides for small contractors and minority business enterprises and required efforts to hire available and qualified members of minorities and available and qualified residents of the Town of East Hartford and the City of Hartford for operations jobs with respect to the Stadium. Pursuant to such the Implementing Legislation, the Contract Compliance Officer is required to file annual reports of findings and recommendations with Owner. Owner shall provide to Contractor and Concessionaire the name, address and telephone number of the Contract Compliance Officer. Concessionaire shall agree (a) to cooperate with the Contract Compliance Officer, (b) to provide such information with respect to job recruitment, job offers, employee residence, wage rates, contract awards to small contractors and minority business enterprises, and other relevant workforce, payroll and subcontracting records, as may be reasonably requested from time to time by the Contract Compliance Officer. In the event that any report of such Contract Compliance Officer includes findings or recommendations to the effect that applicable employee preference or contractor set-aside requirements are not being complied with in respect of the management and operation of the Stadium, Concessionaire shall be required to promptly prepare and submit to Owner its plan of action to remedy such non-compliance (and/or evidence rebutting the finding of non-compliance by the Contract Compliance Officer) and, upon approval by Owner, shall promptly and diligently implement any such plan of action.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

The Concession Agreement shall include, and Concessionaire shall expressly agree to be bound by, the following provisions of this Article VIII for the express benefit of both Contractor and Owner:

Section 8.01 Indemnification.

(a) Concessionaire shall indemnify, defend and hold harmless Owner, Contractor and their respective officers, agents and employees from and against any and all Losses arising from (i) the fact that at any time during the term of the Concession Agreement Concessionaire has failed in any material respect to comply with all Applicable Laws applicable to C&C Operations, (ii) disclosure by Concessionaire of any confidential or proprietary information of any third party to any person or entity (including without limitation Owner, Contractor or their representatives) or infringement of any trade secrets or copyrights of any third party, (iii) any unlawful acts on the part of Concessionaire or its officers employees, agents or subcontractors during the term of the Concession Agreement, (iv) personal or bodily injury to or death of persons or damage to Owner's property or the property of Contractor or others to the extent caused by the negligent acts or omissions or the willful misconduct of Concessionaire or its officers, employees, agents or subcontractors in the performance of the Concession Agreement, or (v) acts of Concessionaire or its officers, employees, agents or subcontractors in violation of or outside the scope of the authority granted by the Concession Agreement; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (A) arise from the negligent acts, errors and/or omissions or the willful misconduct of the indemnified party, or (B) arise from any breach or default by the indemnified party of its obligations under the Concession Agreement.

(b) The provisions set forth in subparagraph (a) above shall survive termination of this Agreement and the Concession Agreement; provided, however, that a claim for indemnification pursuant to Section 8.01 shall be valid only if the party entitled to such indemnification provides written notice thereof to Concessionaire prior to three (3) years following the date of termination of this Agreement.

(c) The terms of all insurance policies required under Section 8.02 shall preclude subrogation claims against Owner and Contractor and their respective officers, employees and agents. With respect to the selection of counsel to provide the defense obligations of Concessionaire under subsection (a) of Section 8.01 hereof, if such defense obligations involve a Loss which is or may be covered by any insurance maintained by Concessionaire under Section 8.02 hereof, the selection of such counsel shall be made as required by the applicable insurance policy, and Concessionaire shall notify Owner and Contractor of such selection; in all other cases under Section 8.01 the selection of such counsel shall be by the indemnified party or its insurance carrier, subject to the approval of Concessionaire, which shall not be unreasonably withheld.

(d) For purposes of this Section 8.01, "Losses" shall mean any and all liability, loss, damage, claim, expense, cost, obligation or injury resulting from any and all third party claims, actions, suits, proceedings, demands, assessments and judgments, together with reasonable costs and expenses including the reasonable legal expenses relating thereto.

Section 8.02 Liability Insurance.

(a) Concessionaire shall secure and deliver to Owner and Contractor prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of this Agreement, a commercial general liability insurance policy, including bodily injury and property damage, covering the C&C Operations and loss and damage to the Managed Facilities occurring in connection with

C&C Operations, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000.00) for bodily injury and property damage in the aggregate per policy year, including products and completed operations, blanket contractual liability and contingent liquor liability coverage. Concessionaire shall also maintain excess/umbrella liability insurance for the business and employers' liability matters covered by the policies described in subsections (a) and (b) of Section 8.02 and Section 8.03 hereof with an aggregate limit approved by Owner.

(b) Concessionaire shall also secure and deliver, prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of this Agreement, Business Automobile Insurance for business use covering all vehicles operated by Concessionaire's officers, agents and employees in connection with the C&C Operations, whether owned by Concessionaire or otherwise, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Concessionaire shall be the named insured under all such policies. Owner and Contractor shall each be an additional insured under the foregoing insurance policies, as its interests may appear, and said policies shall contain a provision covering Concessionaire's indemnification liabilities to Owner and Contractor (to the extent that the loss is of a nature that it would otherwise be covered under such insurance).

(d) The original or a certified copy of the policies required by subsections (a) and (b) (with required policy endorsements), together with certificates evidencing the existence such policies, all in such form as Owner may reasonably require, shall be delivered to Owner and Contractor prior to the commencement of the term hereunder. Notwithstanding the provisions of this Section 8.02, the above policies may contain exclusions from coverage which are reasonable and customary for policies

of such type. Each such policy or certificate shall contain a valid provision or endorsement to the effect that the policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to Owner and Contractor, sent by certified mail.

(e) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to Owner and Contractor at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter; and the original or a certified copy of each such renewal or replacement insurance policy (with all required policy endorsements) shall be delivered to Owner as soon as it is available.

(f) All insurance procured by Concessionaire in accordance with the requirements of this Agreement shall be primary over any insurance carried by Owner or Contractor and not require contribution by Owner or Contractor.

(g) Coverage for business liability risks required hereunder may be provided under a contract of insurance also covering other entities or locations of Concessionaire provided that aggregate limits meeting the requirements hereunder and applicable only to the Stadium are separately set forth.

Section 8.03 Workers Compensation Insurance.

Concessionaire shall at all times maintain worker's compensation insurance (including occupational disease hazards) and Employer's Liability insurance, insuring its employees at the Stadium in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Concessionaire's excess/umbrella coverage, the Employer's Liability Insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

ARTICLE IX

OWNERSHIP OF ASSETS; WORK PRODUCT

Concessionaire shall expressly agree to be bound by the following provisions of this Article IX:

Section 9.01 Ownership of Assets.

The ownership of the Stadium, including buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property shall remain with Owner. Ownership of and title to all intellectual property rights of whatsoever value, held in Owner's name shall remain in the name of Owner. The ownership of data processing programs and software owned by Owner shall remain with Owner, and the ownership of data processing programs and software owned by Concessionaire shall remain with Concessionaire. Concessionaire shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by Owner for the use of the Stadium, unless written consent is granted by Owner. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by Concessionaire with Owner's funds for use at and for the Stadium shall vest in Owner automatically and immediately upon purchase or acquisition. Concessionaire shall not cause or permit the assets of Owner as described herein to be pledged, liened, encumbered or otherwise alienated or assigned (other than mechanics' and materialmen's liens or title retention under financing leases on personal property in the ordinary course of business of the Stadium) without the prior approval of Owner.

Section 9.02 Ownership of Reports and Documents; Confidentiality.

(a) Any reports, records, financial statements and other documents prepared by Concessionaire or maintained by Concessionaire at the Stadium pursuant to the performance of its services under the Concession Agreement (the "Work Product") are the exclusive property of Owner and shall not be used by Concessionaire for any other purpose without the express written consent of Owner in each instance, notwithstanding the fact that Concessionaire shall be deemed the author of such documents; provided that nothing in this Section 9.02 is intended to affect the rights of Concessionaire in (and "Work Product" shall be deemed to exclude) any proprietary reporting system or format, or any personnel records relating to Concessionaire's employees, or any proprietary procedures, manuals or similar materials. Owner has the exclusive right to use, copy and reproduce the Work Product in connection with the further planning, operating, use and occupancy of the Stadium. Owner shall take reasonable precautions that such documents are not utilized by any employee, officer or agent of Owner for any purpose other than as described in the immediately preceding sentence.

(b) Except with Owner's approval, during and after the term of this Agreement, Concessionaire shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than Owner, its designated representatives, and Concessionaire's attorneys and accountants, or other than as required by law, any non-public information which it may have obtained during the term of this Agreement concerning any matter relating to its services hereunder or the regular business of Owner.

(c) The obligations of the parties under this Section 9.02 shall not apply to information which (i) at the time of disclosure thereof, is in the public domain, (ii) after disclosure, becomes a part of the public domain by publication or otherwise, except by breach of this Section 9.02 by the party receiving such information (the

“Recipient Party”), (iii) the Recipient Party can establish was lawfully in its possession at the time of disclosure thereof, (iv) the Recipient Party receives from a third party who has the right to, and legally does, disclose the same to the Recipient Party, (v) the Recipient Party can demonstrate was independently developed by the Recipient Party’s employees who did not have access, directly or indirectly, to such information, or (vi) is required to be disclosed by statute or judicial or administrative process or, in the opinion of counsel, by other mandatory requirements of law.

ARTICLE X

COMPLIANCE WITH LAWS; TAXES; STATE CONTRACTING REQUIREMENTS

Concessionaire shall expressly agree to be bound by the following provisions of this Article X:

Section 10.01 Permits and Licenses.

Concessionaire shall use reasonable efforts to procure all Governmental Permits required in connection with C&C Operations. Owner and Contractor shall cooperate with Concessionaire in applying for such permits and licenses, including any liquor license(s) pertaining to the Stadium. Concessionaire shall deliver copies of all such permits and licenses to Owner and Contractor. Concessionaire shall pay promptly all license fees and permit fees of whatever nature arising from C&C Operations.

Section 10.02 Taxes.

Concessionaire shall promptly pay all taxes attributable to C&C Operations, including catering and concession sales, or the ownership by Concessionaire of personal property located at the Stadium, including all sales and use taxes, employment taxes, personal property taxes, franchise taxes, excise taxes, federal and state income taxes and all other governmental taxes and assessments attributable to C&C Operations.

Section 10.03 Governmental Compliance.

(a) Concessionaire, its officers, agents and employees shall comply with all Applicable Laws relating to C&C Operations. Concessionaire acknowledges that

nothing in this Agreement is in derogation of or restricts the exercise of the police powers of the State of Connecticut.

Section 10.04 State Contracting Requirements.

With respect to the operation, promotion management of the Stadium and the performance by Concessionaire of its other obligations under the Concession Agreement, Concessionaire agrees to comply with all applicable additional contracting requirements of the State of Connecticut set forth in attached Exhibit A, and for purposes of Exhibit A and this Section 10.04 only, Concessionaire shall be deemed a “Contractor”, and the Concession Agreement shall be deemed the “Contract”. In the event of any inconsistency between the requirements of Exhibit A and the requirements of Applicable Law, including the Implementing Legislation, such requirements of Applicable Law shall govern.

Section 10.05 Small Contractor and Minority Business Enterprise Set Asides.

Concessionaire shall acknowledge that contracts for goods and services required in connection with the operations of the Stadium are subject to the applicable requirements of Section 4a-60g of the General Statutes relating to a set-aside program for small contractors and minority business enterprises and agrees to cooperate with Owner and Concessionaire, and with the Department of Administrative Services (or its successor) as administrator of the set-aside program, in an effort to achieve compliance by Owner with applicable requirements of Section 4a-60g. In connection with the selection of vendors and suppliers, Contractor shall direct and coordinate compliance with the set-aside program, shall provide regular reports to Owner with respect to such compliance, and shall take all other actions within the scope of its other responsibilities under this Agreement to achieve compliance with the set-aside program.

Section 10.06 Contract Compliance.

Concessionaire shall acknowledge that the award and administration of the Concession Agreement is subject to (i) applicable requirements of the Implementing Legislation, (ii) applicable additional contracting requirements of the State of Connecticut set forth in attached Exhibit A, including to the extent made applicable to subcontractors by the terms thereof, and (iii) the requirements of Articles VIII and X with respect to contractor and employee set-asides and preferences (all together, the “State Contracting Requirements”).

ARTICLE XI

DEFAULTS; TERMINATION; DISPUTE RESOLUTION

Section 11.01 Termination Upon Default.

Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (a) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (b) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

Section 11.02 Termination Other than Upon Default.

Owner shall have the right to terminate this Agreement if Contractor becomes insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of creditors, or files any proceeding under any bankruptcy or insolvency laws seeking reorganization or other relief from its creditors, or such proceeding is filed against it and remains undismissed for a period of one hundred twenty (120) days.

Section 11.03 Effect of Termination; Remedies.

In the event this Agreement is terminated for any reason, Owner shall promptly pay Contractor all Concession Management Fees earned to the date of termination. Upon termination of this Agreement, all further obligations of the parties hereunder shall terminate, except for the obligations under this Section 11.03 and Sections 4.06, 4.07, 5.03, 8.01, 9.01 and 9.02; provided, however, that in the event of termination pursuant to Section 11.01, the non-defaulting party shall be entitled to pursue any other rights or remedies pursuant to this Agreement or as may otherwise be available in law or equity pursuant to the procedures, in the forums and subject to the limitations set forth in Section 11.04. In no event shall Owner or Contractor be entitled to consequential damages (including lost profits) or any other damages in excess of compensatory damages from breach or default under this Agreement.

Section 11.04 Dispute Resolution.

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business, specifically referring to this Section 11.04. The receiving party shall promptly submit to the other a written response. The notice and the response shall each include a statement of the party's position and a summary of arguments supporting that position. Unless such dispute is then resolved, the parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for relevant information made by one party to the other should be honored. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and the FOIA. The parties shall continue to perform under this Agreement while any such dispute is pending.

(b) It is the goal of the parties to attempt to negotiate resolutions within thirty (30) days of the date a dispute arises. Therefore, any dispute that has not been resolved by negotiation as provided in subsection (a), above, within such period of thirty (30) days may be submitted by any party for nonbinding arbitration in accordance with the CPR Rules for Non-Administered Arbitration in effect on the date of this Agreement by a sole arbitrator. Upon any conflict between said Rules and this Agreement, the provisions of this Agreement shall be controlling.

(c) The parties shall first confer on the selection of a sole arbitrator, as provided in Rule 5.3 of the CPR Rules for Non-Administered Arbitration, and any arbitrator jointly selected by them need not be listed on any CPR panel of arbitrators. If the parties are unable to agree on the selection of a sole arbitrator, the CPR shall select the sole arbitrator, as provided in Rule 6 of such Rules, with the cost of such selection services by the CPR to be shared equally by the parties.

(d) The place of arbitration shall be Hartford, Connecticut. The arbitration proceeding shall commence within thirty (30) days of the selection of the arbitrator, and shall be concluded, subject to extensions of time that may be mutually agreed upon by the parties, within sixty (60) days of the selection of the arbitrator. The arbitrator(s) shall render a written decision within thirty (30) days after the conclusion of the proceeding. The arbitrator(s) shall be required to state in the decision both the factual basis and the reasoning upon which the decision is based. The arbitrator(s) shall (i) in the case of disputes solely over the amount of money claimed by one party against the other adopt the dollar amount proposed by the party that most nearly approaches the dollar amount determined by the arbitrator(s) and (ii) in the case of disputes that are not solely over the amount of money claimed, adopt the position proposed by the party that most nearly reflects the purpose and intent of this Agreement.

(e) The parties are not, and shall not be, bound by the decision rendered in the arbitration. If either party is dissatisfied with the outcome of the

nonbinding arbitration, such party may bring an action in Superior Court, subject, however, in the case of any action against the State to all immunities and defenses arising out of the State's sovereign status and to the provisions of Chapter 53 of the General Statutes, in which action the results of the nonbinding arbitration may be admissible as evidence, but shall not establish any presumption and shall be entitled to such weight as the trier of fact shall accord it.

(f) The parties agree that the Superior Court of the State of Connecticut for the judicial district of Hartford (and, in the event of appeal, the appropriate appellate courts of the State of Connecticut) shall be the sole and exclusive jurisdiction and venue for any dispute or disagreement arising under or related to this Agreement and any action with respect to the performance of catering and concession management services or the payment of Concession Management Fees shall be brought, if at all, within three (3) years after such claim arises; provided, however, that nothing in this Section 11.04 shall be deemed to constitute (i) an assent by Owner to a grant of permission to sue by the Claims Commissioner pursuant to Chapter 53 of the General Statutes (as the same may otherwise be applicable), (ii) a waiver by Owner of its sovereign immunity, or (iii) a waiver by Contractor of any otherwise applicable statutory right of action against Owner. Neither the right to submit a dispute to non-binding arbitration under this Section 11.04, nor the pendency of any such non-binding arbitration, shall delay or limit the exercise by either party of such right as it may otherwise have to commence litigation in accordance with this subsection (f).

ARTICLE XII

MISCELLANEOUS

Section 12.01 AEG Guarantee.

The obligations of Contractor to the State under this Agreement shall be guaranteed by AEG Facilities, Inc. by delivery to the State prior to the Effective Date of a guaranty agreement substantially in the form of Exhibit C.

Section 12.02 Uncontrollable Circumstances.

(a) No party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by Uncontrollable Circumstances, if notice of such party's inability to perform including the reasons therefore is provided to the other party within ten (10) days of date on which such party renders, in good faith that the event of Uncontrollable Circumstances renders it unable to perform.

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be prohibited or rationed by any Applicable Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to Contractor shall be claimed by Owner or charged against Contractor, nor shall Contractor be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by

any present or future Applicable Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) In the event the Stadium is closed or becomes substantially untenable for the holding of Events to which the public is admitted by reason of casualty or any other reason, the term of this Agreement and Owner's and Contractor's respective rights, privileges and obligations shall abate, and shall resume at such time as the Stadium is opened or becomes tenable for Events, to which the public is admitted in the manner existing before such occurrence; provided, however, that in the event the Stadium remains untenable or closed for a period of one hundred and eighty (180) days during which no generally accepted plan for reopening is established, or for a total period of two (2) years, this Agreement may be terminated by Contractor or Owner upon thirty (30) days' advance written notice to the other party, given prior to the reopening of the Stadium.

(e) Contractor may suspend performance required under this Agreement, without any further liability, in the event of any Uncontrollable Circumstances or other occurrence, which circumstance or occurrence is of such effect and duration as to effectively curtail the use of the Stadium so as to effect a substantial reduction in the need for the services provided by Contractor for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, Contractor shall have the right to suspend performance retroactively effective as of the date of the use of the Stadium was effectively curtailed. "Substantial reduction in the need for these services provided by Contractor" shall mean such a reduction as shall make the provision of any services by Contractor economically impractical. No payments of the Management Fees otherwise due and payable to Contractor shall be made by Owner during the period of suspension. In lieu thereof, Owner and Contractor may agree to a reduced management fee payment for the period of reduction in services required.

Section 12.03 Governmental Immunity.

(a) The parties acknowledge that Owner reserves all immunities and defenses arising out of its sovereign status, including under the Constitution of the State of Connecticut and the Eleventh Amendment of the United State Constitution, and that no waiver of any such immunities or defenses shall be implied or otherwise deemed to exist by reason of its entering into this Agreement, by any express or implied provisions hereof (including Section 11.04 and subsection (c) of this Section 12.03), or by any actions or omissions to act by Owner or the Secretary or the State, whether taken pursuant to this Agreement or otherwise.

(b) Contractor shall not be entitled to claim as against any other person, and hereby expressly waive, any claim of the benefit of the sovereign immunity of Owner, except as Owner may direct in accordance with applicable statutory or case law. Nothing contained herein is intended to prohibit an assertion by Contractor that a legal action against it should be dismissed on the grounds that Owner is a necessary party to such action but cannot be joined as a party as a consequence of its right and defense of sovereign immunity.

(c) Nothing in this Agreement shall be deemed to constitute a waiver by Contractor of any otherwise applicable statutory right of action against Owner.

Section 12.04 Freedom of Information Act.

Owner has advised Contractor (and Contractor shall advise Concessionaire) that Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"), and that information relating to Contractor or Concessionaire and their affairs received or maintained by Owner shall constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner

provided in the FOIA, unless another specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

Section 12.05 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto; provided, however, (a) Owner's rights under this Agreement may be transferred or assigned to any other or successor public entity succeeding generally to the rights and obligations of the Secretary with respect to the Managed Facilities and (b) Contractor may at any time assign this Agreement, including all rights and obligations of Contractor hereunder, without the consent or approval of Owner, to (i) a corporation or limited liability company succeeding to substantially all of the business and assets of Contractor and having substantially the same ownership and management, or (ii) to AEG, to an Affiliate of AEG wholly or majority owned, directly or indirectly, by AEG, or to a successor by sale or merger to all or a substantial part of AEG's sports and entertainment facility ownership and management business. Upon written notice of any permitted assignment from Contractor to Owner, the permitted assignee shall be substituted for, and shall succeed to the rights and obligations of Contractor under this Agreement and Contractor shall be relieved and released from any obligations arising under this Agreement after such permitted assignment, all without any further act or instrument of assignment, provided that Contractor causes such assignee to execute an instrument of assumption of liability with respect to this Agreement.

Section 12.06 No Third Party Beneficiaries.

This Agreement is for the exclusive benefit of the parties hereto and no rights of third party beneficiaries, including Concessionaire, are created hereby, except that (without intending to create any third party beneficiary rights in favor of any group

or individual) it is recognized that Owner is entering into this Agreement to achieve the public benefits contemplated by the Implementing Legislation.

Section 12.07 Precedence.

In the case of any inconsistency between the provisions of this Agreement or the Concession Agreement and the provisions of the Implementing Legislation, the provisions of the Implementing Legislation shall govern.

Section 12.08 Certain Legal Fees.

Contractor, on the one hand, and Owner, on the other hand, each shall be responsible for the fees and disbursements of their own counsel in connection with the negotiation, preparation and execution of this Agreement.

Section 12.09 Entire Agreement.

This Agreement sets forth the entire understanding and supersedes all prior and contemporaneous oral and written agreements between the parties relating to the subject matter contained herein, and merges all prior and contemporaneous discussions between them.

Section 12.10 Severability.

The parties expressly agree that it is not their intention to violate any public policies, statutory or common laws, rules, regulations, treaties or decisions of any government or agency thereof. If any provision of this Agreement is judicially or administratively interpreted or construed as being so in violation, such provision shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto.

Section 12.11 Approvals by Owner.

Except as otherwise may be expressly provided herein, whenever this Agreement calls for the approval, consent, waiver, acceptance, concurrence or permission of Owner, the approval, consent, waiver, acceptance, concurrence or permission of the Secretary or any designee of the Secretary shall, as between Owner and Contractor, be sufficient for such purposes.

Section 12.12 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by telecopy with confirmed receipt, or if delivered to Federal Express or other reputable overnight carrier for next business day delivery, charges billed to or prepaid by shipper, or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to Contractor:

Northland AEG LLC
c/o AEG
1100 South Flower Street, Suite 3200
Los Angeles, CA 90015

Attention: John Keenan, Esq.

Facsimile: (213) 763-7711

with a copy to:

Bishop, Jackson & Kelly, LLC
80 Ferry Boulevard, Suite 103
Stratford, CT 06615

Attention: Bruce D. Jackson, Esq.

Facsimile: (203) 386-1795

and with a copy to:

Northland Investment Corporation
2150 Washington Street
Newton, MA 02462

Attention: Suzanne D. Abair, Esq.

Facsimile: (617) 630-7201

If to Owner:

Office of Policy and Management
Office of Finance
450 Capitol Avenue, MS#55SEC
Hartford, CT 06106-1308

Attention: Michael B. Mehigen

Facsimile: (860) 418-6487

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919

Attention: Scott L. Murphy, Esq.

Facsimile: (860) 251-5212.

Each notice, demand or request shall be effective upon personal delivery, or upon confirmation of receipt of the applicable telecopy, or one (1) Business Day after delivery to a reputable overnight carrier in accordance with the foregoing, or three (3) Business Days after the date on which the same is deposited in the United States mail in accordance with the foregoing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall not adversely impact the effectiveness of any such notice, demand or request. Any addressee may change its address for notices hereunder (including additional copies thereof) by giving written notice in accordance with this Section.

Section 12.13 Disclaimer.

Contractor acknowledges that its officers, employees and agents have had adequate opportunity to inspect the Stadium and evaluate the proposed operations thereof, and have sufficient familiarity with such matters to make an informed judgment as to the condition, value, status, operation and suitability thereof without any reliance on any representation of Owner not made expressly in this Agreement.

Section 12.14 Amendment.

This Agreement may be modified or amended only by written instrument signed by the duly authorized officers of the parties hereto. Contractor shall promptly notify the Surety as to any such modification or amendment.

Section 12.15 Counterparts.

This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.

Section 12.16 Governing Law.

The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Connecticut, without regard to its conflict of laws rules.

Section 12.17 Binding Effect.

This Agreement shall be binding upon the parties and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Contractor may not assign its rights or obligations hereunder except as permitted in Section 12.05.

Section 12.18 Waiver.

The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any provision, term, or condition of this Agreement, shall not constitute a waiver or in any way limit or prevent subsequent enforcement of any such provision, term or condition. The receipt by either party of any payments from the other, with or without knowledge of the breach of any such provision, term, condition, rule or regulation, shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing signed by such party.

Section 12.19 Rights Cumulative.

The various rights, powers and remedies of each party hereto shall not be considered as exclusive of, but shall be considered cumulative to any of the rights,

powers, and remedies now or hereafter existing at law, in equity, by statute or by agreement between said parties.

Section 12.20 Independent Contractor Relationship.

Owner and Contractor each acknowledge and agree that Contractor is an independent contractor and that Owner and Contractor are not joint venturers, partners, or otherwise related to each other in any capacity as a result of this Agreement. It is specifically agreed that Contractor is not an employee of Owner, that the employees performing management services under this Agreement will be solely employees of Contractor and not employees of Owner and that no employees of Owner shall be deemed employees of Contractor. Contractor shall be accountable for any violations of Applicable Laws which result from acts or omissions of Contractor's employees, and Contractor shall be subject to the contractual agreements, default, remedy, indemnity and other provisions of this Agreement as between Owner and Contractor with respect thereto.

Section 12.21 No Agency Relationship.

Contractor shall not be deemed to be an agent of Owner except to the limited extent specifically provided in this Agreement, if any. Contractor shall have no power to bind Owner except as specifically set forth herein.

Section 12.22 Tax-Exempt Bonds.

Contractor acknowledges that the Stadium was financed in part with the proceeds of tax-exempt bonds, and Owner and Contractor agree that it is their intent that (a) this Agreement and the activities of Contractor and Concessionaire contemplated hereunder involve the use only of Private Activity Areas, and (b) neither this Agreement nor the Concession Agreement, nor anything done pursuant hereto or thereto, jeopardize

the tax-exempt status of such bonds. All provisions of this Agreement shall be interpreted so as to give effect to such intent of the parties, and, if nationally recognized bond counsel to Owner at any time determines that an amendment to this Agreement is necessary in order to satisfy the Private Activity Bond Rules, Owner and Contractor agree promptly to negotiate in good faith and enter into such amendment, provided, however, that Contractor shall not be required to enter into any such amendment if it would adversely affect the benefits and burdens of Contractor hereunder. If such an amendment is required and not entered into and nationally recognized bond counsel to Owner determines that there is a material risk of a determination of taxability with respect to such bonds, Owner, upon thirty (30) days' prior written notice to Contractor, may terminate this Agreement.

Section 12.23 Representations and Warranties.

(a) Representations and Warranties of Contractor.

Contractor hereby represents and warrants to Owner as follows:

- (i) Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all the requisite power and authority to enter into this Agreement and to perform Contractor's obligations hereunder. Contractor is a member-managed limited liability company. Contractor is qualified to transact business as a foreign limited liability company under the laws of the State of Connecticut. Contractor's sole members are Northland Sports Management LLC and AEG Facilities, Inc.

- (ii) The execution and delivery of this Agreement by Contractor and the performance of its obligations hereunder have been duly authorized by all requisite action of Contractor and its member(s).

- (iii) This Agreement has been duly executed and delivered by Contractor and constitutes the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

- (iv) The execution and delivery of this Agreement by Contractor and the performance of its obligations hereunder do not conflict with or constitute a default under or violation of any term of the organizational documents of Contractor or under any loan agreement, lease, indenture, mortgage or other contract to which Contractor, its members, or Northland or AEG is a party or by which any such party or its property is bound, or any judgment, order, decree or ruling to which any such party or its property is subject.

- (v) There is no threatened or pending litigation, or other governmental orders, proceedings or lawsuits involving Contractor, its members, or Northland or AEG, which individually or in the aggregate would be reasonably expected to have an adverse effect on Owner or any of its rights or interests under this Agreement.

(b) Representations and Warranties of Owner.

Owner hereby represents and warrants to Contractor as follows:

- (i) Owner has all requisite power and authority under the Implementing Legislation to enter into and perform its obligations under this Agreement.
- (ii) The execution and delivery of this Agreement by Owner and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of Owner.
- (iii) This Agreement has been duly executed and delivered by Owner and constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by the doctrine of governmental immunity as more fully set forth in Section 12.03.
- (iv) The execution and delivery of this Agreement by Owner and the performance by Owner 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 Owner is a party or by which it or the Managed Facilities is bound, or any judgment, order, decree or ruling to which it or the Managed Facilities is subject.
- (v) There is no threatened or pending litigation, or other governmental orders, proceedings or lawsuits involving

Owner or the Managed Facilities, which individually or in the aggregate would be reasonably expected to have an adverse effect on Manager or any of its rights or interests under this Agreement.

Section 12.24 Agreement Not A Lease.

It is agreed that this Agreement is a management agreement and not a lease, that no leasehold or tenancy is to be created hereby, and that this Agreement shall not be construed as to create the relationship of landlord and tenant.

[The signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

NORTHLAND/AEG LLC

By: 
Name: Robert Newman
Title: Chief Operating Officer

STATE OF CONNECTICUT,
acting by and through
the Secretary of the
Office of Policy and Management

By: _____
Robert L. Genuario
Secretary of the Office of
Policy and Management

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

NORTHLAND AEG LLC

By: _____
Name:
Title:

STATE OF CONNECTICUT,
acting by and through the
Secretary of the
Office of Policy and Management

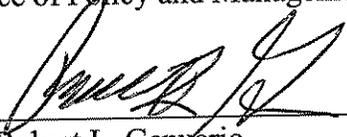
By:  _____
Robert L. Genzario
Secretary of the Office of
Policy and Management

EXHIBIT A

ADDITIONAL STATE CONTRACTING REQUIREMENTS

1. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Contract and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this Contract. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Contract.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Contract for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.

2. Promotion

Except as expressly provided in the Contract with respect to the State and the Facilities, unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (i) in any advertising, publicity, promotion; or
- (ii) to express or to imply any endorsement of Contractor's products or services; or
- (iii) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (i) and (ii) above), except only to manufacture and deliver in accordance with this Contract such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

3. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Contract, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure.

4. Freedom of Information Act

The State is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Contract and any correspondence, documents or other information delivered to the State in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under General Statutes §1-210(b), FOIA includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute", but only the particular information falling within one of these exemptions can be withheld by the State if the State receives a FOIA request that encompasses such information.

In particular, Contractor should be aware that:

- (i) the State has no obligation to notify the Contractor of any FOIA request received by the State;
- (ii) the State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;
- (iii) the State may in its discretion notify Contractor of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;
- (iv) Contractor will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and
- (v) in no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State's possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.

5. Subpoenas

In the event the Contractor's records relating to the State are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall promptly notify the State of such subpoena and provide the State with a copy of the subpoena.

6. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the Contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the Contract as it may be amended will render the Contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

7. Non-Discrimination and Executive Orders

- (a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner

prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous

places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

8. Executive Orders

- (a) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Contract is completed or terminated prior to completion.
- (b) The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- (c) This Contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) This Contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the Contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

9. Code of Ethics Compliance

Contractor acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential

State Contractors" as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor.

10. Disclosure of Consulting Agreements

If this Contract has a value to the State of \$50,000 or more in any calendar or fiscal year, the Contract shall not become effective until the Contractor has completed and furnished the affidavit with respect to consulting agreements required by § 4a-81 of the Connecticut General Statutes, which form of affidavit is available on the Web site of the Office of Policy and Management at www.opm.state.ct.us.

11. Gift Certification

If this Contract has a cost to the State of \$50,000 or more in any calendar or fiscal years, the contract shall not become effective until the requirements of § 4-252 of the Connecticut General Statutes, as amended, have been satisfied, including the delivery of the certification of the Contractor with respect to gifts and other matters required by subparagraph (c) thereof, which form of certificate is available on the Web site of the Office of Policy and Management at www.opm.state.ct.us.

12. Termination For Cause

Pursuant to Executive Order No. 7C of Governor M. Jodi Rell, Contractor acknowledges and agrees that the State may terminate this Contract in the event that Contractor is found to have violated provisions of the Code of Ethics applicable to the award of or administration of this Contract or to have engaged in conduct evidencing a wanton or reckless disregard of the requirements of the State procurement process by which this Contract was awarded.

13. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

14. Whistleblower Protection

If any officer or employee of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of Connecticut General Statutes § 4-61dd relating to large state contractors.

15. State Contractor Campaign Contribution Prohibition

The authorized signatory to this Contract expressly acknowledges receipt of the following State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such notice.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively

amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

"State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

As used in this Exhibit A, "State" shall include the Office of Policy and Management.

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EXHIBIT B

CURRENT CONCESSION AGREEMENT

[Delivered Separately]

EXHIBIT C

FORM OF AEG GUARANTY

THIS GUARANTY (this "Guaranty") is made as of May 25, 2007 from **ANSCHUTZ ENTERTAINMENT GROUP, INC.**, a corporation organized and existing under the laws of the State of _____, ("Guarantor"), to **STATE OF CONNECTICUT**, acting by and through the Secretary of Office of Policy and Management, a public body under Connecticut law, and its permitted successors, transferees and assigns ("Owner").

RECITALS:

A. NORTHLAND AEG, LLC, a Delaware limited liability company and an affiliate of Guarantor ("NORTHLAND/AEG"), and Owner have executed and delivered a certain Stadium Management Agreement dated as of even date herewith (the "Management Agreement"), with respect to the management and operation of the Stadium and related facilities situated in East Hartford, CT commonly known as "Rentschler Field," which premises are described more particularly in the Management Agreement as the "Managed Facilities", and Owner and NORTHLAND/AEG have entered into a related Catering and Concessions Management Agreement, also of even date herewith (the "Concessions Agreement"), relating to the management of catering and concession services within and from designated areas of such Managed Facilities and other marketing services.

B. Pursuant to Section 5.08 of the Management Agreement and Section 12.05 of the Concession Agreement, NORTHLAND/AEG further agreed to supply Owner with a guaranty by Guarantor of NORTHLAND/AEG's performance under the Management Agreement and the Concessions Agreement (referred to collectively herein as the "Agreement").

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees with Owner as follow:

Section 1. Guaranty. Guarantor, jointly and severally, unconditionally and irrevocably guarantee (i) the performance by NORTHLAND/AEG of all its obligations, covenants, agreements, terms and conditions under the Agreement, including any renewals, extensions and modifications thereof. This Guaranty is irrevocable, unconditional and absolute. The obligations of Guarantor hereunder shall continue in

full force and effect against Guarantor for the unperformed obligations guaranteed hereby until fully performed or upon written release of Guarantor by Owner; provided, however, with respect to any such written release, no termination of this Guaranty shall affect in any manner any rights of Owner arising under this Guaranty with respect to liabilities arising prior to such written release by Owner, and the sole effect of any such written release by Owner shall be to exclude from this Guaranty liabilities arising thereafter. This Guaranty covers any and all of the obligations (the "Obligations") of NORTHLAND/AEG under the Agreement, whether presently outstanding or arising subsequent to the date hereof. This Guaranty is binding upon and enforceable against Guarantor and Guarantor's assigns and successors.

If for any reason any such agreement, covenant, term or condition is not performed or observed by NORTHLAND/AEG in accordance with the Agreement (after delivery of such notice as may be required by the Agreement and prior to the expiration of any applicable grace period), Guarantor promptly after notice thereof will perform and observe the same or cause the same promptly to be performed or observed, in any case regardless of (a) any defenses or rights of set-off or counterclaims that NORTHLAND/AEG may have or assert, or (b) whether Owner shall have taken any steps to enforce any rights against NORTHLAND/AEG or any other remedy thereunder as a result of the default of NORTHLAND/AEG thereunder.

Guarantor also agree to pay to Owner such further reasonable and actual amounts as shall be sufficient to cover the cost and expense actually incurred in collecting such sums, or any part thereof, or in otherwise enforcing the Guaranty, including, without limitation, reasonable attorneys' fees and disbursements. This Guaranty is a guaranty of performance and not of collection.

Section 2. Unconditional Obligation. The Obligations, covenants, agreements and duties of Guarantor under this Guaranty shall in no way be diminished or released by reason of the happening from time to time of any of following (except to the extent, if any, expressly granted or waived in writing by Owner with respect to Guarantor), although without notice to or the further consent of Guarantor:

(a) the waiver by Owner of the performance or observance by NORTHLAND/AEG, Guarantor, or any other party of any of the agreements, covenants, terms or conditions contained in the Agreement, except as to matters so waived;

(b) the extension, in whole or in part, of the time for performance by NORTHLAND/AEG or Guarantor of any Obligation, except to the extent of such extensions;

(c) the modification or amendment, whether material or otherwise, of any of the Obligation of NORTHLAND/AEG under the Agreement, whether the same be in the form of a new agreement or the modification or amendment of the

Agreement or of the Obligation of Guarantor under this Guaranty (any of the foregoing being a "Modification");

(d) any failure, omission or delay on the part of Owner to enforce, assert or exercise any right, power or remedy conferred on or available to Owner in or under the Agreement or any action of the part of Owner granting indulgence or extension in any form whatsoever, except to the extent such indulgence or extension constitutes a specific waiver such right, power or remedy under the Agreement.

(e) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshalling of assets and liabilities, receivership, conservatorship, custodianship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting NORTHLAND/AEG or Guarantor, or any other of their assets;

(h) any change in the corporate relationship between NORTHLAND/AEG and Guarantor or any termination of such relationship; or

(i) the inability of the NORTHLAND/AEG to perform any obligation, agreement, covenant, term or condition under any of the Agreement except by reason of any law, regulation or decree, now or hereafter in effect.

Section 3. Subrogation. Until such time as the Obligations have been fully performed, Guarantor waive any claim, right or remedy which Guarantor may now have or hereafter acquire against the NORTHLAND/AEG which arises hereunder and/or from the performance by Guarantor of their obligations hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy against the NORTHLAND/AEG, whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Section 4. Waiver; Independent Obligations. Guarantor hereby waive (a) notice of acceptance hereof (which acceptance is conclusively presume by delivery to Owner); (b) notice to Guarantor of nonperformance or other defaults under the Agreement; (c) notice of and/or any right to consent or object to the assignment of any interest in the obligations, the creation, advancement, accrual, renewal, increase, extension or rearrangement of the obligations and the amendment and/or modification of any of the instruments, agreements and documents executed in connection with the obligations; and (d) filing of suit and diligence by Owner in enforcement of the obligations. Guarantor also waives any right it may have (i) to require Owner to proceed against NORTHLAND/AEG or against any other party of (ii) to require Owner to pursue any remedy within the power of Owner, and Guarantor agrees that all of Guarantor's obligations under this Guaranty are independent of the obligations of

NORTHLAND/AEG under the Agreement or under any other instrument or agreement, and that a separate action may be brought against Guarantor, individually or jointly, whether or not an action is commenced against NORTHLAND/AEG under the Agreement.

Section 5. Assignments. Guarantor hereby consent to, and no further consent by Guarantor shall be required for, any assignment of rights or interest of Owner hereunder, in whole or in part, to any assignee of the Owner's interest in the Agreement that is permitted pursuant to the terms thereof. Owner will give notice to Guarantor of any such assignment, but failure to do so will not result in any liability or Owner, and will not affect in any manner the enforceability of this Guaranty, the rights and remedies or Owner hereunder or the obligations of Guarantor hereunder.

Section 6. Severability. In case one or more of the provisions hereof or of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7. Notice. All notices hereunder shall be in writing and all notices and other communications given hereunder shall be in writing and shall be deemed properly given if (a) personally delivered, or (b) sent by commercial expedited delivery services or certified United States mail, postage prepaid, return receipt requested addressed as follows or (c) sent by facsimile telephone transmission, followed by a mailing or delivery as provided in clause (b) made not later than the day following the facsimile transmission:

<p>Guarantor:</p> <p>Anschutz Entertainment, Inc. 1100 South Flower Street, Suite 3200 Los Angeles, CA 90015</p> <p>Attention: John Keenan, Esq. Facsimile: 213 763-7711</p>	<p>With a Copy to:</p> <p>Bishop, Jackson & Kelly, LLC 80 Ferry Boulevard, Suite 103 Stratford, CT 06615</p> <p>Attention: Bruce D. Jackson, Esq. Facsimile: 203 386-1282</p>
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<p>Owner:</p> <p>Office of Policy and Management 450 Capitol Avenue, MS#55SEC Hartford, CT 06106-1308</p> <p>Attention: Michael B. Mehigen</p> <p>Facsimile: (860) 418-6487</p>	<p>With a Copy to:</p> <p>Shipman & Goodwin LLP One Constitution Plaza Hartford, CT 06103-1919</p> <p>Attention: Scott L. Murphy, Esq.</p> <p>Facsimile: (860) 251-5212.</p>
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Each party may by notice to the other specify a different address for subsequent notice purposes. Notice shall be deemed effective on the date of actual receipt if delivered or sent by facsimile transmission or, if mailed alone, three (3) days after the date of mailing, whichever is earlier.

Section 8. Waiver. Notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by NORTHLAND/AEG under the Agreement are hereby waived by Guarantor.

Section 9. Governing Law. This Guaranty shall be construed in accordance with the laws of the State of Connecticut.

Section 10 Modification. This Guaranty may not be modified, supplemented or amended except by written agreement duly executed by Guarantor and Owner.

Section 11. Binding Effect. This Guaranty shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, successors and assigns.

Section 12. Captions. The captions herein after for ease of reference only and shall in no way define or limit the provisions hereof.

[This space was intentionally left blank.]

IN WITNESS WHEREOF the undersigned has executed this Guaranty on the date and years first written above.

**ANSCHUTZ ENTERTAINMENT
GROUP, INC.**

a _____ corporation

By: _____

Name: _____

Its: _____

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