

PARKING FACILITIES MANAGEMENT AGREEMENT

Northland AEG, LLC, a Delaware limited liability company having an office at One Civic Center Plaza, Hartford, CT 06103 (“Manager” or “Northland AEG”), as agent for the State of Connecticut acting by and through the Office of Policy and Management (“Owner”), and **Laz Parking, Ltd.**, a Connecticut corporation having an office at 15 Lewis Street, Hartford, Connecticut 06103 (“Contractor”) hereby agree as of July 1, 2008 as follows:

1. Background. Pursuant to that certain Stadium Management Agreement dated as of May 25, 2007 (“Management Agreement”), between Manager and Owner manages, among other things, certain public parking facilities as more specifically identified in Exhibit A attached hereto located at Rentschler Field in East Hartford, Connecticut, (collectively “the Parking Facilities”).

2. Engagement. Manager hereby engages Contractor to promote, staff, administer, manage, maintain and operate the Parking Facilities during the Term (as defined below) of this Agreement, all upon the terms and conditions hereinafter set forth, and Contractor hereby accepts such engagement as sole and exclusive contractor to manage and operate the Parking Facilities under the conditions, terms and compensation hereinafter set forth. Contractor acknowledges that Manager’s objectives with respect to the management of the Parking Facilities include: (i) to provide for the coordinated, integrated, efficient and cost-effective use and operation of the Parking Facilities in connection with public and private activities at Rentschler Field; (ii) to maximize net parking revenues; (iii) to provide a convenient, affordable, safe, secure and pleasant parking experience that will help attract visitors to Rentschler Field; (iv) to provide courteous, neat and professional parking services; and (v) to operate the Parking Facilities with the highest financial integrity and provide a clear, comprehensive system of financial reporting.

3. Standard of Performance. Manager shall perform its obligations hereunder in a prompt, careful, diligent, skillful and professional manner consistent with the Industry Standards (as defined below) and in compliance with applicable laws, subject, however, to the limitations of the Annual Budget (as defined below) and the other terms and conditions of this Agreement. Contractor shall promote, staff, administer, manage, maintain and operate the Parking Facilities in a manner designed to maximize operating revenues and minimize operating expenses and otherwise to conform, to the greatest practicable extent, to the Annual Budget, subject, however, to Contractor’s duty to act in light of the objectives stated in Section 2. “Industry Standards” shall mean the standards of professional, business-like and efficient management of parking facilities customary for similar facilities at other first-class stadiums and venues.

4. Term of Agreement. The term of this Agreement (“Term”) shall be five (5) years commencing July 1, 2008. For purposes of this Agreement, each “Year” shall commence on July 1st and conclude on June 30th on the following calendar year.

5. Duties of Contractor. The Contractor hereby agrees to perform the following services during the Term of this Agreement:

a) Manage, operate, direct, superintend the Parking Facilities to the best of it's ability in accordance with all valid governmental laws and regulations and in accordance with Industry Standards for a first class parking facility.

b) Collect all rental fees and other income, including sales tax, for and on behalf of the Manager, and deposit all such income into a bank account designated by the Manager. The parties agree that Manager is the "retailer" (as defined in Section 12-407(12) of the Connecticut General Statutes) of parking services at the Parking Facilities for purposes of Connecticut sales and use taxes. Contractor shall collect and remit such sales and use taxes on behalf of Manager, together with such other taxes on the parking fees and other revenues of the Parking Facilities as Manager and Contractor shall jointly determine, and Manager shall be responsible for remitting such taxes to the proper tax authorities under Manager's tax identification number.

c) Hire, discharge and pay all servants, employees or contractors necessary to be employed in the operation of the Parking Facilities. Contractor will utilize personnel practices, operating procedures, and performance standards (including, among other things standards for employee appearance and behavior) consistent with those generally applicable to those working at the Rentschler Field. If Contractor's employees and/or subcontractors at the Parking Facilities are not complying with such practices, procedures, and standards, Contractor shall take such measures as reasonably necessary to remedy such failure. Upon request from Manager, Contractor shall immediately reassign or remove from the performance of the services hereunder any of its employees or personnel supplied by Contractor, including any supervisory personnel, who, in the sole judgment of Contractor, engage in improper conduct, are not suitably attired or groomed, or are not otherwise, in the reasonable judgment Manager, suitable or acceptable or perform services or any tasks assigned to them.

d) Purchase and/or rent all equipment, tools, appliances, materials, supplies, signs and uniforms necessary for the efficient maintenance and/or operation of the Parking Facilities, subject to the Annual Budgets as approved by Manager. All items purchased or rented by Contractor under this subparagraph shall be subject to reimbursement by Manager as herein provided. Any/all items purchased or rented are subject to Manager's prior written approval and proper documentation.

e) Submit to the Manager or its designee, upon request, operating reports on forms provided by the Contractor for that purpose (but subject to Manager's approval regarding content), which will show such information as number of cars in and out each event, fees collected, number of parking tickets issued, register number, name of cashier, time worked, ticket numbers, register reading, treadle readings, voided tickets, cash deposited in Manager's bank accounts, errors corrected and any other information the Manager or its designee feels necessary or desirable for proper control of statistical purposes. This report shall cover the same period as is covered by a cash deposit.

f) Furnish monthly to the Manager a detailed statement of all disbursements for Annual Expenses for each month, such statement to be furnished on or before the 20th day of each month for the preceding month. Such statement shall be supported by canceled checks, vouchers, duplicate invoices, and similar documentation covering all items of expense, which shall be kept in the Contractor's office and be available for inspection by the Manager's representatives at all times.

g) Apply, in Manager's name and behalf, for all necessary governmental permits, licenses, and authorizations necessary for the lawful operation of the Parking Facilities for public parking of passenger cars, and will in Manager's name and behalf apply for and obtain renewals of any such permits, licenses and authorizations so as to keep the same in effect during the term of this Agreement. The expenses of any filing fees, permit or license fees and attorney's fees shall be paid by the Manager, subject to Manager's approval for all expense items as set forth above.

h) Make available to the Manager the benefit of any quantity discounts the Contractor may receive in the purchase of supplies and equipment used by Contractor in the operation of the Parking Facilities or required by the Manager and purchased by the Contractor for the account for the Manager in connection with the equipping and maintaining the Parking Facilities.

i) Conduct all business pertaining to the Parking Facilities in the name of Rentschler Field, provided however, the Contractor may affix signs bearing the Contractor's name to the checkout booths and the Contractor's office in the Parking Facilities, but no other place. Any such signs must first be approved as to size, material, color, design, cost and official insignia thereon by the Manager.

j) Immediately notify the Manager of any unusual conditions which may develop in the operation of the Parking Facilities such as, but not limited to, fire, flood, breakage, or casualty damage to the Parking Facilities, or to any person or the property of any person alleged to be caused by the use or operation of the Parking Facilities.

k) Make recommendations to the Manager, if requested, as to the kinds of equipment necessary for the efficient and economical operation of the Parking Facilities and as to its proper maintenance. Assist Manager in the creation and if necessary, amend the Parking Plan (as such term is defined in the Management Agreement).

l) Keep all entrance and exit ramps and parking areas free of ice, snow and debris, as may be required to facilitate proper operation of the Parking Facilities. If no events are scheduled during winter months, Contractor and Manager shall jointly determine if plowing is necessary. All snow removal expenses shall be included in the statement of disbursements to be furnished by Contractor under subparagraph g above and reimbursed by Manager to Contractor.

6. Independent Audit. Manager or Owner shall have the right at any time, and from time to time during reasonable business hours and upon reasonable notice, to cause nationally

recognized independent auditors to audit all of the books of Contractor relating to the Parking Facilities, including, without limitation, all financial and accounting records and reports required to be maintained or generated hereunder. If any such audit demonstrates that the reimbursable expenses reflected in any financial reports prepared by Contractor are overstated by more than three percent (3%), Contractor shall pay to Manager the reasonable cost of such audit. In addition, regardless of the amount of such overstatement of expenses, Contractor shall promptly refund such amount to Manager. Manager's right to have such an audit made with respect to any Contract Year and Contractor's obligation to retain the above records shall expire two (2) years after the end of a Year.

7. Budgets. Contractor from time-to-time, and at least annually, shall also prepare and submit to Manager a pro forma budget projection for the ensuing fiscal year including detailed projections of revenues and expenses. Each such proposed budget, prior to adoption and implementation by Contractor shall require prior approval of Manager. Any budget so approved by Manager shall become the "Approved Budget" for the ensuing fiscal year. Manager reserves the right to revoke its approval of the Annual Budget of any item in the Annual Budget at any time, and upon receipt of written notice of such revocation, Contractor will not thereafter cause an expenditure to be made or a liability incurred for such item. No supply or service contracts which provide for the supply of equipment, merchandise or other services over a period of time which exceed one (1) month shall be entered into without Manager's prior written approval of the same.

8. Contractor's Unreimbursed Expenses.

- a) Contractor shall not be reimbursed for its home office expenses, including without limitation, rent, secretarial help, salaries for office personnel and management salaries, and all overhead.
- b) Contractor shall not allocate any of its home office overhead costs to the Manager.
- c) Contractor shall not be reimbursed for its personnel other than those stationed at the Parking Facilities, provided that if Contractor is required to replace Parking Facilities help temporarily with Contractor's other personnel not normally stationed at Rentschler Field, then Contractor will be reimbursed for the actual time said employee is stationed at the Parking Facilities.
- d) Contractor shall be responsible for and pay all payments to all employees necessary to be employed in the operation of the Parking Facilities, and related employment taxes or benefits, which expenses shall not be reimbursed by Manager.

9. Payments to Contractor.

- a) Contractor shall be reimbursed by Manager for all actual out of pocket expenses reasonably incurred by Contractor in performances of the services hereunder (excluding those Unreimbursed Expenses set forth in Section 8 above) ("Annual Expenses"). Contractor shall

submit to Manager a detailed monthly invoice, which shall include Annual Expenses. Each such invoice shall be submitted as soon as practicable following the end of each calendar month, and shall be paid by Manager, to the extent properly presented and subject to payment hereunder, no later than ten (10) Business Days following the date such invoice is received.

b) During the Term of this Agreement, Contractor's Fee for all services hereunder, except as otherwise expressly stated herein, shall be paid on a per event basis in accordance with Exhibit B. Staffing levels for all events shall be established by Manager and Contractor prior to the event in good faith based upon anticipated attendance at each event, considering the following factors: pre-event ticket sales; and anticipated walk up ticket sales.

c) Contractor shall submit to Manager an invoice detailing Contractor's Fee for each event held at the Parking Facilities. Each such invoice shall be submitted as soon as practicable following the end of each calendar month, but in no event later than five (5) Business Days after an event, and shall be paid by Manager, to the extent properly presented and subject to payment hereunder, no later than ten (10) Business Days following the date such invoice is received.

10. Repairs. Manager shall reimburse Contractor for all repairs and maintenance necessary to keep the Parking Facilities in first-class condition. No repairs shall be made to the Parking Facilities by Contractor without Manager's prior approval, unless in the event of an emergency for the safety of the Parking Facilities or the patrons of the Parking Facilities or to keep the Parking Facilities operational, in which case Manager shall be notified as soon as possible.

11. Notice. Notice hereunder shall be valid if mailed by registered or certified mail to the following addresses:

Manager:

Northland AEG, LLC
One Civic Center Plaza
Hartford, CT 06103
Attn: General Manager

Contractor

Laz Parking, Ltd.
15 Lewis Street
Hartford, CT 06103
Attn: Jim Marzi

or such other addresses as may from time-to-time be designated by either party.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. Contractor acknowledges that manager, as agent for Owner, has the right to enforce all obligations owed by Contractor hereunder and to exercise all rights granted under this

Agreement, including any collection and enforcement rights as to any and all payments owed by Contractor hereunder and any payments owed Manager hereunder and rights to exercise and receive any and all other consideration and benefits granted by Contractor hereunder.

14. Manager's Rentschler Field Vendor Standard Terms and Conditions (the "Standard Terms and Conditions") are attached hereto as Exhibit C and are incorporated herein by reference. If there is a conflict between the terms and conditions set forth herein and the terms and conditions set forth in the Standard Terms and Conditions, the terms and conditions set forth in these Standard Terms and Conditions shall prevail.

IN WITNESS WHEREOF, Manager and Contractor have signed and sealed this Agreement as of the day and year first above written.

NORTHLAND AEG LLC

By: _____

Name: _____

Title: _____

LAZ PARKING, LTD.

By: _____

Name: _____

Title: _____

Acknowledged and agreed with respect to the consent and approval of OPM as to the selection of LAZ Parking, Ltd. and this Agreement as and to the extent required by Section 5.04(a) of the Stadium Management Agreement.

OFFICE OF POLICY AND MANAGEMENT

By: _____

Name: _____

Title: _____

Exhibit A
Parking Facilities Map

Exhibit B
Per Event Contractor Fee Schedule

Per Man Hour rates of pay:

July 1, 2008 – June 30, 2009	\$26.00
July 1, 2009 – June 30, 2010	\$26.00
July 1, 2010 – June 30, 2011	\$26.52
July 1, 2011 – June 30, 2012	\$27.05
July 1, 2012 – June 30, 2013	\$27.32

Incentive Bonus:

As an incentive to work with Manager to minimize the number of man-hours employed, without compromising traffic flow, efficiency and service, Manager will, in Years 4 and 5, compensate Contractor an additional \$2,500 per regular season UConn game if the actual man hours per game does not exceed the following:

Game Start Time	Maximum Hours for Incentive
12:00am – 12:59pm	975
1:00pm – 5:59pm	1,013
6:00pm – 11:59pm	1,050

Budgeted Man Hours:

For UConn Football games, upon mutual agreement between the Manager and Contractor, Budgeted Man Hours may be revised to reflect any staffing requirement changes due to the completion of a new permanent parking facility at Rentschler Field.

Budgeted Man Hours for Non-UConn Football events scheduled at Rentschler Field will be determined and approved by Manager and Contractor based on the size, needs, and time of the event.

Exhibit C
RENTSCHLER FIELD
VENDOR AGREEMENT STANDARD TERMS AND CONDITIONS

Section 1. **Scope.**

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 2. **Stadium Management Agreement.**

This Agreement is subject to the Management Agreement.

Section 3. **Termination Date.**

If this Agreement includes a term extending beyond the scheduled termination date of the Management Agreement, the prior approval of Owner is required.

Section 4. **Provision of Goods and Services.**

Contractor agrees that any goods or services it provides to Northland AEG pursuant to the Agreement shall be of the type customarily provided by third party vendors or subcontractors at other comparable recently-completed, first-class stadium facilities hosting NCAA Division I-A home football games and other sports and entertainment events of regional interest.

Section 5. **Assignment.**

This Agreement is assignable to Owner without the prior consent of Contractor and, notwithstanding any contrary provision hereof, upon termination of the Management Agreement for any reason, Contractor and Northland AEG agree that Owner shall have the right to and Owner hereby agrees to assume (or to arrange for a successor management company to assume) in writing any or all then outstanding obligations under this Agreement entered into by Northland AEG in accordance with the Management Agreement.

Section 6. **Employees.**

Contractor agrees to comply with the employment preference, employment practices, prevailing wage and set-aside requirements set forth below:

(a) **Employment Preferences.**

Contractor agrees to make reasonable efforts to hire or cause to be hired 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, for its operations jobs at Rentschler Field in East Hartford, Connecticut (the "Stadium") at all levels of operation activity.

(b) **Employment Practices; Permanent Jobs Initiative.**

In furtherance of its responsibilities under this Section 6, Contractor 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 jobs related to the operation of the Stadium, and otherwise to comply with all Applicable Laws, as hereinafter defined, relating to hiring and employment practices in connection with the operation of the Stadium, including taking affirmative action to provide equal opportunity for employment without regard to race, creed, color, age, national origin, ancestry or gender.

Contractor has been advised by Northland AEG 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, Contractor agrees 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 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. The parties 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 also recognize 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 Contractor as applicants at the times that job openings need to be filled in order not to delay the opening date of the Stadium. Nothing in this Section 6 shall require Contractor to hire or retain workers that Contractor reasonably believes are not qualified for such available jobs. The employment preference requirements set forth in this Sections 6(b) shall operate concurrently, with the effect that job offers to City of Hartford residents through the Permanent Jobs Initiative pursuant to this Section 6 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 6(a), and, for purposes of determining compliance with this Section 6, efforts made or jobs offered pursuant to this Section 6 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.

(c) **Prevailing Wage Requirements.**

Contractor acknowledges that, pursuant to Section 31-57f of the General Statutes relating to standard wage rates for certain service workers, this Agreement is a contract with the State of Connecticut. Contractor agrees that wages and benefits shall be paid and provided to all service workers employed by Contractor at the Stadium at levels satisfying the requirements of Conn. Gen. Stat. § 31-57f, and that Contractor shall comply with the reporting and other requirements of Conn. Gen. Stat. §31-57f.

(d) **Set-Aside Program.**

Contractor acknowledges that contracts for goods and services required in connection with the operations of the Stadium, including, but not limited to, the Agreement, are subject to the applicable requirements of Conn. Gen. Stat. §4a-60g relating to a set-aside program for small contractors and minority business enterprises and Contractor agrees to cooperate with Northland AEG, Owner and with the Department of Administrative Services (or its successor) as administrators and coordinators of the set-aside program, in an effort to achieve compliance by Owner with applicable requirements of §4a-60g.

(e) **Contract Compliance Officer.**

Contractor acknowledges that Section 32-655(c) of the General Statutes requires the State of Connecticut Office of Policy and Management to designate a stadium facility operations contract compliance officer (the "Contract Compliance Officer") to monitor compliance by the State of Connecticut, Northland AEG and Northland AEG's subcontractors with the provisions of Conn. Gen. Stat. Chapter 588z, 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 Section 6 of these Standard Terms and Conditions), 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 Conn. Gen. Stat. Chapter 588z, the Contract Compliance Officer is required to file annual reports of findings and recommendations with the State Office of Policy and Management. Contractor agrees (a) to cooperate with the Contract Compliance Officer and (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, Contractor shall be required to promptly prepare and submit to the State Office of Policy and Management 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 the State Office of Policy and Management, shall promptly and diligently implement any such plan of action.

Section 7. **Compliance.**

(a) In connection with the Agreement, Contractor agrees to comply with all applicable laws, which include, but are not limited to, all laws, statutes, ordinances, rules, regulations, orders or determinations of governmental authorities, including Conn. Gen. Stat. Chapter 588z, the State Contracting Requirements, the ADA, the FLSA, ERISA, OSHA, orders, rules, regulations and requirements of the Department of Public Health, the Department of Homeland Security and the Department of Public Safety, including those applicable to the Stadium as a strategic state asset, Environmental Laws, as hereinafter defined, the State Fire Safety Code, and applicable Executive Orders of the Governor, applicable to the equipping, maintenance, occupancy, possession, control, management, use or operation of the Managed Facilities, the hiring and employment practices of Manager and Contractor and the terms and conditions of employment of employees working at the Managed Facilities, or the authorization, execution, delivery and performance by Contractor of its obligations under this Contract. (“Applicable Laws”). 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 of Connecticut applicable to the equipping, maintenance, occupancy, possession, control, management, use or operation of the Stadium and all other facilities, improvements and areas at the Stadium site. Contractor acknowledges that nothing in the Agreement or these Standard Terms and Conditions is in derogation of or restricts the exercise of the police powers of the State of Connecticut.

(b) Contractor acknowledges that the award and administration of this Agreement are subject to: (i) applicable requirements of Conn. Gen. Stat. Chapter 588z and (ii) applicable additional contracting requirements of the State of Connecticut set forth in attached Exhibit A, to the extent made applicable to subcontractors by the terms thereof.

(c) Contractor acknowledges that Owner is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Contractor and its affairs received or maintained by Owner, either directly or through Northland AEG, shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

Section 8. **Independent Contractor Relationship.**

Northland AEG and Contractor agree that Contractor is an independent contractor and that the terms and conditions of this Agreement do not create an agency relationship between Northland AEG and Contractor. Northland AEG and Contractor agree that Contractor will be in control of its work and Northland AEG shall not have any right to direct and control the work, methods and means of Contractor, except as to the result of Contractor's work.

Section 9. **Stadium Playing Field.**

To the extent that any activities and work of Contractor includes use of or access on the natural grass playing surface and sideline and end zone areas within the Stadium bowl (the "Playing Field"), Contractor agrees to take all reasonable efforts to protect the Playing Field from any loss or damage. Contractor agrees to indemnify Owner and Northland AEG against all loss or damage to the Playing Field resulting from its activities and work and Contractor further agrees to secure and show evidence of adequate insurance against such risks protecting the interests of Owner and Northland AEG. Such indemnity and insurance may exclude ordinary wear and tear to the Playing Field which is normally to be expected in connection with similar activities.

Section 10. **Insurance.**

Contractor agrees to maintain insurance policies protecting its property interests at the Stadium covering the following risks in the following minimum amounts:

(a) **Workers' Compensation** - Contractor shall secure and deliver to Owner and Northland AEG evidence of workers' compensation (including occupational disease hazards) and Employer's Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor's excess/umbrella coverage, the Employer's Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

(b) **Comprehensive General Liability** - Contractor shall secure and deliver to Owner and Northland AEG prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury and property damage, covering Contractor's activities and loss and damage to the Stadium and other facilities at the Stadium site occurring in connection with Contractor's activities, in the amount of Five Million Dollars (\$5,000,000.00) for bodily injury and property damage per occurrence and Five Million Dollars (\$5,000,000.00) for bodily injury and property damage in the aggregate per policy year and blanket contractual liability coverage. Contractor shall also maintain excess/umbrella liability insurance for the business and employers' liability matters covered by the policies described in this Section 10 hereof with a limit of Fifteen Million Dollars (\$15,000,000) in the aggregate.

(c) **Comprehensive Automobile Liability** – To the extent applicable, Contractor 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 Contractor's officers, agents and employees in connection with Contractor's activities pursuant to this Agreement, whether owned by Contractor 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).

(d) **Garage Keepers** - Garage Keepers Legal Liability Insurance covering fire, theft and malicious mischief with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence arising out of or related to claims with respect to vehicles in the care, custody and control of Contractor.

(e) **Umbrella** - \$15,000,000 limit of liability in the form of an Umbrella policy (not in the form of an excess policy), which would provide coverage when above limits of liability are exhausted.

(f) Contractor shall provide to Northland AEG and Owner, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverages required by this Section, all in such form as Northland AEG and Owner may reasonably require, with Contractor as the named insured which show Northland AEG and the Owner as additional insureds. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to Owner and Northland AEG (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section 10, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

(g) All insurance required to be maintained under this Agreement must (i) be placed with insurance companies reasonably acceptable to Northland AEG and licensed to do business in the state of Connecticut with the financial rating of at least A-Class VI status, as rated in the most recent edition of Best's Insurance Reports, and (ii) be issued as a primary policy, (iii) contain a valid provision or endorsement requiring thirty (30) days written notice, sent by certified mail, from the insurance companies to Owner and Northland AEG before cancellation or a material change or alteration in the coverage, scope or amount of any policy if any such change would cause the insurance coverages provided to be less than those required by this Section.

(h) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to Owner and Northland AEG 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.

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

(j) Coverage for business liability risks required hereunder may be provided under a contract of insurance also covering other entities or locations of Contractor.

(k) Contractor shall, throughout the term of this Agreement, require all of its subcontractors to provide Northland AEG with certificates of insurance and insurance policies evidencing the same type of commercial general liability, workers compensation, property insurance and automotive liability insurance coverages with limits of no less than Five Million Dollars (\$5,000,000).

(l) Contractor shall provide to Owner and Northland AEG a Fidelity Bond covering all of Contractor's personnel under this Agreement in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each loss, to reimburse Owner or Northland AEG, as the case may be, for Losses experienced due to the dishonest acts of Contractor's employees. For the purposes of these Standard Terms and Conditions, Losses shall mean any and 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.

(m) Prior to the commencement date of this Agreement, Contractor shall obtain and furnish to Owner and Northland AEG a performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) covering the faithful performance by Contractor of this Agreement and the payment by Contractor of all obligations arising hereunder. Contractor shall maintain such performance bond in full force and effect through the term, and such performance bond shall provide for an extended claim period of at least six (6) months following its expiration. Such performance bond may be written for a period shorter than the term (but not shorter than one (1) year), provided that (a) it provides for notice to Owner and Northland AEG of non-renewal, and (b) in the event of non-renewal, Contractor provides a substitute performance bond meeting the requirements of this Section.

Section 11. **Indemnification by Contractor.**

(a) Contractor shall indemnify, defend and hold harmless Owner, Northland AEG 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 Agreement, Contractor has failed in any material respect to comply with all Applicable Laws applicable to Contractor's activities pursuant to the Agreement, (ii) disclosure by Contractor of any confidential or proprietary information of any third party to any person or entity (including without limitation Owner, Northland AEG or their representatives) or infringement of any trade secrets or copyrights of any third party, (iii) any unlawful acts on the part of Contractor or its officers, employees, agents or subcontractors during the term of the Agreement, (iv) personal or bodily injury to or death of persons or damage to Owner's property or the property of Northland AEG or others to the extent caused by the negligent acts, or omissions or the willful misconduct of Contractor or its officers, employees agents or subcontractors in the performance of the Agreement, or (v) acts of Contractor or its officers, employees, agents or subcontractors or persons under its control in

violation of or outside the scope of the authority granted by the 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 Agreement. This Section 11 shall survive termination of the Agreement.

(b) Contractor shall, at its own expense, appear, defend, retain legal counsel and experts and pay all costs and other expenses arising from any action, suit, proceeding, claim or demand incurred in connection therewith, and if any judgment shall be rendered against Owner or Northland AEG or any other indemnified person in any such matter, Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any insurance coverage obtained by Contractor shall in no way limit its responsibility to indemnify, keep and save harmless and defend Owner and Northland AEG and such indemnified persons as herein provided.

Section 12. **Confidentiality.**

Contractor and Northland AEG each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of Northland AEG and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with Owner.

Section 13. **Ownership of Assets; Work Product.**

(a) **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 any data processing programs and software owned by Contractor shall remain with Contractor. Contractor 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 Contractor with Owner's funds for use at and for the Stadium shall vest in Owner automatically and immediately upon purchase or acquisition. Contractor 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. Contractor acknowledges and agrees that this Agreement shall create no tenancy or other possessory interest at the Stadium.

(b) **Ownership of Reports and Documents; Confidentiality.** Any reports, records, financial statements and other documents prepared by Contractor or maintained by Contractor at the Stadium pursuant to the performance of its services under this Agreement (the "Work Product") are the exclusive property of Owner and shall not be used by Contractor for any other purpose without the express written consent of Owner in each instance, notwithstanding the fact that Contractor shall be deemed the author of such documents; provided that nothing in this Section 13(b) is intended to affect the rights of Contractor in (and "Work Product" shall be deemed to exclude) any proprietary reporting system or format, or any personnel records relating to Contractor'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.

Except with Owner's approval, during and after the term of this Agreement, Contractor shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than Owner, its designated representatives, and Contractor'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.

The obligations of the parties under this Section 13 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 13 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.

Section 14. **Termination**

(a) The Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided that in no event shall either party provide written notice of termination pursuant to this paragraph 14(a) before first providing the defaulting party with notice of their failure to perform and providing such party with thirty days to cure in the event of a non-financial default and 10 days to cure in the event of a financial default.

(b) The Agreement may be terminated by Northland AEG upon written notice to subcontractor in the event that the Management Agreement is terminated. In the event of termination, and no breach of the Agreement by subcontractor having occurred, subcontractor shall be paid within 45 days of Northland AEG's receipt of an invoice for all services performed to the date on which notice of termination is received by subcontractor.

Section 15. **Publicity**

Northland AEG reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. subcontractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without Northland AEG prior written consent, unless the disclosure is made by subcontractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the subcontractor to Northland AEG of any such requirement or request to permit Northland AEG to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 16. **Severability**

The failure of Northland AEG or subcontractor to insist upon the strict performance of any provisions of this Agreement, or the failure of Northland AEG or subcontractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 17. **Precedence.**

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.

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