

LEASE AGREEMENT

Between the

THE STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT

and

THE UNIVERSITY OF CONNECTICUT

Dated as of  
August 29, 2003

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INDENTURE OF LEASE

This Indenture of Lease (this "**Lease**") made and entered into as of the 29th day of August 2003, by and between THE STATE OF CONNECTICUT acting by and through the Secretary of the Office of Policy and Management, having an office at 450 Capitol Avenue, Hartford, Connecticut 06106-1308 (hereinafter the "**Landlord**"), and THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education, having an office at 2095 Hillside Road, Storrs, Connecticut 06269-3078 (hereinafter the "**Tenant**").

WITNESSETH THAT:

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

A. In a letter to the Governor of the State of Connecticut dated November 10, 1999, (the "**Letter**"), United Technologies Corporation ("**UTC**") proposed to donate 75 acres of property located at Rentschler Field in East Hartford, Connecticut in order to enable the State of Connecticut to construct and operate a first-class stadium facility (the "**Stadium**") suitable for a variety of events, including University of Connecticut ("**UConn**") Division I-A college football.

B. On March 3, 2000, the Governor filed with the General Assembly the Master Development Plan relating to the development of the Adriaen's Landing project in downtown Hartford and the Stadium at Rentschler Field in East Hartford, Connecticut.

C. On May 2, 2000, the General Assembly enacted and the Governor signed Public Act 00-140 an Act Implementing the Master Development Plan for The Adriaen's Landing Project and the Stadium at Rentschler Field Project, validating the Master Development Plan and authorizing the State to

proceed with the acquisition of the sites and the development of a stadium as contemplated by the Master Development Plan.

D. In a Donation Acceptance and Acquisition Agreement (the "**Donation Agreement**") dated as of August 1, 2000 and by and between the State and UTC, Landlord accepted and acquired a fee simple interest to seventy-five (75) acres of land from UTC.

E. Pursuant to Title 32 Chapter 588z, Section 32-650, et seq. of the Connecticut General Statutes, as revised (the "**Act**"), the State is authorized to and has commenced the construction of the ~~Stadium Facility on the Stadium Facility Site all of which are hereinafter referred to as the "Rentschler Field Stadium" or "Stadium".~~

F. Tenant is a member of the State system of public education pursuant to Connecticut General Statutes Section 10a-1. Tenant desires to play its Division I-A football team ("**Football Team**") games at Rentschler Field Stadium in East Hartford, Connecticut.

G. The Tenant is desirous of leasing that portion of Rentschler Field Stadium together with appurtenant rights to Rentschler Field Stadium parking ("**Stadium Site**") for the presentation of a variety of Tenant athletic events, including but not limited to all UConn Division I-A regular and pre-season football home games, commencing in 2003 and other Tenant athletic events during the term of this Lease;

H. Pursuant to C.G.S. §§ 32-651(10), 32-655 and 656 Landlord has engaged and contracted with a stadium facility manager, Madison Square Garden CT, LLC (the "**Manager**") to provide overall management services with respect to the stadium facility;

I. The Landlord is agreeable to the leasing of Rentschler Field Stadium to the Tenant for the presentation of a variety of Tenant events; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the Lease, the promises and other mutual covenants and agreements herein contained and other valuable consideration, the parties hereto agree as follows:

**Article 1      LEASE.**

~~Landlord leases to Tenant and Tenant hires and rents from the Landlord Rentschler Field~~  
Stadium, the Stadium Site and the areas described in Article 4 of this Lease, during those times hereinafter specified during the Term (as defined in Article 2 of this Lease), and subject to the conditions hereinafter set forth, for the presentation and performance of Tenant NCAA Division I-A home football games ("**Home Football Games**") by the Football Team and/or other Tenant events, approved by Landlord and Manager ("**Other Tenant Events**"), (collectively "**Tenant Events**"). For purposes of this Lease, Tenant Events means with respect to a Contract Year (i) all home football games of the Tenant during such Contract Year and (ii) the first [n] of other Tenant events, approved by Landlord and Manager, held at the Stadium during such Contract Year pursuant to this Lease. For purposes of this definition: "n" shall be the number determined by subtracting the number of home football games of the Tenant in such Contract Year from the number 10; "**Other Tenant Events**" shall mean non-home football Tenant events approved by Landlord and Manager including but not limited to NCAA-sanctioned sporting events, other than home football games, in which a Tenant team is a participant (excluding games which, although a Tenant team is a participant, are in the nature of playoff, tournament or championship games as to which a party other than Tenant (e.g. the NCAA or a conference) holds the rights); and "**Home Football Games**" means all NCAA-sanctioned football games at the Stadium in which the Tenant's football team participates, other than pre-season exhibition games or intrasquad

scrimmages, but may also include "exempt games" played at the Stadium by Tenant (e.g., additional scheduled home games approved by the NCAA that are part of the home season ticket package).

## Article 2     TERM.

The term of this Lease shall commence on the date hereof (the "**Commencement Date**") and expire on June 30, 2023 (the "**Term**"), subject to re-opening in years one (1), three (3), six (6), nine (9), twelve (12), fifteen (15), and eighteen (18) with respect to any and all financial terms of the Lease as more fully described and set forth in Articles 5, 6 and 7. Landlord and Tenant recognize and acknowledge ~~that the Stadium must be financially self-supporting and must be managed and operated so as to avoid any~~ operating deficit, and that, with the exception of limited number of community events, Non-Tenant Events will not be booked at the Stadium unless they are projected to return a profit to Landlord. Landlord and Tenant agree to meet as necessary to address any actual or projected operating deficit and to discuss and decide upon appropriate remedial action. If overall Stadium operations result in a cumulative operating deficit and effective remedial action is not otherwise agreed upon by Landlord and Tenant, the financial terms set forth in Articles 5, 6 and 7 shall be immediately reopened and an additional Attendance Surcharge shall be imposed as defined and described in Article 7. For purposes hereof, a "cumulative operating deficit" shall exist whenever Landlord reasonably determines that actual and projected Stadium operating expenses exceed actual and projected Stadium operating revenues for the same period (including expenses and revenues of Tenant Events and Non-Tenants Events as well as base operating expenses), and for this purpose operating expenses shall include funding of \$150,000 in the first year of Stadium operations and of an additional \$60,000 in each subsequent year of Stadium operations for the purpose of field replacement and other repair or replacement of Stadium facilities or equipment. If funding from such contingencies proves to be inadequate, Landlord and Tenant shall attempt to reach agreement on reasonable and appropriate increases in such funding, including the possibility that Tenant

might advance funds for certain repairs and replacement subject to reimbursement by Landlord from monies thereafter available to Landlord for that purpose from Stadium operations or other sources. In addition, Landlord and Tenant agree that the financial terms of this Lease shall be immediately re-opened should any agreement entered into by Tenant not comply with the private activity requirements of the Internal Revenue Code of 1986 and Section 141(b) of the Code. Ancillary revenue agreements of the Tenant must be approved by the Landlord in advance of execution, to ensure compliance with the Code. All such ancillary agreements of Tenant must detail revenue generated specifically at Rentschler Field Stadium.

Landlord, Tenant and Manager shall meet at regularly scheduled times as mutually agreed upon, ~~to review those charges included in Operating Expenses. As a result of such meetings, Tenant~~ recommendations regarding adjustments to charges representing Operating Expenses shall be duly considered by Landlord and Manager. Landlord and Manager are under no obligation to implement any recommended adjustments that may, in the opinion of Landlord and Manager, adversely affect Manager's ability to fulfill the requirements of the Stadium Management Agreement and/or the Catering and Concessions Management Agreement.

Furthermore, Landlord, Tenant and Manager shall meet annually at mutually agreed upon times during the period of April 1<sup>st</sup> to May 15<sup>th</sup> to discuss the subject of re-opening this Lease.

### **Article 3     USE.**

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

1. Football Team. Rentschler Field Stadium and the Stadium Site demised to Tenant by this Lease are to be used by the Tenant for the presentation and playing of NCAA Division I-A Home Football Games by the Football Team. For the purpose of payment of Rent by Tenant, Tenant's Home Football Games shall be deemed to include both Home and visiting team(s)

practice sessions played the day, beginning at 8:00 a.m., immediately preceding the Home Football Game. Tenant Home Football Games include all home games. Tenant covenants and agrees to play all of its Home Football Games during the Term at the Premises and not in any other facility.

2. Other Tenant Events. Tenant may also use Rentschler Field Site for the presentation and performance of other Tenant athletic games approved by the Landlord, including practice games of the Football Team, not included in Home Football Games above. Such approval shall consider but not be limited to Rentschler Field Stadium's ability to accommodate the event, security, financial and profitability concerns, weather, estimated gate attendance, other event scheduling and the ultimate financial viability of each event.
3. Tenant Events. Tenant agrees that for each calendar year, Tenant shall schedule a number of Tenant Events that, when the number of Home Football Games and Other Tenant Events are added together, the number totals ten (10) events. Notwithstanding Article 1 and for the purpose of defining how Tenant may arrive at the required ten (10) events only, (i) Tenant may also count approved NCAA sanctioned sporting event(s), which Landlord and Manager have consented to, other than home football games, where Tenant is responsible for the approval and cooperation in obtaining playoff, tournament or championship games as to which a party other than Tenant (e.g. the NCAA of a conference) holds the rights, and (ii) one event shall be deemed to be athletic contest(s) held on a single day for which a single ticket per attendee is purchased. Other NCAA athletic events requiring Tenant's approval and cooperation with the NCAA and/or other controlling governing league authority shall not be deemed or considered as other Tenant Events for purposes of rent and revenue allocation as defined in Article 7 herein and shall be treated as Non-Tenant Events for purposes of expenses and revenue allocation. If

Tenant fails to hold the mandatory minimum of ten (10) events per year at the stadium, Tenant shall be charged \$10,000.00 for each event below the ten (10 ) event minimum.

4. Public Address System. Tenant shall have the exclusive right, without additional charge, except for the cost of Excluded Personnel, to use Rentschler Field Stadium's audio public address system during Tenant Events and to stage intermission entertainment or other entertainment and promotions in connection with such Tenant Events, as the Tenant deems appropriate. Landlord shall have the right to promote Non-Tenant Events, during Tenant Events; such use shall not exceed twelve (12) video announcements for any single event, provided such video monitors are available during the event. If such monitors are not available during said event, then Landlord shall not exceed twelve (12) audio announcements for any single event. Tenant shall cooperate with Landlord, in reasonable manner, in coordinating the promotion of such other events.
5. Landlord's Use. Notwithstanding Article 3(1), (2) and (3), Landlord expressly reserves the right to use Rentschler Field Site and shall schedule and make use of Rentschler Field Site on dates not scheduled for Tenant Events.
6. Parking. Except as provided for in Article 4, tenant has non-exclusive use, in common with others, of the Stadium Site parking. Landlord will undertake to assure Tenant's use of parking spaces for Tenant Events at least four (4) hours prior to and two (2) hours after each Tenant Event, unless Landlord and Manager deem it necessary to alter such times for security and safety concerns, at parking rates decided by Landlord.

**Article 4     PREMISES.**

a. Upon confirmation by the Manager of the availability of the Rentschler Field Site for each Tenant Event, Landlord hereby leases to Tenant, for the lease term provided in Article 2 hereof, those premises and facilities within Rentschler Field Site (collectively, the "Premises"), as follows:

1. Stadium Facilities. For each Tenant Event the Landlord shall make available exclusively to the Tenant, Rentschler Field Stadium prepared for Division I-A college football (or, in the case of Other Tenant Event, prepared pursuant to all terms set forth herein), including all available ~~spectator seating (provided that, depending on attendance levels, certain sections of Stadium~~ Facility seating may be closed for certain Tenant Events, as agreed by Tenant and Landlord), in accordance with the seating plan attached hereto and marked Exhibit A, (inclusive of any seats in Suites or Stadium Club hereinafter defined and as shown on Exhibits A-1 and A-3a hereto, respectively), and accessory facilities constituting a part thereof, including but not limited to:
  - A. The field playing surface, having dimensions required by the NCAA and being free and clear of any unauthorized equipment;
  - B. Press box, broadcast facilities and press lounge;
  - C. Rentschler Field Stadium area and passageway, excluding administrative and service areas;
  - D. Radio and television broadcast space;
  - E. Separate locker rooms for visiting teams, women players and for game officials;
  - F. Tent plot designated areas;
  - G. Areas for "kiosk" sale of novelties by Tenant; and
  - H. All other facilities and areas of Rentschler Field Site which are necessary for the production of Home Football Games (or Other Tenant Events, as applicable) and to which the public

normally would be given access in the course of a Home Football Game (or Other Tenant Event, as applicable).

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

2. Stadium Playing Field Surface. For purposes of this Lease, Tenant expressly acknowledges and agrees that Rentschler Field Stadium field-playing surface, as built, fully complies with all NCAA and/or governing league requirements and that Landlord is not responsible for any enlargements or other material alterations to said surface.
  
3. Suites. Tenant shall have the right during the term of this Lease and any extensions and/or renewals thereof for Tenant Events to the exclusive use of thirty eight (38) Suites as shown on Exhibit A-3 (the "Suites"), together with all rights of ingress, egress and passage through Rentschler Field Stadium, including specifically elevators and access ways. Notwithstanding the foregoing, Landlord or the Manager shall provide the Suites with food and beverage service, staffing and related amenities, at prices established by Landlord or Manager, including overhead or profit charged by Landlord as to such food and beverage service and staffing. Tenant or Suite licensees shall also pay a service charge of 18% with an optional gratuity to the extent required

by any applicable collective bargaining agreement or by any applicable employment policy or agreement.

4. Parking Facilities. Landlord shall make available to Tenant:

A. Landlord agrees to provide reserved parking areas for twelve (12) team(s), coaching/trainer staff(s), band(s) and cheerleader squad(s) buses at a location to be agreed upon under a separate letter agreement between Landlord and Tenant. Such separate letter agreement may be modified from time to time.

B. Landlord agrees to provide up to 350 complimentary parking spaces for each Tenant Event at locations agreed upon under a separate letter agreement between Landlord and Tenant.

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Such separate letter agreement may be modified from time to time. Such spaces are for the use of the Tenant at the Tenant's discretion, provided such spaces are not resold. Landlord agrees to notify Tenant in writing of the location of such spaces prior to the start of the first Home Football Game.

C. Landlord agrees to provide up to 600 additional parking spaces at a 20% discount of the price determined by Landlord and/or Manager.

D. Landlord in consultation with Manager agrees to provide parking area space for Tenant to use for fan appreciation festivities. Such location shall be agreed upon under a separate letter agreement between Landlord and Tenant. Such separate letter agreement may be modified from time to time. Notwithstanding the above, Landlord shall not provide fan appreciation parking that may have a detrimental impact on the Stadium's needs. Expenses incurred by Landlord and/or Manager in the setup and/or takedown of the fan appreciation zone shall be borne fully by the Tenant.

5. Permanent Facilities. At all times during the term of this Lease, the Landlord shall make available to the Tenant, exclusively, the following areas (collectively, the "Tenant's Exclusive Use Areas"):
- A. The Football Team Dressing Room, including, without limitation, the Football Team locker rooms, showers, toilets, coach's office, trainer's room, equipment storage room and all other rooms utilized for coaches and trainers.
  - B. Storage space within the Football Team training room for the purpose or storage of miscellaneous property in connection with a home game day.
  - C. Except in case of an emergency or for necessary maintenance, Landlord agrees that neither Landlord nor Manager shall have access to the Tenant and/or visiting team's locker areas for the period beginning at 8:00 a.m. on the day immediately preceding a Tenant Event and ending two (2) hours after the conclusion of event activities, without the express consent of Tenant. Landlord shall install the necessary hardware to the door and doorframe/wall of such locker areas. Furthermore, Landlord shall allow the Tenant and/or visiting team to place padlocks on such hardware during the period beginning at 8:00 a.m. on the day immediately preceding the Tenant Event and ending two (2) hours after the conclusion of event activities. Notwithstanding the foregoing, Manager and Tenant may mutually consent to allow Tenant to place padlocks on such hardware during any agreed upon period.
  - D. Upon request of Landlord, Tenant shall make available the use of all locker rooms during times other than those scheduled in accordance with Article 5. 1., for the use of Non-Tenant Events if needed for the purpose of such Non-Tenant Event.

6. Rights Appurtenant to the Premises.

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

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

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

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

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

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

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**Article 5      SCHEDULING OF TENANT EVENTS.**

1. Home Football Games:

- a. With respect to the 2003 Football season, Landlord and Tenant shall immediately consult in order to submit sufficient dates to the NCAA or other governing bodies to formulate a schedule of six (6) Home Football Games. Tenant shall be entitled to submit any dates of its choosing, subject only to conflicts with events currently scheduled for Rentschler Field Stadium, and such dates shall be irrevocably held for Tenant until publication of the final football schedule for such season. Parties acknowledge that they have agreed upon the 2003 football schedule.
- b. With respect to all remaining seasons in the Term and subject to future governing conference scheduling guidelines and any future mutual modifications of the parties to this Lease, Landlord agrees to reserve the use of the Stadium Site for every day from the

Saturday immediately before Labor Day to the second Saturday immediately following Thanksgiving of each year for the exclusive use of Tenant.

c. For the purpose of releasing dates being held for the use of Home Football Games in accordance with (b) above, Tenant agrees to notify Landlord by February 1, of each year those dates that will be required for Home Football Games and Tenant agrees to release all other unused dates to Landlord.

d. In the event any scheduled Home Football Game is cancelled or postponed by the Tenant or any official of the NCAA or other applicable leagues for any reason whatsoever, including, without limitation, strikes and inclement weather, the Landlord shall provide ~~another date in substitution therefore, as requested by Tenant, in order to permit the~~

rescheduling of the Home Football Game. Tenant recognizes that any rescheduling of a cancelled or postponed Home Football Game is subject to the availability of Rentschler Field Stadium respecting then scheduled events. If any scheduled Home Football Game is cancelled or postponed and not rescheduled for another date at Rentschler Field Stadium, the Tenant shall reimburse Landlord for its necessary and reasonable Day of Game Expenses actually incurred by Landlord for such cancelled or postponed Home Football Game, Landlord agreeing to exercise all reasonable efforts to avoid, minimize and mitigate such Day of Game Expenses. In no event, however, shall Tenant be obligated to reimburse Landlord any Day of Game Expenses where the cancellation or postponement of a regularly scheduled Home Football Game results from a cause which can be demonstrated to be reasonably within Landlord's control (unless such control shall have been delegated to Manager or to Tenant or other affiliate of Tenant) or as the result of circumstances where Rentschler Field Stadium is unavailable to Tenant by reason of fire, casualty or other similar events or conditions beyond Landlord's control.

2. Other Tenant Events:

- a. Tenant shall not be given any preference and or priority for the scheduling of Other Tenant Events and Tenant shall go through the Manager to schedule all such Other Tenant Events.
- b. Tenant shall not advertise any Tenant event, other than Home Games scheduled in accordance with Article 5 above, until Tenant has received confirmation of the date and the facility's availability from the Manager.

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

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A. Sale of Tickets:

1. Landlord and Tenant agree that expense reconciliation for Tenant Events shall be predominantly conducted as an Event Settlement, described below, within three (3) business days following each Tenant Event; payment shall be made within five (5) days following Event Settlement.
2. Except as otherwise contained herein, Tenant has the right to sell tickets, suites, club seats, and tent plots in areas designated by Landlord and/or its Manager for Tenant Events.
3. Tenant may enter into an agreement, subject to Landlord approval, with Manager to sell tickets, including tickets associated with clubseats and Suites at an agreed upon price and an agreed upon marketing and planning strategy.
4. Notwithstanding the preceding section, if at a time, subject to Landlord approval, prior to each Tenant Event, Tenant has any remaining inventory of tickets, club seating or suites that have

- not already been turned over to Manager to sell, Tenant shall do so at that time, all in accordance with and subject to an agreement between Tenant and Manager per section 3 above.
5. Tenant shall be limited to a maximum of two thousand (2,000) non-paid (complimentary) tickets per Tenant Event. Should the number of non-paid tickets issued exceed two thousand (2,000) for any Tenant Event, Tenant shall pay Landlord the surcharge amount for every ticket in excess of two thousand (2,000).
  6. As of August 1 of each year and immediately following the announcement of each non-tenant event, Tenant shall provide Landlord with a list, by suite number, of those suites that have been sold for Tenant Events and contact information for each licensee. For any and all Non-Tenant Events (e.g. all events sponsored by Landlord), Tenant may include in license agreements for Suites, to a maximum of thirty two (32) Suite holders, a right of first refusal to purchase a Suite at the prevailing rates established by Landlord or its Manager. Such right of first refusal notification shall expire in ten (10) business days after notification, but in no case less than five (5) business days before the event. At such time, Landlord or Manager may sell all remaining inventory.
  7. Tenant is responsible for collecting and paying to the State of Connecticut, all taxes and surcharges which may be due to OPM for those tickets sold by Tenant for Tenant's Events.
  8. Notwithstanding anything in this Article, Landlord or its designee shall be responsible for printing and selling all tickets for all Non-Tenant Events.
  9. Landlord agrees not to permit free admission for any spectator to any Home Football Games or issue any "passes" without Tenant's prior written approval except that Landlord may admit such persons as may be providing services to Landlord in connection with such Tenant Events (so long as such persons shall not occupy seats within Rentschler Field Stadium).
  10. Landlord, or Tenant subject to Landlord approval, may at any time employ any ticketing service to sell and/or account for the sale of tickets (such as TicketmasterTM, etc.), all costs

and expenses incurred in the employment of such service shall be paid by the ticket purchaser, except that Tenant shall pay all credit card administration and/or printing fees.

11. Notwithstanding anything in this Article, Tenant expressly provides the following:

A. Tenant shall provide Manager with 25 bleacher tickets to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such tickets shall be for stadium related business purposes.

B. Tenant shall provide Manager with 8 club seats to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such club seats shall be for stadium related business purposes.

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C. Tenant shall provide Manager with 16 outdoor chairback seats to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such outdoor chairback seats shall be for stadium related business purposes.

D. Landlord shall cause its Manager to provide Tenant's suiteholder licensees with work orders for all work to be performed in each individual licensees suite. Landlord shall bill Tenant for all such work and Tenant shall bear the full responsibility for collecting all related expenses from its individual suite licensees.

b. Event Settlement:

1. Landlord and Tenant shall keep accurate and proper records of all transactions in connection with the sale of tickets and with all other receipts arising out of and resulting from this Lease. All such books and records shall be subject to inspection by Landlord and/or Tenant during all regular business hours on reasonable notice. All such books and records shall be maintained in accordance with Generally Acceptable Accounting Principles (GAAP). Tenant shall not dispose of any books or records relating thereto for a period of seven (7) years (or such longer

period as may be required by applicable law) except upon receipt of the written approval of Landlord.

2. All cash receipts and cash proceeds received by Landlord from sales of tickets, including any ticket surcharges shall be deposited by Landlord or Manager immediately in the "Box Office Account", as such term is defined in the Operating Agreement.
3. Within three (3) business days following a Tenant Event, Landlord or Manager shall provide Tenant with an Event Settlement that will identify the net payment due Landlord from Tenant or Tenant from Landlord. Such settlement shall identify separately the following:

A. For Home Football Games:

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- i. Rent in accordance with Table 1 in Article 7
- ii. Incremental Operating Expenses as defined in Article 7B1
- iii. # of tickets sold, \$/ticket, total ticket revenue
- iv. Surcharge per ticket, # of tickets, total surcharge revenue

B. For Other Tenant Events

- i. Operating Expenses as defined below in Article 6 section 4

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

4. Operating Expenses, where applicable, include the following:
  - A. All salaries and wages (including overtime) for Manager's administrative and operating personnel who perform necessary services at Rentschler Field Stadium in connection with

the particular Tenant Event, including, but not limited to, ticket sellers, ticket takers, ushers, matrons, porters, special police and security personnel, press box personnel, public address operators, attendants, doormen, exit men, first aid attendant, on-the-job supervisors, private security personnel specially and necessarily assigned to handle and control the crowd attracted to Rentschler Field Stadium because of the Tenant Event, and Box Office personnel. The following personnel and related expenses are excluded ("**Excluded Personnel**"): employees of UConn Division of Athletics who have responsibilities associated with the football team, coaches, trainers, doctors, Football Team medical staff, NCAA referees, and security for same as set forth in Article 11, public address announcers, timers, scorekeepers, and the scoreboard operator whose function is to register the game

score, statistics, and run the game and/or play clock on Rentschler Field Stadium scoreboard during a Home Game, statisticians, and any incremental costs for the operation of the public address system during the Tenant Events, any television broadcast production crew, the singer of the National anthem(s), all entertainment, and other persons directly involved in the conduct of Tenant Events shall be provided by Tenant at Tenant's expense.

- B. Premiums for public liability insurance except as otherwise provided by the parties;
- C. Maintenance and service;
- D. Heat, light, water and other power;
- E. Operation and maintenance of all equipment, machinery, scoreboards, message boards, lighting and provision of radio and television broadcast hook-up facilities for broadcasts arranged by Tenant for Tenant Events;
- F. All payments and benefits under Union Agreements for employees for whom Landlord is responsible pursuant to Section 7(e)(1) above;
- G. Pre-game and after-game cleaning of Rentschler Field Stadium;
- H. Payroll taxes and premiums for workers compensation insurance and other insurance for employees for whom Landlord is responsible;

- I. Disposal of refuse collected in cleaning Rentschler Field Stadium after Tenant's game; and
- J. Operation and maintenance of video scoreboard.

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

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

**Article 7     RENT, OTHER CHARGES AND REVENUE ALLOCATIONS.**

a. Rent and Other Charges. All payments due Landlord by Tenant or due Tenant by Landlord will be paid following an "Event Settlement" in accordance with Article 6. Such Event Settlement shall take place within three (3) business days following each Tenant Event and processing of payment by either party shall occur within five (5) days of Event Settlement.

b. Rent Description

1. Home Football Games: Subject to the provisions of this Section, for the use of the Premises during the term of this Lease, Tenant shall pay, for each Home Football Game, "Base Rent" in accordance with Table 1, below, and any Incremental Operating Expenses that may be charged to Tenant.

Incremental Operating Expenses are charges that are in addition to the Operating Expenses which are reasonably and ordinarily expected to be incurred in hosting a Home Football Game and are incurred (i) pursuant to a specific request of Tenant, including union jurisdiction expenses, or (ii) are incurred by Landlord in its reasonable discretion to address emergency or other extraordinary circumstances, provided that in the case of clause (ii), Landlord shall make a reasonable effort to give advance notice to, and obtain the reasonable approval of, Tenant for such emergency or extraordinary expenses. If Tenant does not give its approval and Landlord nevertheless determines that such emergency or extraordinary expenses are necessary in order to protect the Stadium, the Playing Field or public health or safety, Landlord is authorized to incur such expenses and the parties agree to negotiate and agree in good faith on a proper allocation of such expenses between Landlord and Tenant consistent with their respective responsibilities under this Lease. In the event that there are Incremental Operating Expenses, Manager shall provide a pre-event estimate to Tenant identifying anticipated Incremental Charges known at the time.

Table 1

# of Home Games/Season	Base Rent
5	\$185,000.00
6	\$170,000.00
7	\$170,000.00

2. Other Tenant Events. For the use of the facilities for Other Tenant Events, Tenant agrees to pay in accordance with the following schedule:

Actual Operating Expenses plus 15%

3. Tenant Events:

- A. Stadium Manager reserves the right to incur additional expenses of an emergency nature, which shall be treated as Incremental Operating Expenses to the extent provided in subsection 1, above.
- B. For each ticket sold for Tenant Events, Tenant shall collect and pay a surcharge at a rate of \$2.00 per ticket for years 2003, 2004, 2005, and 2006, and a rate of \$3.00 per ticket for years 2007 and 2008 (“Ticket Surcharge”). Thereafter the parties will negotiate a new Ticket Surcharge rate at the re-opener in year nine (9) of the Lease.
- C. Should actual paid attendance (the number of ticket-holders who actually attend Home Football Games, less the number of complimentary ticket-holders who attend Home Football Games, hereinafter “Ticket Drop”) for Home Football Games for a season exceed 186,000, Landlord agrees to rebate fifty percent (50%) of the Ticket Surcharge associated with the Ticket Drop in excess of 186,000. If Tenant plays seven (7) scheduled home football games at the Stadium in a season and actual paid attendance for the season exceeds 186,000, Landlord agrees to rebate 100% of the Ticket Surcharge associated with the Ticket Drop in excess of 186,000 attributable to attendance at the seventh (7<sup>th</sup>) game.
- D. Should the actual paid season Ticket Drop for Tenant’s Home Football Games not reach 186,000, Tenant agrees to pay Landlord \$7.00 multiplied by the difference between 186,000 and the Ticket Drop. Such payment shall be referred to as an “Attendance Surcharge.” If Landlord realizes a cumulative net profit from Non-Tenant Events in any year, the Attendance Surcharge for that year shall be reduced (or rebated if already paid) on a dollar-for-dollar basis (but not below zero) by the amount of such cumulative net profit. For purposes hereof, “cumulative net profit for Non-Tenant Events” means the excess, if any, for such year of operating revenues from all Non-Tenant Events over the sum of (i) operating expenses attributable to all Non-Tenant Events, and (ii) the contingency

amounts treated as operating expense for purposes of the calculation of the cumulative operating deficit in Article 2.

- E. Landlord reserves the right to waive the Attendance Surcharge subject to the profitability of Non-Tenant Events and in consideration of operating reserve and capital reserve requirements.
- F. The 15% above Operating Expenses charged for Other Tenant Events, identified in #2. above for any given season will be available as a credit to offset any Attendance Surcharge that Tenant pays to Landlord in any given season. Such credit may not be carried forward to a subsequent football season.

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c. Revenue Allocations

1. Landlord Revenue: Landlord and Tenant Agree that Landlord has exclusive right to the following revenue:

- A. Revenue from all concession food and beverage at all events, including Club, Suite, catered, luxury and tent event catering.
- B. Revenue from parking for all events and rental fees or revenue.
- C. Revenue from the sale of Suites "sold" for Non-Tenant Events
- D. Revenue from the Ticket Surcharge for all sold tickets for all Tenant events as provided in Article 7(b).
- E. Revenue from ticket sales and the Ticket Surcharge for Non-Tenant Events.
- F. Revenue from temporary advertising and program sales for Non-Tenant Events.
- G. Revenue from all novelty sales at Non-Tenant Events.
- H. All broadcast revenues at Non-Tenant Events.
- I. All other revenue as not described herein as belonging to Tenant.

2. Tenant Revenue: Landlord and Tenant agree that Tenant has exclusive right to the following revenue:

A. Revenue from ticket sales from Tenants Events, except that portion of the ticket price representing the ticket surcharge and the admission tax that shall belong to the Landlord;

B. Revenue from "sale" of suites for Tenants Events;

C. Revenue from "sale" of plot space for tents within the Stadium Facility for Tenant Events.

D. Revenue from permanent advertisement signage in accordance with Article 8.

E. Revenue from Novelty and Program Sales for Tenant Events, with Tenant bearing the responsibility and expenses related to selling all novelty items, set-up, maintenance or removal of temporary "kiosks" in this regard that are incurred by Landlord or Manager; and

F. Broadcast revenues for Tenant Events, with Tenant bearing the responsibility and expenses related to production and transmission.

3. Notwithstanding anything contained herein to the contrary, Tenant and Landlord agree that:

A. The right to sell advertising on the back of tickets for Tenant Events and Non-Tenant Events belongs to the entity printing the ticket; furthermore, the revenue from said sale of ticket back advertising belongs to the party printing the ticket.

B. Tenant shall bear no financial or other economic risk with respect to losses resulting from Non-Tenant Events, except such losses shall be offset against profits from Non-Tenant Events for the purpose of determining any "cumulative operating deficit" under Article 2 and any credit against the Attendance Surcharge pursuant to Article 7.

- C. Landlord shall work with Tenant and Manager on an as needed basis to review Stadium operations, revenues, expenses and financial payment. Tenant may provide input only regarding these subjects.

**Article 8      SIGNAGE, ADVERTISEMENTS, MARKETING:**

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

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2. Tenant shall receive approval from Landlord prior to entering into any agreement for signage to be placed on the Stadium Facility. Landlord's approval of signage shall not be unreasonably withheld and shall be based on the following:
  - a. That said signage is not contrary to any agreements Landlord may have with United Technologies and/or Pratt and Whitney Aircraft.
  - b. That said signage complies with the private activity requirements of the IRS.
  - c. Review of signage location, aesthetic and public safety concerns.
  - d. That no adverse financial or operational impact on the stadium is incurred by Landlord as a result of the sponsorship requirements associated with such signage agreement.
3. Tenant is responsible for the expenses related to the installing, maintenance and removal of all signage sold by Tenant. All installation, maintenance and removal of signage shall be performed through and with approval of Manager and/or Landlord and billed by Manager directly to Tenant.
4. Landlord retains the right to use of the two scoreboards before and after Tenant Events, between quarters and during halftime of Tenant Events having quarters and/or halftimes. Use

of the two scoreboards shall be limited to promoting upcoming events, concession sales, catering opportunities and to provide general stadium and event information and shall not exceed twelve (12) announcements at any single event.

5. Tenant is responsible for the rental of any ancillary equipment needed in connection with the operation of the video board, including all production expenses, video truck, etc.
6. Should Tenant allow radio or television coverage including, but not limited to, network, cable, pay television, or any other type of video broadcasting, or filming, recording or video taping of any Tenant Event, Tenant shall have sole responsibility for any expenses and license fees associated with such activities. Tenant is solely responsible for obtaining permission ~~from performers, promoters, organizations or their appropriate representatives in a position of~~ responsibility to claims which may result from these activities.
7. Tenant expressly agrees to adhere to all laws and licensing requirements, including, *inter alia*, all ASCAP, BMI and SESAC music licensing requirements.
8. Landlord agrees to allow Tenant to mount a Husky Logo on the exterior of the large scoreboard, facing the parking area and an academic logo on the exterior of the Tower, facing the parking area. All costs for purchase, mounting, maintenance and dismounting shall be borne by Tenant.
9. Landlord retains the right to allow Manager's concessionaire the ability to market product through the use of product displays and signs within the reasonably immediate proximity to the area of sale.
10. Tenant shall provide Landlord, by August 1, 2003, a schematic of all locations within the Stadium Facility for which Tenant has agreements for permanent signage. Such schematic shall be used by Landlord to identify a location within the Stadium Facility to be designated as a "Donor Wall". Such Donor Wall shall be for the purpose of recognizing and displaying attribution of any gifts, grants of funds, property or services accepted by Landlord for the

benefit of the Stadium Facility. Such schematic shall be updated by Tenant and provided to Landlord when any additional permanent signage is sold.

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

**Article 9      POWERS RESERVED TO LANDLORD.**

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

1. Use of the Catering & Concessions ("C&C") Facilities for C&C Operations;
2. Approval of the selection and retention of the Parking Manager as needed;
3. Approval and authority over the booking of Community Events;
4. Approval of the use of all promotional and business equipment used during Tenant Events, other than equipment directly used by Tenant's athletic teams;
5. Lease, license or similar agreements for use of portions of the Premises that do not impact the playing field or the operations or purposes of Tenant Events, (e.g., cellular telephone towers, etc.);
6. Sale or license of broadcasting and internet rights for Non-Tenant Events and the operation of, and licensing others to operate, video games and other games of entertainment value;
7. Establishment of ticket surcharges;
8. Disapproval of specific Events or types of Events if such event is not consistent with the Booking Policy;

9. Approval of the license terms and content of any signage and advertising displayed at the Stadium Site;
10. Rights of entry and alteration to the Stadium;
11. Rights with respect to naming rights pursuant to Article 12;
12. Control over the Revenue Account, the Stadium Facility Enterprise Fund, as defined in section 32-651(16) of the Connecticut General Statutes, and the Stadium Facility Capital Replacement Account, as defined in section 32-657 of the Connecticut General Statutes;
13. Capital Expenditures;
14. Such other rights, powers and privileges not expressly granted to Tenant;
15. ~~Manager approval of all promotional giveaway items and the manner of distribution is~~ expressly required; and
16. Landlord shall review, with Tenant's input, all security and tailgate policies at regularly scheduled times as mutually agreed upon.
17. Right to establish all pricing for the Suite and Club seat tickets for Non-Tenant Events.

**Article 10     ADDITIONAL OBLIGATIONS OF THE LANDLORD.**

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

3. Except as provided in Article 11, Landlord agrees to bear and be fully responsible for the cost of providing, maintaining, repairing and replacing the field playing surface, in a condition suitable for the playing of a college football game in accordance with the standards of the NCAA and/or other controlling governing league authority. Landlord shall not hold Tenant responsible for damage to the playing field surface of the Stadium for Non-Tenant Events.
4. The Landlord shall maintain Rentschler Field Stadium complete with football field goal posts, field goal ball nets, play clocks, scoreboard in conformity with standards and requirements of the NCAA or governing body, a large American flag, a large Connecticut flag, a large Tenant flag (Tenant Events only) subject to the mutual agreement of Landlord and Tenant, all of which shall be available for use by the Tenant for all Tenant Events. The Landlord also shall provide adequate facilities for dressing rooms, illumination of Rentschler Field Stadium sufficient for color television broadcasting, as necessary, heating, air conditioning, public address system, press box facilities, hook-up facilities convenient and serviceable for radio and television (including cable) broadcasting, and first aid facilities and services, except first aid services for Tenant Football Team and opponent football team are excluded. OPM will provide at the expense of Tenant requested sports equipment and field work for Other Tenant Events.
5. Except as stated otherwise elsewhere in this Lease, Landlord shall provide personnel for all administrative matters relating to each Tenant Event, by which is meant, without limitation, the furnishing of ushers, ticket sellers at the entrance to Rentschler Field Stadium, ticket takers, after-game clean-up personnel (and equipment), police and other security personnel in numbers sufficient to operate Rentschler Field Stadium for the performance of a Tenant Event and to ensure the orderly and safe accommodation, direction and control of persons to or from their seats in Rentschler Field Stadium and further reasonably to ensure the safety, to the maximum degree reasonably possible, of all persons who attend each Tenant Event.
6. The Landlord shall be responsible for mowing the field and preparing the football field by applying the field yard markings in accordance with NCAA standards.

7. In fulfilling Landlord's repair and maintenance obligations respecting the Premises, or in the event that the Landlord undertakes a program for renovation and rehabilitation of the Rentschler Field Stadium, or otherwise adds to or alters Rentschler Field Stadium (herein referred to collectively as the "**Improvements**"), all work undertaken in respect of the Improvements will be done in such a manner so as not to unreasonably interfere with Tenant's use of the Premises covered by this Lease.
8. Landlord, in consultation with Tenant, shall not schedule any events at the Stadium that will likely, in the opinion of Landlord or Landlord's consultant with expertise in playing turf management, to jeopardize the condition of the playing field for Tenant Football events.

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**Article 11    ADDITIONAL TENANT REQUIREMENTS AND RESPONSIBILITIES:**

1. Tenant is expressly required to work and deal with the Manager or its successor as Landlord's contract administrator for all matters, payments and/or events associated with this Lease. Tenant is required to adhere to the exclusive arrangement Landlord and Manager have entered into with a Concessionaire for providing concessions and catering services at Rentschler Field Stadium. Tenant has no right to provide food or beverage in any areas of the Stadium Site. Excluding sideline energy drinks and food provided during an athletic event by Tenant's staff to each team's players, cheerleaders, band members and to the student staff of the respective team's athletic departments.
2. Tenant shall require that all licenses for the use of Club Seats, Suites and/or signage abide by all covenants and restrictions regarding use and marketing of the Stadium Facilities for Tenant Events, as contained in the Donation and Acceptance and Acquisition Agreement, dated August 1, 2000 by and between United Technologies Corporation and the State of Connecticut.

3. Tenant is responsible for all expenses related to the repair or replacement of the Stadium Facilities, including the playing field, resulting from damage by Tenant staff, students, players, opposing teams and ticket holders, excluding ordinary wear and tear of the field caused in the normal course of Tenant's Events.
4. Tenant is responsible for providing, at its own expense, security for Tenant staff and players, referees, visiting team players and coaches, and others customarily protected by Tenant security forces and any UConn police.
5. Tenant shall identify an individual, prior to each Tenant Event, for the purpose of liaison between Manager and ticket holders having access to the Tower building and as liaison ~~between Manager and Tenant staff that may be performing duties at the Stadium Facilities~~ during Tenant Events. Tenant shall provide, with Landlord and/or Manager's input, at its expense, a mutually agreed upon number of tenant personnel at all tenant Events at the "A" and "B" entrances of the Stadium Tower to adequately service suite and club ticket holders, media or all team(s) personnel.
6. If required by Manager, Tenant shall also provide, at its expense, additional Tenant police within the student section and/or any other location mutually agreed upon, to monitor student activities.
7. Tenant has the right to place graphics on the playing field, in accordance with NCAA and conference requirements. Tenant shall provide to Manager a stencil of the desired graphic at a time provided by Manager. Tenant is responsible for the cost associated with same.

**Article 12    NAMING RIGHTS.**

As between Landlord and Tenant, Landlord reserves to itself exclusively all rights with respect to Rentschler Field Stadium naming rights. Tenant acknowledges and agrees that, pursuant to the

Implementing Legislation and the UTC Donation Agreement, the Stadium is to be referred to as "Rentschler Field". Tenant agrees in connection with Stadium Operations to comply with, and cause no breach by Landlord with respect to, the provisions of Section 10.01 and 10.02 of the UTC Donation Agreement with respect to naming rights and advertising at the Stadium.

Landlord and Tenant agree to negotiate a revenue sharing arrangement for the sale of naming rights for discreet components of the facility, or the facility itself, should that right become available. Any naming rights agreements must be in compliance with P.A. 00-140, the UTC Donation Acceptance and Acquisition Agreement and IRS private activity restrictions contained in the IRS Code of 1986 and Section 141(b) of the Code.

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**Article 13     INSURANCE AND INDEMNIFICATION.**

1. Tenant shall obtain and maintain event liability insurance for all fans, spectators and invitees for Tenant's Events. Tenant shall obtain and maintain and cause any Tenant vendors to obtain and maintain comprehensive general liability and property damage insurance, workers compensation and adequate comprehensive vehicle liability insurance as may be required and provided by the State's Insurance Risk Manager.
2. Tenant shall be responsible for paying its share of the Stadium master insurance policy obtained by the State as follows:  
  
$$\frac{\text{Projected Tenant Event Attendance}}{\text{Projected Total Attendance}} \times \text{Annual Cost of Premium} = \text{Tenant Share}$$
3. Tenant shall require all promotional activities to meet the insurance requirements of the State's Insurance Risk Manager.

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

**Article 14    TAXES.**

Landlord and Tenant acknowledge that:

1. Ticket sales for Tenant Events at the Stadium will be subject to admissions taxes pursuant to Section 12-541 of the General Statutes, except to the extent that an exemption may be available thereunder for particular Events,
2. Events at the Stadium held for the benefit of tax-exempt entities, including Tenant, are not entitled to the admissions tax exemptions otherwise available for such events under subdivisions (3) and (4) of subsection (a) of Section 12-541, and
3. The sale of parking and other goods and services at Rentschler Field Stadium shall be subject to applicable sales and use taxes. For revenue collected from the sale of tickets, Tenant shall collect such admissions and sales taxes, and shall remit such taxes to the proper taxing authorities as required by law. Tenant shall be responsible for any failure to collect and/or remit applicable taxes as required by this Section.

**Article 15    COMPLIANCE WITH LAWS.**

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

2. Throughout the Term of this Lease Tenant shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions and boards and officers thereof which are now or hereafter applicable to the Premises and Rentschler Field Stadium or to the use or manner of use of the Premises or Rentschler Field Stadium, provided, however, that Tenant shall not be required to make any alterations or improvements to the Premises or Rentschler Field Stadium to comply with the Legal Requirements, it being the intent of the parties that the full cost and expense of compliance with the Legal Requirements shall be borne by the Landlord.

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**Article 16     BONDING COMPLIANCE.**

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

2. In connection with the issuance by the State of Connecticut of tax-exempt General Obligation Bonds, the Tenant certifies, represents and covenants as follows: Tenant hereby covenants and agrees that (1) it shall amend or cause to be amended, within six months of the date hereof, any private activity agreement so that, as amended, such agreements comply with the Internal Revenue Service guidelines set forth in Internal Revenue Service Revenue Procedure 97-13 or otherwise does not result in private business use of the Facilities within the meaning of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), (2) it shall obtain an opinion of nationally recognized bond counsel to the effect that, as amended, any such or future private activity Agreement comply with the Internal Revenue Service guidelines set forth in Revenue Procedure 97-13 or otherwise does not result in private business use of the Facilities within the meaning of Section 141(b) of the Code; and (3) any contract or agreement that the Tenant enters into that provides additional private activity funding shall comply with the Internal Revenue Service guidelines set forth in Internal Revenue Service Revenue Procedure 97-13 or otherwise will not result in private business use of the Facilities within the meaning of Section 141(b) of the Code.
3. The Tenant understands that the certifications contained in this Certificate will be relied on by the Issuer in making certain of its representations in its tax compliance certificates, and by bond counsel, in rendering certain of its opinions, in connection with the issuance of the Revenue Bonds and the Refunding Bonds.

**Article 17     REPRESENTATIONS AND WARRANTIES.**

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

- a. There are no existing violations of any environmental, health, safety, building, fire or other applicable governmental laws, codes or regulations with respect to the Demised Premises or the operation thereof;
- b. Landlord has authority, under the Statutes, to permit the use of the Demised Premises by Tenant

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- c. Landlord is a public agency of the State and has all the requisite power and authority to enter into this Lease pursuant to Title 32, Chapter 588z of the Connecticut General Statutes.
- d. The execution and delivery of this Lease by the Landlord and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of the Landlord.
- e. This Lease has been duly executed and delivered by the Landlord and constitutes the legal, valid and binding obligation of the Landlord, enforceable against the Landlord in accordance with its terms.
- f. The execution and delivery of this Lease by the Landlord and the performance by the Landlord of its obligations hereunder do not conflict with or constitute a default under or violation of any term of any loan agreement, lease, indenture, mortgage or other contract to which the Landlord is a party or by which it or its property or the Demised Premises is bound, including, without limitation, the Landlord's Bonds (or any related instruments), or any judgment, order, decree or ruling to which it, its

property or the Demised Premises is subject, to the extent such conflict or default could have an adverse effect on Tenant or its rights or interests under this Lease. There are no existing agreements, instruments or documents that grant any rights, liens, tenancies, or interests in or to the Demised Premises to any other persons which are inconsistent with, or in derogation of, Tenant's rights or interests under this Lease.

- g. The Premises are in condition comparable to other modern Stadiums of comparable size and all holding events of regional and national interest from time to time.
- h. There is no (i) threatened or pending litigation, condemnation, rezoning or other governmental orders, proceedings or lawsuits involving the Demised Premises or Rentschler Field Stadium, (ii) threatened or pending work stoppages or other labor actions, or (iii) building code violations relating to the leasing, use, repair or maintenance of the Demised Premises which individually or in the aggregate would have an adverse effect on Tenant or any of its rights or interests under this Lease.

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

- a. The execution and delivery of this Lease by Tenant and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of the Tenant.
- b. This Lease has been duly executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights generally.
- c. The execution and delivery of this Lease by Tenant and the performance by Tenant of its obligations hereunder do not conflict with or constitute a default under or

violation of any term of any loan agreement, lease, indenture, mortgage or other contract to which Tenant is a party or by which it or its property is bound, including, without limitation, the NCAA or NCAA Documents, or governing conference, or any judgment, order, decree or ruling to which it, its property or the Demised Premises is subject.

**Article 18     COVENANT NOT TO RELOCATE.**

1. Home Games at Rentschler Field Stadium. Except as expressly provided in this Lease, (i)

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Tenant shall play all Home Football Games at the Premises during the Term. Any anticipatory breach by Tenant under this Article 18 shall be deemed to be a breach of this Article 18.

2. Relief. Tenant acknowledges and agrees that, notwithstanding any other rights or remedies the Landlord may have under this Agreement, the Landlord has no adequate remedy at law for a breach by Tenant of this Article 18 due to the fact that it would be difficult to ascertain the measure of Landlord's damages. Without limiting the foregoing, as a public agency of the State of Connecticut, one of the Landlord's primary purposes is to ensure the economic viability of Rentschler Field Stadium, including particularly the provisions of this Article 18, are in furtherance of such purposes; and such purposes would be frustrated if the provisions of this Article 18 could not be specifically enforced. Accordingly, the parties agree that in the event of a breach of this Article 18, the Landlord shall be entitled to seek injunctive and other equitable relief, temporary and permanent, and the Tenant agrees that it will not assert any defense that the Landlord has any adequate remedy at law. Notwithstanding anything to the contrary herein, Landlord acknowledges that Tenant's covenants in this Article 18 shall only inure to the benefit of the State of Connecticut Office of Policy & Management and any

permitted assignee that is expressly identified in the first sentence of Article 18 of this Lease (the "State Agencies").

**Article 19     GOVERNMENTAL IMMUNITY.**

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

**Article 20     INDEPENDENT AUDIT.**

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Landlord and/or Tenant shall have the right at any time, and from time to time during reasonable business hours and upon reasonable notice, to cause nationally recognized independent auditors to audit all of each others books relating to Rentschler Field Stadium ticket sales and operations, advertisement, promotions, and sponsorships income derived from Rentschler Field Stadium. No costs incurred by Landlord in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Tenant's Revenues or ticket sales reflected in any financial statements prepared by Tenant and audited as specified in Article 9(f) are understated (in the case of Gross Revenues) or overstated (in the case of Net Revenues), in either case by more than five percent (5%), Tenant shall pay to Landlord the reasonable cost of such audit (which shall not be an Operating Expense). Landlord's right to have such an audit made with respect to any Lease Year and Tenant's obligation to retain the above records shall expire three (3) years after each Lease year. Such financial statements and results shall remain subject to audit and adjustment by the Auditors of Public Accounts in accordance with law.

Article 21     MISCELLANEOUS PROVISIONS.

1.   Promotion Rights. This Lease is intended and is to be construed as granting the Tenant the exclusive right to promote college Division I-A football games and/or other Tenant Events, including but not limited to men's and women's soccer, at Rentschler Field Stadium.
2.   Separate Operations. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the Landlord and the Tenant, and the Tenant shall not be responsible for any debts or liabilities incurred by the Landlord in connection with the conduct of the business of Rentschler Field Stadium and/or Rentschler Field Site, nor shall Landlord be responsible for any debts or liabilities incurred by Tenant in connection with the presentation of its football games and/or Tenant Events.
3.   Waiver. The failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent action by the other.
4.   Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease, observing, keeping and performing all of the terms and provisions of this Lease on the part of Tenant to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold,

occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons whomsoever.

5. Alterations by Tenant. Tenant shall make no alterations to the Premises or Stadium without the prior written consent of the Landlord. Tenant shall not allow any modifications to Suites or Club Room space by licensees. Landlord agrees to allow tasteful pictures or photos to be placed in Suites by licensees; however, Landlord assumes no expense for mounting, hanging, removing or repairs necessary to return the Suite to its original condition. Landlord assumes no liability for loss or damage to any items placed in Suites by Licensees. Any pictures or photos placed in Suites must be affixed by Manager; all costs for same to be charged Tenant by Manager. Tenant assumes all liability for any pictures or photos placed in the suites by licensees.
6. Tents. The lease or sublease of all Landlord designated tent plots within the Stadium shall be through Tenant. Tenant shall notify the Manager or concessionaire as determined by Manager immediately upon assignment of tent locations. Manager or concessionaire shall henceforth be the primary contact with the tent lessor.
7. Landlord's Access. Landlord shall have the right upon reasonable prior notice to Tenant (and at any time without notice in the event of an emergency) to enter into the portion of the Premises under the exclusive dominion and control of Tenant to make repairs. However, Landlord shall schedule such repairs in order to assure minimum disruption to the Tenant's operations and shall take all reasonable steps to safeguard the Tenant's personal and continued operations.
8. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a statement on the status of any matter pertaining to this Lease.

9. Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
10. Recording. Landlord and Tenant agree not to record the within Lease, but Landlord and Tenant agree to execute and record a Notice of Lease complying with applicable Connecticut Law. In no event shall such document set forth the economic terms under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and it is not intended to vary the terms and conditions of this Lease.
11. Notices. Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be sent by U.S. Mail, Federal Express or other recognized overnight courier return receipt requested, registered or certified mail, postage prepaid, and if intended for Landlord, addressed to Landlord at the address set forth below (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice), and if intended for Tenant, to the address set forth below.

For Landlord as follows:

State of Connecticut

Office of Policy & Management

450 Capitol Avenue

MS# 55SEC

Hartford, CT 06106-1308

Attn: Michael Mehigen

With copy as follows:

Madison Square Garden CT, L.L.C.

C/o Madison Square Garden, L.P.

Two Pennsylvania Plaza

New York, New York 10121-0091

Attention: General Counsel

For Tenant as follows:

University of Connecticut

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Athletic Department

2095 Hillside Road

Storrs, CT 06269-3078

Attn:

All such notices shall be effective when received or refused.

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

(m) Notice of Lease. At any time following the date hereof, either party shall within five (5) days following the written request of the other, join in the execution of a notice of lease (in

recordable form) pursuant to Section 47-19 of the Connecticut General Statutes and either party may record the same.

(o) Captions. The captions and headings throughout this Lease are for convenience of reference only, and the words contained therein shall in no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope of the intent of this Lease, or in any way affect this Lease.

(p) Provisions Binding. The terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant, except as provided in Section 23(b) or otherwise as expressly provided herein or limited hereby.

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

(r) Amendments. This Lease may be modified or amended only by written instrument signed by the duly authorized officers of the parties hereto.

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

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

Witnessed by:

LANDLORD:

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

By: *Marc S. Ryan* Deputy Secretary for  
Marc S. Ryan  
Secretary per C.G.S. § 4-66 and 32-655

TENANT:

University of Connecticut  
2095 Hillside Road  
Storrs, CT 06269-3078

By: *Lorraine M. Aronson*  
Name: Lorraine M. Aronson  
Title: Vice President per C.G.S. § 10a-108

STATE OF CONNECTICUT )

COUNTY OF HARTFORD )

ss.

On this the 29<sup>th</sup> day of August, 2003, before me, the undersigned official, personally appeared ~~Marc S. Ryan~~ <sup>Anne S. Ryan</sup>, known to me (or satisfactorily proven) the person whose name is subscribed to the within instrument, and acknowledged himself to be the ~~Secretary~~ <sup>Deputy</sup> of THE STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT, and that he, as such official, being authorized so to do, executed the foregoing instrument as the free act and deed of the State of Connecticut Office of Policy & Management for the purposes contained therein by signing the name of the State of Connecticut Office of Policy & Management by himself as such official.

In witness whereof, I hereunto set my hand.

Saveth D. Bye  
Commissioner of the Superior Court  
~~Notary Public~~  
My Commission Expires:

[Affix Notarial Seal]

STATE OF CONNECTICUT)

COUNTY OF Tolland )

ss: Mansfield

On this the 29 day of August, 2003, before me, the undersigned officer, personally appeared Lorraine N. Aronson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself/herself to be the Vice President of THE UNIVERSITY OF CONNECTICUT, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument as the free act and deed of THE UNIVERSITY OF CONNECTICUT, by himself/herself as such officer.

In witness whereof, I hereunto set my hand.

*Lorraine A. Bolu*

Commissioner of the Superior Court  
Notary Public

My Commission Expires: November 30, 2005

[Affix Notarial Seal]

AMENDMENT  
LEASE AGREEMENT  
Between the  
THE STATE OF CONNECTICUT OFFICE OF POLICY &  
MANAGEMENT  
and  
THE UNIVERSITY OF CONNECTICUT

The Lease Agreement, dated as of August 29, 2003, is hereby amended as follows: (Deleted Language in Brackets; New Language Underlined)

Article 21. Miscellaneous Provisions.

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

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

IN WITNESS WHEREOF, the authorized representatives of Landlord and Tenant, respectively, have executed this Agreement on this 25<sup>th</sup> day of November 2003.

Deborah Blanchard  
WITNESS

LANDLORD:  
State of Connecticut  
Office of Policy & Management  
450 Capitol Avenue  
Hartford, CT 06106-1308

BY: Annex D'Amico, Deputy Secretary for  
Marc S. Ryan  
Secretary per C.G.S. §4-66 and 32-655

Karen M. Laguarda  
WITNESS

TENANT:  
University of Connecticut  
2095 Hillside Road  
Storrs, CT 06269-3078

BY: Lorraine M. Aronson  
Lorraine M. Aronson  
Vice President per C.G.S. §10a-108