

DEED	NORTHEAST DELIVERY INC. TO MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY	DATED <i>Aug 22</i> 1986	DAVID J. RINALDI, Esq. SOLICITOR COUNTY ADMINISTRATION BUILDING 200 ADAMS AVENUE SCRANTON, PENNSYLVANIA 717 963-4810
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COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF Lacka. : 12 55.

Recorded on this 11th day of Sept., A.D. 1986, in the
 Recorder's Office of the said County in Deed Book No. 1180 Page# 581-585 Incl.
 Given under my hand and seal of the said Office the date above written.

1180 581

David J. Rinaldi
 Recorder
 RECORDER OF DEEDS

By _____
Attorney

DEED

THIS DEED, made this 26th day of August in the year of our Lord One Thousand Nine Hundred and Eighty-Six (1986)

BETWEEN NORTHEAST DELIVERY, INC., a Pennsylvania Corporation, with its offices in the Borough of Old Forge, County of Lackawanna and State of Pennsylvania, hereinafter referred to as GRANTOR

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D

MULTI-PURPOSE STADIUM AUTHORITY, OF LACKAWANNA COUNTY an authority duly formed pursuant to the Municipal Authority Act of 1945 of 200 Adams Avenue, City of Scranton, County of Lackawanna and State of Pennsylvania, hereinafter referred to as GRANTEE

WITNESSETH, that in consideration of ONE (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, his heirs and assigns:

ALL those certain pieces or parcels of land situate in the Borough of Moosic, County of Lackawanna and State of Pennsylvania, more fully described as follows:

Parcel 1:

BEGINNING at a point on the easterly side of the right-of-way line of the Montage Access Road opposite centerline station 225 + 24.71. Thence from the beginning and through lands now of William Gilchrist, the grantor herein, the following five (5) courses and distances:

- 1) S 89° 34' 12" E - 306.65 Feet;
- 2) S 48° 51' 46" E - 1102.05 Feet;
- 3) S 23° 53' 42" E - 864.06 Feet;
- 4) S 34° 34' 11" W - 722.58 Feet;
- 5) S 72° 01' 53" W - 841.31 Feet;

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence along said right-of-way line on a curve to the left having a radius of 8070.0 feet and an arc length of 931.19 feet on a chord bearing and distance of N 20° 55' 08" W - 830.83 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence along lands of the Pennsylvania Department of Transportation, the following three (3) courses and distances:

- 1) N 66° 25' 33" E - 521.4518 Feet;
- 2) N 23° 34' 27" W - 470.00 Feet
- 3) S 66° 25' 33" W - 415.69 Feet

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the right having a radius of 621.27 feet and an arc length of 141.91 feet and a chord bearing and distance of N 17° 06' 22" E - 141.61 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the left having a radius of 770.00 feet and an arc length of 312.06 feet and a chord bearing and distance of N 12° 02' 24" E - 309.93 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence N 0° 25' 47" E - 51.1025 acres of land being the same more or less.

Easement 1:

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Excepting and reserving an easement beginning at a corner on the northeasterly line of lands of the Lackawanna County Multi-Purpose Stadium Authority located S 89° 34' 13" E, 306.66 and S 48° 51' 47" E 946.17' from the intersection of the northerly line of lands of the Lackawanna County Multi-Purpose Stadium Authority with the Easterly right-of-way line of the Montage Access Road. Thence from the beginning and along said lands of the Stadium Authority S 48° 51' 47" E 155.89' to

a corner; thence S 23° 53' 43" E 600.00' to a corner; thence through lands of the grantor herein N 1° 00' 00" E 273.19' to a corner; thence N 23° 53' 43" W, 405.75' to a corner; thence N 88° 00' 00" W, 200.98' feet to the place of beginning. Containing 1.55 acres of land more or less.

It is understood that this Deed is limited by and subject to an agreement between the parties of even date hereto the contents of which shall be a covenant that runs with this transfer and with property transferred by this Deed.

HAZARDOUS WASTE IS NOT BEING DISPOSED OF NOR HAS IT EVER BEEN DISPOSED OF ON THE PROPERTY CONVEYED HEREIN BY THE GRANOR OR TO THE GRANOR'S KNOWLEDGE.

SUBJECT to the same conditions, exceptions, restrictions and reservations as are contained in the chain of title, including the exemption of all actions to survive to the Grantor and its successors with this conveyance.

BEING part of the same premises which were conveyed to William S. Gilchrist, Jr. by deed of the General State Authority dated December 12, 1983 and recorded on December 21, 1983 both in the Office of the Recorder of Deeds of Luzerne County which recital reference is not appertinent hereto and in the Office of the Recorder of Deeds of Lackawanna County in Deed Book 1096, at page 199, et seq. The said William S. Gilchrist, Jr. did take title as trustee for Northeast Delivery, Inc. and filed a Memorandum of said effect heretofore in the Office of the Recorder of Deeds of Luzerne County which recording reference is not appertinent hereto and in the Office of the Recorder of Deeds of Lackawanna County on the date of December 22, 1983 which Memorandum appears in Lackawanna County Deed Book 1096, Page 284, et seq. The said William S. Gilchrist, Jr. as Trustee conveyed to Northeast Delivery, Inc. all of the above described premises acquired, conveyed, set over and transferred by General State Authority to William S. Gilchrist, Jr. of which the above-described premises is a part thereof by deed dated January 20, 1984 and recorded both in the Office of the Recorder of Deeds of Luzerne County which recording is not appertinent hereto and the Office of the Recorder of Deeds of Lackawanna County appearing in its Deed Book 1098, Page 441, et seq. on January 20, 1984.

The said Northeast Delivery, Inc., a Pennsylvania corporation, by due resolve of its corporate Board of Directors has made, executed and acknowledged this conveyance whereby the above is subject to those conditions, exceptions, restrictions and reservations of the chain of title and those from the fee, title, interest, privilege, estate and ownership, (legal, beneficial or otherwise) in this instrument now to the said Multi-Purpose Stadium Authority.

NOTICE

THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

AND the said party of the first part, Northeast Delivery, Inc., its successors and assigns, does hereby covenant and agree to and with the said party of the second part, Multi-Purpose Stadium Authority, that the said party of the first part, Northeast Delivery, Inc., its successors and assigns, a Pennsylvania domestic corporation, as recited herein and throughout Shall and Will Warrant and Forever Defend Specially the premises as conveyed herein and more fully described hereinabove unto the said party of the second part, Multi-Purpose Stadium Authority and subject to such conditions, exceptions, restrictions, and reservations.

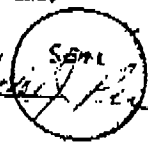
IN WITNESS WHEREOF, the Corporation, party of the first part, has caused its common and corporate seal to be affixed to these Presents by the hand of its President, and the same to be duly attested by its Secretary, seal affixed, dated and signed the day and year first above written as to name, all by order of Board of Directors of the Corporation.

ATTEST:

NORTHEAST DELIVERY, INC.

[Signature]
Secretary

By: [Signature]
President



Commonwealth of Pennsylvania)
: ss.
County of Lackawanna)

On this, the 21st day of August, 1986, before me a Notary Public, the undersigned officer, personally appeared William S. Cichrist, Jr., who acknowledged himself to be the President of Northeast Delivery, Inc., a Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
KATHLEEN E. FURKIE
Scranton, Lackawanna County, Pa.
My Commission Expires July 9, 1990

I HEREBY CERTIFY the precise address of the Grantee herein is 200 Adams Avenue, Scranton, Pennsylvania.

[Signature]
Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA)
: ss.
COUNTY OF LACKAWANNA)

RECORDED in the Office for Recording of Deeds in and for Lackawanna County in Deed Book 1180 Page(s) 581-585 Incl.

WITNESS my hand and seal of Office this 11th day of Sept., 1986.

[Signature]
RECORDER OF DEEDS

AGREEMENT TO CONVEY LAND

AGREEMENT made this 26th day of August, 1986, by and between NORTHEAST DELIVERY, INC., a Pennsylvania Corporation owned in its entirety by WILLIAM S. GILCHRIST, JR., hereinafter referred to as Seller, and the MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, a political entity created pursuant to Municipal Authorities Act of 1945 on April 25, 1985, hereinafter referred to as Buyer.

WHEREAS, Seller and the COUNTY OF LACKAWANNA entered in a land sale contract dated October 9, 1984, a copy of which is hereto attached; and,

WHEREAS, pursuant to Paragraph 9 of said Agreement, the County of Lackawanna has assigned its rights under said agreement to Buyer; and,

WHEREAS, Buyer through engineers hired by it has determined that the land described in Exhibit One of the October 9, 1984 agreement is too costly to develop for its intended purpose; and,

WHEREAS, said agreement of October 9, 1984 is now null and void and this agreement herein arises and in consideration for the Seller, at Buyer's request, agreeing now to convey a more valuable piece of land of equivalent acreage, now shown on Exhibit One hereof designated 51.1025 acres as described in context of this agreement, and more fully set forth on Exhibit One; and

WHEREAS, Seller desires to convey another tract of land to Buyer to enable Buyer to construct a multi-purpose stadium

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designed for minor league professional baseball, and the development of minor league professional baseball in Lackawanna County.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Purchase Price. In consideration for the land depicted in Exhibit Number One, a copy of which is hereto attached, Buyer shall pay the sum of one dollar (\$1.00).

2. Transfer of Title.

(a) At a date no later than the date of the closing on the bonds to be issued by Buyer for the purpose of financing the construction of a multi-purpose stadium, Seller shall convey the tract of land for purposes exclusively delineated in this agreement. Said tract of land is depicted in Exhibit Number One. Seller shall make, execute and deliver unto Buyer, as Grantee, a Deed, good and sufficient for the proper conveying of title in fee simple, free from all liens and encumbrances.

(b) As an essential element of the consideration for the above transfer and in order to facilitate the flow of traffic to and from the stadium, Seller agrees to construct and implace a road from the Montage Access Road to Legislative Route 502 along a path agreeable to engineers of the parties to which the County of Lackawanna will not withhold its acceptance unreasonably or arbitrarily as long as path causes traffic to flow to and from said Stadium. In consideration for this Agreement, Buyer agrees to contribute the sum of eight hundred thousand dollars (\$800,000.00) toward the construction cost of

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such road together with site preparation for this construction. Such sum shall be derived from the proceeds of the bonds to be issued by Buyer for the purpose of financing the construction of the stadium and shall be immediately placed in escrow pursuant to an Escrow Agreement, upon the receipt of said proceeds. Said sum must be in place in an interest bearing account in a bank chosen by Seller, with interest on escrow to be deposited in said escrow account and used for only the costs of constructing a road further delineated in this agreement, as well as site preparation for this construction, with an Escrow Agent as determined by Seller in its discretion not later than September 1, 1986. The parties agree that no draw on the escrow fund may occur prior to January 1, 1987. It is specifically understood that in the event the monies to be placed in escrow are not there in their entirety, placed in the escrow account by closing of the bond issue, then in that event this agreement shall be void; legal and equitable title to the Real Estate herein conveyed to revert to Seller. Such sum shall be released in draw installments as payments for construction in progress at such times that, after written request by Seller, Seller's engineer and the Authorities' engineer are satisfied with the quality and extent of the work performed in connection with the construction of the road or the site preparation. However it is understood that the standard for said road construction shall be in accordance with Exhibit 2. Upon completion of the road project pursuant to Exhibit 2 which is the specification for this construction project and further, upon payment of all escrow funds to Seller

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by Buyer a Deed of Dedication for said road shall be offered by Seller and Buyer must by fifteen (15) days of the deed's tender accept said Deed and take ownership of the road. At all times after acceptance of road by Buyer, Buyer shall be responsible for road care, maintenance, snow removal, salting and akin, prior to acceptance of the road, Seller shall be responsible.

JM
JR

(c) Seller shall convey an Easement for water drainage purposes to Buyer at time of closing. Said Easement shall be for duration of ownership of the real estate herein conveyed, and no longer. The description for said Easement shall be Exhibit ^{THREE} ~~Two~~ attached hereto and incorporated herein, and further may be found on Exhibit 1 delineated as "Drainage Easement Area". Nothing contained herein precludes Seller from likewise utilizing said Easement.

(d) Buyer hereby agrees that for a ten (10) year period, commencing on the closing date hereof, and renewing each anniversary date for said ten (10) year period, that no construction, commercial or business usage may occur in a strip of land, herein conveyed, commencing at the Montage Access Road property boundary easterly 300 feet on a uniform line. Said property line is delineated on Exhibit One attached hereto. It is agreed this strip of property may not be sold, leased or subdivided during this ten (10) year period. The length of this covenant shall extend over the entire front of the purchased property as it joins the Montage Access Road. At the expiration of the 10 year period Buyer covenants and warrants that it shall sell a maximum of 15 lots with a maximum of 150 feet frontage on

Montage Access Road and 300 feet depth for each lot. Seller shall have a right of first refusal to purchase the aforesaid lots at the expiration of the ten (10) year term. Additionally, Buyer shall not sell a lot to any entity whose purpose conflicts or competes with existing business previously sold by Seller to third parties on Montage Mountain, or Montage Access Road.

3. Codes. The stadium to be constructed by Buyer shall at all times comply with all standards and codes necessary to qualify for a Double A or higher minor league professional baseball franchise.

4. Warranty. Subject to the requirements found herein Buyer must commence the construction described aforesaid by January 1, 1988, and construction must meet the aforesaid specifications; should Buyer allow the facility to remain incomplete or to fall into disrepair without repair or restoration for a two-year period at any time thereafter, Seller have the the right to enforce these essential warranties by availing itself of its legal and/or equitable rights, to include, but in no way be limited to, the right to secure specific performance in a Court of Equity. This warranty shall remain in effect for twenty-five (25) years from date hereof.

5. Disrepair Defined. Disrepair shall include failure to maintain compliance with any state, federal, or local building and safety codes, as well as failure to maintain the physical grounds and structure to the extent that same are:

(1) rendered out of compliance with any applicable local codes and zoning regulations, or

(2) in a visible state of decay as determined in accordance with the dispute resolution procedure set forth in Paragraph 6 hereof.

6. Dispute Resolution. Disputes arising pursuant to or involving the interpretation of this Agreement shall be resolved in accordance with the rules and procedures of the American Arbitration Association to be arbitrated in Scranton, Pennsylvania.

7. Tax Adjustments. Real Estate taxes for the current year shall be prorated between Seller and Buyer on a per diem basis, and shall be adjusted as of the date of delivery of the Deed. Any transfer taxes, including those customarily paid by Seller, shall be paid by Buyer.

8. Additional Costs. Buyer shall bear the cost of any additional surveys, legal descriptions, or site preparation necessary to effectuate any and all the transaction contemplated hereby. In addition, Buyer shall be responsible for Seller's attorney's fees, which shall not exceed two thousand five hundred dollars (\$2,500.00), plus out-of-pocket expenses plus previous attorney fees of Seller of \$2,500.00 for the October 1984 transaction or a total of \$5,000.00.

9. Benefit and Assignment. This Agreement shall inure to the benefit of the heirs, devisees, legatees, personal representatives, successors and assigns of the parties. Without limiting the foregoing, it is expressly understood that all rights and entitlements of Seller hereunder shall inure to the benefits of any property owners association or similar entity which may come into control of the land contiguous to that

transferred hereunder. Buyer shall have no right to assign this Agreement for a ten (10) year period, except to the County of Lackawanna if the Buyer is dissolved.

10. Collateral Uses. The buyer agrees that the multi-purpose stadium will be used, but not by way of limitation, for collateral uses as follows:

(a) professional, amateur, scholastic sporting events of all types.

(b) entertainment events such as: concerts, plays, circuses and carnivals.

(c) social gatherings such as: County fairs and other public, religious, political and cultural events.

(d) other events including: automobile and recreational vehicle shows, mobile home shows, drum and bugle corps shows, tractor pulls and flea markets.

(e) a restaurant.

11. Commercial Use. Seller agrees that it will not allow any business or commercial enterprises to be conducted at its multi-purpose stadium, nor will it allow any additional construction, subdivision, or subletting of the property which forms the basis of this Agreement. In addition, but in no way by limitation, Buyer will not allow sale or rental of ski equipment or computer equipment.

12. Entire Agreement. This Agreement represents the entire Agreement between the parties hereto and cannot be modified except by another written instrument between them. This Agreement supercedes the Agreement of the parties dated October 9, 1984. Exhibit Number One attached to this Agreement is and

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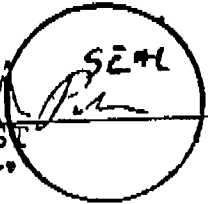
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shall be construed as an integral part hereof.

13. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

NORTHEAST DELIVERY, INC.

BY: *William S. Gilchrist*
WILLIAM S. GILCHRIST
President



MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY

BY: *James J. Keeler*
JAMES J. KEELER

ATTEST: NORTHEAST DELIVERY, INC.

Jh. Nyka
ASSISTANT SECRETARY

ATTEST:

Edward Burns
SEC FOR M.P.S.A.



BERENS BUILDING
CLARKS SUMMIT
PENNSYLVANIA 18411
(717) 586-1781



ARCHITECTS
ENGINEERS
PLANNERS

DESCRIPTION: Land of the Lackawanna County Multi-Purpose Stadium Authority.

Beginning at a point on the easterly side of the right-of-way line of the Montage access road opposite centerline station 225 + 24.71. Thence from the beginning and through lands now of William Gilchrist, the grantor herein, the following five (5) courses and distances:

- 1) S 89° 34'12" E - 306.65 Feet;
- 2) S 48° 51'46" E - 1102.05 Feet;
- 3) S 23° 53'42" E - 864.06 Feet;
- 4) S 34° 34'11" W - 722.58 Feet;
- 5) S 72° 01'53" W - 841.31 Feet

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence along said right-of-way line on a curve to the left having a radius of 8070.0 feet and an arc length of 831.19 feet and a chord bearing and distance of N 20° 55'08" W - 830.83 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence along lands of the Pennsylvania Department of Transportation, the following three (3) courses and distances:

- 1) N 66° 25'33" E - 521.4518 Feet;
- 2) N 23° 34'27" W - 470.0 Feet;
- 3) S 66° 25'33" W - 415.69 Feet

To a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the right having a radius of 621.27 feet and an arc length of 141.91 feet and a chord bearing and distance of N 17° 06'22" E - 141.61 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence on a curve to the left having a radius of 770.00 feet and an arc length of 312.06 feet and a chord bearing and distance of N 12° 02'24" E - 309.93 feet to a corner on the easterly side of the right-of-way line of the Montage access road. Thence N 0° 25'47" E - 684.31 feet to the said point of beginning containing an area of 51.1025 acres of land being the same more or less.

EXH. A. 7

BERENS BUILDING
CLARKS SUMMIT
PENNSYLVANIA 18411
(717) 586-1761

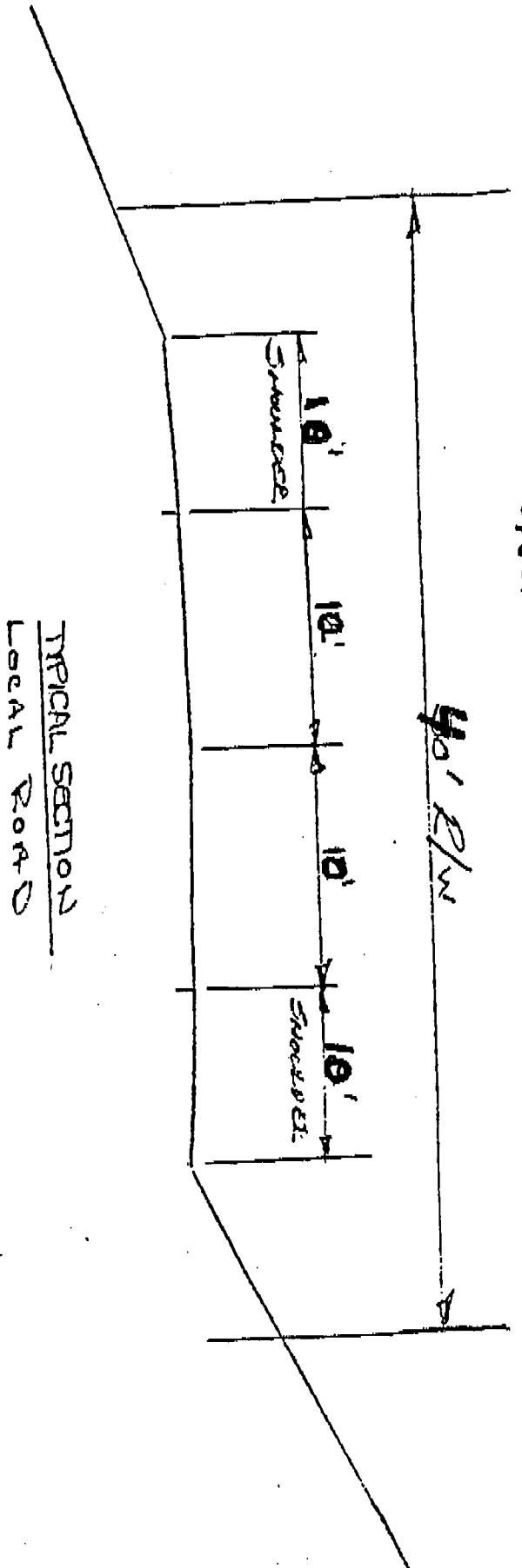


ARCHITECTS
ENGINEERS
PLANNERS

DESCRIPTION: Easement for Drainage Ditch

Beginning at a corner on the northeasterly line of lands of the Lackawanna County Multi-Purpose Stadium Authority located S $89^{\circ} 34' 13''$ E, 306.66' and S $48^{\circ} 51' 47''$ E 946.17' from the intersection of the northerly line of lands of the Lackawanna County Multi-Purpose Stadium Authority with the Easterly right of way line of the Montage Access Road. Thence from the beginning and along said lands of the Stadium Authority S $48^{\circ} 51' 47''$ E 155.89' to a corner; thence S $23^{\circ} 53' 43''$ E 600.00' to a corner; thence through lands of the grantor herein N $1^{\circ} 00' 00''$ E, 273.19' to a corner; thence N $23^{\circ} 53' 43''$ W, 405.75' to a corner; thence N $88^{\circ} 00' 00''$ W, 200.98' to the place of beginning. Containing 1.55 acres of land more or less.

SPECIFICATIONS



NOTE

- ① SURFACE AND BASE WITH CONSIST OF AN INCH OR MORE OF 1 1/2" OR FINER.
- ② SURFACE WITH CONSIST OF 2" OF BITUMINOUS BINDER MATERIAL AND 1" OF BITUMINOUS WEAR SURFACE.
- ③ Road completion shall occur 3 months from closing of the side of roadway.

ADDENDUM TO AGREEMENT TO CONVEY LAND

AND NOW this 26th day of August, 1986, NORTHEAST DELIVERY, INC., a Pennsylvania Corporation owned in its entirety by William S. Gilchrist Jr., hereinafter referred to as Seller and the MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, an authority formed under the Municipal Authorities Act of 1945, hereinafter referred to as Buyer, accept and agree to the following Addendum to Agreement to Convey Land amending said agreement also dated August 26, 1986 as follows:

1. Seller and Buyer agree that the Eight Hundred Thousand (\$800,000.00) Dollars placed in Escrow Account pursuant to the agreement dated August 26, 1986 shall remain in Escrow without any draw down against the escrow accounts from August 1986 until January 1, 1987.
2. The Seller agrees after January 1, 1987, it will place any monies drawn from the escrow account aforesaid in an interest bearing account under sellers control.
3. Seller and Buyer agree that Seller will be able to utilize the funds in said interest bearing account as it deems appropriate in its absolute discretion as long as the Eight Hundred Thousand (\$800,000.00) Dollars or the securities purchased therefrom plus the interest thereon are utilized for road and site preparation work as enumerated in the agreement to convey land executed contemporaneous herewith.
4. Seller agrees to leave Eighty Thousand (\$80,000.00) Dollars of the Eight Hundred Thousand (\$800,000.00) Dollars or ten percent (10%) thereof in escrow account pursuant to the agreement dated August 26, 1986 to collateralize the

performance bond given by Seller to Buyer to assure completion of the road construction contemplated in the Agreement to Convey Land dated August 26, 1986.

5. Seller and Buyer agree that the sole and total extent of Sellers liability will be limited to the Eighty Thousand (\$80,000.00) Dollars performance bond collateralized under this addendum.

6. Buyer and Seller further agree that at the time of the making of this Agreement, the present value of the work performed on the subject road from the Montage Access Road to Legislative Route 502 is Five Hundred Fifty Thousand (\$550,000.00) Dollars, and shall be available for draw pursuant to paragraphs one (1) and two (2) herein.

IN WITNESS THEREOF, the Parties to this addendum have affixed their hand and seal the day and date above written.

ATTEST:

NORTHEAST DELIVERY, INC.

BY: William S. Gilchrist
WILLIAM S. GILCHRIST, PRESIDENT



ATTEST:

NORTHEAST DELIVERY, INC.

BY: John Applegate
SECRETARY

ATTEST:

[Signature]

MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY

BY: James J. Keeler
JAMES J. KEELER, CHAIRMAN

By Daniel J. Kunkel
attorney in fact

ATTEST:

[Signature]

MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY

BY: Edward Burns
EDWARD BURNS, SECRETARY

By Daniel J. Kunkel
attorney in fact

LIMITED
POWER OF ATTORNEY

I NOW ALL MEN THAT JAMES J. KEELER OF CLARK SUMMIT, PA AND EDWARD BURNS OF 422 DEPOT ST SCRANTON, PA. RESPECTIVELY THE PRESIDENT AND SECRETARY OF THE MULTI PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY DOES HEREBY GRANT, AGREE, AND AUTHORIZE DAVID RINALDI ESQ OF SCRANTON, PA, THE SOLICITOR OF LACKAWANNA COUNTY, PA TO SIGN, ENDORSE AND EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE CLOSING OF AUG 26, 1986 BETWEEN THE MULTI PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY AND NORTH EAST DELIVERY INC FOR 51,1025 acres OF LAND OWNED BY NORTH EAST DELIVERY OR MONTAGE MOUNTAIN, MOOSIC, PENNSYLVANIA.

THIS POWER OF ATTORNEY IS TO BE UTILIZED TO ACCOMPLISH ANY AND ALL ACTS NECESSARY TO COMPLETE AND CLOSE THE AFORESAID TRANSACTION. THE EXECUTION BY THE UNDERSIGNED OF THIS POWER OF ATTORNEY SHALL BE WITH THE FULL FORCE AND EFFECT OF OUR ACQUIESCENCE AND AGREEMENT AND SHALL BE, AS IF, WE OURSELVES DID SIGN SAID AGREEMENTS.

IN WITNESS WHEREOF THE UNDERSIGNED DID EXECUTE THIS LIMITED POWER OF ATTORNEY THIS 25TH DAY OF AUGUST 1986

James J. Keeler
PRESIDENT
Edward Burns
SECRETARY

ACCEPTANCE AND FINDER:
David Rinaldi
DAVID RINALDI