

This CONCESSION AND CATERING SERVICES AGREEMENT is entered into as of the 1st day of September, 2008, by and between Northland AEG, LLC a Delaware limited liability company Northland AEG in its capacity as manager of Rentschler Field ("the Stadium") and Sodexo Operations, LLC, a Delaware limited liability company ("Sodexo").

RECITALS

WHEREAS, by Agreement dated as of May 25, 2007 the State of Connecticut, acting by and through the Secretary of the Office of Policy and Management ("OPM") conferred on Northland AEG the exclusive right to perform and furnish or cause to be performed and furnished certain management services, labor and materials needed to operate and maintain certain facilities at the Stadium (the "Stadium Management Agreement")

WHEREAS, by Agreement dated as of May 25, 2007 OPM conferred on Northland AEG the exclusive right to perform and furnish or cause to be performed and furnished certain management services, labor and materials needed to operate and maintain the concessions and catering facilities at the Stadium (the "Catering and Concessions Management Agreement")

WHEREAS, Northland AEG has recommended to OPM that Sodexo be selected to manage and operate certain food and beverage concessions and catering services at the Stadium and OPM concurs in that recommendation and desires Northland AEG to enter into an agreement with Sodexo to provide such services, and Sodexo desires to enter into such an agreement with Northland AEG.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, contracts and agreements set forth here, the parties hereto mutually agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

Definitions.

For purposes of this Agreement, the following words and terms shall have the respective meanings set forth below:

"Affiliate" means, with respect to any Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means this Concession and Catering Services Agreement, all exhibits and schedules hereto, and any and all supplements and amendments hereto or thereto.

"Alcoholic Beverage Gross Receipts " means all proceeds of every kind derived from the sale of alcoholic beverages in connection with the Concessions Services under this Agreement, whether for cash or credit, collected or uncollected, and whether delivered on-site or off-site, whether the purchaser places the order in person on-site or by telephone, facsimile, mail or other means; less sales taxes or equivalent use taxes levied upon such sales (which are to be paid by Sodexo) and customer refunds.

"Applicable Laws" means all laws, statutes, ordinances, rules, regulations, orders or determinations of Governmental Authorities, including the Implementing Legislation, the State Contracting Requirements, the ADA, the FLSA, ERISA, OSHA, orders, rules, regulations and requirements of the Department of Public Health, the Department of Homeland Security and the Department of Public Safety, including those applicable to the Stadium as a strategic state asset, Environmental Laws, the State Fire Safety Code, orders, rules and regulations of the Department of Public Health and applicable local ordinances relating to food and beverage preparation, storage and service, cleanliness, food and beverage quality, and other matters of public health, and applicable Executive Orders of the Governor, applicable to Concessions and Caterings and the equipping, maintenance, occupancy, possession, control, management, use or operation of the Concession and Catering Space and the Concession and Catering Facilities, the hiring and employment practices of Sodexo and the terms and conditions of employment of employees providing Catering Services and Concession Services, or the authorization, execution, delivery and performance by Sodexo of its obligations under this Agreement.

"Business Day" means a day which is not a Saturday, Sunday or a holiday on which banking institutions in the State generally are authorized or required by law to remain closed.

"Catering Gross Receipts" means all proceeds of every kind derived from Catering, except the sale of alcoholic beverages, including, but not limited to, the sale of food and beverages, and services (including service charges, whether or not a portion thereof is allocated to employee compensation, but excluding separate gratuities and taxes) not paid directly by customers to servers under this Agreement from all categories of Products sold or rented, whether for cash or credit, collected or uncollected, and whether delivered on-site or off-site, whether the purchaser places the order in person on-site or by telephone, facsimile, mail or other means; less sales taxes or equivalent use taxes levied upon such sales (which are to be paid by Sodexo) and Northland AEG approved customer refunds, bad debts and uncollected credit accounts. If Northland AEG and OPM permit Sodexo to subcontract the sale or rental of any items under this Agreement, Catering Gross Receipts shall include applicable subcontractor gross receipts, not net commissions to Sodexo. Catering Gross Receipts shall not include payment to Sodexo to reimburse any one-time expenses related to the rental of equipment for a specific catered Event, provided that Catering Gross Receipts shall include any mark-up or premium received by Sodexo related to such rental. Whenever a receipt or accounting of Catering Gross Receipts is required for any purpose, it shall include a breakdown of Catering Gross Receipts by category of sale.

"Catering" or "Catering Services" means the provision of food and beverages in the following locations and categories: luxury suites (excluding purchases paid from the Concession stand on the Club Level), Press Room, private functions and crew feeding.

"Commencement Date" means July 1, 2008.

"Commissions" is defined in Section 8.01.

"Concession and Catering Facilities" means all facilities, furniture, fixtures and equipment used in the operation of the Concessions and Catering, including-, but not limited to, offices, commissaries, storage areas, preparation areas, service areas, kiosks and concession stands, refreshment stands, vending machines, furniture, food and beverage dispensing equipment, cooking, refrigeration and other food storage and preparation equipment, cash registers, janitorial and maintenance equipment, and all other property within or constituting Concession and Catering Space.

"Concession and Catering Space" means such portions of the Stadium to which Sodexo shall have access and use for storage, offices, and as commissaries and for uses directly related to Concessions or Catering which areas are depicted on Exhibit C attached hereto.

"Concessions" or "Concession Services" means (a) the sale of food and beverages, including, but not limited to, alcoholic and non-alcoholic beverages and candy sold from concession stands, kiosks, fast food stands, concourse bars, vending machines, portable service stands and additional concession stands and concourse bars, if any, and via wait service and vendors circulating through the Seating Area; (b) the sale of food and beverage services and related services at the Concession Stand located at the Stadium Club; and (c) the sale or rental of Merchandise (but excluding the sale or rental of Merchandise for University athletic Events); in each case within or from the Stadium Site.

"Concession Employees" means Sodexo's paid management and hourly employees providing Catering Services and Concession Services.

"Concessions Gross Receipts" means all proceeds of every kind derived from Concessions except the sale of alcoholic beverages, including, but not limited to, the sale of food, non-alcoholic beverages, and services under this Agreement from all categories of Products sold or rented, whether for cash or credit, collected or uncollected, and whether delivered on-site or off-site, whether the purchaser places the order in person on-site or by telephone, facsimile, mail or other means; less sales taxes or equivalent use taxes levied upon such sales (which are to be paid by Sodexo) and customer refunds, bad debts and uncollected credit accounts. Whenever a receipt or accounting of Concessions Gross Receipts is required for any purpose, it shall include a breakdown of Concessions Gross Receipts by category of sale.

"Event" means any exhibition, event, contest, game, practice, sports activity, presentation, meeting, assemblage, convention or other use of the Stadium or any part thereof.

"Fiscal Year" means the period of twelve consecutive calendar months in any year ending on June 30.

"Gross Receipts" means the collective of Alcoholic Beverage Gross Receipts, Catering Gross Receipts, Concessions Gross Receipts and Merchandise Gross Receipts and any other revenue which may be earned by Sodexo pursuant to the terms of this Agreement. If Northland AEG and OPM permit Sodexo to subcontract the sale or rental of any items under this Agreement, Gross Receipts shall include applicable subcontractor gross receipts, not net commissions to Sodexo.

"Implementing Legislation" means Chapter 588z of the General Statutes and Section 39 of Public Act 98-1 (December Special Session) as amended by Public Act 99-241, Public Act 00-140 and Public Act 00-1 of the June, 2000 Special Session.

"Industry Standard" means the average standard or quality of performance provided by recently completed stadiums hosting NCAA Division I-A home football games and other sports and entertainment events of regional interest.

"Licensee" means any event licensee or lessee or tenant of the Stadium, including but not limited to the University.

"Luxury Suites" means each of the thirty-eight (38) so-called luxury suites or skyboxes located on levels 3-5 of the Stadium tower.

"Managed Facilities" means the Stadium, all other improvements, facilities, roadways, walkways, parking areas, grounds, open space and other improved and unimproved areas constituting the Stadium Site (but excluding any freestanding trailer or structure on the Stadium Site used and maintained by the Connecticut Department of Public Safety or its Division of State Police), and includes designated off-site parking areas and associated, roadways and walkways (as identified in the Parking Plan) but only to the extent and for the periods that the same are the responsibility of OPM or Northland AEG in connection with Events.

"Merchandise Gross Receipts" means all proceeds of every kind derived from the sale or rental of novelties, other merchandise and programs (collectively "Merchandise") under this Agreement, whether for cash or credit, collected or uncollected, and whether delivered on-site or off-site, whether the purchaser places the order in person on-site or by telephone, facsimile, mail or other means; less sales taxes or equivalent use taxes levied upon such sales (which are to be paid by Sodexo) and customer refunds.

"Monthly Accounting Period" means each monthly period (or portion thereof) in accordance with Sodexo's accounting calendar, which is arranged in a four week, four week, five week basis for each quarter.

"Opening Date" means the date of the first Event at the Stadium.

"Operations Period" means the period commencing on the Commencement Date and ending on the Termination Date.

"Person" or "entity" means any natural person, corporation, partnership, limited liability company, association, trust, other business entity or governmental unit.

"Products" means any and all kinds, types and categories of food, candy, alcoholic and non-alcoholic beverages, beer, wine, liquor, novelties, programs, and any other items and services which may from time to time be jointly agreed by Sodexo and Northland AEG in writing, which are or may be sold in or from the Stadium, whether not sold during Events or performances. The term "Products" shall include all services and activities performed or required to be undertaken by Sodexo in order to provide and/or sell the Products, or any combination thereof, at the Stadium, including, without limitation, all food, beverage and catering activities in connection with the sale of any form of such Products.

"Seating Area" means that portion of the Stadium bowl where patrons are afforded seats while attending Events.

"Site Plan" means that certain plan showing the Stadium and the Stadium Site, a copy of which is annexed hereto as Exhibit B.

"Sodexo" is defined in the first paragraph hereof.

"Stadium Club" means the areas, facilities and amenities located on level 3 of the Stadium Tower and available for the exclusive use of holders of premium tickets for "club seating" and catered functions.

"Stadium Site" means the approximately 75 acre site in East Hartford owned by the State of Connecticut on which the Stadium is located.

"State" means the State of Connecticut

"Stadium" means the approximately 40,000 seat open air stadium in East Hartford, Connecticut to be known as "Rentschler Field", including the Stadium Tower, Luxury Suites, Stadium Club, concession buildings, locker rooms, press areas, kitchens, offices, maintenance and service areas and all associated electrical, plumbing, mechanical, heating, cooling, ventilating, drainage, safety, security, communication and other building systems, and all other buildings, facilities and improvements within the fenced perimeter separating the stadium from adjacent parking areas, roadways and walkways.

"Stadium Tower" means the portion of the Stadium shown as the "Stadium Tower" on the Site Plan.

"Supplies" is defined in Section 3.09.

"Termination Date" means the date of expiration or earlier termination of this Agreement in accordance with its terms.

"University" means the University of Connecticut.

Section 1.02 Interpretation.

- (a) References to a "Section" or "Sections" herein refer to this Agreement unless otherwise stated.
- (b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.
- (c) Any heading preceding the texts of the several sections of this Agreement, and any table of contents or index of schedules and exhibits appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (d) All approvals, consents and acceptances required to be given or made by any party hereunder shall not be unreasonably withheld, conditioned 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.
- (e) All notices to be given hereunder shall be given in writing within a reasonable time unless otherwise specifically provided.
- (f) Whenever any calculation or valuation is required to be made for any purposes hereunder and the method or manner of such calculation or valuation is not provided for in this Agreement, it shall be done in accordance with generally accepted accounting principles consistently applied, unless otherwise required by Applicable Law or regulation, and all items of income and expense required for any such calculation shall be accounted for on a full cash basis.
- (g) Each schedule and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

ARTICLE II
ENGAGEMENT

Section 2.01 Grant of Rights.

Northland AEG hereby grants to Sodexo throughout the Operations Period of this Agreement the right to provide Concession Services and Catering Services throughout the Stadium Site, under the terms and conditions contained in this Agreement.

Section 2.02 License.

Sodexo shall have the right to use the Concession and Catering Facilities and occupy the Concession and Catering Space solely for the purpose of selling Products and providing Concession Services and Catering Services in connection with this Agreement.

Section 2.03 Quality.

(a) Sodexo shall provide, offer, sell and serve only first- class and high quality Products, Concession Services, Catering Services and related services at the Stadium with brand choice, assortment, menu and food items to be subject to Northland AEG's approval. Northland AEG shall not specify brands that are not reasonably competitive in price and quality with nationally competitive brands, except to the extent that Northland AEG is exercising its rights pursuant to section 4.04 of this Agreement. All Products and methods of service shall conform in all respects to (i) all applicable federal, state and local laws, ordinances and regulations, (ii) all rules, regulations, practices and procedures established by OPM and/or Northland AEG, and (iii) all of Sodexo's internal rules, regulations, practices and procedures. In the event of any conflict, the requirements of section 2.03(a)(i) shall take precedence of the requirements of section 2.03(a)(ii) and (iii) and the requirements of section 2.03(a)(ii) shall take precedence over the requirements of section 2.03(a)(iii).

(b) Concession Services and Catering Services shall be provided in a first-class manner by well-trained, well-mannered, sanitary and well-groomed employees who shall comply with all applicable federal, state and local laws, ordinances and regulations.

(c) Sodexo will perform its obligations under this Agreement so that the Concession Services and Catering Services offered, including Products served, are (i) at least comparable to those of other first-class similarly situated sports arenas across the country and (ii) are at least equivalent to the Industry Standard with respect to service, personnel, management, products, menus, pricing and all other aspects of the Concessions and Catering Services.

Section 2.04 Role and Responsibilities of Northland AEG

Northland AEG shall manage, supervise and direct Sodexo, shall administer and enforce this Agreement, and shall act as OPM's representative in all dealings with Sodexo.

~~ARTICLE III~~
SERVICES TO BE PROVIDED BY SODEXO

During the Operations Period, Sodexo shall manage, supervise and operate the Concessions and Catering Services and Concession and Catering Facilities and provide related services for Northland AEG including, without limitation, the following:

Section 3.01 Management Personnel and Other Employees.

(a) Subject to Northland AEG's prior approval, Sodexo shall retain, train, monitor, evaluate, discipline and dismiss employees, all of whom shall be employees of Sodexo employed for the purpose of carrying out Sodexo's obligations under this Agreement. In so doing, Sodexo shall be solely responsible (as between Sodexo and Northland AEG) for the employees and their actions and shall hold Northland AEG harmless from the same, shall pay all employment taxes, workers' compensation insurance, benefits, salaries, wages and other related expenses with respect to said employees and shall otherwise supervise and control said employees. Employees shall include, without limitation, fully trained in-stand concession vendors, in-Stadium concession vendors, a general manager, an assistant general manager and other employees as required by this Agreement or as Sodexo shall determine to be necessary or appropriate. Northland AEG shall have the right to require employee and candidate drug, alcohol and other screening tests. Sodexo's obligations under this Section 3.01 shall be subject to contrary requirements of Applicable Law and collective bargaining agreements. Sodexo shall use its best efforts to exclude from collective bargaining agreements provisions inconsistent with Sodexo's obligations under this Agreement, including, without limitation, Sodexo's obligations under Sections 3.01, 3.04 and 3.06.

(b) Section 3.01(a) above notwithstanding, Sodexo shall have the right, subject in each instance to Northland AEG's approval, to enter into subcontracts with charitable organizations for the purpose of obtaining the services of in-stand and in-Stadium concession vendors, provided however that no such personnel may be used in the Stadium Club or the Luxury Suites.

Section 3.02 General Manager.

Sodexo's general manager for Concessions and Catering (the "General Manager") shall, at all times, be reasonably satisfactory to Northland AEG. Sodexo's selection of the General Manager shall be subject to Northland AEG's approval. The General Manager, or the General Manager's designated alternate, who shall also be subject to Northland AEG's approval, will be available at the Stadium during all Events and at all other times as shall be reasonably requested or required by Northland AEG.

Section 3.03 Time Commitment

Sodexo shall ensure that its executives and employees devote such time and resources as may be necessary and appropriate from time to time to perform Sodexo's obligations and responsibilities pursuant to this Agreement in conformance with the standard of quality of Products, Concession Services and Catering Services performance required by this Agreement.

Section 3.04 Employee Conduct: Training.

Subject to Applicable Law and collective bargaining agreements:

(a) Sodexo shall not permit the drinking of alcoholic beverages and/or the use of controlled substances by employees or independent contractors. Sodexo shall immediately dismiss any person violating such prohibitions.

(b) Sodexo's employees, and the employees of its subcontractors, shall at all times maintain personal cleanliness and a positive appearance, be polite and courteous in their dealings with the Stadium patrons, and not unreasonably disturb or offend patrons or interfere with a program or Event in progress.

(c) Sodexo shall train and closely supervise all of its employees, and those employees of its subcontractors who interact with the public, so that they are aware of and habitually practice high standards of cleanliness, courtesy and services and otherwise comply with the requirements of this Agreement.

(d) Uniforms shall be required for Sodexo's employees and the employees of its subcontractors, which shall be of high quality and of a style chosen by Sodexo with the approval of Northland AEG.

(e) Sodexo's employees and the employees of its subcontractors shall be identified by numbers or letters prominently displayed on their person(s), on their uniform(s) or on badge(s). Accurate records shall be kept by Sodexo in order to assure identification of said employees.

Section 3.05 Sodexo's Employees and Independent Contractors.

If Northland AEG notifies Sodexo in writing of an objection to any of Sodexo's employees, including the General Manager, Sodexo shall have thirty (30) days in which to cure the deficiencies noted by Northland AEG. If such deficiencies have not been cured to Northland AEG's reasonable satisfaction within such thirty (30) day period, the assignment of such employee to the Stadium shall be discontinued and a suitable person shall be substituted by Sodexo as soon as practicable. The foregoing, notwithstanding, Northland AEG's right to require replacement of an employee of Sodexo, and Sodexo's obligation to comply with any such request shall be subject to restrictions imposed upon Sodexo by any federal or state statute, law, code, regulation or ordinance or by any collective bargaining agreement or other contract affecting such employee.

Section 3.06 Hours of Concessions and Catering Operations.

Concessions and Catering shall be operated during all Event hours and as Northland AEG and Sodexo jointly establish with the goal of maximizing Gross Receipts; provided, however, that no operations or alcoholic beverage sales shall take place during any hours or periods when such operations or sales are prohibited by applicable laws or as directed by Northland AEG. Sodexo shall have appropriate food service areas and facilities open and in operation at reasonable times before, during and after all Events, so that Sodexo shall furnish Concession and Catering Services for the full period of time reasonably required to provide appropriate service for all Events (except for those Events, if any, for which Northland AEG specifically agrees with Sodexo that there will be no Concession Services and/or Catering Services) and to reasonably maximize Gross Receipts.

Section 3.07 Staffing Requirements.

Sodexo shall provide the following level of service for each Event based on expected attendance for such Event:

- (a) maintain open and staffed for each Event sufficient concession stands and kiosks to provide one point of service for every two hundred (200) seats;

(b) in the Seating Area, maintain a sufficient number of vendors for soda, beer and food, as appropriate, so as to maximize Gross Receipts attributable to Seating Area vending; and

(c) in all locations, and for all Events, for which Catering Services are provided maintain a sufficient number of wait, service and kitchen staff as appropriate to provide first-quality food and beverage service.

Section 3.08 Concession and Catering Facilities

(a) Sodexo shall maintain in first-class operating and sanitary condition all Concession and Catering Space and Concession and Catering Facilities, including offices, commissaries, storage areas, Product preparation areas, service areas, kiosks and concession stands used in connection therewith, and in sufficient condition and appearance to perform properly under the terms and conditions of this Agreement to the satisfaction of Northland AEG and in accordance with all applicable safety, health and other laws, rules and regulations. Sodexo shall be responsible for routine cleaning, repairing and maintaining of the Concession and Catering Facilities, including the fixtures, furniture and equipment.

(b) Sodexo agrees to furnish all labor and materials required for the moving, setting up and dismantling of (i) all temporary refreshment stands at such location(s) and in such numbers as may be reasonable to maximize sales and (ii) tents, tables, chairs and other necessary equipment and materials for hospitality catering on the Stadium Site, as directed by Northland AEG.

(c) Sodexo shall not make any Concession and Catering Facilities or Concession and Catering Space available for the use of any third party except as may be expressly provided herein.

Section 3.09 Supplies

Sodexo shall supply at its own expense throughout the Operations Period, all supplies, including, but not limited to, small wares (such as china, utensils, glassware and the like), paper goods and other goods normally used in connection with the provision of Concession and Catering Services (hereinafter referred to as "Supplies") so that the services to be performed by Sodexo throughout the Operations Period shall be provided in a first-quality manner in both quality and appearance.

Section 3.10 New Technologies

Sodexo agrees to utilize new technologies and services as they become available on commercially reasonable terms.

Section 3.11 Credit/Debit Cards

In the event that any permanent stands are erected for the sale or rental of Merchandise, Sodexo shall accept credit cards, and where applicable debit cards, at all such stands, and in other locations and at other times as may be commercially reasonable or appropriate.

Section 3.12 Beverage containers

Except for operations for which Sodexo and Northland AEG agree that glass beverage containers will be acceptable, Sodexo shall serve all beverages in plastic or other disposable cups approved by Northland AEG which display the Stadium name and logo or other name and logo designated by Northland AEG. Sodexo's employees selling mixed drinks and other liquids or frozen items shall use leak proof baskets or containers of such design and construction that the contents thereof will not drip on any

seats or floors; bottlecaps and bottles shall be retained in said baskets or containers and shall not be permitted to be scattered on the floors.

Section 3.13 Manner of Serving.

Sodexo's employees shall dispense all materials, drinks or liquids with a minimum of noise or other distraction. Sodexo's vendors and waiters/waitresses operating within aisles and access areas of the Seating Area shall not behave in an offensive manner and shall not interfere with the viewing of football games and Events beyond the reasonable exercise of the normal functions of such vendors and waiters/waitresses. Vending machines shall be installed, stocked and serviced only as agreed between Sodexo and Northland AEG.

Section 3.14 Failure to Provide Concession Services or Catering Services.

Except with respect to curtailed services or Events for which Concession Services and/or Catering Services are not to be provided by agreement of Northland AEG and Sodexo, if Sodexo shall fail to provide the Concession Services or Catering Services, in whole or in part, for any Event as required by this Agreement, Northland AEG may, if Northland AEG so elects, take any action necessary or appropriate to provide the Concession Services or Catering Services during such period(s) in order to avoid or minimize any impairment to the holding of Events and the generation of Gross Receipts therefrom. This provision shall not operate to prevent Northland AEG from terminating this Agreement, at its option, in accordance with the provisions of Article XIII.

Section 3.15 Cleanliness.

Sodexo shall maintain all Concession and Catering Space and all Concession and Catering Facilities, including, but not limited to, the food service preparation areas and condiment stands, in a clean and sanitary condition, which shall include, without limitation, periodic sterilization and such other procedures as are required by law or are customary in the industry, pest control service on a regular basis, and at the close of each day during which Sodexo has provided its services, the cleaning of all food preparation areas and the removal of all trash, garbage, litter and refuse to central trash receptacles. Sodexo shall regularly clean all serving and condiment areas, tables and chairs at all Events. Sodexo shall employ the necessary personnel before, during and after the hours of any Event in order to comply with this provision. Sodexo shall provide sufficient waste receptacles within each location and assure that they are kept clean and promptly serviced.

Section 3.16 Supplies and Deliveries

Sodexo shall arrange for all deliveries at times when the Stadium is open and have its personnel present and available to accept such deliveries, it being understood that Northland AEG shall not have liability for any stored, lost, damaged or undelivered goods.

Section 3.17 Employees.

(a) Sodexo shall at all times be subject to and shall comply with all Applicable Laws and regulations of the State and OPM in effect as of the date of this Agreement and relating to affirmative action, equal employment opportunity and minority business enterprises, including all related contract compliance regulations and requirements applicable generally to contractors doing business with the State or OPM, as such laws, regulations and requirements may exist from time to time during the term of this Agreement.

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

(c) In furtherance of its responsibilities under Section 3.17(b), Sodexo 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 Catering Services and Concession Services at the Stadium, and otherwise to comply with all Applicable Laws relating to hiring and employment practices in connection with its provision of Catering Services and Concession Services at the Stadium, including taking affirmative action to provide equal opportunity for employment without regard to race, creed, color, age, national origin, ancestry or gender.

(d) Sodexo has been advised by Northland AEG and OPM 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, Sodexo 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 Catering Services and Concession Services 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 Sodexo's 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 Sodexo as applicants at the times that job openings need to be filled in order not to delay the Opening Date. Nothing in this Section 3.17(c) shall require Sodexo to hire or retain workers that Sodexo reasonably believes are not qualified for such available jobs. The employment preference requirements set forth in Sections 3.17(b) and (c) shall operate concurrently, with the effect that job offers to City of Hartford residents through the Permanent Jobs Initiative pursuant to Section 3.17(c) 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 3.17(b), and, for purposes of determining compliance with Sections 3.17(b) and (c), efforts made or jobs offered pursuant to such Sections shall be counted notwithstanding the fact that such efforts or job offers may also satisfy other job preference requirements under Applicable Laws or agreements with Governmental Authorities.

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

(f) Sodexo acknowledges that Section 32-655(c) of the General Statutes requires OPM to designate a stadium facility operations contract compliance officer (the "Contract Compliance Officer") to monitor compliance by OPM, Northland AEG and Sodexo with provisions of the Implementing Legislation, the State Contracting Requirements and other applicable provisions of State law relating to the management and operation of the Stadium, and with applicable requirements of contracts (including

Section 3.17 and Article IX of this Agreement), relating to set-asides for small contractors and minority business enterprises and required efforts to hire available and qualified members of minorities and available and qualified residents of the Town of East Hartford and the City of Hartford for operations jobs with respect to the Stadium. Pursuant to such the Implementing Legislation, the Contract Compliance Officer is required to file annual reports of findings and recommendations with OPM. Sodexo 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, Sodexo shall be required to promptly prepare and submit to OPM 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 OPM, shall promptly and diligently implement any such plan of action.

(g) If any services that would ordinarily give rise to Catering Services and Concession Services jobs at the Stadium are subcontracted by Sodexo pursuant to this Agreement, the subcontract shall require that such subcontractor expressly agree to comply with the employment preference, employment practices and prevailing wage requirements set forth in this Section 3.17 with respect to all paid employees of the subcontractor providing such services, to the extent applicable as a matter of law to such subcontractor. Nothing in this Section 3.17(g) shall prohibit arrangements by Sodexo with non-profit charitable and civic organizations who provide volunteers to staff concession stands and act as concession vendors in return for contributions to such organizations by Sodexo.

Section 3.18 Alcoholic Beverages.

Wine, beer and other alcoholic beverages shall be offered for sale to the extent permitted by applicable state and local laws, subject to (i) the provisions of this Agreement, (ii) regulations reasonably established from time to time by Northland AEG and (iii) Northland AEG's consent on a case by case basis, which Sodexo acknowledges may be denied for certain Events.

Section 3.19 Costs and Expenses.

(a) Sodexo shall pay and be solely responsible for all working capital, inventory and Operating Expenses. As used in this Agreement, "Operating Expenses" shall mean Sodexo's costs and expenses incurred in connection with the performance of all of its obligations and duties under this Agreement, including, without limitation, all costs and expenses of Concession Services and Catering Services and all costs of goods and services to be sold, provided or made available under the terms of this Agreement including, but not limited to, all wages, benefits or other labor costs, equipment rental, all taxes, all costs of Products, inventory and supplies, utilities (except as provided below), uniforms, insurance, costs of cleaning Concession and Catering Space to the extent of Sodexo's obligations under this Agreement, professional services, maintenance, repairs and replacement and other charges related to the offer for sale and sale of Products and services and the performance of Sodexo's obligations under this Agreement; provided, however, that Sodexo shall not be responsible for Capital Expenditures except as provided in Article VII.

(b) Sodexo shall reimburse Northland AEG for its telephone and data service and usage.

(c) Sodexo shall use its best efforts to mitigate utility consumption incurred in connection with the Concession Space and Concession Services. Northland AEG shall be responsible for paying the cost of natural gas, electrical, water, steam and chilled water utilities.

(d) Within 120 days prior to the beginning of each Fiscal Year Sodexo shall provide to Northland AEG an annual budget setting forth on a month-by-month basis for the upcoming Fiscal Year, proposed:

(i) all projected revenue and income from all sources in connection with the Concessions and Catering on an event by event basis; and

(ii) statements of projected cash flow.

Northland AEG shall endeavor to respond to the proposed annual budget within thirty (30) days after its receipt thereof. If Northland AEG does not approve all or any portion of the proposed annual budget, Sodexo shall promptly revise (or further revise) the same in accordance with Northland AEG's request and shall re-submit the same as so revised to Northland AEG as promptly as practicable. The Annual Budget shall not become effective until Northland AEG has approved the same in writing.

Section 3.20 Event Marketing.

It is agreed that the occurrence of Events are valuable for both parties. Accordingly, Sodexo shall act reasonably in cooperating with Northland AEG in bringing Events to the Stadium.

Section 3.21 Restrictions on Subcontracting

Without the prior written consent of Northland AEG, which consent will not be unreasonably withheld, delayed or conditioned, Sodexo shall not subcontract to, or otherwise engage, any other provider of concession and/or catering services for the purpose of providing Concession Services or Catering Services under this Agreement. Northland AEG shall have the right to review and approve, not to be unreasonably withheld, all proposed agreements between Sodexo and any proposed subcontractor in connection with providing such services. In the event that Northland AEG consents to such contracting by Sodexo, Sodexo shall remain primarily liable for the performance of all obligations under this Agreement.

Section 3.22 Administrative Matters.

(a) Sodexo's employees (as used herein, "Sodexo's employees" shall include all employees and agents utilized at or about the Stadium by Sodexo in connection with its activities hereunder) shall be subject to all reasonable rules and regulations from time to time established by Northland AEG, and Northland AEG specifically and without limitation reserves the right to deny entry to the Stadium to any Sodexo employee for good cause.

(b) Sodexo shall cooperate with Northland AEG and take all commercially reasonable steps necessary to enable Northland AEG to obtain and maintain the most favorable insurance rates with respect to the Stadium.

(c) Sodexo will assist Northland AEG in its monthly, quarterly and long range business projections with respect to the Stadium.

(d) Sodexo agrees that a senior on-site representative of Sodexo will attend regular staff meetings at the Stadium in order to address issues relating to Concessions and Catering Services and to assist Northland AEG with respect to its long range and short range planning.

(e) Sodexo shall hold regular meetings, at least monthly, as may be requested by Northland AEG, with Northland AEG and/or with such event licensees, tenants or lessees as Northland AEG may request, for the purpose of discussing Sodexo's monthly financial results and operations and receiving suggestions. If Sodexo and Northland AEG determine that suggested changes would assist in maximizing Gross Receipts or in improving Concession Services and/or Catering Services, Sodexo shall implement the same.

Section 3.23 Subsequent Concessionaire.

Sodexo shall, for a period of at least one hundred eighty (180) days prior to the expiration of this Agreement, grant reasonable access to all Concession and Catering Space and Concession and Catering Facilities to Northland AEG and to any prospective successor to Sodexo. Sodexo shall use all reasonable efforts to assist in an orderly transition of its rights and obligations under this Agreement to any successor upon the expiration or termination hereof, to the end that such successor shall be able to commence its occupancy and operation upon the expiration or termination of this Agreement.

Section 3.24 Insurance.

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

i) Workers Compensation- Sodexo shall secure and deliver to OPM and Northland AEG evidence of Worker's 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 Sodexo's excess/umbrella coverage, the Employer's Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

ii) Comprehensive General Liability- Sodexo shall secure and deliver to OPM and Northland AEG prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of this Agreement, a commercial general liability insurance policy, including bodily injury and property damage, covering the Catering and Concessions and loss and damage to the Managed Facilities occurring in connection with Catering and Concessions, 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, including products and completed operations, blanket contractual liability and contingent liquor liability coverage. Sodexo shall also maintain excess/umbrella liability insurance for the business and employers' liability matters covered by the policies described in Section 3.24 hereof with a limit of Five Million Dollars (\$5,000,000) in the aggregate.

iii) Comprehensive Automobile Liability- Sodexo 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 Sodexo's officers, agents and employees in connection with the provision of Catering Services and Concession Services from the Concession and Catering Space pursuant to this Agreement, whether owned by Sodexo 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).

iv) Dram Shop Liability- \$5,000,000 per occurrence

v) Property Insurance- "Special Coverage" property coverage in an amount equal to the full replacement value of Sodexo's property.

vi) Boiler & Machinery - To the extent applicable, broad form boiler and machinery insurance (without exclusion for explosion) covering all Sodexo owned or leased boilers or other pressure vessels, machinery & equipment, if any, located in, on or about the Stadium and insurance against loss of occupancy or use arising from any such breakdown.

vii) 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.

b) OPM shall maintain standard broad form property insurance insuring the Stadium and OPM's contents against all loss or damage for the full replacement cost thereof.

c) Sodexo shall provide to Northland AEG and OPM, not later than the Commencement Date and annually thereafter, certificates of insurance evidencing the coverages required by this Section, all in such form as OPM may reasonably require, with Sodexo as the named insured which show Northland AEG, the State and OPM as additional insureds to the extent indemnified herein. The policies for said coverages shall contain a provision covering Sodexo's indemnification liabilities to OPM 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 3.24, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

d) 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 OPM 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.

e) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to OPM 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.

f) All insurance procured by Sodexo in accordance with the requirements of this Agreement shall be primary over any insurance carried by OPM or Northland AEG and not require contribution by OPM or Northland AEG.

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

h) Sodexo shall, throughout the Operations Period, 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).

i) Sodexo shall provide to OPM and Northland AEG a Fidelity Bond covering all of Sodexo's personnel under this Agreement in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each loss, to reimburse OPM or Northland AEG, as the case may be, for losses experienced due to the

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dishonest acts of Sodexo's employees. Notwithstanding the foregoing, the Fidelity Bond required above may be substituted by a commercial crime policy with fidelity coverage in form, content and amount satisfactory to Northland AEG and OPM.

j) Prior to the Opening Date, Sodexo shall obtain and furnish to OPM and Northland AEG a performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) covering the faithful performance by Sodexo of this Agreement and the payment by Sodexo of all obligations arising hereunder. Sodexo 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 OPM and Northland AEG of non-renewal, and (b) in the event of non-renewal, Sodexo provides a substitute performance bond meeting the requirements of this Section.

Section 3.25 The Stadium Name.

Northland AEG and OPM reserve the right to rename the Stadium. Unless otherwise directed by Northland AEG, Sodexo shall refer to the Stadium as Rentschler Field in all of its advertisement and promotional material relating to the Concession Services and Catering Services. Upon reasonable notice from Northland AEG to Sodexo designating another name for Rentschler Field, Sodexo shall refer to the Stadium by such new name or names designated by Northland AEG.

Section 3.26 Security.

Sodexo shall provide any security measures which may be required beyond reasonable building security provided by Northland AEG (i) to protect the Products Concession and Catering Space, Concession and Catering Facilities, cash and other receipts, the vehicles under its care and its equipment, materials and facilities and (ii) to protect against the unlawful and/or unauthorized sale of competitive products. Said security measures may not violate other restrictions of this Agreement.

Section 3.27 Signage and Menus.

Sodexo shall provide the menu boards and other signs and materials, including menus for the Luxury Suites and Stadium Club, required to operate and market the Concession Services and Catering Services, including, without limitation, the Products, within the Stadium. All advertising, signage, menus, postings and related materials shall be subject to the approval of Northland AEG.

Section 3.28 Inspection.

Sodexo agrees that the Concession Space and any other Concession Facilities may be inspected at any time that will not unreasonably interfere with Sodexo's Concession Services by authorized representatives of Northland AEG or at any time by any State, county, or municipal officer or agency having responsibility for inspections of such facilities or operations. Sodexo agrees to undertake immediately the correction of any deficiency cited by such inspectors.

Section 3.29 Public Safety and Free Flow of Patrons.

Sodexo will provide adequate personnel and conduct its operations in a manner which are reasonably designed to assure an efficient and orderly flow of patrons, including exercising control of the patrons so that the concession patrons do not endanger themselves or interfere with the orderly flow of other patrons.

ARTICLE IV
PRODUCTS AND PRICING

Section 4.01 Product Selection.

Sodexo shall select and price Products to be sold during Events based, at least, upon Industry Standard or such higher standard as may be required by this Agreement, subject to Northland AEG's approval, so as to maximize Gross Receipts on a long term basis.

Section 4.02 Approval of Menus.

Sodexo shall prepare menus, recipes and food and drink selections subject to Northland AEG's prior approval, and after such approval Sodexo shall assure that there will at all times be available a full complement of the various food, drink and service items for all Events. Northland AEG shall have the right to direct that certain brands be used in food and drink selections, provided that such brands are competitive in price and quality and available in sufficient quantity.

Section 4.03 Approval of Pricing.

Sodexo shall annually recommend pricing for each Product. Sodexo shall institute the pricing policies with respect to Concession Services within thirty (30) days after submission of recommended prices to Northland AEG unless Northland AEG expressly withholds approval of any recommended price.

Section 4.04 Northland AEG's Branding.

Northland AEG reserves the right of engaging in a "branding program" with respect to the selection of food and beverage items and the suppliers thereof and product and pouring exclusivities. Sodexo agrees to cooperate with Northland AEG with respect to a branding program; provided, however, that such branding program and Northland AEG's selection of sources and suppliers of Products shall not result in any material additional expense or material loss of revenue to Sodexo unless adjustments are made to offset the impact to Sodexo.

Section 4.05 Consigned Merchandise

Sodexo shall manage the sale of all consigned Merchandise other than the sale of Merchandise related to the University's athletic Events.

Section 4.06 Advertising Rights.

Sodexo acknowledges that the University and/or OPM has the right to advertise or sell advertising within the Stadium, including the Concession and Catering Space and on all concession and catering materials so long as such advertising does not conflict with the operation of the Concessions or Catering by Sodexo. Sodexo acknowledges that it possesses no rights with respect to advertising within the Stadium, including the Concession and Catering Space, storage areas and any other areas of the Stadium and including any advertising rights on concession or catering materials. Sodexo agrees to cooperate with Northland AEG, OPM and the University with respect to preserving the such advertising rights, including the preservation of any advertising rights assigned to any third party, and shall take no action violative of the preservation of such advertising rights.

Section 4.07 Northland AEG Catering

In the event that Northland AEG, or any of its Affiliates, hold a catered Event at the Stadium Site for its employees or business associates, Sodexo shall provide the Catering Services for such Event, provided that (a) the charge to Northland AEG (or its Affiliate) for such Catering Services shall be discounted by 40% plus the applicable gratuity (based on the non-discounted rate) and (b) the amount paid to Sodexo's shall not be considered part of Gross Receipts and Northland AEG shall not earn any Commission with respect to such charge.

ARTICLE V EXCLUSIVITY

Section 5.01 Exclusive Grant.

Northland AEG acknowledges and agrees (subject to the provisions set forth below and elsewhere in this Agreement) that during the term of this Agreement the grant of the right to provide Concessions and Catering at the Stadium is exclusive to Sodexo and no other concessionaire shall be permitted to operate Concessions or Catering within the Stadium except as may be required as part of back-stage catering for an Event.

Section 5.02 Reserved Rights

Sodexo acknowledges and agrees that the exclusive right with respect to Concessions or Catering within the Stadium shall not prohibit (and Sodexo waives its exclusive right to concession sales as to):

(a) unique or specialty food, beverage or novelties sales to the extent that the same are customarily granted to the entities holding Events (or to participants therein) in the Stadium during the period of their occupancy of the Stadium (for example, but without limitation, the sale of specialty or ethnic foods during ethnic or specialty group Events). In such cases, Sodexo will confer and cooperate with Northland AEG to facilitate such sales, in order that said Event can occur at the Stadium.

(b) Events in which, subject to Northland AEG's approval, patrons individually bring their own food and beverages, when food and beverages are provided free of charge, and at non-admission or nominal admission Events designated by MGG; and

(c) at other extraordinary Events where Northland AEG must make certain concessions in order to attract the extraordinary Events.

Section 5.03 Video and Other Games-

Northland AEG reserves all rights with respect to video games and other games of entertainment value (including video slot machines or similar gambling devices if legalized) and these are specifically not included in the rights granted to Sodexo hereunder.

ARTICLE VI REPORTING, ACCOUNTING AND PAYMENT

Section 6.01 Access to Records.

(a) Sodexo shall maintain an open book accounting and financial record keeping system which shall, at all regular business hours and during all hours of operation of Concession Services and Catering Services be available for inspection by Northland AEG.

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(b) Sodexo shall maintain an adequate and appropriate accounting and financial record keeping system, with such controls over accounting and financial transactions as is reasonably required to protect from theft, error or fraud. All such books and records shall be subject to inspection by OPM during all regular business hours on reasonable notice. Sodexo shall not dispose of any books or records relating to the provision of Catering Services and Concession Services from the Concession and Catering Space for a period of seven (7) years (or such longer period as may be required by Applicable Law) except upon receipt of written approval of OPM.

(c) All financial statements, reports, records and results relating to the provision of Catering Services and Concession Services from the Concession and Catering Space shall remain subject to audit and adjustment by the Auditors of Public Accounts pursuant to Chapter 23 of the General Statutes for a period of three (3) years after the close of the fiscal period to which such financial statements, reports, records and results pertain. Sodexo agrees that it shall cooperate with the Auditors of Public Accounts in accordance with Applicable Laws. At the direction of OPM, Northland AEG shall require Sodexo to make commercially reasonable efforts to comply with any recommendations of the Auditors of Public Accounts with respect to such internal controls as may result from any such audit.

(d) All records pertaining to Gross Receipts, revenue, expense, point of purchase, inventory, supplier, employee, tax, receipts and other financial and accounting records, contracts and agreements with respect to Sodexo's operations in the Stadium or under this Agreement shall be available for review and inspection by Northland AEG. Northland AEG may choose to install, at Northland AEG's expense, register or point of sale equipment that would make sales and other appropriate information available to Northland AEG directly on an immediate basis.

Section 6.02 Records Generally.

Sodexo shall prepare and maintain the following accounting and financial records:

- (1) Daily cash receipts reports by Event and Products no later than 3:00 p.m. the day following each Event indicating sales by location, total inventory sales, and total register sales;
- (2) Weekly and monthly operating statements relating to food and beverage sales, Merchandise sales and subcontracting income with year-to-date operating results; and
- [3] Such other reports as are reasonably requested by Northland AEG.

All of such accounting and financial reporting shall be in Sodexo's established accounting format.

Section 6.03 Records of Gross Receipts.

Sodexo shall maintain throughout the Operations Period, daily records of all Gross Receipts obtained by it by category of sale and shall maintain such records at its offices at the Stadium for three (3) years following the end of each Fiscal Year to which they apply. All Gross Receipts shall be deposited promptly by Sodexo in a bank account.

Section 6.04 Maintenance of Accounting Systems and Records.

Sodexo shall keep such records as are reasonably necessary for the accounting of the Gross Receipts and the performance of its obligations under this Agreement. Records to be kept shall, subject to Section 6.07, include, without limitation, personnel records, sales receipts, cash register tapes, and other such records as would be customarily kept in a well-controlled concession business, and as Northland

AEG may otherwise reasonably request. Sodexo shall keep all business records as may be necessary or desirable for it to properly and accurately record its Gross Receipts in accordance with generally accepted accounting standards. All such systems and sales records, including but not limited to, cash registers, cash register tapes and machine recordings, if any, shall be subject to the reasonable approval of Northland AEG as to manufacturer and type; and, along with all other sales and sales tax records of Sodexo, shall be subject to inspection by Northland AEG during all regular business hours. Any such inspection shall be made so as not to unreasonably interfere with the Concession Services and/or Catering Services and, to the extent Northland AEG designates a third-party to review such records on its behalf, such third-party shall be required to execute a confidentiality agreement in a form reasonably satisfactory to Sodexo.

Section 6.05 Payment and Reconciliation.

Sodexo shall close its books and determine the amounts due to Northland AEG as Commissions, and all other fees, commissions, royalties and other payments or compensation due to Northland AEG under this Agreement on a monthly basis. Sodexo shall, by the fifteenth (15th) day after each Monthly Accounting Period, prepare for Northland AEG a comprehensive monthly and Fiscal Year to date report, showing, among other things, Concession Gross Receipts, Catering Gross Receipts, Alcoholic Beverage Gross Receipts and Merchandise Gross Receipts (with subcontracted sales itemized separately) in a format agreed upon by Northland AEG and Sodexo, for the immediately preceding Monthly Accounting Period and Fiscal Year to date. The acceptance by Northland AEG of Commissions and other fees shall not constitute an admission as to the sufficiency of such Commissions or fees, if any, nor as to the accuracy of any statement(s) furnished by Sodexo.

Section 6.06 Audits.

Northland AEG shall be entitled at any time and from time to time within three (3) years after the receipt of any fees, Commissions or other payments to inspect the sufficiency and/or accuracy of any statement furnished by Sodexo in support of Sodexo's calculation thereof and to conduct an audit or examination of Sodexo's sales books and records. Any audit or examination by Northland AEG shall be at Northland AEG's expense unless the audit discloses a variance in such fees, Commissions or other payments due to Northland AEG of more than three percent (3%), in which case Sodexo shall pay the variance as well as the costs of the audit.

Notwithstanding anything contained herein to the contrary, Sodexo acknowledges and agrees that OPM and Northland AEG require an audit relating to the provision of Catering Services and Concession Services from the Concession and Catering Space for each Fiscal Year by independent public accountants approved by OPM and the State Comptroller. Sodexo shall pay promptly any deficiencies revealed by the audit. In the event the audit establishes a deficiency in the payment of Commissions greater than three percent (3%), the cost of the audit shall be borne by Sodexo.

Section 6.07 Daily Records for Each Point of Sale.

Sodexo shall use such method of cash/point-of-sale accounting as is mutually acceptable to Northland AEG and Sodexo. It is acknowledged by the parties that some combination of cash registers or other computerized point of sale equipment and stand inventory sheets is to be utilized for each point of sale, i.e., each concession stand or outlet, kiosk, bar, restaurant and each other place of sale. All Products must be tracked by the system from purchase order, delivery, warehouse stocking and sales transaction.

Section 6.08 Weekly Reports.

On each Wednesday during the Operations Period, Sodexo shall deliver a report to Northland AEG, certified as true and correct by Sodexo's on-site general manager, setting forth the Gross

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Receipts received for the previous week and containing such other detail as Northland AEG may reasonably require, and which shall attach copies of deposit tickets to the Receipts Account corresponding to such Gross Receipts.

Section 6.09 Annual Report.

Not more than ninety (90) days after the end of each Fiscal Year, Sodexo shall deliver to Northland AEG a report, certified as true and correct by a Vice President or the Chief Financial Officer of Sodexo, setting forth the total fees, Commissions, royalties and other payments payable to Northland AEG for the Fiscal Year just ended and containing such other detail relating thereto as Northland AEG may reasonably require.

Section 6.10 Business and Financial Protections.

Sodexo shall assist Northland AEG in preparing monthly, quarterly, annual, and long-range business and financial projections.

Section 6.11 Customer Survey.

Sodexo will provide, at its own cost and expense and not as an Operating Expense, annual customer surveys, the design of which shall be approved by Northland AEG.

Section 6.12 Sodexo's Financial Statements.

Upon the written request of Northland AEG in each instance, Sodexo shall provide to Northland AEG its financial statements certified by an independent accounting firm of recognized standing, and copies of all annual, quarterly and current reports filed by Sodexo with the Securities and Exchange Commission.

**ARTICLE VII
INVESTMENT**

In consideration of the rights and privileges licensed and granted to Sodexo under this Agreement:

Section 7.01 Investment.

(a) Sodexo shall invest over the Term of this Agreement the sum of One Hundred Forty Thousand Dollars (\$140,000) (hereinafter referred to as the "Annual Improvement Fund") in the aggregate in the Stadium. The Annual Improvement Fund shall be used for capital improvements of the Concessions and Catering Facilities, as mutually agreed upon by Northland AEG and Sodexo. The Annual Improvement Fund will be made pursuant to the following schedule unless otherwise modified by agreement of Sodexo and Northland AEG:

Fiscal Year 2008-09:	\$50,000
Fiscal Year 2009-10:	\$50,000
Fiscal Year 2010-11:	\$20,000
Fiscal Year 2011-12:	\$20,000

(b) Sodexo shall invest over the Term of this Agreement the sum of Forty-Five Thousand Dollars (\$45,000) (hereinafter referred to as the "Equipment Fund") in the aggregate in the Stadium. The Equipment Fund shall be used for the purchase of new and replacement equipment in the Concessions and Catering Facilities, as mutually agreed upon by Northland AEG and Sodexo. The Equipment Fund will be made pursuant to the following schedule unless otherwise modified by agreement of Sodexo and Northland AEG:

Fiscal Year 2009-10:	\$15,000
Fiscal Year 2010-11:	\$15,000
Fiscal Year 2011-12:	\$15,000

(c) Sodexo shall invest over the Term of this Agreement the sum of Forty-Five Thousand Dollars (\$45,000) (hereinafter referred to as the "Marketing Fund") in the aggregate in the Stadium. The Marketing Fund shall be used for the purchases of marketing and advertising the Catering Facilities, as mutually agreed upon by Northland AEG and Sodexo. The Marketing Fund will be made pursuant to the following schedule unless otherwise modified by agreement of Sodexo and Northland AEG:

Fiscal Year 2008-09:	\$15,000
Fiscal Year 2009-10:	\$15,000
Fiscal Year 2010-11:	\$15,000

(d) Sodexo will amortize the Annual Improvement Fund Investment on a straight-line basis commencing on the date of the start of the agreement and extended over the term of the agreement or as otherwise agreed upon by Northland AEG and Sodexo. All costs associated with acquiring the tangible items to be purchased with the Annual Improvement Fund Investment shall be borne by Sodexo as part of the Annual Improvement Fund.

(e) If this Agreement is terminated prior to the Scheduled Termination Date (as defined in Section 13.02) and prior to Sodexo's complete amortization of any of the Annual Improvement Fund, OPM will pay Sodexo an amount equal to the unamortized portion of the investment within thirty (30) days after OPM's receipt of Sodexo's statement of the unamortized amount of the Annual Investment Fund Capital Investment.

ARTICLE VIII COMMISSIONS, SODEXO GUARANTEES

Section 8.01 Commission Schedule.

Sodexo shall pay into a designated OPM account, for the benefit of OPM, commissions (collectively, the "Commissions") according to the following schedule:

- (a) Concessions Gross Receipts:
 - (i) Sodexo shall pay to Northland AEG Forty-Nine Percent (49%) of the total Concessions Gross Receipts for such Fiscal Year.
- (b) Alcoholic Beverage Gross Receipts
 - (i) In the event that Alcoholic Beverage Gross Receipts do not exceed Two Million Dollars (\$2,000,000) during a Fiscal Year, Sodexo shall pay into a designated OPM account, and solely for the benefit of OPM, Fifty-Five (55%) of the total Alcoholic Beverage Gross Receipts for such Fiscal Year.

- (ii) In the event that Alcoholic Beverage Gross Receipts exceed Two Million Dollars (\$2,000,000) during a Fiscal Year, Sodexo shall pay into a designated OPM account, solely for the benefit of OPM, Fifty-Seven (57%) of the total Alcoholic Beverage Gross Receipts on any amount from Two Million and One Dollars (\$2,000,001) and above for such Fiscal Year. This calculated on an incremental basis with the first Two Million Dollars (\$2,000,000) based on the constant 55.0% commission rate as outlined in section 8.01(b)(i).
- (c) Catering Gross Receipts
- (i) Sodexo shall pay to into a designated OPM account, for the benefit of OPM, Thirty Percent (30%) of Catering Gross Receipts attributable to Catering services provided in the Luxury Suites, the Stadium Club (for Events only) and the Press Room.
- (ii) Sodexo shall pay into a designated OPM account, for the benefit of OPM Twenty Percent (20%) of Catering Gross Receipts that are not attributable to the categories set forth in subparagraph 8.01(c)(i) above.

(d) Merchandise Gross Receipts

For each Event in which Sodexo is authorized to sell Merchandise, if the commission percentage payable to Northland AEG based on the merchandise agreement with the Licensee is 20% or less, Sodexo shall pay into a designated OPM account, for the benefit of OPM Five Percent (5%) of the Merchandise Gross Receipts. If the percentage payable to Northland AEG based on the merchandise agreement with Licensee is greater than 20% Sodexo shall pay into a designated OPN account, for the benefit of OPM, Thirty-Three (33%) percent of the commissions paid to Sodexo.

(e) Payment Schedule

Notwithstanding anything contained herein to the contrary, Sodexo shall operate on twelve (12) fiscal periods per year and pay Commissions within fifteen (15) days of the end of each fiscal Quarter during the first (1st) year of this Agreement and within fifteen (15) days of the end of each fiscal period thereafter.

Section 8.0(2) Annual Grant

On the Commencement Date and annually thereafter on the first day of the Fiscal Year, Sodexo shall pay into a OPM account, for the benefit of OPM, the sum of Thirty-Six Thousand Dollars (\$36,000) (the "Annual Grant"). The payment of the Annual Grant is separate and apart from, and in addition to, Sodexo's obligation to pay commissions pursuant to Sections 8.01 above.

ARTICLE IX
LAWS AND GOVERNMENT MATTERS

Section 9.01 Compliance with Law.

Sodexo shall observe and comply, and occupy the Concession and Catering Spaces and operate the Concession and Catering Facilities, in strict accordance with all Applicable Laws, statutes,

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ordinances, orders, regulations and requirements of all federal, state and local governmental authorities pertaining to the provision of food and related services and the sale and provision of Sodexo's Products, including, without limitation, the liquor control laws and regulations of the State of Connecticut. Sodexo acknowledges that nothing in this Agreement is in derogation of or restricts the exercise of the police powers of the State of Connecticut.

Section 9.02 Permits and Licenses.

Sodexo shall obtain, at its cost and expense, all licenses and permits as may be required to perform hereunder and for the occupation of the Concessions and Catering Space and the operation of the Concessions, Catering and the Concession and Catering Facilities, and correct promptly any violation thereof. Such licenses shall be held in the name of Sodexo unless otherwise required by law or otherwise directed by Northland AEG. Sodexo shall deliver copies of all such licenses and permits to OPM and Northland AEG. Sodexo shall pay promptly all license fees and permit fees of whatever nature arising from the provision of Catering Services and Concession Services from the Catering and Concession Areas.

Section 9.03 Alcoholic Beverages.

At its expense, Sodexo shall obtain such liquor license(s) as shall be required with respect to the sale of alcoholic beverages. The liquor license(s) shall be held in Sodexo's name. Northland AEG shall reasonably determine when and where alcoholic beverages may be sold in the Stadium. Such determination by Northland AEG shall confer no rights upon any third parties.

Section 9.04 Governmental Regulation.

Sodexo shall not sell, or offer to sell, or give away, nor shall Sodexo authorize or permit the sale or offering for sale or the giving away of any item of Products or services prohibited by law to be sold or given away, nor sell or provide same if Sodexo or Northland AEG (whichever is applicable) does not have all necessary permits and/or licenses or if Applicable Law prohibits such sale or provision.

Section 9.05 Taxes.

Sodexo shall promptly pay all applicable taxes upon its business operations and property along with all other taxes levied by reason of Sodexo's operation of the Concessions and Catering, or the ownership by Sodexo of personal property located at the Stadium, including, but not limited to, all sales and use taxes, employment taxes, personal property taxes, franchise taxes, excise taxes, federal and state income taxes and all other governmental taxes and assessments attributable to the provision of Catering Services and Concession Services from the Catering and Concession Area,

Section 9.06 Federal Inspection.

All refreshments and Products kept for sale shall be subject to federal inspection, and to inspection by other governmental entities, as required by appropriate law.

Section 9.07 State Contracting Requirements.

With respect to the operation, promotion, management of the Stadium and the performance by Sodexo of its other obligations under this Agreement, Sodexo agrees to comply with all applicable additional contracting requirements of the State of Connecticut set forth in attached Exhibit A, and for purposes of Exhibit A and this Section 9.07 only, Sodexo shall be deemed a "Concessionaire", and this Agreement shall be deemed the "contract". In the event of any inconsistency between the requirements of Exhibit A

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and the requirements of Applicable Laws, including the Implementing Legislation, such requirements of Applicable Laws shall govern.

Section 9.08 Small Contractor and Minority Business Enterprise Set Asides.

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

Section 9.09 Contract Compliance.

Sodexo acknowledges that the award and administration of this Agreement is subject to (i) applicable requirements of the Implementing Legislation, (ii) applicable additional contracting requirements of the State of Connecticut set forth in attached Exhibit A, including to the extent made applicable to subcontractors by the terms thereof, and (iii) the requirements of Articles IX with respect to contractor and employee set-asides and preferences (all together, the "State Contracting Requirements").

ARTICLE X
NEGATIVE COVENANTS OF SODEXO

Section 10.01 Negative Covenants.

Sodexo shall not:

- (i) Make any alterations or additions to any portion of the Stadium without the prior written consent of Northland AEG.
- (ii) Post signs or placards, or place service or product identification notices of any kind without the prior written consent of Northland AEG. Reasonable menu, product and pricing signs and placards are specifically permitted so long as they do not include any brand or trade advertising that has not been approved in writing by Northland AEG and do not interfere with other advertising, signs or placards.
- (iii) Permit mechanics' liens arising by reason of Sodexo's actions to be placed upon the Stadium without discharging or bonding the same within thirty (30) days.
- (iv) Assign, pledge, hypothecate or transfer any interest in this Agreement except as permitted under Section 14.01(a).
- (v) Commit any nuisance or disturbance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance or disturbance at the Stadium.
- (vi) Cause or produce, or permit to be caused or produced at the Stadium, or to emanate therefrom, any unusual, nauseous, or objectionable smoke, gases, vapors or odors.

(vii) Use any portion of the Stadium for any purposes other than the conduct of its operations under the terms of this Agreement.

(viii) Permit to be done anything which may unreasonably (and not in the ordinary conduct of business) interfere with the effectiveness or accessibility of the utility, heating, ventilating or air conditioning systems or portions thereof, or do or permit to be done anything which may unreasonably interfere with free access to and passage in the Stadium or any adjacent concourse or public areas.

(ix) Overload any floor of the Stadium.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

Section 11.01 Representations and Warranties of Sodexo.

Sodexo hereby represents and warrants to Northland AEG as follows:

(a) Sodexo is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to enter into and perform its obligations under this Agreement.

(b) The execution and delivery of this Agreement by Sodexo and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of Sodexo.

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

(d) The execution and delivery of this Agreement by Sodexo and the performance by Sodexo of its obligations hereunder do not conflict with or constitute a default under any loan agreement, lease, or other contract to which Sodexo is a party or by which its property is bound, or any judgment, order, decree or ruling to which it or its property is subject.

Section 11.02 Representations and Warranties of Northland AEG.

Northland AEG hereby represents and warrants to Sodexo as follows:

(a) Northland AEG is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to enter into and perform its obligations under this Agreement.

(b) The execution and delivery of this Agreement by Northland AEG and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of Northland AEG.

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

(d) The execution and delivery of this Agreement by Northland AEG and the performance by Northland AEG of its obligations hereunder do not conflict with or constitute a default under any loan agreement, lease, or other contract to which Northland AEG is a party or by which its property is bound, or any judgment, order, decree or ruling to which it or its property is subject.

ARTICLE XII
INDEMNIFICATION; CLAIMS UNDER AGREEMENT

Section 12.01 Indemnified Losses.

For the purpose of this Article XII, "Losses" shall mean and include any and all liability, loss, damage, claim, expense, cost, obligation or injury including those resulting from any and all actions, suits, proceedings, demands, assessments and judgments, together with reasonable costs and expenses including the reasonable legal expenses relating thereto.

Section 12.02 Indemnification by Sodexo.

(a) Sodexo shall indemnify, defend and hold harmless OPM, 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 this Agreement, Sodexo has failed in any material respect to comply with all Applicable Laws applicable to the provision of Catering Services and Concession Services from the Catering and Concession Area, (ii) disclosure by Sodexo of any confidential or proprietary information of any third party to any person or entity (including without limitation OPM, 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 Sodexo or its officers, employees, agents or subcontractors during the term of this Agreement, (iv) personal or bodily injury to or death of persons or damage to OPM'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 Sodexo or its officers, employees agents or subcontractors in the performance of this Agreement, or (v) acts of Sodexo or its officers, employees, agents or subcontractors or Persons under its control in violation of or outside the scope of the authority granted by this 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 this Agreement.

(b) The provisions set forth in subparagraph (a) above shall survive termination of this Agreement.

(c) The terms of all insurance policies required under Section 3.24 shall preclude subrogation claims against OPM and Northland AEG and their respective officers, employees and agents. With respect to the selection of counsel to provide the defense obligations of Sodexo under this Section 12.02, if such defense obligations involve a Loss which is or may be covered by any insurance maintained by Sodexo under Section 3.24, the selection of such counsel shall be made as required by the applicable insurance policy, and Sodexo shall notify OPM and Northland AEG of such selection; in all other cases under Section 12.02 the selection of such counsel shall be by the indemnified party or its insurance carrier, subject to the approval of Sodexo, which shall not be unreasonably withheld.

(d) For purposes of this Section 12.02, "Losses" shall mean any and all liability, loss, damage, claim, expense, cost, obligation or injury resulting from any and all third party claims, actions, suits, proceedings, demands, assessments and judgments, together with reasonable costs and expenses including the reasonable legal expenses relating thereto.

Section 12.03 Procedures for Indemnification.

Sodexo 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 or incurred in connection therewith, and if any judgment shall be rendered against OPM or Northland AEG or any other indemnified person in any such matter, Sodexo shall, at its own expense, satisfy and discharge the same. Sodexo expressly understands and agrees that any insurance coverage obtained by Sodexo shall in no way limit its responsibility to indemnify, keep and save harmless and defend the state and Northland AEG and such indemnified persons as herein provided.

Section 12.04 Consent to Jurisdiction.

Sodexo agrees that any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be brought in the superior Court for the Judicial District of Hartford/New Britain, Connecticut or the United States District Court for Connecticut; and Sodexo agrees that a summons and complaint commencing an action or proceeding in either of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail upon such party in accordance with Section 14.04 of this Agreement, or as otherwise provided under the laws of the state of Connecticut.

Section 12.05. Waiver of Loss From Hazards.

Sodexo hereby expressly waives all claims for loss or damage sustained by Sodexo resulting from casualty, civil commotion, riot, act of public authority or other force majeure event; and Sodexo hereby expressly waives all rights, claims and demands and forever releases and discharges Northland AEG from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

ARTICLE XIII TERM

Section 13.01 Approval of OPM Board.

This Agreement shall not become effective unless and until this Agreement has been approved by OPM.

Section 13.02 Term.

The term of this Agreement shall commence on July 1, 2008 and shall end at midnight on June 30, 2013 (the "Scheduled Termination Date"), unless earlier terminated pursuant to the provisions of this Agreement (the "Term").

Section 13.03 Termination Due to Sodexo's Default.

Northland AEG shall have the right to terminate this Agreement upon the occurrence of anyone of the following events:

(a) Sodexo shall fail to pay any Capital Investment, Minimum Annual Commissions, or other amount payable under this Agreement when due and such failure continues unremedied for a period of fifteen (15) days after written notice specifying such failure has been provided by Northland AEG to Sodexo;

(b) Sodexo shall fail to observe or perform any of its other obligations hereunder or if Sodexo causes other material defaults and such failure has not been remedied within thirty (30) days following receipt of written notice specifying such failure; provided, however, that if such failure by its

nature cannot be cured within said thirty (30) day period but is susceptible to cure within a reasonable period of time, Sodexo shall not be deemed to be in default hereunder if it promptly commences and diligently proceeds in good faith to cure such default and in fact cures such default; or

(c) Sodexo shall become insolvent or admit in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of creditors, or files any proceeding under any bankruptcy or insolvency laws seeking reorganization or other relief from its creditors, or such a proceeding is filed against it and remains undismissed for sixty (60) days.

Section 13.04 Termination Due to Northland AEG's Default.

Sodexo shall have the right to terminate this Agreement hereunder upon the occurrence of either of the following events:

(a) Northland AEG shall fail to pay any amount owed to Sodexo hereunder (excluding amounts being disputed by Northland AEG in good faith) and such failure continues unremedied for a period of fifteen (15) days after written notice specifying such failure has been provided by Sodexo to Northland AEG, or

(b) Northland AEG shall fail to observe or perform any of its other obligations hereunder and such failure has not been remedied within thirty (30) days following receipt of written notice specifying such failure; provided, however, that if such failure by its nature cannot be cured within said thirty (30) day period but is susceptible to cure within a reasonable period of time, Northland AEG shall not be deemed to be in default hereunder if it promptly commences and diligently proceeds in good faith to cure such default.

Section 13.05 Casualty.

In the event the Stadium is closed or become substantially untenable for the holding of Events to which the public is admitted by reason of casualty or any other reason, the term of this Agreement and Northland AEG's and Sodexo's respective rights, privileges and obligations shall abate (including the Minimum Annual Commissions), and shall resume at such time as the Stadium are opened or become tenable for events to which the public is admitted in the manner existing before such occurrence; provided, however, that in the event the Stadium are untenable or are closed and fail to open for a period of two (2) years following the occurrence of any such event or condition, this Agreement may be terminated upon thirty (30) days' advance written notice, given prior to the reopening of the Stadium by Northland AEG to Sodexo.

Section 13.06 Effect of Termination.

The termination of this Agreement shall not affect or impair the parties' respective obligations under Article VI with respect to the books and records with respect to Concession Services and Catering Services and Section 14.19 with respect to the Confidential Information. If either Northland AEG or Sodexo has paid to the other or to any third party any sum or sums not owing or has incurred any obligations or expenses which the other party hereto has agreed to pay or be responsible for; or, if a party is required to pay any sum or sums or incurs any obligations or expense by reason of failure, neglect or refusal of the other party to perform or fulfill anyone or more of the terms, provisions or conditions of this Agreement; or, if as a result of act or omission of a party hereto or said other party in error performs the obligations of the other party, then the sum or sums so paid and the expenses so incurred, including all

interest paid, costs, damages, attorneys' fees and penalties shall be immediately due and payable upon demand.

Section 13.07 Surrender Upon Termination.

(a) Sodexo covenants and agrees to promptly yield and deliver the Concession and Catering Space and all Concession and Catering Facilities (except to the extent owned or leased by Sodexo and removable without damage to the Concession and Catering Space) peaceably to Northland AEG upon any termination or expiration of this Agreement (whether such cessation be by termination, expiration or otherwise) in the condition such facilities were in on the Commencement Date or date made as the case may be, less loss or damage resulting from normal usage, wear and tear and from all casualty or unavoidable occurrences arising without the negligence of Sodexo.

(b) If Sodexo shall fail to remove its property on or before the termination or expiration of this Agreement, Northland AEG may remove such property to a public warehouse for deposit or retain same in its possession.

(c) Should Sodexo holdover at the Stadium after the expiration of this Agreement, such holding over shall be deemed to be a license from month to month; provided further, that Northland AEG saves and reserves all rights hereunder to remove Sodexo from the Concession and Catering Space upon such holding over upon thirty (30) days' notice.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Assignment.

(a) Sodexo shall not sell, assign, mortgage, pledge or encumber this Agreement or any right granted hereunder without first obtaining the prior written consent of Northland AEG and OPM, which consent Northland AEG and OPM may each withhold in their respective sole discretion. This restriction on assignment shall be construed to include a prohibition against any assignment by operation of law. Any transfer, sale, pledge or other disposition, in any single transaction or cumulatively during the term of this Agreement, of fifty percent (50%) or more of the voting stock of Sodexo or any subcontract that is the functional equivalent of an assignment shall be deemed an assignment of this Agreement and, therefore, prohibited without the prior written consents of Northland AEG and OPM. Notwithstanding the foregoing, Sodexo may assign this Agreement to an affiliate of Sodexo, without the consent of Northland AEG and OPM, provided that Sodexo remains liable for the performance of all of the terms, conditions and covenants of this Agreement and provided such assignee executes and delivers to Northland AEG and OPM an assumption of liability agreement in form satisfactory to Northland AEG and OPM together with such other instruments as Northland AEG and OPM may request, including the assignee's ratification of and agreement to be bound by all the provisions of this Agreement. In the event of any assignment by Sodexo of this Agreement made with Northland AEG's and OPM's respective consents, Sodexo shall, nevertheless, remain liable for the performance of all of the terms, conditions and covenants of this Agreement and will require any assignee to execute and deliver to Northland AEG and OPM an assumption of liability agreement in form satisfactory to Northland AEG and OPM together with such other instruments as Northland AEG and OPM may request, including the assignee's ratification of and agreement to be bound by all the provisions of this Agreement.

[b] OPM may at any time assign this Agreement, including all rights and obligations of OPM hereunder, to the State, any agency, quasi-public agency or public corporation of the State, without the consent or approval of Sodexo, and upon written notice of such assignment from OPM to Sodexo, such assignee shall be substituted for, and shall succeed to the rights and obligations of OPM under this

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Agreement, and OPM shall be relieved and released from the same, all without any further act or instrument of assignment, provided that OPM causes such assignee to execute an instrument of assumption of liability with respect to this Agreement.

(c) Northland AEG may at any time assign this Agreement, including all of its rights and obligations hereunder, to any other person or entity, without the consent or approval of Sodexo, and upon written notice of such assignment from Northland AEG to Sodexo, such assignee shall be substituted for, and shall succeed to the rights and obligations of Northland AEG under this Agreement, and Northland AEG shall be relieved and released from the same, all without any further act or instrument of assignment, provided that Northland AEG causes such assignee to execute an instrument of assumption of all of the rights and obligations with respect to this Agreement.

Section 14.02 Entire Agreement.

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

Section 14.03 Severability.

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

Section 14.04 Notices.

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

If to Northland AEG:

AEG
1100 South Flower Street
Los Angeles, CA 90015
Attention: John Keenan, General Counsel, Sports & Facilities
Fax No.: 212-465-6466

With a copy to:

Northland AEG, LLC
One Civic Center Plaza
Hartford, CT 06103
Attention: Chuck Steedman, General Manager
Fax No.: 860-241-4210

If to Sodexo:

Sodexo Operations, LLC
500 New Point Road Williamsburg, VA 23188
Attn: Bill Lacey
Senior Vice President
Fax No. 757-253-6985

With a copy to:

Sodexo Operations, LLC
9801 Washingtonian Blvd., Dept 51/899.74
Gaithersburg, MD 20978
Att: Law Department
Fax No. 301-987-4498

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

Section 14.05 Amendment.

This Agreement may be modified or amended only by written instrument signed by the duly authorized officers of the parties hereto.

Section 14.06 Counterparts.

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

Section 14.07 Governing Law.

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

Section 14.08 Binding Effect.

This Agreement shall be binding upon Northland AEG and Sodexo immediately upon its execution by all parties, including OPM, and shall be the enforceable obligation of Northland AEG, OPM and Sodexo. This Agreement shall be binding upon the parties and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Sodexo may not assign its rights or obligations hereunder except as permitted in Section 14.01.

Section 14.09 Waiver.

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

Section 14.10 Rights' Cumulative.

The various rights, powers and remedies of each party hereto shall not be considered as exclusive of, but shall be considered cumulative to any of the rights, powers, and remedies now or hereafter existing at law, in equity, by statute or by agreement between said parties.

Section 14.11 Independent Contractor Relationship.

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

Section 14.12 No Agency Relationship.

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

Section 14.13 Agreement Not A Lease.

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

Section 14.14 No Kickbacks.

Each party covenants and warrants that no person which it employs, nor any of its agents or representatives, has offered or given, or will offer or give any gratuity, kickback or other unlawful payment to any employee, agent or representative of the other party, or to any third party under this Agreement, nor has any such person exerted or proposed to exert any improper influence to solicit or obtain this Agreement.

Section 14.15 Waiver of Interference.

Sodexo hereby waives all claims for compensation for loss or damage sustained by reason of any interference with the Concessions or Catering operations by any public agency in enforcing any law or ordinance relating to the operation of the Concession Services or Catering Services and caused by Sodexo's failure to perform its obligations under this Agreement and any such interference shall not relieve Sodexo from any obligations hereunder.

Section 14.16 Privilege.

It is the intent of Northland AEG, concurred in by Sodexo, that this Agreement shall not, as against Northland AEG, vest any right in Sodexo; and shall be deemed only the grant of all privilege to Sodexo to carry out the terms of this Agreement in the Concession and Catering Space so long as such Agreement or privilege shall be in force.

Section 14.17 Failure to Perform Excused.

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Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, floods, other acts of God, or any interference with the availability or use of the Managed Facilities resulting from the use of the Stadium or the Stadium Site for purposes of command and control, emergency telecommunications, shelter, mobilization, staging or other emergency purposes, as may be ordered by the appropriate government officials. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's nonperformance shall not constitute a default hereunder unless the party is unable to resume full performance within a reasonable time or for any reason fails to make a reasonable attempt to do so.

Section 14.18 Termination of Concessions Management Agreement

Sodexo, Northland AEG and OPM agree that upon the expiration or termination of the Catering and Concessions Management Agreement or if Northland AEG ceases for any reason to be the manager of the Stadium, OPM and its designee as manager of the Stadium may succeed to all the rights and assume all obligations of Northland AEG under this Agreement.

Section 14.19 Confidentiality.

Sodexo 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 Sodexo 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 OPM.

Section 14.20 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 OPM. Ownership of and title to all intellectual property rights of whatsoever value, held in OPM's name shall remain in the name of OPM. The ownership of data processing programs and software owned by OPM

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shall remain with OPM, and the ownership of data processing programs and software owned by Sodexo shall remain with Sodexo. Sodexo shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by OPM for the use of the Stadium, unless written consent is granted by OPM. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by Sodexo with OPM's funds for use at and for the Stadium shall vest in OPM automatically and immediately upon purchase or acquisition. Sodexo shall not cause or permit the assets of OPM 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 OPM. Sodexo 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 Sodexo or maintained by Sodexo at the Stadium pursuant to the performance of its services under this Agreement (the "Work Product") are the exclusive property of OPM and shall not be used by Sodexo for any other purpose without the express written consent of OPM in each instance, notwithstanding the fact that Sodexo shall be deemed the author of such documents; provided that nothing in this Section 14.20 is intended to affect the rights of Sodexo in (and "Work Product" shall be deemed to exclude) any proprietary reporting system or format, or any personnel records relating to Sodexo's employees, or any proprietary procedures, manuals or similar materials. OPM 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. OPM shall take reasonable precautions that such documents are not utilized by any employee, officer or agent of OPM for any purpose other than as described in the immediately preceding sentence.

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

The obligations of the parties under this Section 14.20 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 14.20 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 14.21 Precedence.

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

Section 14.22 Freedom of Information Act.

Northland AEG has advised Sodexo that OPM is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"), and that information relating to Northland AEG or Sodexo and their affairs received or

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maintained by OPM shall constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by OPM.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Northland AEG, LLC

By: _____

Name: _____

Title: _____

Sodexo Operations, LLC

By: _____

Name: Bill Lacey

Title: Senior Vice President

~~Acknowledged and agreed with respect to form and the obligations of OPM under Section 7.01 (f) and 14.18 and to acknowledge OPM's concurrence with Northland AEG's recommendation to OPM that Sodexo be selected to manage and operate certain food and beverage concessions and catering services at the Stadium.~~

~~Office of Policy and Management~~

~~By: _____~~

~~Name: _____~~

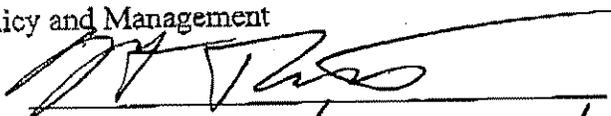
~~Title: _____~~

MJC
BL
CHS

Acknowledged and agreed with respect to the obligations of OPM under Sections 7.01(e) and 14.18 of this Agreement and to evidence the consent and approval of OPM as to the selection of Sodexo and this Agreement as and to the extent required by Sections 3.02(b) and 3.06(b) of the Catering and Concessions Management Agreement.

Office of Policy and Management

By:



Name:

Michael J. Cicchetti

Title:

Deputy Secretary