

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into on April 26, 2012, by and between The Multi-Purpose Stadium Authority of Lackawanna County (the “Seller”) and SWB Yankees LLC (the “Buyer”).

RECITALS:

WHEREAS, the Seller is a member of the International League of Professional Baseball Clubs, Inc. (the “League”) and, as a member of the League, has held the right to operate a franchise granted by the League (the “Franchise”), since the Seller was admitted as a member of the League in 1986 (such membership and the rights associated therewith, the “Membership Rights”);

WHEREAS, the Seller also owns the multi-purpose stadium located at 235 Montage Mountain Road, Moosic, Pennsylvania, which originally opened in 1989 and is currently known as PNC Field (the “Stadium”);

WHEREAS, the Seller and the Major League Baseball team commonly known as the “New York Yankees” (the “Yankees”) are parties to a player development contract dated May 19, 2010 (the “PDC”), pursuant to which the Franchise is a member of the National Association of Professional Baseball Leagues, Inc., d/b/a Minor League Baseball (“MiLB”) and serves as the Class AAA affiliate of the Yankees and plays its home games at the Stadium;

WHEREAS, the Seller and the Buyer are parties to a Management Agreement dated April 4, 2007 (the “Management Agreement”), pursuant to which the Buyer is, and has been since the date of such agreement, the sole and exclusive manager of the Franchise having full control and discretion in the operation, direction, management and supervision of the Franchise;

WHEREAS, in connection with the execution of the Management Agreement, the Seller and the Buyer also executed an Option Agreement dated April 4, 2007 (the “Option Agreement”), pursuant to which the Buyer maintains the right to purchase the Membership Rights on the terms set forth in the Option Agreement;

WHEREAS, the Buyer has expressed its intention to purchase the Membership Rights pursuant to the terms of the Option Agreement and the Seller and the Buyer have expressed their mutual expectation that the Franchise will continue to operate in Lackawanna County (the “County”) as the Yankees Class AAA affiliate;

WHEREAS, the Seller has determined, based upon the Ewing Cole Lackawanna County Stadium (PNC Field) Facility Assessment Report dated June 2009 (the “Report”), that the Stadium is in need of significant modifications and enhancements in order to return the Stadium to its status as a first class MiLB facility, and the Seller’s and the County’s existing financial commitments make it unlikely that they will have the ability to fund existing Stadium repairs;

WHEREAS, in light of the foregoing, the Seller and the Buyer have been engaged in extensive discussions regarding an arrangement where the Buyer would purchase the

Membership Rights from the Seller and enter into a long-term lease arrangement for use of the Stadium by the Franchise;

WHEREAS, the Seller and the Buyer entered into a Memorandum of Understanding dated November 9, 2010 (the “Memorandum of Understanding”), pursuant to which the Seller and the Buyer outlined their intentions regarding (i) the purchase and sale of the Membership Rights, subject to the terms and conditions described in a definitive purchase agreement, and (ii) the lease of the Stadium by the Buyer, subject to the terms and conditions of a definitive lease agreement (the “Stadium Lease Agreement”);

WHEREAS, pursuant to a Contract between the Commonwealth of Pennsylvania (the “Commonwealth”) and the Seller (Contract No. ME 300-1028, Funds Commitment #4100056585) last executed on June 3, 2011 (collectively, the “RACP Grant Agreement”), the Commonwealth has agreed to contribute up to Twenty Million Dollars (\$20,000,000) pursuant to the Commonwealth’s Redevelopment Assistance Capital Program toward a modification of the Stadium, which contribution is conditioned upon, among other things, the Seller furnishing qualifying matching funds in an amount at least equivalent to the amounts funded by the Commonwealth under the Grant Agreement and in light of the current economic environment and other financial commitments, the Seller would not be able to secure such matching funds without the sale of the Membership Rights to the Buyer;

WHEREAS, pursuant to the Department of Community and Economic Development Main Street (Growing Greener II) Grant Contract, last executed July 14, 2011 (the “Growing Greener Grant Agreement”), by and between the Commonwealth and the Seller (Contract No. C000050983), the Commonwealth has agreed to contribute an additional One Million Dollars (\$1,000,000) in funds toward a modification of the Stadium, which contribution is conditioned upon, among other things, the use of the funds to replace and upgrade the heating and cooling system of the Stadium to Energy Star rated equipment;

WHEREAS, pursuant to the Department of Community and Economic Development Housing and Redevelopment Assistance Grant Contract, last executed August 11, 2011 (the “Redevelopment Grant Agreement”), by and between the Commonwealth and the Seller (Contract No. C000051348), the Commonwealth has agreed to contribute an additional One Million Dollars (\$1,000,000) in funds toward a modification of the Stadium, which contribution is conditioned upon, among other things, the use of the funds for demolition costs associated with the project;

WHEREAS, the Seller intends to modify the Stadium utilizing, among other things, the funds contributed by the Commonwealth and the County as described above, existing funds of the Seller, new financing provided to the Seller and proceeds from the sale of the Membership Rights;

WHEREAS, the Buyer intends to enter into a long-term lease of the Stadium with the Seller, in which the Seller intends to utilize such lease payment proceeds, for among other purposes, to pay its annual debt service, operational expenses and outstanding indebtedness;

NOW, THEREFORE, for and in consideration of the mutual premises, the representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Seller and the Buyer, upon and subject to the terms and the conditions hereinafter set forth, do hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.01 **Transfer of the Purchased Assets.** Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined herein), the Seller shall sell, convey, assign, and transfer to the Buyer, and the Buyer shall purchase, accept and take from the Seller, all of Seller's right, title and interest in, to and under the following assets, properties and rights (the "**Purchased Assets**"):

(a) the Membership Rights and all rights and privileges held by the Seller associated with MiLB, including rights to membership in MiLB;

(b) the trademarks and domain names listed on **Schedule 1.01(b)** (the "**Trademarks and Domain Names**");

(c) subject to Section 1.05, the BIRCO Assets (as defined below); and

(d) the properties and assets listed on **Schedule 1.01(d)**.

1.02 **Excluded Assets.** Notwithstanding anything herein to the contrary, the Purchased Assets shall not include any assets of the Seller, other than as expressly set forth in Section 1.01 (the "**Excluded Assets**"). Without limiting the foregoing, the following assets, properties and/or rights are Excluded Assets and shall remain the property of the Seller after the Closing:

(a) all assets of the Seller that are not used solely in connection with the operation of the Franchise;

(b) subject to the Buyer's rights under the Stadium Lease Agreement, the Stadium, including, without limitation, any and all funds and rights to funds pledged by the Commonwealth or any other governmental authority for the modification of the Stadium, and any Real Property owned by the Seller;

(c) subject to the Buyer's rights under the Stadium Lease Agreement, the furniture, fixtures and equipment located at the Stadium;

(d) memorabilia associated with the Scranton/Wilkes-Barre Red Barons, whether located at the Stadium or elsewhere;

(e) all personnel records and other records that the Seller is required by law to retain in its possession;

(f) all rights of the Seller under this Agreement and the other agreements and instruments entered into in connection herewith, including, without limitation, the Stadium Lease Agreement;

(g) all cash, cash equivalents and short-term investments, including, without limitation, all cash on hand as of the Closing Date; and

(h) the properties and assets listed on **Schedule 1.02**.

1.03 **Assumed Liabilities**. At the Closing, the Buyer shall, pursuant to a bill of sale and assignment and assumption agreement in the form attached hereto as **Exhibit 1.03** (the “**Bill of Sale and Assignment and Assumption Agreement**”), assume the following liabilities and obligations (the “**Assumed Liabilities**”):

(a) all liabilities constituting, or arising in connection with, accounts payable existing on the Closing Date (including, without limitation, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable) which have been incurred on the Seller’s behalf at the direction of the Buyer pursuant to the Management Agreement;

(b) all liabilities for Taxes relating to the Purchased Assets for all taxable periods (or portions thereof) beginning after the Closing Date; and

(c) the BIRCO Obligations (as defined below).

The Seller hereby acknowledges and confirms that the Buyer shall not assume or otherwise become liable for (i) any claim or cause of action first asserted or filed against the Seller by any third party prior to the Closing Date or (ii) the payment of any debts, liabilities, losses, accounts payable, bank indebtedness, mortgages or other obligations of the Seller, other than the Assumed Liabilities.

1.04 **Bulk Sales Laws**. The Buyer hereby waives compliance by the Seller with the requirements and provisions of any “bulk-transfer” laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Buyer.

1.05 **BIRCO Assets**. The Purchased Assets shall include the Grantor Properties of the Franchise (as such term is defined in the Interactive Media Rights Agreement entered into by the Franchise with BIRCO Holding Company LLC) and any and all rights that the Seller or the Franchise may have in or with respect to Baseball Internet Rights Company (“**BIRCO**”) or under, or with respect to, any agreement that BIRCO may be a party to involving the Franchise’s Grantor Properties (the “**BIRCO Assets**”), and the acquisition of the Franchise’s Grantor Properties shall be subject in all respects to the provisions of the applicable MiLB and Major League Baseball rules, regulations and directives; provided, however, that with respect to any distributions from BIRCO or its parent, BIRCO Holding Company LLC, relating to the Franchise’s Grantor Properties, (a) any such distributions relating to a prior year shall be excluded from the Purchased Assets and shall remain the property of the Seller and (b) any such distributions relating to the current year shall be allocated 100% to Buyer.

1.06 **BIRCO Obligations.** At the Closing, the Buyer shall assume and agree to honor all obligations of the Seller with respect to the Grantor Properties of the Club, and any agreement with respect to the Grantor Properties entered into by BIRCO (the “BIRCO Obligations”).

ARTICLE II

PURCHASE PRICE

2.01 **Purchase Price.** The aggregate purchase price for the Purchased Assets (the “Purchase Price”) shall be Fourteen Million Six Hundred Thousand Dollars (\$14,600,000). The Purchase Price shall be paid by the Buyer to the Seller on the Closing Date by wire transfer of immediately available funds.

2.02 **Allocation.** The Purchase Price shall be allocated 100% to the Purchased Assets described in Section 1.01(a). All income tax returns and reports, including, without limitation, IRS Form 8594 filed by the Buyer and the Seller relating to the Purchased Assets shall be prepared consistently with the foregoing allocation and neither the Seller nor the Buyer shall thereafter take a tax return position inconsistent with such allocation unless such inconsistent position shall arise out of or through an audit or other inquiry or examination by the Internal Revenue Service or other taxing authority.

2.03 **Closing and Closing Date.** Subject to the satisfaction or waiver of the conditions set forth herein, the consummation of the purchase and sale of the Purchased Assets (the “Closing”) shall take place in the offices of the Seller, 200 Adams Avenue, 6th Floor, Scranton, Pennsylvania 18503 on such date and such time as mutually agreed upon by the Buyer and the Seller, which date shall be not more than five (5) business days after satisfaction of the latter of the conditions set forth in Sections 6.03 and 6.05 (the “Closing Date”). The Buyer shall own, operate and control the Purchased Assets as of the Closing.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Buyer as follows:

3.01 **Organization and Authorization.**

(a) The Seller is a duly organized and validly existing governmental authority in the Commonwealth of Pennsylvania and has all requisite power and authority to effect the transactions contemplated hereunder.

(b) The Seller has the right, power and capacity to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Seller, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Seller. This Agreement has been duly and validly executed and delivered by the Seller and constitutes the Seller’s legal, valid and binding obligation, enforceable against the Seller in accordance with its terms and conditions.

3.02 **No Conflict.** Except as set forth on **Schedule 3.02**, the execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated herein by the Seller, and the performance of the covenants and agreements of the Seller will not, with or without the giving of notice or the lapse of time, or both, (a) violate or conflict with any of the provisions of any organizational document of the Seller; (b) violate, conflict with or result in a breach or default under or cause termination of any term or condition of any contract, license or permit to which the Seller is a party or by which the Seller or its properties may be bound; (c) violate any provision of law, statute or regulation to which the Seller is or the Purchased Assets are subject; or (d) result in the creation or imposition of any lien, security interest or encumbrance upon the Purchased Assets, other than, in the case of foregoing clauses (b), (c) and (d), such conflicts, violations, defaults, terminations or cancellations that, individually and in the aggregate, would not have a material adverse effect on the Purchased Assets or the Buyer.

3.03 **Required Consents and Approvals.** No consent or approval is required by virtue of the execution of this Agreement by the Seller or the consummation of any of the transactions contemplated herein by the Seller to avoid the violation or breach of, or the default under, or the creation of a lien on assets of the Seller pursuant to the terms of, any regulation, order, decree or award of any court or governmental agency or any lease, agreement, contract, mortgage, note, license, or any other instrument to which the Seller is a party or to which it or any of the Purchased Assets is subject, except for (i) the MiLB Approvals, (ii) consents and actions by the Authority and the County necessary to approve this Agreement and the transactions contemplated hereby and (iii) such other consents, waivers, approvals, orders, permits or authorizations the failure of which to obtain, individually and in the aggregate, would not have a material adverse effect on the Purchased Assets or the Buyer.

3.04 **Title to Assets.** The Seller has good and valid title to the Purchased Assets free and clear of all title defects or objections, liens, restrictions, claims, charges, security interests, easements, or other encumbrances of any nature whatsoever, including any mortgages, leases, chattel mortgages, conditional sales contracts, collateral, security arrangements and other title or interest retention arrangements.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE BUYER

Buyer represents and warrants to the Seller as follows:

4.01 **Organization and Authorization.**

(a) The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to effect the transactions contemplated hereunder.

(b) The Buyer has the right, power and capacity to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary limited

liability company action on the part of the Buyer. This Agreement has been duly and validly executed and delivered by the Buyer and constitutes the Buyer's legal, valid and binding obligation, enforceable against the Buyer in accordance with its terms and conditions.

4.02 **No Conflict.** The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated herein by the Buyer, and the performance of the covenants and agreements of the Buyer will not, with or without the giving of notice or the lapse of time, or both, (a) violate or conflict with any of the provisions of the certificate of formation or the limited liability company agreement of the Buyer; (b) violate, conflict with or result in breach or default under or cause termination of any term or condition of any contract, license or permit to which the Buyer is a party or by which the Buyer or any of its properties may be bound; or (c) violate any provision of law, statute, rule, regulation, court order, judgment or decree, or ruling of any governmental authority, to which the Buyer is a party or by which the Buyer or its properties may be bound.

4.03 **Required Consents and Approvals.** No consent or approval is required by virtue of the execution hereof by the Buyer or the consummation of any of the transactions contemplated herein by the Buyer to avoid the violation or breach of, or the default under, any regulation, order, decree or award of any court or governmental agency or any lease, agreement, contract, mortgage, note, license, or any other instrument to which the Buyer is a party or to which it or any of its property or assets is subject.

4.04 **MiLB Information Requirements.** As of the date hereof, the Buyer has provided substantially all, and as of the Closing Date, the Buyer, will have provided all information to MiLB concerning itself and its Affiliates (as defined herein) in compliance with, and as required by, the League Rules and Regulations, which information is accurate in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein not materially misleading, including, without limitation, completing and filing any and all necessary applications, background information forms, and any other documents and information required of them by MiLB to obtain the MiLB Approvals in connection herewith.

4.05 **Non-Reliance of the Buyer.** Except for the specific representations and warranties expressly made by the Seller in Article III, the Buyer (a) acknowledges and agrees that the Purchased Assets are being sold on an "as is, where is" basis and that neither the Seller nor any other person is making or has made any representation or warranty, expressed or implied, at law or in equity, in respect of the Seller, the Membership Rights, the Purchased Assets, the Excluded Assets, the Assumed Liabilities or any of the Seller's business, assets, liabilities, operations, prospects, or condition (financial or otherwise), including, without limitation, with respect to merchantability or fitness for any particular purpose of any assets including, without limitation, any of the Purchased Assets, the nature or extent of any liabilities including, without limitation, the Assumed Liabilities, the prospects of the Franchise, the Purchased Assets, the Excluded Assets, the Assumed Liabilities or any of the Seller's business, assets, liabilities, operations, the effectiveness or the success of any operations, or the accuracy or completeness of any information including, without limitation, any documents, confidential information memoranda, projections, materials or other information (financial or otherwise) regarding the Seller, the Membership Rights, the Franchise, or the Purchased Assets, the

Excluded Assets, the Assumed Liabilities or any of the Seller's business, assets, liabilities, operations, prospects, or condition (financial or otherwise) furnished to the Buyer or its representatives, or made available to the Buyer and its representatives, in expectation of, or in connection with, the transactions contemplated hereby, or in respect of any other matter or thing whatsoever; (b) acknowledges and agrees that, as the exclusive manager of the Franchise since April 2007 pursuant to the Management Agreement, the Buyer is familiar with the business and operation of the Franchise and the Purchased Assets; (c) specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any entity or person, and acknowledges and agrees that the Seller has specifically disclaimed and does hereby specifically disclaim any such other representation or warranty; (d) specifically disclaims any obligation or duty by the Seller to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties set forth in Article III or by applicable law; and (e) acknowledges and agrees that it is entering into this Agreement, and upon the Closing will be consummating the transaction contemplated hereby, including, without limitation, acquiring the Purchased Assets and assuming the Assumed Liabilities, subject only to the specific representations and warranties set forth in Article III, as further limited by the specifically bargained-for exclusive remedies as set forth in Article VIII.

ARTICLE V

COVENANTS OF THE PARTIES

5.01 **Transfer Taxes.** All sales, use, stamp, transfer, excise and other similar Taxes arising out of, or in connection with, the consummation of the transactions contemplated hereby, including, without limitation, any filing or recording fees, shall be paid fifty percent (50%) by the Buyer and fifty percent (50%) by the Seller.

5.02 **Further Assurances.** Each of the Seller and the Buyer shall use reasonable good faith efforts to take all actions and to do all things necessary, proper or advisable following the Closing to consummate and effectuate the transactions contemplated by this Agreement, including, without limitation, using their reasonable, good faith efforts, and cooperating with one another, to secure all necessary consents, approvals, authorizations and exemptions from governmental agencies and other third parties, including, without limitation, all consents required hereunder.

5.03 **MiLB Approvals.**

(a) Promptly following the execution of this Agreement, and in accordance with Section 5.03(d), the Buyer and the Seller shall complete and file all necessary applications, background information forms, and any other documents and information required of them by MiLB, the League or Major League Baseball to obtain the MiLB Approvals.

(b) The Buyer and the Seller shall (and shall cause their Affiliates to) use commercially reasonable efforts to obtain, as promptly as possible, all MiLB Approvals. In connection with the foregoing, the Buyer and the Seller shall (and shall cause their respective Affiliates to) furnish the League and MiLB with all information and assistance as may be required to obtain the MiLB Approvals. Each of the Seller and the Buyer acknowledge that, as a

condition to granting the MiLB Approvals, the League and/or MiLB may require modifications to be made to the form and/or structure of the transactions contemplated by this Agreement or the Buyer, and to obtain the MiLB Approvals, it shall be necessary to implement such modifications. Notwithstanding anything in this Agreement to the contrary, neither the Buyer nor the Seller, without the Buyer's (in the case of the Buyer) or the Seller's (in the case of the Seller) prior consent, shall be required to agree to any such modification.

(c) The Buyer and Seller shall be jointly and severally responsible to pay all amounts payable to the League or MiLB relating to the application filed by the Buyer with the League and MiLB in connection with the transactions contemplated hereunder including, without limitation, any and all costs incurred by the League and MiLB associated with the proposed and actual assignment of the Membership Rights, including, but not limited to, travel of League members to a special meeting called to review the transfer of Membership Rights, expenses relating to any investigation of the Buyer and of the Stadium playing field, legal fees incurred in reviewing this Agreement, and all other costs incident to such review (the "MiLB Expense Reimbursement"); provided, however, that the Buyer shall reimburse the Seller for any and all MiLB Expense Reimbursement payments made by the Seller as soon as practicable after the Seller provides notice to the Buyer of payment of such MiLB Expense Reimbursements. The Seller shall use commercially reasonable efforts to assist the Buyer in obtaining the MiLB Approvals, provided that nothing shall obligate the Seller or any Affiliate of the Seller to incur any additional expense or liability, or to continue any existing obligation to MiLB. The Buyer shall promptly provide the Seller with a copy of the MiLB Approvals. The Buyer shall use commercially reasonable efforts to obtain the MiLB Approvals at the earliest possible date.

(d) Each of the Seller and the Buyer is aware of the minor league "submission provisions" contained in the Major League Constitution and the "Control Interest Transfers -- Guidelines & Procedures" issued by the Commissioner on November 9, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Guidelines"). As required by the League Rules and Regulations, the parties hereto (through the Buyer) have notified the Office of the Commissioner of Baseball, the President of MiLB and the President of the League of the proposed transactions covered hereby and have provided to all three (3) recipients of such notice a detailed description of the proposed transactions covered hereby together with the Memorandum of Understanding. The Buyer and the Seller shall, within ten (10) days of the execution and delivery of this Agreement, apply to the President of the MiLB for approval of the transactions covered hereby in accordance with, and pursuant to, the applicable provisions of the National Association Agreement, Professional Baseball Agreement and the Major League Rules. Such approval, as required by the League Rules and Regulations, is recognized by the parties hereto to be in the sole and absolute discretion of the Office of the Commissioner of Baseball and the Major League Clubs, as applicable. Each of the Seller and the Buyer, as required by the League Rules and Regulations, has acted and will continue to act in full and strict compliance with the Major League Constitution and the Guidelines in connection with the transactions covered hereby. As required by the League Rules and Regulations, each party hereto further agrees that all information contained in documents or statements provided, or to be provided, by or on behalf of it or its Affiliates to the Office of the Commissioner of Baseball or any other Major League Baseball entity shall be true, complete and correct in all material respects and, to its knowledge, shall not contain any untrue or misleading information.

(e) Each party hereto, as required by the League Rules and Regulations, acknowledges and agrees that the Closing is conditioned upon, and subject to, the prior approval of the League and MiLB and its President, after consultation with the Office of the Commissioner of Baseball, in each case, in its sole and absolute discretion, under the Major League Constitution, the Guidelines and any other applicable League Rules and Regulations, as may be amended from time to time, and the Office of the Commissioner of Baseball shall have reviewed the decision of the President of MiLB and, in accordance with the provisions of the League Rules, not have disapproved or reversed the decision of the President of MiLB.

(f) If the Buyer or the Seller has a reasonable basis to believe that the MiLB Approvals are not likely to be obtained on a timely basis, such party shall promptly, upon becoming aware of such basis, notify the other party hereto.

(g) Upon approval by the League and MiLB of the transfer of the Membership Rights, the Buyer agrees to be bound by all applicable League Rules.

5.04 **Cooperation Regarding Seller's Ownership.** Following the Closing, the Seller shall cooperate with the Buyer and any other baseball governing body (including, without limitation, Major League Baseball, MiLB and the League) reasonably and at the Buyer's expense in any matter that arises in the five (5) year period immediately following the Closing regarding the Seller's ownership of the Franchise and the Membership Rights, including, without limitation, transfer of trademark ownership, baseball related debts under Section 10.05(B) of the National Association Agreement, or audits by Major League Baseball under Major League Rule 54(b).

5.05 **Stadium Modification.** Each party hereto acknowledges and agrees that the funds contributed toward the cost of the Stadium modification pursuant to the RACP Grant Agreement, the Growing Greener Grant Agreement and the Housing Development Grant Agreement will not be sufficient to complete a modification of the Stadium and that, closing is conditioned upon, and subject to, the Seller securing financing of such additional funds necessary to complete a modification of the Stadium in accordance with Section 3.03 of the Stadium Lease Agreement (the "Additional Stadium Modification Funds").

5.06 **RACP Obligations.** The Buyer and the Seller acknowledge that the funding provided under the RACP Grant Agreement is subject to satisfaction of certain conditions and obligations of the Buyer and the Seller, including without limitation the Special Conditions described in Section C of Appendix B of the RACP Grant Agreement (including Section 21 of such Special Conditions, which provides that the Buyer and the Seller shall enter into a Restrictive Covenant Agreement with the Commonwealth running with and binding the land for a period of thirty (30) years as further described therein). The Buyer and the Seller shall work together in good faith and shall take all actions as may be commercially reasonable to carry out the obligations and satisfy the conditions as set forth in the RACP Grant Agreement.

ARTICLE VI

CONDITIONS TO OBLIGATIONS OF THE SELLER

Each of the obligations of the Seller to be performed hereunder shall be subject to the satisfaction (or waiver by the Seller) at or prior to the Closing Date of each of the following conditions:

6.01 **Representations and Warranties Accurate at Closing Date.** Each of the Buyer's representations and warranties contained in this Agreement shall be accurate in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though made on and as of the Closing Date; the Buyer shall have complied in all material respects with the covenants and agreements set forth herein to be performed or complied with by it on or before the Closing Date; and the Buyer shall have delivered to the Seller a certificate dated the Closing Date and signed by a duly authorized officer to all such effects, and confirming such other matters as may be reasonably requested by the Seller.

6.02 **Litigation.** No suit, investigation, action or other proceeding shall be pending or overtly threatened against the Seller, the Buyer or their respective Affiliates before any court or governmental agency which has resulted in the restraint or prohibition of any such party, or could, in the reasonable opinion of counsel for the Seller, result in the obtaining of material damages or other relief from any such party, in connection with this Agreement or the consummation of the transactions contemplated hereby.

6.03 **MiLB Approvals.** The MiLB Approvals shall have been obtained and shall be in full force and effect.

6.04 **Required Governmental Approvals.** All governmental authorizations, consents and approvals necessary for the valid consummation of the transactions contemplated hereby shall have been obtained and shall be in full force and effect.

6.05 **Additional Stadium Modification Funds.** The Seller shall have received irrevocable commitments for the Additional Stadium Modification Funds in a form satisfactory to the Seller.

6.06 **Stadium Lease Agreement.** The Buyer shall have executed and delivered to the Seller the Stadium Lease Agreement in substantially the form attached hereto as **Exhibit 6.06.**

6.07 **County Guaranty.** The County shall have executed and delivered to the Buyer a Guaranty of Payment and Performance in a form reasonably acceptable to the Buyer for the guaranty of certain payment and performance obligations of the Seller under the Stadium Lease Agreement (the "County Guaranty").

6.08 **Legal Opinion.** The Buyer shall have received an opinion of Drinker Biddle & Reath, LLP in a form reasonably acceptable to the Buyer regarding the due authorization of the Seller to execute and deliver the Stadium Lease and to perform its obligations thereunder, the due authorization of the County to execute and deliver the County Guaranty and to perform its

obligations thereunder, the enforceability of the Stadium Lease Agreement against the Seller, and the enforceability of the County Guaranty against the County.

6.09 **GMP Amendment**. The Seller and Alvin H. Butz, Inc. shall have executed and delivered the “GMP Amendment” described in the Stadium Lease Agreement and attached as Exhibit 4 thereto.

6.10 **Bill of Sale and Assignment and Assumption Agreement**. The Buyer shall have executed and delivered to the Seller the Bill of Sale and Assignment and Assumption Agreement.

6.11 **Documents Satisfactory in Form and Substance**. All agreements, certificates, opinions and other documents delivered by the Buyer to the Seller hereunder shall be in form and substance satisfactory to the Seller and its counsel, in the exercise of their reasonable judgment.

ARTICLE VII

CONDITIONS TO OBLIGATIONS OF THE BUYER

The obligations of the Buyer to be performed hereunder shall be subject to the satisfaction (or waiver by the Buyer) on or before the Closing Date of each of the following conditions:

7.01 **Representations and Warranties Accurate at Closing Date**. Each of the representations and warranties of the Seller contained in this Agreement shall be accurate in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though made on and as of the Closing Date; the Seller shall have performed and complied in all material respects with the respective covenants and agreements set forth herein to be performed or complied with by the Seller on or before the Closing Date; and the Seller shall have delivered to the Buyer a certificate signed on behalf of the Seller by a duly authorized representative to all such effects, and confirming such other matters as may be reasonably requested by the Buyer.

7.02 **Litigation**. No suit, investigation, action or other proceeding shall be pending or overtly threatened against the Seller, the Buyer or their respective Affiliates before any court or governmental agency which has resulted in the restraint or prohibition of any such party, or could, in the reasonable opinion of counsel for the Buyer, result in the obtaining of material damages or other relief from any such party, in connection with this Agreement or the consummation of the transactions contemplated hereby.

7.03 **MiLB Approvals**. The MiLB Approvals shall have been obtained and shall be in full force and effect.

7.04 **Required Governmental Approvals**. All governmental authorizations, consents and approvals necessary for the valid consummation of the transactions contemplated hereby shall have been obtained and shall be in full force and effect.

7.05 **Additional Stadium Modification Funds.** The Buyer shall have received confirmation of Seller's receipt of irrevocable commitments for the Additional Stadium Modification Funds.

7.06 **Other Necessary Consents.** All consents and approvals required to be listed on **Schedule 3.03** shall have been obtained and shall be in full force and effect. With respect to each such consent or approval, the Buyer shall have received written evidence, satisfactory to it, that such consent or approval has been duly and lawfully filed, given, obtained or taken and is effective, valid and subsisting.

7.07 **Stadium Lease Agreement.** The Seller shall have executed and delivered to the Buyer the Stadium Lease Agreement.

7.08 **Bill of Sale and Assignment and Assumption Agreement.** The Seller shall have executed and delivered to the Buyer the Bill of Sale and Assignment and Assumption Agreement.

7.09 **Documents Satisfactory in Form and Substance.** All agreements, certificates and other documents delivered by the Seller to the Buyer hereunder shall be in form and substance satisfactory to the Buyer and its counsel, in the exercise of their reasonable judgment.

ARTICLE VIII

INDEMNIFICATION

8.01 **Indemnification.**

(a) Except as otherwise limited by this Article VIII, the Seller shall indemnify the Buyer and any successors or assigns thereof, and their respective directors, members, managers, partners, shareholders, officers, employees, consultants and agents (the "**Buyer Protected Parties**"), from and against any and all claims, losses, liabilities, damages, costs (including, without limitation, court costs) and expenses (including, without limitation, reasonable attorneys' and accountants' fees) ("**Buyer Losses**") asserted against, imposed upon, suffered by, or incurred by any of the Buyer Protected Parties as a result of, or with respect to, or arising from (i) any breach or inaccuracy of any representation, warranty, covenant or agreement of the Seller set forth in this Agreement and (ii) any claim, cause of action, loss, liability, damage, cost (including, without limitation, court costs) and expenses (including, without limitation, reasonable attorneys' and accountants' fees) of the Seller or its Affiliates not included within the Assumed Liabilities assumed at the Closing by the Buyer pursuant to the Bill of Sale and Assignment and Assumption Agreement.

(b) Except as otherwise limited by this Article VIII, the Buyer shall indemnify the Seller and any successors or assigns thereof, and their respective directors, members, managers, partners, shareholders, officers, employees, consultants and agents (the "**Seller Protected Parties**" and collectively with the Buyer Protected Parties, the "**Protected Parties**"), from and against any and all claims, losses, liabilities, damages, costs (including, without limitation, court costs) and expenses (including, without limitation, reasonable attorneys' and accountants' fees) ("**Seller Losses**" and collectively with the Buyer Losses, the "**Losses**")

asserted against, imposed upon, suffered by, or incurred by any of the Seller Protected Parties as a result of, or with respect to, or arising from (i) any breach or inaccuracy of any representation, warranty, covenant or agreement of the Buyer set forth in this Agreement; (ii) the Assumed Liabilities assumed at the Closing by the Buyer pursuant to the Bill of Sale and Assignment and Assumption Agreement; and (iii) the ownership of the Membership Rights and the operation of the Franchise following the Closing.

8.02 Limitation on Indemnification.

(a) The Buyer Protected Parties shall make no claim against the Seller for indemnification under Section 8.01(a) and the Seller Protected Parties shall make no claim against the Buyer for indemnification under Section 8.01(b), in any such case unless and until the aggregate amount of such claims against the Seller, on the one hand, or the Buyer, on the other hand, exceeds one-half percent (1/2%) of the Purchase Price (the “Deductible”), and then only to the extent that the aggregate amount of such Losses exceeds the Deductible; provided, however, that the Deductible shall not limit (i) the liability of the Seller for Buyer Losses as a result of, with respect to or arising from a breach of any representation or warranty arising out of fraud or willful misconduct on the part of the Seller or (ii) the liability of the Buyer for Seller Losses as a result of, with respect to or arising from a breach of any representation or warranty arising out of fraud or willful misconduct on the part of the Buyer.

(b) Notwithstanding anything to the contrary contained herein, in no event shall either the aggregate liability of the Seller relating to claims for indemnification under Section 8.01(a) for Buyer Losses suffered or incurred by any of the Buyer Protected Parties, on the one hand, or the aggregate liability of the Buyer related to claims for indemnification under Section 8.01(b) for Seller Losses suffered or incurred by any of the Seller Protected Parties, on the other hand, exceed fifty percent (50%) of the Purchase Price (the “Cap”).

8.03 Claims Period. All claims for indemnification in connection therewith shall be asserted no later than thirty-six (36) months after the Closing Date.

8.04 Third-Party Claims. In the event any claim for indemnification hereunder is based on a claim asserted by a third party (i.e., a Person other than a party hereto or its Affiliates) (a “Third-Party Claim”), the indemnifying party shall have the right, exercisable by notice to the Protected Party within thirty (30) days of receipt of a notice for a claim for indemnification pursuant to Section 8.01 (a “Claims Notice”), in which the indemnifying party acknowledges its obligation to indemnify and hold harmless the Protected Party in full and provides reasonable evidence of its ability to pay for the defense of the Third-Party Claim, to assume and conduct the defense of the underlying Third-Party Claim with counsel selected by the indemnifying party and reasonably satisfactory to the Protected Party, provided that the Protected Party may retain separate co-counsel, at its sole cost and expense, and participate in the defense of the Third-Party Claim. Notwithstanding the foregoing, the indemnifying party shall not have the right to assume control of the defense of any Third-Party Claim and shall pay the reasonable fees and out-of-pocket expenses of a single counsel retained by all such Protected Parties with respect to such Third-Party Claim if (i) the indemnifying party does not conduct the defense of the Third-Party Claim with reasonable diligence or (ii) the Third-Party Claim (A) seeks non-monetary, equitable or injunctive relief, (B) alleges violations of criminal law or (C) includes as the named parties in

any such Third-Party Claim both a Protected Party and an indemnifying party, and applicable ethical guidelines provide that it would be inappropriate to have the same counsel represent both parties. If the indemnifying party has assumed such defense as provided in this Section 8.04, the indemnifying party will not be liable for any legal expenses incurred by any Protected Party in connection with the defense of such claim. If the indemnifying party does not assume the defense of any Third-Party Claim in accordance with this Section 8.04, the Protected Party may continue to defend such claim at the reasonable cost of the indemnifying party and the indemnifying party may still participate in, but not control, the defense of such Third-Party Claim at the indemnifying party's sole cost and expense.

8.05 **Settlement.**

(a) If the indemnifying party does not assume and conduct the defense of the Third-Party Claim in accordance with Section 8.04, or is not entitled to do so, the Protected Party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the written consent of the indemnifying party (such consent not to be unreasonably withheld, conditioned or delayed).

(b) If the indemnifying party assumes and conducts the defense of the Third-Party Claim in accordance with Section 8.04, the indemnifying party shall not, without the written consent of the Protected Party (such consent not to be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim that (A) involves any action by the Protected Party, other than the payment of money (subject to the limitations in Section 8.02), (B) provides for injunctive or other non-monetary relief affecting the Protected Party or (C) does not grant an unconditional release of the Protected Party from all liability with respect to such Third-Party Claim.

(c) In any Third-Party Claim, the party responsible for the defense of such claim shall, to the extent reasonably requested by the other party, keep such other party informed as to the status of such claim, including, without limitation, all settlement negotiations and offers. The Protected Party shall use commercially reasonable efforts to make available to the indemnifying party and its representatives all books and records of the Protected Party relating to such Third-Party Claim and shall cooperate with the indemnifying party in the defense of the Third-Party Claim, including, without limitation, by making available personnel as witnesses in connection with any action.

8.06 **Net Recovery.** The amounts otherwise payable to a Protected Party pursuant to this Article VIII shall be net of (i) any insurance proceeds actually received by such Protected Party with respect to such Losses under insurance policies maintained by it; (ii) any Tax refund, Tax credit, or reduction in Tax actually realized by such Protected Party seeking indemnification as a result of such Losses (a "Tax Benefit") for the taxable period in which such amounts are paid to the Protected Party pursuant to this Article VIII (any such Tax Benefit to be determined after taking into consideration any Tax effect of the indemnification payment made with respect to such Losses); provided, however, that if the Protected Party actually realizes a Tax Benefit after its receipt hereunder of a related indemnification payment (whether or not in the same taxable period), the Protected Party shall promptly pay to the Seller or the Buyer, as applicable, the amount of such Tax Benefit; and (iii) any amounts recovered from any third parties, by way

of indemnification or otherwise, with respect to the claim for which indemnification is sought. The Protected Parties shall use commercially reasonable efforts to mitigate any Losses.

8.07 **Exclusive Remedy**. The parties hereto agree that, excluding (a) any claim for injunctive or other equitable relief (including, without limitation, specific performance) or (b) any claim related to fraud, the indemnification provisions of this Article VIII are intended to provide the sole and exclusive remedy of the Protected Parties as to any claim with respect to, or in connection with, this Agreement and the transactions contemplated herein, including, without limitation, Losses and the parties hereto hereby waive any and all statutory and common law rights and remedies which any of them has or may hereafter have.

8.08 **Buyer's Knowledge**. No indemnification, payment of damages or other remedy based on the representations, warranties, covenants, and obligations in this Agreement and the other documents, agreements, and certificates delivered pursuant to or in connection with this Agreement shall be payable by the Seller if (i) the breaches or inaccuracies giving rise to such indemnification occurred prior to the Closing and (ii) either (A) such breach or inaccuracy was the result of an act or omission by the Buyer or (B) the Buyer had knowledge of such breaches or inaccuracies at the time the Buyer consummated the transactions contemplated by this Agreement.

ARTICLE IX

TERMINATION PRIOR TO CLOSING

9.01 **Termination of Agreement**. This Agreement may be terminated at any time prior to the Closing:

- (a) By the mutual written consent of the Buyer and the Seller;
- (b) By the Seller upon notice to the Buyer, without liability, if the Buyer shall (i) fail to perform in any material respect its agreements contained herein required to be performed by it on or prior to the Closing Date or (ii) materially breach any of its representations, warranties or covenants contained herein, which failure or breach is not cured within ten (10) days after the Seller has notified Buyer of its intent to terminate this Agreement pursuant to this Section 9.01(b);
- (c) By the Buyer upon notice to the Seller, without liability, if the Seller shall (i) fail to perform in any material respect its agreements contained herein required to be performed by it on or prior to the Closing Date or (ii) materially breach any of its representations, warranties or covenants contained herein, which failure or breach is not cured within ten (10) days after the Buyer has notified the Seller of its intent to terminate this Agreement pursuant to this Section 9.01(c);
- (d) By either the Seller or the Buyer upon notice to the other, without liability, if there shall be any order, writ, injunction or decree of any court or governmental or regulatory agency binding on the Buyer or the Seller, which prohibits or restrains the Buyer or the Seller from consummating the transactions contemplated hereby, provided that the Buyer and the Seller shall have used their reasonable, good faith efforts to have any such order, writ, injunction or

decree lifted and the same shall not have been lifted within thirty (30) days after entry, by any such court or governmental or regulatory agency; or

(e) By either the Seller or the Buyer upon notice to the other, without liability, if for any reason the Closing has not occurred by April 4, 2013, other than as a result of the breach of this Agreement by the party hereto attempting to terminate the Agreement.

9.02 **Termination of Obligations.** Termination of this Agreement pursuant to this Article IX shall terminate all obligations of the Seller and the Buyer hereunder, except for the obligations under Sections 9.02, 11.06 and 11.08; provided, however, that termination pursuant to Sections 9.01(b), 9.01(c) or 9.01(e) shall not relieve a defaulting or breaching party from any liability to the other party hereto.

ARTICLE X

DEFINITIONS

10.01 **Definitions.** Defined terms used in this Agreement shall have the meanings specified in this Section 10.01, or elsewhere in this Agreement.

(a) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and 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 such Person, whether through ownership of voting securities, by contract or otherwise. Without limiting the foregoing, the County shall be deemed to be an Affiliate of the Seller.

(b) “Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, the individual succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

(c) “League Rules and Regulations” means the National Association Agreement, the Professional Baseball Agreement by and among the Office of the Commissioner of Baseball, on behalf of itself and the Major League Clubs, and MiLB, the Constitution By-Laws and Rules of the League and the Major League Rules, including, without limitation, Major League Rule 54 entitled “Regulation of Minor League Franchises,” and other applicable rules, resolutions or requirements of the League, MiLB and the Office of the Commissioner of Baseball.

(d) “Major League Clubs” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(e) “Major League Constitution” means the Major League Constitution adopted on January 19, 2000 (which amended and superseded the Major League Agreement, dated January 1, 1975, the Agreement, in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs), as the same may be amended, supplemented or

otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

(f) “MiLB Approvals” means any consents, waivers, approvals, orders, authorizations or no-objection letters required to be obtained from the League, MiLB, Major League Baseball and/or the Office of the Commissioner of Baseball pursuant to the League Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)) in respect of the transactions contemplated by this Agreement.

(g) “Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental authority or other entity.

(h) “Office of the Commissioner of Baseball” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

(i) “Taxes” shall mean all taxes, however denominated, including, without limitation, any interest, penalties or other additions to tax that may become payable in respect thereof, imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, without limitation, federal income taxes and state income taxes), payroll and employee withholding taxes, unemployment insurance, social security taxes, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers’ compensation, Pension Benefit Guaranty Corporation premiums and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing.

ARTICLE XI

MISCELLANEOUS

11.01 **Recitals**. The recitals set forth on the initial page of this Agreement are hereby incorporated into and made part of this Agreement as if fully set forth herein.

11.02 **Entire Agreement**. This Agreement (including the Schedules and Exhibits hereto, which are incorporated herein), constitutes the sole understanding of the parties with respect to the subject matter hereof and terminates the Option Agreement dated April 4, 2007 between the Buyer and the Seller and the Memorandum of Understanding; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

11.03 **Amendment**. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto.

11.04 **Bound by Agreement; Successors and Assigns.** The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns thereof. Neither the Buyer nor the Seller may assign its rights, duties or obligations hereunder or any part thereof to any other Person without the prior written consent of the other party.

11.05 **Counterparts and Facsimile.** This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and both of which, when taken together, shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or any other means of electronic transmission.

11.06 **Modification and Waiver.** Any of the terms or conditions of this Agreement may be waived in writing at any time by the party hereto which is entitled to the benefits thereof. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

11.07 **Expenses.** Except as otherwise provided herein, each of the Seller and the Buyer shall each pay all costs and expenses incurred by it, or on its behalf, in connection with this Agreement and the transactions contemplated hereby, including, without limitation, the fees and expenses of its financial consultants, accountants and counsel.

11.08 **Notices.** All notices and other communications required or permitted to be given by or pursuant to this Agreement, shall be given in writing and shall be delivered (i) personally, (ii) by facsimile, (iii) by email (iv) by U.S. Registered or Certified Mail, Return Receipt Requested with Postage Pre-Paid, or (v) by a nationally recognized overnight courier service. Such notices shall be deemed to have been given (i) on the date of delivery if delivered personally, transmitted by e-mail with actual receipt acknowledged, or by facsimile (provided that a copy of such facsimile is also sent to the recipient at the same time by any other means permitted hereunder), in each case, so as to be received between 8:00 AM and 5:00 PM, Monday through Friday (New York City time), or, (ii) on the date of receipt, if mailed by U.S. Registered or Certified Mail, Return Receipt Requested with Postage Pre-Paid or delivered by a nationally recognized overnight courier service. All such notices and all other communications related to this Agreement shall be given as follows:

(a) If to the Seller: The Multi-Purpose Stadium Authority of
Lackawanna County
Administration Building
200 Adams Avenue
6th Floor
Scranton, PA 18503
Attention: Chairman
(570) 963-6800 - Telephone
(570) 963-6812 - Facsimile

with copies to: Lackawanna County Board of Commissioners
Administration Building

200 Adams Avenue
6th Floor
Scranton, PA 18503
Attention: James Wansacz, Chairman
(570) 963-6800 - Telephone
(570) 963-6812 – Facsimile
wasnsaczj@lackawannacounty.org - Email

McKenna Long & Aldridge LLP
303 Peachtree Street
Suite 5300
Atlanta, GA 30308
Attention: Steven J. Labovitz, Esq.
Trey Wainwright, Esq.
404-527-4360 - Telephone
404-527-4198 - Facsimile
slabovitz@mckennalong.com – Email
twainwright@mckennalong.com – Email

Resnick Amsterdam Leshner, P.C.
653 Skippack Pike
Suite 300
Blue Bell, PA 19422
Attention: Steven Resnick
215-628-8080 - Telephone
215-367-3008 - Facsimile
SR@ral-cpa.com - Email

(b) If to Lessee: SWB Yankees LLC
c/o New York Yankees
Yankee Stadium
One East 161st Street
Bronx, New York 10451
Attn: Lonn A. Trost
(718) 579-4420 - Telephone
(718) 681-1051 - Facsimile
ltrost@yankees.com – Email

with copies to: Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Daniel A. Etna
(212) 592-1557 – Telephone
(212) 545-3322 – Facsimile
detna@herrick.com – Email

and

Mandalay Baseball Properties, LLC
4571 Wilshire Boulevard - 3rd Floor
Los Angeles, California 90010
Attn: Larry S. Freedman
Facsimile: (323) 549-9853
E-mail: larryf@mandalay.com

or to such other address as a party hereto may have furnished to the other party hereto in accordance herewith, except that notice of change of addresses shall be effective only upon receipt.

11.09 **Governing Law; Dispute Resolution.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of law thereof. In the event of a dispute under this Agreement, the sole and exclusive remedy of the parties hereto shall be binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with the arbitration to be conducted in the city where the League then has its administrative office, unless the League otherwise agrees. The parties agree that the Federal Rules of Evidence shall control any such arbitration proceeding.

11.10 **No Third-Party Beneficiaries.** With the exception of the parties hereto and the Protected Parties, there shall exist no right of any other Person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

11.11 **Severability.** In case any one or more of the provisions contained in this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect against either party hereto, such invalidity, illegality, or unenforceability shall only apply to such party in the specific jurisdiction where such judgment shall be made, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, except that this Agreement shall not be reformed in any way that will deny to either party hereto the essential benefits of this Agreement, unless such party waives in writing its rights to such benefits.

11.12 **Enforcement.** The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specified terms. The parties hereto agree that they shall be entitled to specific performance of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

*[Remainder of page intentionally left blank.
Signatures appear on following page.]*

IN WITNESS WHEREOF, each of the parties hereto has duly caused the execution and delivery of this Asset Purchase Agreement on the date first above written.

James Wansner
Cory D. Bruin
Witness

“SELLER:”

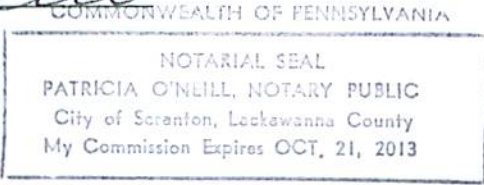
**THE MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY**

Sworn to and subscribed before me this
26 day of April, 2012

By: *James Wansner*
Name: ~~James Wansner~~ James W. Wansner
Title: Chairman

Patricia O'Neill
Notary Public

My Commission Expires:



(NOTARIAL SEAL)

“BUYER:”

SWB YANKEES LLC

Witness

Sworn to and subscribed before me this
____ day of April, 2012

By: _____
Name:
Title:

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

IN WITNESS WHEREOF, each of the parties hereto has duly caused the execution and delivery of this Asset Purchase Agreement on the date first above written.

"SELLER:"

**THE MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY**

Witness

Sworn to and subscribed before me this
____ day of April, 2012

By: _____
Name: James Wansacz
Title: Chairman

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

"BUYER:"

SWB YANKEES LLC

Shari Freedman

Witness

Sworn to and subscribed before me this
22nd day of April, 2012

By: *Harry S. Freedman*

Name: HARRY S. FREEDMAN
Title: VP & SECRETARY

Alireza Mazahri

Notary Public

My Commission Expires: *01/21/2014*

(NOTARIAL SEAL)

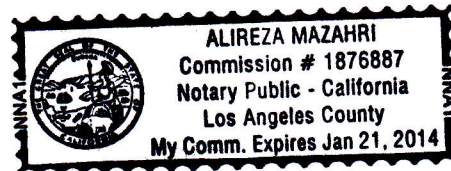


Exhibit 1.03

Bill of Sale and Assignment and Assumption Agreement

See attached.

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2012, by and between **THE MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY**, a municipal authority created pursuant the Pennsylvania Municipality Authorities Act, as amended (the "Seller"), and SWB Yankees LLC, a Delaware limited liability company (the "Buyer"). Capitalized terms used herein, but not defined herein, shall have the meanings given to them in that certain Asset Purchase Agreement, dated as of April __, 2012, by and between the Buyer and the Seller (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, the Seller has agreed to sell to the Buyer certain assets used in connection with the ownership and operation of the Franchise; and

WHEREAS, in connection therewith, the Buyer has agreed to assume certain liabilities and obligations of the Seller; and

WHEREAS, now that the terms and conditions precedent to the transactions contemplated by the Asset Purchase Agreement have been satisfied, the parties wish formally to acknowledge and effectuate such sale, assignment and assumption.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Transfer of Assets.** The Seller does hereby sell, transfer, assign, bargain, convey, deliver, abandon and set over unto the Buyer and its successors and assigns all of the Seller's right, title and interest in and to the Purchased Assets, less and except the Excluded Assets.

2. **Assumption of Assumed Liabilities.** The Seller does hereby assign and transfer unto the Buyer, and the Buyer hereby assumes and agrees to pay and discharge, the Assumed Liabilities, as further set forth and defined in Section 1.03 of the Asset Purchase Agreement.

3. **Further Assurances.** Each party shall, from time to time and at all times hereafter, upon the request of the other parties hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Asset Purchase Agreement and this Agreement.

4. **Counterparts and Facsimile.** This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may be

executed and delivered by facsimile, portable document format (.pdf) or other similar electronic transmission.

5. **Entire Agreement.** This Agreement and the Asset Purchase Agreement (including the other Schedules and Exhibits to the Asset Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. To the extent this Agreement is inconsistent with any terms or conditions in the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of law thereof.

(Signatures begin on following page)

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

“SELLER:”

**THE MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY**

Witness

Sworn to and subscribed before me this
_____ day of _____, 2012

By: _____
Name:
Title:

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

“BUYER:”

SWB YANKEES LLC

Witness

Sworn to and subscribed before me this
_____ day of _____, 2012

By: _____
Name:
Title:

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

Exhibit 6.06

Stadium Lease Agreement

See attached.

MULTI-PURPOSE STADIUM LEASE AGREEMENT

by and between

**THE MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY,
PENNSYLVANIA**

and

SWB YANKEES LLC

_____, 2012

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MULTI-PURPOSE STADIUM LEASE AGREEMENT

THIS MULTI-PURPOSE STADIUM LEASE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2012 (the “Effective Date”), by and between **THE MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY**, a municipal authority created pursuant to the Pennsylvania Municipality Authorities Act, as amended (the “Authority”), and **SWB YANKEES LLC**, a Delaware limited liability company (together with its successors and assigns, “Lessee”).

PREAMBLE:

WHEREAS, the Authority owns real property and a multi-purpose stadium located at 235 Montage Mountain Road, Moosic, Pennsylvania (the “Site”), currently known as PNC Field (the “Stadium”), as more particularly described on **Exhibit 1** hereto;

WHEREAS, prior to the date hereof, the Authority had been the record owner of the right to operate a member club (the “Franchise”) of the International League of Professional Baseball Clubs, Inc. (the “League”) since 1986;

WHEREAS, the Authority and Lessee entered into to a Management Agreement dated April 4, 2007 (the “Management Agreement”), pursuant to which Lessee was the sole and exclusive manager of the Franchise having full control and discretion over the operation, direction, management and supervision of the Franchise;

WHEREAS, in connection with the execution of the Management Agreement, the Authority and Lessee also executed an Option Agreement dated April 4, 2007 (the “Option Agreement”), pursuant to which Lessee was granted the right to purchase the Franchise on the terms and conditions set forth in the Option Agreement;

WHEREAS, Lessee has expressed its intention to purchase the Franchise pursuant to the terms and conditions of the Option Agreement and the Authority and Lessee have expressed their mutual expectation that the Franchise will continue to operate in Lackawanna County, Pennsylvania (the “County”) as the New York Yankees Class AAA affiliate;

WHEREAS, the Authority and Lessee have entered into a Memorandum of Understanding dated November 9, 2010 pursuant to which the Authority and Lessee outlined their intentions regarding (i) the purchase and sale of the Franchise, subject to the terms and conditions described in a definitive purchase agreement and (ii) the lease of the Stadium by Lessee, subject to the terms and conditions of a definitive agreement;

WHEREAS, pursuant to an Asset Purchase Agreement dated April ___, 2012 by and between the Authority and Lessee (the “Asset Purchase Agreement”), Lessee has purchased from the Authority, as of the Effective Date, the right to operate the Franchise, which Franchise is a member of the National Association of Professional Baseball Leagues, Inc., d/b/a Minor League Baseball (“MiLB” or “Minor League Baseball”) and serves as the Class AAA affiliate of the MLB team operated by New York Yankees Limited Partnership, an Ohio limited partnership (the “Yankees”), commonly known as the “New York Yankees;”

WHEREAS, as a condition to closing the transactions contemplated by the Asset Purchase Agreement, the Authority and Lessee have agreed to enter into this Agreement, pursuant to which Lessee will occupy and use the Stadium as of and following the Commencement Date for the playing of MiLB baseball games and to conduct multi-purpose events therein as provided in this Agreement;

WHEREAS, pursuant to the deed conveying the real property underlying the Stadium to the Authority, a copy of which is attached hereto as **Exhibit 2**, the Stadium must be multi-purpose in nature, such that a number of events will be routinely conducted at the Stadium in addition to MiLB baseball games;

WHEREAS, prior to the date hereof, the Authority determined, based upon the Ewing Cole Lackawanna County Stadium (PNC Field) Facility Assessment Report dated June 2009 (the "Report"), that the Stadium is in need of modifications and enhancements in order to return the Stadium to its status as a first class MiLB facility, and the Authority's and the County's existing financial commitments make it unlikely that they will have the ability to fund existing and future Stadium repairs;

WHEREAS, pursuant to a Contract between the Commonwealth of Pennsylvania (the "Commonwealth") and the Authority (Contract No. ME 300-1028, Funds Commitment #4100056585) last executed on June 3, 2011 (the "RACP Grant Agreement"), the Commonwealth has agreed to contribute up to Twenty Million Dollars (\$20,000,000) pursuant to the Commonwealth's Redevelopment Assistance Capital Program toward a modification of the Stadium, which contribution is conditioned upon, among other things, the Authority furnishing qualifying matching funds in an amount at least equivalent to the amounts funded by the Commonwealth under the RACP Grant Agreement and in light of the current economic environment and other financial commitments, the Authority would not be able to secure such matching funds without the sale of the Franchise to Lessee;

WHEREAS, pursuant to the Department of Community and Economic Development Main Street (Growing Greener II) Grant Contract, last executed July 14, 2011 (the "Growing Greener Grant Agreement"), by and between the Commonwealth and the Authority (Contract No. C000050983), the Commonwealth has agreed to contribute an additional One Million Dollars (\$1,000,000) in funds toward a modification of the Stadium, which contribution is conditioned upon, among other things, the use of the funds to replace and upgrade the heating and cooling system of the Stadium to Energy Star rated equipment;

WHEREAS, pursuant to the Department of Community and Economic Development Housing and Redevelopment Assistance Grant Contract, last executed August 11, 2011 (the "Redevelopment Grant Agreement"), by and between the Commonwealth and the Lackawanna County Commissioners (Contract No. C000051348), the Commonwealth has agreed to contribute an additional One Million Dollars (\$1,000,000) in funds toward a modification of the Stadium, which contribution is conditioned upon, among other things, the use of the funds for demolition costs associated with the project;

WHEREAS, the Authority intends to modify and enhance the Stadium utilizing the funds contributed by the Commonwealth as described above, existing Authority funds, new Authority financing and proceeds from the sale of the Franchise;

WHEREAS, the Authority intends to repay financing associated with this project from annual payments made to the Authority from Lessee; and

WHEREAS, the Yankees and Mandalay Baseball Properties, LLC, a Delaware limited liability company (“Mandalay”), each own, directly or indirectly, 50% of Lessee and will benefit from the rights and privileges provided to Lessee hereunder.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Authority and Lessee, each intending to be legally bound, do hereby mutually agree as follows:

ARTICLE 1

DEFINITIONS

For all purposes of this Agreement, the following capitalized terms shall have the following meanings:

(1) “**Act**” means the Pennsylvania Municipality Authorities Act, Act of June 19, 2001, P.L. 287, No. 22, as amended.

(2) “**ADA**” shall have the meaning associated with it in Section 10.03.

(3) “**Additional Lessee Project Costs**” shall have the meaning associated with it in Section 3.06.

(4) “**Additional Rent**” shall have the meaning associated with it in Section 5.02.

(5) “**Agreement**” shall have the meaning associated with it in the introductory paragraph of this Agreement.

(6) “**Allowance Amount**” shall have the meaning associated with it in Section 3.06.

(7) “**Applicable Laws**” means all laws, rules, regulations, ordinances, orders, decisions and guidance of any judicial, legislative, governmental, regulatory authority or organization of competent jurisdiction, including without limitation the United States, the Commonwealth of Pennsylvania, the County and the Borough.

(8) “**Appraisers**” shall have the meaning associated with it in Section 14.02.

(9) “**Approved Change Order**” shall have the meaning associated with it in Section 3.05(a).

(10) **“Approved Change Order Costs”** shall have the meaning associated with it in Section 3.05(d).

(11) **“Architect”** shall have the meaning associated with it in Section 3.02(a).

(12) **“Asset Purchase Agreement”** shall have the meaning associated with it in the preamble of this Agreement.

(13) **“Authority”** shall have the meaning associated with it in the introductory paragraph of this Agreement.

(14) **“Authority Contribution”** shall have the meaning associated with it in Section 3.03(b).

(15) **“Authority Event”** means any event in the Stadium not jointly sponsored by the Authority and Lessee, but primarily sponsored or promoted by or on behalf of the Authority, as owner of the Stadium, or the County or a third party designated by the Authority. Authority Events include In-Baseball Season Authority Events and Non-Baseball Season Authority Events.

(16) **“Authority Representative”** shall have the meaning associated with it in Section 3.02(c).

(17) **“Authorized Capital Improvement”** shall have the meaning associated with it in Section 8.02(c).

(18) **“Authorized Improvements Contract”** shall have the meaning associated with it in Section 8.02(c)(3).

(19) **“Baseball Season”** means, as to each calendar year of the Term, the regular annual period of play of Home Games and related activities by Lessee at the Stadium, from March 1st through the later of September 15th or the date one week after the date on which Lessee’s last Home Game is played during the applicable season.

(20) **“BOC”** shall have the meaning associated with it in Section 13.02(b).

(21) **“Borough”** means the Borough of Moosic, Pennsylvania.

(22) **“Capital Improvements”** shall have the meaning associated with it in Section 8.02.

(23) **“Capital Improvements Fund”** shall have the meaning associated with it in Section 8.02(a).

(24) **“Change Orders”** shall have the meaning associated with it in Section 3.05.

(25) **“Change Order Notice”** shall have the meaning associated with it in Section 3.05(a).

(26) “**Commencement Date**” means the later of [March 1], 2013 or the date on which the Stadium is available for Legal Occupancy.

(27) “**Commonwealth**” shall have the meaning associated with it in the preamble of this Agreement.

(28) “**Concert Rights**” shall have the meaning associated with it in Section 4.02(d).

(29) “**Concessions**” means Food Concessions and Merchandise (including, without limitation, all food and beverage catering services provided in Suites, gathering and picnic areas and all other group catering services).

(30) “**Construction Management Agreement**” shall have the meaning associated with it in Section 3.02(a).

(31) “**Construction Manager**” shall have the meaning associated with it in Section 3.02(a).

(32) “**Construction Manager Completion Bonus**” shall have the meaning associated with it in Section 3.10(b).

(33) “**Construction Manager Liquidated Damages**” shall have the meaning associated with it in Section 3.10(a).

(34) “**County**” means Lackawanna County, Pennsylvania, a county of the third class.

(35) “**County Board Members**” shall have the meaning associated with it in Section 8.02(c)(1).

(36) “**County Club Seats**” shall have the meaning associated with it in Section 6.03(a).

(37) “**County Suite**” shall have the meaning associated with it in Section 6.02(a).

(38) “**Cure Period**” shall have the meaning associated with it in Section 8.02(b).

(39) “**Defaulting Party**” shall have the meaning associated with it in Section 12.01.

(40) “**Designated Capital Improvements**” shall have the meaning associated with it in Section 8.02(c)(3).

(41) “**Destruction**” shall have the meaning associated with it in Section 8.03(a).

(42) “**Disaster Staging Use**” shall have the meaning associated with it in Section 4.04.

(43) “**Development Rights**” shall have the meaning associated with it in Section 4.13.

(44) “**Early Possession**” shall have the meaning associated with it in Section 3.09.

(45) “*Effective Date*” shall have the meaning associated with it in the introductory paragraph of this Agreement.

(46) “*Emergency Condition*” shall have the meaning associated with it in Section 8.02(c)(3).

(47) “*Encumbrance*” means any security interest, pledge, mortgage, lien (including, without limitation, environmental and tax liens), charge, encumbrance, adverse claim, preferential arrangement or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or another exercise of any attributes of ownership, whether voluntary or involuntary (including, without limitation, by operation of law).

(48) “*Environmental Law*” means all present and future federal, state and local laws, statutes, ordinances, regulations, codes, policies, rules, directives, orders, decrees, permits, licenses, approvals, authorizations, criteria, guidelines, covenants, deed restrictions, treaties, conventions, and rules of common law now or hereafter in effect, and in each case as amended, and any judicial or administrative judgment, opinion or interpretation thereof, relating to the regulation or protection of human health, safety, natural resources or the environment, including, without limitation, laws and regulations (and all other items recited above) relating to the use, treatment, storage, management, handling, manufacture, generation, processing, recycling, distribution, transport, release or threatened release of or exposure to any Hazardous Materials.

(49) “*Excess FF&E Expenditures*” shall have the meaning associated with it in Section 3.04(d).

(50) “*Existing Imposition*” shall have the meaning associated with it in Section 4.17.

(51) “*Fair Market Value*” means the value of the Franchise as of the date of the Triggering Event, taking into account all information deemed relevant to the value of the Franchise, including recent sales of other Class AAA franchises having comparable long-term lease arrangements within a reasonable time frame of such Triggering Event, and determined in accordance with the procedures set forth in Section 14.02.

(52) “*FF&E*” shall have the meaning associated with it in Section 3.04(a).

(53) “*FF&E Allowance*” shall have the meaning associated with it in Section 3.04(a).

(54) “*Final Exercise Notice*” shall have the meaning associated with it in Section 14.03.

(55) “*Financing Option*” shall have the meaning associated with it in Section 14.04.

(56) “*First Renewal Period*” shall have the meaning associated with it in Section 2.04(a).

(57) “*Food Concessions*” means beer, wine and wine coolers, alcoholic and non-alcoholic beverages, confections, peanuts, popcorn, ice cream, hot dogs, hamburgers, and all

other types of food and beverage items that Lessee determines to make available from time to time for sale at the Stadium.

(58) **“Force Majeure”** means any cause or event not within the reasonable control of the Authority or Lessee, including, without limitation, Acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; acts of terrorism; orders of restraint of any kind of the Government of the United States of America, the Commonwealth of Pennsylvania, the County, the Borough or any of their departments, agencies or officials, or any other governmental, civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; provided, however, that “Force Majeure” shall not include any cause or event due to the Authority’s or Lessee’s negligence or any cause or event directly caused by the Authority, the County, the Borough, Lessee, Mandalay or the Yankees.

(59) **“Franchise”** shall have the meaning associated with it in the preamble of this Agreement.

(60) **“GMP”** shall have the meaning associated with it in Section 3.02(a).

(61) **“GMP Amendment”** shall have the meaning associated with it in Section 3.02(a).

(62) **“Growing Greener Grant Agreement”** shall have the meaning associated with it in the preamble of this Agreement.

(63) **“Hard Construction Costs”** shall have the meaning associated with it in Section 3.04(a).

(64) **“Hazardous Materials”** means any substance, material, product, derivative, compound, mixture, mineral, chemical, waste, medical waste or gas, in each case whether naturally occurring, human-made or the by-product of any process, including, but not limited to, petroleum or petroleum products (i) that is now or hereafter becomes defined or included within the definition of a “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic chemical,” “toxic substance,” “hazardous chemical,” “extremely hazardous substance,” “pollutant,” “contaminant,” or any other words of similar meaning under any Environmental Law; (ii) exposure to which or the presence, use, generation, treatment, release, transport or storage of which is now or hereafter prohibited, limited, restricted or regulated under any Environmental Law or by any governmental or regulatory authority; or (iii) that could require investigation, response or remediation, or could support the assertion of any claim under any Environmental Law.

(65) **“Home Game”** means any baseball game played by the Franchise, including, without limitation, exhibition, pre-season, regular season, all-star, post-season and/or playoff and championship games in which the Franchise is a participant (whether designated as the home team, visiting team or the host team), and any other MiLB baseball games to be played at the Stadium.

(66) **“Imposition”** means all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes (including, without limitation, real estate and

personal property taxes), general and special, ordinary and extraordinary, exclusive and non-exclusive, of every kind and nature whatsoever which at any time may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become an Encumbrance on the Franchise and/or any aspect of the Lessee Events, other than such Impositions, if applicable, of the Commonwealth of Pennsylvania and federal government.

(67) **“Improvements Arbitrator”** shall have the meaning associated with it in Section 8.02(c)(4).

(68) **“Improvements Board”** shall have the meaning associated with it in Section 8.02(c)(1).

(69) **“In-Baseball Season Authority Event”** shall have the meaning associated with it in Section 4.02(b).

(70) **“Independent Appraiser”** shall have the meaning associated with it in Section 5.01(b)(2).

(71) **“Initial Budget Overage”** shall have the meaning associated with it in Section 3.04(b).

(72) **“Initial Stadium Standard”** means the state and condition of the Stadium on and as of the Commencement Date.

(73) **“Initial Term”** shall have the meaning associated with it in Section 2.03.

(74) **“Interested Party Appraisers”** shall have the meaning associated with it in Section 14.02.

(75) **“League”** shall have the meaning associated with it in the preamble of this Agreement.

(76) **“Legal Occupancy”** shall occur when temporary or final regulatory approvals (including federal, state, county and municipal approvals, as applicable) have been obtained for the Stadium, the Site and appurtenant improvements (including, without limitation, the seating areas, Concessions areas, playing field, Suites, press boxes, parking areas, drainage facilities, and other improvements agreed upon by the parties for proper operation and use of the Stadium, but excluding portions of the Stadium wherein the lack of regulatory approval permitting occupancy does not individually or in the aggregate impair the fan experience of the Lessee’s guests, invitees and the public, and evidence of such regulatory or other approvals (including, without limitation, a certification of substantial completion by the Architect) has been delivered to Lessee such that all parties agree that the Stadium, except as aforesaid, can be used for its intended purposes.

(77) **“Lessee”** shall have the meaning associated with it in the introductory paragraph of this Agreement.

(78) **“Lessee Board Members”** shall have the meaning associated with it in Section 8.02(c)(1).

(79) **“Lessee Event”** means Home Games and Lessee Other Events.

(80) **“Lessee Exclusive Areas”** means the home team locker room, batting cages and other training and exercise facilities, and the administrative offices used by Lessee personnel.

(81) **“Lessee Other Event”** means an authorized multi-purpose or other event sponsored, booked, or organized by Lessee, other than a Home Game.

(82) **“Maintenance Cure Period”** shall have the meaning associated with it in Section 8.02(g).

(83) **“Maintenance Default”** shall have the meaning associated with it in Section 8.02(g).

(84) **“Maintenance Default Notice”** shall have the meaning associated with it in Section 8.02(g).

(85) **“Major League Baseball”** or **“MLB”** means the unincorporated association that serves as the governing body of all affiliated professional baseball.

(86) **“Management Agreement”** shall have the meaning associated with it in the preamble of this Agreement.

(87) **“Mandalay”** shall have the meaning associated with it in the preamble of this Agreement.

(88) **“Marginal Project Financing”** shall have the meaning associated with it in Section 3.06.

(89) **“Marginal Project Financing Rent”** shall have the meaning associated with it in Section 3.06.

(90) **“Material Change Order”** shall have the meaning associated with it in Section 3.05(a).

(91) **“Merchandise”** means baseball souvenirs; novelties; scorecards; programs, yearbooks, and other publications; promotional materials; hats, jerseys, t-shirts, and other sports apparel and merchandise, including, but not limited to, items bearing Lessee’s insignia or the insignia of teams in Major League Baseball, the League, or any other professional baseball league or organization; and all other merchandise that Lessee determines to make available for sale from time to time at the Stadium.

(92) **“Minor League Baseball”** or **“MiLB”** shall have the meaning associated with it in the preamble of this Agreement.

(93) **“Modification”** shall have the meaning associated with it in Section 3.01.

(94) **“Naming Rights”** shall have the meaning associated with it in Section 6.06.

(95) **“Net Concessions Revenues”** means all revenue collected from the sale of Concessions minus “Actual Concessions Expenses.” The term “Actual Concessions Expenses” means the sum of (1) Lessee’s actual cost of Food Concessions and Merchandise, (2) Lessee’s actual labor expenses incurred as the direct result of the sale of such Concessions (including labor expenses for Concessions setup, operation and cleanup), (3) credit, debit, gift and other card transaction fees and charges actually paid by Lessee as a result of the sale of such Concessions, (4) sales, use and excise taxes actually paid by Lessee as the direct result of the sale of such Concessions, and (5) Concession service-related charges actually paid to third parties who are not controlled, directly or indirectly, by Lessee, Mandalay or the Yankees (it being expressly understood that Concession service-related charges actually paid to Legends Hospitality, LLC shall be included within Actual Concessions Expenses for so long as Legends Hospitality, LLC is not directly or indirectly controlled by Lessee, Mandalay or the Yankees); in each case without markup and without duplication for any expense that may be otherwise covered under Section 4.06.

(96) **“New Imposition”** shall have the meaning associated with it in Section 4.17.

(97) **“Non-Baseball Season”** means the period beginning on the day after the Baseball Season through the following February 28th (or February 29th in leap years) of each year.

(98) **“Non-Baseball Season Authority Event”** shall have the meaning associated with it in Section 4.03(b).

(99) **“Non-Defaulting Party”** shall have the meaning associated with it in Section 12.01.

(100) **“Notice Date”** shall have the meaning associated with it in Section 5.01(b).

(101) **“Notifying Party”** shall have the meaning associated with it in Section 8.02(c)(2).

(102) **“Option Agreement”** shall have the meaning associated with it in the preamble of this Agreement.

(103) **“Preliminary Exercise Notice”** shall have the meaning associated with it in Section 14.01.

(104) **“Preliminary Notice Date”** shall have the meaning associated with it in Section 14.02.

(105) **“Project Budget”** shall have the meaning associated with it in Section 3.04(a).

(106) **“Project Litigation”** shall have the meaning associated with it in Section 8.02(a)(2).

- (107) ***“Project Litigation Costs”*** shall have the meaning associated with it in Section 8.02(a)(2).
- (108) ***“Project Manager”*** shall have the meaning associated with it in Section 3.02(c).
- (109) ***“Project Scope”*** shall have the meaning associated with it in Section 3.02(a).
- (110) ***“Proposed Commencement Date”*** shall have the meaning associated with it in Section 3.10.
- (111) ***“Proposed Improvement”*** shall have the meaning associated with it in Section 8.02(c)(2).
- (112) ***“Proposed Improvements Contract”*** shall have the meaning associated with it in Section 8.02(c)(2).
- (113) ***“Public Modification Contribution”*** shall have the meaning associated with it in Section 3.03.
- (114) ***“RACP Grant Agreement”*** shall have the meaning associated with it in the preamble of this Agreement.
- (115) ***“Real Property”*** shall have the meaning associated with it in Section 4.13.
- (116) ***“Redevelopment Grant Agreement”*** shall have the meaning associated with it in the preamble of this Agreement.
- (117) ***“Renewal Period”*** means the First Renewal Period and the Second Renewal Period, individually or collectively.
- (118) ***“Rent”*** shall have the meaning associated with it in Section 5.01(a).
- (119) ***“Report”*** shall have the meaning associated with it in the preamble of this Agreement.
- (120) ***“Repurchase Option”*** shall have the meaning associated with it in Section 14.01.
- (121) ***“Review Period”*** shall have the meaning associated with it in Section 8.02(c)(3).
- (122) ***“Rule”*** shall have the meaning associated with it in Section 13.02(b).
- (123) ***“Second Renewal Period”*** shall have the meaning associated with it in Section 2.04(b).
- (124) ***“Site”*** shall have the meaning associated with it in the preamble of this Agreement.
- (125) ***“Soft Costs”*** shall have the meaning associated with it in Section 3.04(a).

(126) “*Soft Costs Estimate*” shall have the meaning associated with it in Section 3.04(a).

(127) “*Stadium*” shall have the meaning associated with it in the preamble of this Agreement.

(128) “*Suites*” means the suites to be located in the Stadium which shall be enclosed and air conditioned.

(129) “*Term*” shall have the meaning associated with it in Section 2.05.

(130) “*Third Party Appraiser*” shall have the meaning associated with it in Section 14.02.

(131) “*Triggering Event*” shall have the meaning associated with it in Section 14.01.

(132) “*Triggering Event Notice*” shall have the meaning associated with it in Section 14.01.

(133) “*Untenantable Period*” shall have the meaning associated with it in Section 8.04.

(134) “*Used Items*” shall have the meaning associated with it in Section 4.12.

(135) “*Utilities*” shall mean electric, telecommunications, wireless technology services, gas, sewage and water service utilized at the Stadium and in the Stadium area.

(136) “*Yankee Stadium Games*” shall have the meaning associated with it in Section 4.02(a).

(137) “*Yankees*” shall have the meaning associated with it in the preamble of this Agreement.

ARTICLE 2

TERM OF LEASE

2.01 Lease. Subject to the terms and conditions of this Agreement, the Authority, as landlord hereunder, hereby leases to Lessee, as tenant hereunder, and Lessee hereby leases from the Authority, throughout the Term (as the same may be extended pursuant to Section 2.04), the Stadium and all parking facilities located on the Site.

2.02 Rights to Ingress and Egress and Certain Common Areas. Lessee and Lessee’s employees, vendors, customers, licensees and other invitees shall have the nonexclusive rights to use and freely access, without additional charge (except as set forth herein) for the entire Term, all common areas of the Stadium and all areas of ingress to and egress from the Site.

2.03 Initial Term. This Agreement shall be effective as of the Effective Date. The “Initial Term” of the leasehold interest described in this Agreement shall commence upon the

Commencement Date and shall continue until the end of the thirtieth (30th) Baseball Season following the Commencement Date; provided, however, that (a) if the Commencement Date occurs during a Baseball Season, then such Baseball Season shall be considered the first Baseball Season of the Initial Term; (b) in no event shall the Initial Term extend beyond the date that is twenty-nine (29) years and three hundred sixty-four (364) days following the Commencement Date; and (c) this Agreement may be earlier terminated as provided herein or extended beyond the Initial Term pursuant to the terms of Section 2.04.

2.04 Renewal Periods.

(a) Provided Lessee is not in material default of any of Lessee's obligations under this Agreement, Lessee may extend the Term of this Agreement for an additional ten (10) Baseball Seasons following the Initial Term (the "First Renewal Period") by providing written notice to the Authority of Lessee's exercise of such option at least one (1) year prior to the end of the Initial Term. For purposes of this Section 2.04(a), the term "material default" shall include, without limitation, any delinquency in material payment obligations. Upon expiration of the First Renewal Period, this Agreement shall expire, unless earlier terminated as provided herein or unless extended pursuant to Section 2.04(b), on the last day of the fortieth (40th) Baseball Season covered by this Agreement. Notwithstanding the foregoing, the effectiveness of the First Renewal Period shall be subject to Lessee and the Authority having reached a mutual agreement regarding Rent for such period as provided in Section 5.01(b).

(b) In the event that Lessee exercises Lessee's option to extend the Term of this Agreement into the First Renewal Period, then, provided that Lessee is not in material default hereunder, Lessee shall have one (1) additional option to extend the Term of this Agreement for an additional ten (10) Baseball Seasons after the First Renewal Period (the "Second Renewal Period"), by providing written notice to the Authority of Lessee's exercise of such option at least one (1) year prior to the expiration of the First Renewal Period. For purposes of this Section 2.04(b), the term "material default" shall include, without limitation, any delinquency in material payment obligations. Upon expiration of the Second Renewal Period, this Agreement shall expire, unless earlier terminated as provided herein, on the last day of the fiftieth (50th) Baseball Season covered by this Agreement. Notwithstanding the foregoing, the effectiveness of the Second Renewal Period shall be subject to Lessee and the Authority having reached a mutual agreement regarding Rent for such period as provided in Section 5.01(b). There shall be no privilege to renew or extend the Term for any period of time beyond the expiration of the Second Renewal Period without a subsequent, mutually agreed upon amendment to this Agreement executed in compliance with Section 15.14.

2.05 Term. The Initial Term, together with any applicable Renewal Period, shall be known as, and considered to be part of, the "Term" for all intents and purposes hereunder.

2.06 Holding Over. In the event Lessee should remain in possession of the Stadium after expiration of this Agreement without the execution and effectiveness of an amendment to this Agreement or a new lease, Lessee will be deemed to be occupying the Stadium as a tenant from month to month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy, provided that the Rent and

Additional Rent payable under this Agreement will be 110% of that in effect on the date of expiration.

ARTICLE 3

MODIFICATION OF THE STADIUM; LEGAL OCCUPANCY

3.01 Agreement to Modify; Specifications. The Authority shall cause a modification and enhancement of the Stadium (the "Modification") consistent with the Project Scope (as further defined herein), as such may be modified pursuant to Section 3.05(d).

3.02 Construction Procedures.

(a) The parties acknowledge that: (i) the Authority has engaged EwingCole (the "Architect") to provide architectural and engineering services in connection with the Modification; (ii) the Authority has engaged Alvin H. Butz, Inc. (the "Construction Manager") to serve as construction manager for the Modification pursuant to the agreement attached hereto as **Exhibit 3**, as modified and amended by the GMP Amendment referred to and defined in item (iii) below (the "Construction Management Agreement"); (iii) the Authority and the Construction Manager have entered into a guaranteed maximum price amendment attached hereto as **Exhibit 4** (the "GMP Amendment") regarding the guaranteed maximum price and contract time for the Modification as described in and modifying the Construction Management Agreement; and (iv) Lessee and the Authority have approved the terms and conditions of the GMP Amendment, including the cost of work and other items described on Attachment A-1 through A-7 thereto, the alternates and allowances described on Attachment B-1 thereto, the drawings and specifications set forth on Attachment C-1 through C-3 thereto and the project schedule described on Attachment D thereto (collectively, the Construction Management Agreement, GMP Amendment and aforesaid attachments comprise the "Project Scope"), as well as the guaranteed maximum price of \$34,839,811 (the "GMP") as further described in the GMP Amendment.

(b) The Authority and Lessee shall cooperate in good faith and shall mutually agree on all material decisions relating to the construction process. The Authority and Lessee shall work together in good faith to identify cost savings opportunities in connection with the Modification. The Authority and Lessee shall work together to ensure that the Modification is undertaken such that, upon completion, the Stadium will be consistent with the Project Scope, within the Project Budget and constitute a modern first-class MiLB stadium for the playing of AAA games consistent with industry standards for first-class MiLB stadia as of the time of such completion. The Stadium shall be designed and constructed in accordance with all Applicable Laws.

(c) The County shall appoint a clerk of works or other representative to oversee the Modification and to make decisions with regard to the Modification on behalf of the Authority (the "Authority Representative"). Lessee shall have the option, but not the obligation, to engage, at Lessee's expense, a project manager to oversee the Modification on behalf of Lessee (the "Project Manager"). The Project Manager, if any, shall work in conjunction with the

Authority Representative to inspect the quality of the Modifications and to approve payments made with respect to the Modification.

3.03 Public Financing of Modification. The Commonwealth, the County and the Authority have agreed to contribute, directly or indirectly, a total of Forty-Two Million Dollars (\$42,000,000) toward the costs of all elements of the Modification, including but not limited to design, demolition and construction and related costs and expenses of the Modification (the “Public Modification Contribution”), as follows:

(a) The Commonwealth has agreed to contribute a total of Twenty-Two Million Dollars (\$22,000,000), as follows:

- (1) Twenty Million Dollars (\$20,000,000) pursuant to and in accordance with the terms of the RACP Grant Agreement;
- (2) One Million Dollars (\$1,000,000) pursuant to and in accordance with the terms of the Growing Greener Grant Agreement; and
- (3) One Million Dollars (\$1,000,000) pursuant to and in accordance with the terms of the Redevelopment Grant Agreement.

(b) The Authority shall contribute an additional Twenty Million Dollars (\$20,000,000) (the “Authority Contribution”), which amount will be provided from a combination of (i) funds on hand, (ii) proceeds of one or more financings, and (iii) proceeds from the sale of the Franchise pursuant to the Asset Purchase Agreement.

3.04 Project Budget; Additional Modification Costs.

(a) The parties acknowledge and agree that the total cost of the Modification is projected as of the Effective Date to be \$43,262,891 (the “Project Budget”), which is comprised of (i) \$34,839,811 in construction costs described in and covered under the GMP Amendment (the “Hard Construction Costs”), plus (ii) the cost of furniture, fixtures and equipment as detailed on Attachment A-5 of the GMP Amendment (the “FF&E”) of \$3,500,000 (the “FF&E Allowance”), plus (iii) “soft costs” of the Authority arising from the items set forth on Schedule A attached hereto (the “Soft Costs”) in the amount of \$4,923,080 (the “Soft Costs Estimate”).

(b) The parties acknowledge that as of the Effective Date, the Project Budget exceeds the Public Modification Contribution by the sum of \$1,262,891 (the “Initial Budget Overage”), which will be funded as described in Section 3.06.

(c) Hard Construction Costs will be managed and disbursed by the Authority under the Construction Management Agreement and GMP Amendment. Change Orders to the Construction Management Agreement and the GMP Amendment and the bearing of the costs thereof shall be as set forth in Section 3.05.

(d) The design, selection and installation of the FF&E shall be the responsibility of Lessee, and the Authority shall cause the Construction Manager, to the extent

commercially reasonable, to make portions of the Stadium available to Lessee in advance of substantial completion for installation of the FF&E. The Authority shall have no responsibility for any aspect of the FF&E other than providing funding of the FF&E Allowance. The Authority has provided no assurances that the FF&E can be installed for the FF&E Allowance. The FF&E Allowance shall be disbursed by the Authority to Lessee (not more frequently than monthly) upon draws presented by the Lessee to the Authority containing such documentation and detail as the Authority shall reasonably require. Subject to Section 3.06, Lessee shall be responsible for the cost of all FF&E in excess of the FF&E Allowance (the "Excess FF&E Expenditures").

(e) Soft Costs of the Authority shall be managed and disbursed by the Authority. The Authority shall be responsible for all Soft Costs in excess of the Soft Costs Estimate (other than Soft Costs included in Approved Change Order Costs as further described in Section 3.05(d)).

3.05 Change Orders. During the construction process, Lessee shall have the right to seek modified, upgraded or additional features that are reasonably considered to be beyond the build-out as set forth in the Project Scope (including, without limitation, upgrades or additions to the scoreboard, Stadium signage or the administrative offices beyond the build-out as set forth in the Project Scope or at a cost beyond the Project Budget) ("Change Orders"), subject to the following terms and conditions:

(a) Lessee shall provide written notice to the Authority, the Construction Manager and the Architect (a "Change Order Notice") of any proposed Change Order or series of related Change Orders that could reasonably be expected to result in an adjustment to the cost of the Modification (whether an increase or a decrease) of \$100,000 or more (each, a "Material Change Order"). If the Authority determines in good faith that a Material Change Order is frivolous and does not (i) enhance the baseball experience at the Stadium, (ii) improve the functionality and operation of the Stadium, (iii) reduce future costs or maintenance obligations or (iv) otherwise improve the Stadium, then the Authority shall provide written notice of such determination to Lessee within five (5) business days following the Authority's receipt of the Change Order Notice. If the Authority fails to provide such written notice within such five (5) business day period, the proposed Material Change Order shall be deemed accepted and shall constitute an "Approved Change Order." If Lessee desires to dispute the Authority's determination, Lessee may submit the dispute to an Improvements Arbitrator (as defined in Section 8.02(c)), in which case the Authority and Lessee shall direct the Improvements Arbitrator to resolve the dispute within seven (7) days from the date the dispute is submitted to arbitration. The determination of the Improvements Arbitrator shall be final and binding on the parties.

(b) Subject to Section 3.05(c), any Change Order or series of related Change Orders that do not constitute a Material Change Order shall be deemed to be an Approved Change Order and shall not be subject to the dispute process described in Section 3.05(a).

(c) Notwithstanding anything to the contrary in this Section 3.05, if the Architect or the Construction Manager notify the parties that any such Change Order is expected to extend the construction timeline beyond the Proposed Commencement Date, then the Authority shall have the right to veto such Change Order (whether or not such Change Order

would otherwise constitute an Approved Change Order) upon written notice to Lessee, and Lessee shall have no further right to dispute such decision.

(d) The Authority Representative will cooperate with Lessee to pursue Approved Change Orders with the Construction Manager; provided, however, that any and all costs resulting from Approved Change Orders (including, without limitation, additional construction costs, additional design and/or engineering costs and other Soft Costs directly attributable to such Approved Change Orders) (the “Approved Change Order Costs”) shall be funded in accordance with Section 3.06 below. Approved Change Orders shall be deemed to be incorporated into the Project Scope.

(e) For clarity, the provisions of Section 3.05(a) through Section 3.05(d) apply to changes in the work requested by Lessee. Other changes in the work may arise during the course of construction. The Authority will provide the Lessee with a copy of all requests for change orders that it proposes or receives under the Construction Management Agreement and the GMP Amendment. The Authority and the Lessee shall cooperate with one another in seeking to resolve any issues that may arise in connection therewith, including necessary changes in the GMP or the contract time. The Authority agrees that it will not sign any change orders arising under the Construction Management Agreement and the GMP Amendment that increase the GMP Amount or increase the contract time without the approval of Lessee, which approval will not be unreasonably withheld. Lessee agrees that it will participate with the Authority in any mediation that may arise under the Construction Management Agreement and the GMP Amendment with respect to any change order.

3.06 Funding of Initial Budget Overage, Excess FF&E Expenditures and Approved Change Order Costs. In addition to any debt financing undertaken by the Authority to fund the Authority Contribution, the Authority shall borrow an additional Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Allowance Amount”), which amount will be available to initially fund the Initial Budget Overage, any potential Excess FF&E Expenditures, Approved Change Order Costs and any additional change order costs arising under Section 3.05(e) (collectively, “Additional Lessee Project Costs”). Any portion of the Allowance Amount actually utilized to initially fund Additional Lessee Project Costs (the “Marginal Project Financing”) shall be recovered by the Authority from Lessee by way of additional Rent payments described in Article 5 below in amount equal to the debt service (principal and interest) payable by the Authority in respect of the Marginal Project Financing until such time as the Marginal Project Financing is repaid in full. The Authority shall notify Lessee of the amount of debt service payable by the Authority in respect of the Marginal Project Financing (such amount, the “Marginal Project Financing Rent”), the maturity date and the repayment schedule for such amount, and Lessee shall continue to pay the Marginal Project Financing Rent on a schedule consistent with the Authority’s payment schedule for such Marginal Project Financing (currently anticipated to be semi-annually), until such time as the Authority has repaid all principal and interest associated with the Marginal Project Financing. The parties acknowledge that the primary repayment source for the Marginal Project Financing is the Marginal Project Financing Rent payable by Lessee pursuant to this Section 3.06. Within thirty (30) days following the Commencement Date, the Authority shall repay any portion of the Allowance Amount that was not used to fund Additional Lessee Project Costs, and such repaid portion shall not constitute Marginal Project Financing. In the event Additional Lessee Project Costs exceed

the Allowance Amount, the entire Allowance Amount shall be deemed Marginal Project Financing, and any such excess above the Allowance Amount shall be payable directly by Lessee promptly as and when such amounts are due to the Construction Manager or to any other contractor or subcontractor performing the applicable work.

3.07 Relocation During Modification. Lessee shall cause the Franchise to play Home Games at one or more location(s) away from the Stadium during the 2012 Baseball Season, as may be approved by MiLB and the International League. Lessee shall be solely responsible for all costs and expenses arising in conjunction with any such relocation and/or the playing of Home Games at such other locations during the 2012 Baseball Season.

3.08 State Funding Conditions. Lessee and the Authority hereby acknowledge that funding provided under the RACP Grant Agreement is subject to satisfaction of certain conditions and obligations of the Authority and Lessee, including, without limitation, the Special Conditions described in Section C of Appendix B of the RACP Grant Agreement (including Section 21 of such Special Conditions, which provides that Lessee and the Authority shall enter into a Restrictive Covenant Agreement with the Commonwealth running with and binding the land for a period of thirty (30) years as further described therein), which Special Conditions are attached hereto as **Exhibit 5**. Lessee and the Authority shall work together in good faith and shall take all actions as may be commercially reasonable to carry out the obligations and satisfy the conditions as set forth in the RACP Grant Agreement, the Growing Greener Grant Agreement and the Redevelopment Grant Agreement.

3.09 Early Possession. As provided in Section 3.04(d), the Lessee may be permitted early entry into portions of the Stadium for installation of FF&E before Legal Occupancy exists as to such portions. Lessee may enter such portions if acceptable to the Authority in its sole and absolute discretion ("Early Possession") for the purpose of preparing such areas for full occupation upon Legal Occupancy, provided that (i) Lessee has procured and obtained the minimum insurance as set forth in Article 9, (ii) Lessee shall be responsible for the payment of all Utilities charges attributable to Lessee's use of the Stadium during the Early Possession period and (iii) the Early Possession of a portion of the Stadium by Lessee is not reasonably expected to delay the Legal Occupancy of such portion of the Stadium.

3.10 Timing of Commencement Date; Liquidated Damages. The parties intend for the Stadium to be available for Legal Occupancy on or before March 24, 2013 (the "Proposed Commencement Date"), such that the Stadium would be available to Lessee for staging and game preparations prior to the date of the First Home Game of the 2013 Baseball Season, which is currently scheduled to be played on April 4, 2013. Accordingly, the parties have agreed to the following terms regarding the timing of the Commencement Date and the availability of the Stadium.

(a) The parties acknowledge that Section A.2.2.10 of the GMP Amendment provides for the payment by the Construction Manager (or withholding by the Authority) of certain amounts as liquidated damages if the Construction Manager does not achieve "Substantial Completion" (as defined in the GMP Amendment) of the Stadium on or before the Proposed Commencement Date (the "Construction Manager Liquidated Damages").

(b) The parties further acknowledge that Section A.1.1.2 of the GMP Amendment provides that if the Construction Manager achieves “Substantial Completion” of the Stadium on or before the Proposed Commencement Date, the Authority shall pay the Construction Manager a completion bonus in the amount of One Hundred Thousand Dollars (\$100,000) at the time of final payment (the “Construction Manager Completion Bonus”).

(c) The parties acknowledge and agree that if Substantial Completion (as defined in the Construction Management Agreement and GMP Amendment) does not occur on or before the Proposed Commencement Date, Lessee will incur damages, including, without limitation, additional costs to prepare the Stadium for the playing of Home Games, additional costs to play baseball games in other venues, and lost profits and reputational harm; the full amount of which would be difficult or impossible to accurately determine. Therefore, if Substantial Completion does not occur on or before the Proposed Commencement Date, but Lessee is able to play the first Home Game of the 2013 Baseball Season as scheduled, then (i) the Authority shall pay to Lessee any Construction Manager Liquidated Damages that the Authority actually receives from or offsets against the Construction Manager in accordance with Section A.2.2.10 of the GMP Amendment, and (ii) the Authority shall pay into the Capital Improvements Fund any portion of the Construction Manager Completion Bonus not actually required to be paid to the Construction Manager in accordance with Section A.1.1.2 of the GMP Amendment. If Substantial Completion does not occur on or before the Proposed Commencement Date, and Lessee is required to relocate the first Home Game of the 2013 Baseball Season to an alternate venue, then (i) the Authority shall pay to Lessee any Construction Manager Liquidated Damages that the Authority actually receives from or offsets against the Construction Manager in accordance with Section A.2.2.10 of the GMP Amendment, and (ii) the Authority shall pay to Lessee any portion of the Construction Manager Completion Bonus not actually required to be paid to the Construction Manager in accordance with Section A.1.1.2 of the GMP Amendment.

(d) Notwithstanding Section 3.10(a), Section 3.10(b) and Section 3.10(c), if any Change Order (or Change Orders), including those change orders that may arise under Section 3.05(e), extend the contract time under the Construction Management Agreement and the GMP Amendment, then the Proposed Commencement Date shall be extended on a day for day basis. The parties acknowledge that the GMP Amendment provides that Substantial Completion may occur (and therefore liquidated damages will not be applicable) even if certain non-revenue producing and/or “back of the house” features of the Stadium such as administrative offices, maintenance areas and visitor clubhouse are not complete.

(e) The parties intend for the payment of the liquidated damages pursuant to this Section 3.10 on the terms and conditions set forth herein to be just and adequate compensation to Lessee for the monetary damages which it will suffer by reason of the Proposed Commencement Date not having been achieved; and they further stipulate and agree that the duty and obligation on the part of the Authority to pay such liquidated damages is not intended to be, and is not, a penalty. The parties further stipulate and agree that the liquidated damages to be paid to Lessee pursuant to this Section 3.10 is a reasonable pre-estimate of the probable monetary loss which will be suffered by Lessee in the event of such a breach. Further, the parties acknowledge and agree that the payment by the Authority of the liquidated damages described in this Section 3.10 shall be Lessee’s sole and exclusive remedy relating to the timing

of the Commencement Date and the failure of the Stadium to be available for the playing of Home Games during the 2013 Baseball Season.

3.11 Cooperation with Authority Financing. Lessee acknowledges that the Authority intends to enter into financing transactions in connection with the financing of the Modification and the Capital Improvements Fund. Lessee shall cooperate with the Authority in connection with such financing transactions, including by executing and delivering to the Authority and/or any party holding a mortgage, deed of trust, hypothecation or other security interest in the Stadium, any and all mutually acceptable acknowledgements or other documents reasonably requested by the Authority or such lender, including, but not limited to any documents which may be reasonably required to evidence the subordination of this Agreement to any such mortgage, deed of trust, hypothecation or other security interest in the Stadium, provided such instrument contains usual and customary non-disturbance covenants in favor of Lessee; provided, however, that Lessee shall not be required to enter into any such document that would impair, interfere with, frustrate or otherwise deprive Lessee of the benefit of the rights and other entitlements bargained for by Lessee and evidenced by this Agreement or that would make any such lender a third party beneficiary of this Agreement.

3.12 Term of Existence of the Authority. The parties acknowledge that the Authority's term of existence as currently set forth in its Certificate of Incorporation is scheduled to expire as of April 25, 2035. On or before the end of the first Baseball Season of the Term, the members of the board of the Authority shall, in accordance with Section 5605 of the Act, adopt a resolution authorizing articles of amendment for the purpose of increasing the Authority's term of existence to be fifty (50) years from the date of approval of the articles of amendment, and submit such articles of amendment to the County for adoption. If the Authority's term of existence expires during the Term, and if such expiration materially impairs, interferes with, frustrates or otherwise deprives Lessee of the benefit of the rights and other entitlements bargained for by Lessee and evidenced by this Agreement, then Lessee may provide written notice to the County of such fact, and provided that such expiration has not been cured within thirty (30) days thereafter, Lessee may terminate this Agreement and relocate the Franchise outside of the County, and such termination and relocation shall not be a Triggering Event for purposes of Article 14 hereunder. For purposes of clarity, if this Agreement and the Stadium are assigned or transferred to a permitted assignee of the Authority as specified in Section 13.01 (including the County) upon the expiration of the Authority's term of existence, and if such assignee is able to perform the obligations of the Authority set forth in this Agreement, then Lessee shall not have the right to terminate this Agreement pursuant to this Section 3.12.

ARTICLE 4

USE OF THE STADIUM

4.01 Management of the Stadium; Multi-Purpose Use. Lessee shall continually manage and operate the Stadium throughout the Term, both during the Baseball Season and the Non-Baseball Season, subject to the provisions of this Article 4. Lessee acknowledges and agrees that use of the Stadium must be multi-purpose in nature pursuant to the deed for the real property, a copy of which is attached hereto as Exhibit 2 and incorporated herein by this reference, such that a number of events will be routinely conducted at the Stadium in addition to

Home Games. Accordingly, in addition to the Authority's right to schedule Authority Events as provided in this Article 4, Lessee and Authority shall work together to identify additional opportunities to use the Stadium for events other than Home Games.

4.02 The Baseball Season.

(a) During the Baseball Season, Lessee shall use the Stadium for (i) the exhibition, promotion, scheduling and playing of all Home Games (including other MiLB games required to be played at the Stadium by the League or MiLB), (ii) Lessee Other Events and (iii) other activities incidental to Home Games, other MiLB baseball games required to be played at the Stadium by the League or MiLB and Lessee Other Events (including, but not limited to, batting and fielding practices and load-in, staging and load-out for Lessee Other Events). Subject to Section 8.04, Lessee shall play all of its regular season Home Games and its post-season Home Games in the Stadium, provided, however, that Lessee may cause up to two (2) Home Games of its choosing to be played at Yankee Stadium during each Baseball Season (the "Yankee Stadium Games"). Home Games shall have scheduling priority over all Authority Events. Lessee may change any of the scheduled dates and times for Home Games to any other dates and times or add additional Home Games during the Baseball Season. Lessee shall promptly notify the Authority of any such changes or additions, but in any event within three (3) business days following the date Lessee becomes aware of such change or addition.

(b) Subject to Section 4.02(a) and Section 4.02(c), the Authority shall have the right to use the Stadium for Authority Events, and for other activities incidental to such Authority Events (including, but not limited to, load-in, staging and load-out for Authority Events) ("In-Baseball Season Authority Events"). Use of the Lessee Exclusive Areas in connection with an In-Baseball Season Authority Event shall be subject to MLB, MiLB and League rules, regulations and directives, and the prior consent of Lessee, which in the case of the administrative offices may be withheld in Lessee's sole and absolute discretion, and in the case of the remaining portion of the Lessee Exclusive Areas shall not be unreasonably withheld, delayed or conditioned. Lessee shall promptly provide the Home Game schedule to the Authority as soon as published by the League or MiLB and will cooperate in good faith with the Authority regarding the scheduling of any In-Baseball Season Authority Events. Lessee will communicate with the Authority in good faith and as early as reasonably possible during each Baseball Season regarding proposed League post-season scheduling scenarios involving the Franchise in that Baseball Season, such that the Authority may be able to schedule additional Authority Events in September.

(c) The right of the Authority to use the Stadium for In-Baseball Season Authority Events is further subject to the following conditions:

(1) The Authority shall notify Lessee as to the dates and times of proposed In-Baseball Season Authority Events at least thirty (30) days prior to such event and the Authority will provide as much notice as soon as possible so as to minimize logistical issues. Lessee acknowledges that, on occasion, an opportunity may arise for the Authority to seek to schedule In-Baseball Season Authority Events on less than thirty (30) days notice. Such notice shall be accompanied by a reasonably detailed (i) description of the proposed use, (ii) operational plan, (iii) the estimated attendance, and a description of any security, traffic, operational or

maintenance impacts on the Stadium, (iv) plan to maintain or restore, at the Authority's sole cost and expense, the Stadium playing field at or to its condition immediately prior to the load-in for the proposed In-Baseball Season Authority Event and (v) proposal for payment or reimbursement to Lessee for any costs and expenses incurred by Lessee in connection with therewith.

(2) The scheduling of each In-Baseball Season Authority Event shall be subject to the prior approval of Lessee which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee shall have the right to withhold its approval of any proposed In-Baseball Season Authority Event scheduled to be held on (i) an "off day" (i.e., a day on which the Franchise is not scheduled to play either an away game at another venue or a Home Game) or (ii) date that Lessee reasonably determines will not afford sufficient time for the load-in, staging, load-out and restoration of the Stadium playing field to a condition suitable for the playing of MiLB baseball games without interruption of the operations of the Franchise. Each In-Baseball Season Authority Event approved by Lessee shall be subject to preemption to the extent required by MLB, MiLB or the League.

(3) The right of the Authority to hold In-Baseball Season Authority Events shall be subject to the Authority (i) observing and honoring all product and service exclusivity and other sponsorship or naming rights arrangements entered into by Lessee or its affiliates in respect of the Stadium or the Franchise and (ii) taking reasonable measures to prevent "ambush marketing" or "guerilla marketing" targeted at any such arrangement. The Authority hereby acknowledges and confirms that the product and service exclusivity and other sponsorship or naming rights arrangements entered into by Lessee or its affiliates in respect of the Stadium or the Franchise may preclude the Authority from accepting certain advertising or sponsorship arrangements in connection with In-Baseball Season Authority Events at the Stadium.

(d) Lessee shall have the right to schedule, play, stage or hold any Lessee Other Event at the Stadium during the Baseball Season if such Lessee Other Event does not conflict with an In-Baseball Season Authority Event that was previously scheduled in accordance with the procedures outlined herein; provided, however, that in connection with each Lessee Other Event, Lessee, at its sole cost and expense, shall restore the Stadium playing field to its condition immediately prior to the load-in for such Lessee Other Event and provided, further, that Lessee shall not hold any music concert or similar music event at the Stadium, whether during the Baseball Season or the Non-Baseball Season, without the consent of the Authority, which may be withheld in the Authority's sole discretion, it being understood that, among other things, the County has granted rights (the "Concert Rights") to a third party promoter to stage music events in the County, which rights may limit the ability to stage music events at the Stadium. Notwithstanding the foregoing, upon expiration of the Concert Rights, Lessee shall have the right to stage up to two (2) music concerts or similar music events per calendar year for the remainder of the Term, which two (2) music concerts or similar music events would not be subject to the consent of the Authority; provided, however, if the County is not a party to any agreement granting Concert Rights to a third party, there shall be no restriction on the number of music concerts or similar music events per calendar year that Lessee will be entitled to stage subject to the general restrictions on Lessee Other Events set forth in this Section 4.03(d).

4.03 The Non-Baseball Season.

(a) During the Non-Baseball Season, Lessee shall be permitted to use the Stadium for Lessee Other Events and for other activities incidental to such Lessee Other Events (including, but not limited to, the load-in, staging and load-out of Lessee Other Events), provided that (i) Lessee provides notice to the Authority at least thirty (30) days prior to such Lessee Other Event, which notice shall include the date(s) and time(s) of the Lessee Other Event, a description of the proposed use, the estimated attendance, and a description of any security, traffic, operational or maintenance impacts on the Stadium and (ii) such Lessee Other Event does not conflict with a previously scheduled Non-Baseball Season Authority Event. The Authority acknowledges that, on occasion, an opportunity may arise for Lessee to seek to schedule Lessee Other Events during the Non-Baseball Season on less than thirty (30) days notice. Lessee may change any of the scheduled dates and times for Lessee Other Events to any other dates and times during the Non-Baseball Season, provided that any such rescheduled Lessee Other Event(s) shall not conflict with a previously scheduled Non-Baseball Season Authority Event. Lessee shall promptly notify the Authority of any such changes or additions. In connection with any Lessee Other Event held during the Non-Baseball Season, Lessee, at its sole cost and expense, shall restore the Stadium playing field to its condition immediately prior to the load-in for such Lessee Other Event.

(b) During the Non-Baseball Season, the Authority shall have the right to use the Stadium for Authority Events (“Non-Baseball Season Authority Events”) and for other activities incidental to such Non-Baseball Authority Events (including, but not limited to, the load-in, staging and load-out of Non-Baseball Season Authority Events), provided that (i) the Authority provides notice at least thirty (30) days prior to such event, which notice shall include the date(s) and time(s) of such Non-Baseball Season Authority Event, a description of the proposed use, the estimated attendance, and a description of any security, traffic, operational or maintenance impacts on the Stadium and (ii) such Non-Baseball Season Authority Event does not conflict with a previously scheduled Lessee Other Event. Lessee acknowledges that, on occasion, an opportunity may arise for the Authority to schedule Non-Baseball Season Authority Events on less than thirty (30) days notice. The Authority may change any of the scheduled dates and times for Non-Baseball Season Authority Events to any other dates and times during the Non-Baseball Season, provided that any such rescheduled Non-Baseball Season Authority Event(s) shall not conflict with a previously scheduled Lessee Other Event. The Authority shall promptly notify Lessee of any such changes or additions. In connection with any Non-Baseball Season Authority, the Authority, at its sole cost and expense, shall restore the Stadium playing field to its condition immediately prior to the load-in for such Non-Baseball Season Authority Event. Use of the Lessee Exclusive Areas in connection with a Non-Baseball Season Authority Event shall be subject to MLB, MiLB and League rules, regulations and directives, and the prior consent of Lessee, which in the case of the administrative offices may be withheld in Lessee’s sole and absolute discretion, and in the case of the remaining portion of the Lessee Exclusive Areas shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the right of the Authority to hold Non-Baseball Season Authority Events shall be subject to the Authority (i) observing and honoring all product and service exclusivity and other sponsorship or naming rights arrangements entered into by Lessee or its affiliates in respect of the Stadium or the Franchise and (ii) taking reasonable measures to prevent “ambush marketing” or “guerilla marketing” targeted at any such arrangement. The Authority hereby acknowledges

and confirms that the product and service exclusivity and other sponsorship or naming rights arrangements entered into by Lessee or its affiliates in respect of the Stadium or the Franchise may preclude the Authority from accepting certain advertising or sponsorship arrangements in connection with Non-Baseball Season Authority Events at the Stadium.

(c) For avoidance of doubt, Lessee shall manage and operate the Stadium at all times including during the Non-Baseball Season, notwithstanding the rights of the Authority to schedule Authority Events during the Non-Baseball Season.

4.04 Disaster Staging. In the event of an actual or imminently threatened event of Force Majeure, the County or Authority may use, or allow any federal, state or local governmental authority to use, the Stadium and/or the Stadium parking lots as a staging area for disaster preparations, response or other related uses (each such use being a “Disaster Staging Use”), provided that the County or Authority will immediately restore, at no cost or expense to Lessee, any resulting damage to the Stadium playing field or any other element of the Stadium caused as a result of the Disaster Staging Use. In the event the Disaster Staging Use of the Stadium, Lessee shall have the rights set forth in Section 8.04, provided that, as set forth in Section 15.02, the Authority’s responsibility to Lessee with respect to any loss shall be limited solely to the loss arising from the Disaster Staging Use itself, and the Authority shall not be responsible to Lessee for any loss arising from the underlying event of Force Majeure.

4.05 Ticketing.

(a) Lessee shall be responsible for the printing, sale and collection of all tickets for admission to Home Games. Lessee shall have the exclusive right to set Lessee’s ticket prices for admission to Lessee Events, including, without limitation, Home Games. Tickets to Home Games shall be sold or distributed via an automated ticket system sufficient to verify ticket sales for Home Games and the number of paid fans entering the Stadium or Yankee Stadium. Lessee will not sell, distribute or permit to be sold or distributed tickets or passes in excess of the existing seating and standing capacity of the Stadium.

(b) The Authority shall be responsible for the printing, sale and collection of all tickets for admission to Authority Events, unless otherwise mutually agreed upon by the Authority and Lessee. If at the time of an Authority Event, Lessee has engaged a third party ticketing company to exclusively manage ticketing for the Stadium, then the Authority shall cooperate to the extent necessary with such ticketing company and Lessee in connection with printing, sale and collection of tickets for an Authority Event. The Authority may request to use the Stadium ticketing booths for Authority Events, provided that the Authority shall engage Lessee (and compensate Lessee at its then applicable rates) to provide employees of Lessee for purposes of staffing the ticketing booths and operating any equipment therein in connection with such Authority Events, and, unless expressly agreed otherwise by Lessee, the Authority shall pay Lessee the actual incremental cost incurred by Lessee for such employees with no markup; it being understood that any overtime and benefits payable to eligible employees shall not constitute “markup.” To the extent Lessee expressly waives the foregoing requirement, the Authority agrees to indemnify and reimburse Lessee for any and all reasonable claims, damages, liabilities, losses and expenses related to use by the Authority or its designees of the ticketing booths and the equipment in the ticketing booths.

4.06 Costs for Authority Events. Lessee shall have no responsibility for any costs and expenses associated with the promotion, load-in, staging or load-out of Authority Events. To the extent that Lessee incurs any costs or expenses related to any Authority Events, the Authority shall reimburse Lessee for 100% of its reasonable actual costs and expenses with no markup (it being understood that any overtime and benefits payable to eligible employees of Lessee shall not constitute “markup”), including, without limitation, costs and expenses of clean-up of the Stadium to Lessee’s satisfaction and costs and expenses of event operations (e.g., security, fire and medical personnel, ticket selling, ticket taking, ushers, but not Concessions, the treatment of which is covered by Section 6.05). Actual costs and expenses shall be limited to actual marginal wages (including standard time, straight-time and overtime) and benefits of Lessee personnel who provide services directly related to such Authority Event, it being understood that wages and benefits of Lessee personnel who do not receive marginal payments or benefits directly related to such Authority Event shall not be included. In addition to the foregoing, the Authority shall be liable for any reasonable extraordinary costs and expenses such as damage to the Stadium playing field, damages to other areas of the Stadium and restoration of the Stadium (including, without limitation, the Stadium playing field) to the condition that existed immediately prior to the Authority Event.

4.07 Costs for Lessee Other Events. The Authority shall have no responsibility for any costs and expenses associated with staging or promotion of Lessee Other Events. To the extent that the Authority incurs any costs or expenses related to any Lessee Other Events, Lessee shall reimburse the Authority for 100% of such actual costs with no markup (it being understood that any overtime and benefits payable to eligible employees of the Authority shall not constitute “markup”), including, without limitation, costs and expenses of clean-up and costs and expenses of event operations, if any (e.g., security, fire and medical personnel, ticket selling, ticket taking, ushers, but not Concessions, the treatment of which is covered by Section 6.05). In addition to the foregoing, Lessee shall be liable for any reasonable extraordinary costs and expenses such as damage to the Stadium playing field, damages to the Stadium and restoration of the Stadium (including, without limitation, the Stadium playing field) to the condition that existed immediately prior to the Lessee Other Event.

4.08 Right of the County or Authority to Inspect Leased Premises. Notwithstanding any other provision of this Agreement, and without limiting the Authority’s rights to use the Stadium pursuant to this Article 4, the County and Authority and their respective agents and representatives shall, upon reasonable prior notice to Lessee, have the right to enter into and upon any and all parts of the Stadium for the purpose of examining the same for any legitimate reason related to the obligations under, or performance of, this Agreement; provided, however, that the rights set forth in this Section 4.08 may be exercised no more than one (1) time per month during the term, subject to any requirements under Applicable Laws. Notwithstanding the foregoing, the County and the Authority and their respective agents and representatives shall be entitled to enter into and upon any and all parts of the Stadium as often as necessary and at such times as are necessary, in the sole discretion of the Authority and the County, for purposes related to the health, safety and welfare of attendees of events at the Stadium. No prior notice to Lessee shall be required in the event of emergencies threatening the public health, safety or welfare.

4.09 No Unlawful Purpose. Lessee shall not use the Stadium for any unlawful purpose or any purpose contrary to Applicable Laws. In using the Stadium, Lessee shall comply with all Applicable Laws.

4.10 Non-Discrimination. Lessee shall operate the Stadium, and Lessee Events at the Stadium shall be conducted, so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, citizenship status, veteran status or disability, including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including, without limitation, apprenticeship. If Lessee breaches the obligations stated in the immediately preceding sentence, Lessee shall notify the Authority of such breach, which notification shall include a summary of the issue and a plan for corrective action, and Lessee shall defend and indemnify the Authority, the County and all officers, agents, and employees of the Authority or the County from any and all claims or proceedings that arise during or after the Term as a result of such breach.

4.11 Environmental Restrictions.

(a) Lessee shall not cause, permit or allow any of its officers, agents, employees, contractors or invitees (which shall be deemed not to include invitees of the County or the Authority) to violate any Environmental Laws or to introduce, bring on to, keep or use any Hazardous Materials upon, in or about the Stadium without the prior consent of the Authority, which consent the Authority shall not unreasonably withhold if Lessee can demonstrate to the Authority's reasonable satisfaction that such Hazardous Materials are necessary or useful to Lessee's operation of the Stadium and that such Hazardous Materials shall be used, kept and stored in a manner that complies with all Environmental Laws regulating any such Hazardous Material so brought on, in, about or underneath the Stadium. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Materials in the Stadium caused, permitted or allowed by Lessee results in contamination or if contamination of the Stadium by Hazardous Materials otherwise occurs for which Lessee is legally liable to the Authority for damage resulting therefrom, then Lessee shall defend and indemnify the Authority, the County and all officers, agents, and employees of the Authority or the County from any and all claims or proceedings that arise during or after the Term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Material at the Stadium caused, permitted or allowed by Lessee results in any contamination of the Stadium, Lessee shall promptly take all actions, at its sole cost and expense, as are necessary to return the Stadium to the condition existing prior to the introduction of any such Hazardous Material to the Stadium, provided, the Authority's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions would not potentially have any material adverse long-term or short-term effect on the Stadium. The foregoing covenant by Lessee shall survive the expiration or earlier termination of the Agreement.

(b) The Authority shall not cause, permit or allow any of its officers, agents, employees, contractors or invitees (which shall be deemed not to include invitees of Lessee) to violate any Environmental Laws or to introduce, bring on to, keep or use any Hazardous Materials upon, in or about the Stadium in connection with an Authority Event without the prior consent of Lessee, which consent Lessee shall not unreasonably withhold if the Authority can

demonstrate to Lessee's reasonable satisfaction that such Hazardous Materials are necessary or useful to the conduct of Authority Events hereunder and that such Hazardous Materials shall be used, kept and stored in a manner that complies with all Environmental Laws regulating any such Hazardous Material so brought on, in, about or underneath the Stadium. If the Authority breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Materials in the Stadium caused, permitted or allowed by the Authority results in contamination or if contamination of the Stadium by Hazardous Materials otherwise occurs for which the Authority is legally liable to Lessee for damage resulting therefrom, then the Authority shall defend and indemnify Lessee and its officers, agents, and employees from any and all claims or proceedings that arise during or after the term of this Agreement as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Material at the Stadium caused, permitted or allowed by the Authority in connection with an Authority Event results in any contamination of the Stadium, the Authority shall promptly take all actions, at its sole cost and expense, as are necessary to return the Stadium to the condition existing prior to the introduction of any such Hazardous Material to the Stadium, provided Lessee's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions would not potentially have any material adverse long-term or short-term effect on the Stadium. The foregoing covenant by the Authority shall survive the expiration or earlier termination of the Agreement.

4.12 Equipment; Furniture and Fixtures. Lessee shall maintain (ordinary wear and tear excepted), clean and repair all equipment (including, without limitation, Concessions equipment), furniture and fixtures located in the Stadium in a safe and orderly fashion. Lessee shall be responsible for providing (whether by purchase of new items or reinstallation of Used Items) all furniture, fixtures and equipment for the Concession areas, Lessee's administrative offices, training and exercise facilities, merchandise store and restaurant (if any), including, without limitation, furniture, telecommunications equipment (but not infrastructure or wiring), data processing equipment, field maintenance equipment and retail display systems. To the extent assignable, the Authority hereby assigns to Lessee all of the Authority's rights under any and all warranties for equipment, furniture and fixtures purchased by the Authority in connection with the Modification and will execute such further documents as may be required to effectuate such assignments. Lessee acknowledges that certain equipment, furniture and fixtures were purchased and used at the Stadium prior to the Modification (the "Used Items"). Lessee shall have full use of the Used Items during the Term; provided, however, that Lessee acknowledges that the Used Items are provided to Lessee on an "as is, where is" basis and without any warranty whatsoever. For avoidance of doubt, Lessee shall be responsible for any and all maintenance and repairs that may be required with respect to Used Items which have a remaining useful life or are otherwise not considered obsolete.

4.13 Development Around Stadium. Lessee acknowledges that the Authority owns the real property around and underlying the Stadium and the Stadium parking lots (the "Real Property"). Lessee further acknowledges and agrees that the Authority maintains exclusive control and development rights over the Real Property (the "Development Rights"); provided, however, that the Authority shall not exercise, or allow any third party to exercise, the Development Rights in a manner that prevents Lessee from using the Stadium or Stadium parking lots for the staging of Home Games or Lessee Other Events as provided in this Agreement.

4.14 Fireworks. Lessee shall be permitted to use fireworks in accordance with all generally applicable laws and regulations in connection with Home Games or Lessee Other Events, provided that Lessee shall have first obtained all necessary licenses, permits and approvals from applicable authorities. The Authority will not oppose Lessee's application for such licenses, permits and approvals.

4.15 Alcoholic Beverages. Lessee shall be permitted to sell alcoholic beverages in accordance with all generally applicable laws and regulations as part of Lessee's Concessions operations at the Stadium, provided that Lessee shall have first obtained all necessary licenses, permits and approvals from applicable authorities. The Authority will not oppose Lessee's application for such licenses, permits and approvals.

4.16 Quiet Enjoyment. In the event Lessee materially performs all of its covenants and other obligations set forth in this Agreement, including, without limitation, the timely payment of all material financial obligations, the Authority acknowledges and agrees that Lessee shall lawfully and peaceably have, hold, possess, use, occupy and enjoy the Stadium during the Term without hindrance, disturbance or molestation from the Authority, subject to the terms and conditions set forth in this Agreement.

4.17 No Impositions; No Frustration of Lessee's Benefit of the Bargain. During the Term, and unless otherwise agreed by Lessee, the Authority shall, to the full extent of its power and authority, not permit the (i) imposition, levy, assessment or collection of any Imposition ("New Imposition") with respect to any aspect of the Lessee Events, other than Impositions in effect as of the date of this Agreement ("Existing Impositions") or (ii) increase of any Existing Imposition. In addition, the Authority, to the full extent of its power and authority, shall not take, or fail to take, any action that could reasonably be expected to impair, interfere with, frustrate or otherwise deprive Lessee of the benefit of the rights and other entitlements bargained for by Lessee and evidenced by this Agreement. In furtherance of the foregoing, the Authority shall actively oppose any action taken, or proposed to be taken, that would impose, levy, assess or collect any New Imposition with respect to any aspect of the Lessee Events or increase any Existing Imposition or otherwise adversely affect the rights and other entitlements bargained for by Lessee and evidenced by this Agreement.

4.18 Snow Removal. As of the Effective Date, the County maintains a storage facility adjacent to the Site for the storage of certain snow removal equipment. So long as the County stores such snow removal equipment at such location, the Authority shall cause the County to clear the parking lots and roadways leading to the Site during times of standing snow at no cost or expense to Lessee.

ARTICLE 5

RENT AND UTILITIES

5.01 Base Rent

(a) During the Initial Term, Lessee shall pay to the Authority, as rent for use of the Stadium, the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) per Baseball

Season during the Term (the “Rent”), to be paid in twelve (12) monthly installments of Sixty-Two Thousand Five Hundred Dollars (\$62,500) per month payable on or before the first business day of the month; provided, however, that in the event that Legal Occupancy does not occur before July 4, 2013, the Rent for the first Baseball Season shall be reduced pro rata based on the number of Home Games that Lessee was unable to stage at the Stadium as a result of such delay. Notwithstanding the foregoing, the Authority and Lessee shall negotiate in good faith an appropriate payment schedule for the first Baseball Season during the Term.

(b) In the event that Lessee exercises Lessee’s option to extend the Term into a Renewal Period, then Lessee and the Authority shall, promptly following the date of delivery of Lessee’s exercise notice (the “Notice Date”), engage in good faith mutual negotiations to determine the fair market Rent to be paid by Lessee during such Renewal Period. If Lessee and the Authority are unable to reach mutual agreement regarding fair market Rent within ninety (90) days following the Notice Date, then Lessee and the Authority shall work in good faith to select, within one hundred twenty (120) days of the Notice Date, a single mutually agreeable disinterested appraiser qualified in matters relating to MiLB rent determinations to determine the fair market Rent. In the event Lessee and the Authority select such disinterested appraiser, the appraisal shall be completed within sixty (60) days following the engagement of the disinterested appraiser and such appraisal shall serve as the basis for the calculation of fair market Rent. Alternatively, if a mutually agreeable appraiser cannot be selected by Lessee and the Authority within one hundred twenty (120) days of the Notice Date, then fair market Rent shall be determined as follows:

(1) Lessee and the Authority shall each appoint an independent appraiser qualified in matters relating MiLB rent determinations with at least five (5) years of experience. Each appraiser shall disclose to Lessee and the Authority any circumstances likely to affect impartiality, including, without limitation, any bias, any financial or personal interest in the outcome of the appraisal, and any past or present relationship with Lessee or the Authority. The costs and expenses of each appraiser shall be borne by the party that appointed such appraiser.

(2) Within sixty (60) days of appointment, each appraiser shall deliver to Lessee and the Authority its determination of fair market Rent for the applicable Renewal Period. In the event that the difference between the fair market Rent determinations by the two (2) appraisers is ten percent (10%) or less, the fair market Rent shall be determined by averaging the determinations of the two appraisers. In the event that only one (1) appraiser has timely delivered a determination of fair market Rent, then such determination shall be conclusive. In the event that the difference between the fair market Rent determinations by the two (2) appraisers is greater than ten percent (10%), then a third appraiser (the “Independent Appraiser”) shall be appointed by the original two (2) appraisers within ten (10) days. Within ten (10) days of being appointed, the Independent Appraiser shall select that determination (of the two (2) determinations made by the original appraisers) which most closely approximates fair market Rent. The determination selected by the Independent Appraiser shall be conclusive. The costs of the Independent Appraiser shall be borne by Lessee and the Authority equally.

5.02 Additional Rent. If during any Baseball Season covered by this Agreement, the total number of fans entering Home Games played at the Stadium or Yankee Stadium, as

measured by “turnstile” count (whether actual or electronic) and as reported to MiLB, exceeds three hundred twenty thousand (320,000), then Lessee shall remit to the Authority, within thirty (30) days after the end of the Baseball Season, as additional rent (“Additional Rent”), the sum of Four Dollars (\$4) per paid fan entering a Home Game covered by this Section 5.02, as reported to MiLB, in excess of three hundred twenty thousand (320,000) during such Baseball Season. Within thirty (30) days after the end of each Baseball Season, Lessee shall deliver to the Authority a complete and correct copy of the attendance report Lessee delivered to MiLB for such Baseball Season, as well as the internal attendance report utilized by Lessee for its internal purposes for such Baseball Season.

5.03 Marginal Project Financing Rent. Lessee shall pay Marginal Project Financing Rent in accordance with Section 3.06 above.

5.04 Utility Charges. Upon occupancy of the Stadium, Lessee shall be responsible, at its sole cost and expense, for the payment of all charges for all Utilities utilized by the Stadium during each year of the Term; provided, however, that the Authority shall be responsible for any metered Utilities charges incurred during Authority Events.

ARTICLE 6

REVENUE STREAMS

6.01 Tickets.

(a) Subject to Section 5.02 and Section 6.01(c), Lessee shall retain 100% of all revenues derived from tickets sales for all Home Games and Lessee Other Events.

(b) Subject to the last sentence of Section 6.03(b), the Authority shall retain 100% of all revenues derived from tickets sales for all Authority Events.

(c) For purposes of calculating the Additional Rent payable to the Authority, tickets to Home Games covered by Section 5.02 that are provided to corporate sponsors, media partners or others as part of a revenue sharing or revenue generating arrangement shall not be considered complimentary tickets, and individuals using these tickets will be considered paid fans. Tickets to Home Games covered by Section 5.02 that are provided as player/umpire comps or for charitable, fund raising or other similar purposes shall be considered complimentary tickets, and individuals using these tickets will not be considered paid fans. In addition, tickets provided to the County for the County Suite and the County Club Seats shall be considered complimentary tickets, and individuals using these tickets will not be considered paid fans.

6.02 Suites.

(a) The County shall have the exclusive right to retain and provide for the County’s use, at no cost to the Authority or the County, one (1) Suite at a mutually agreed upon location between the bases of the playing field (the “County Suite”) at all times during the Term (including, for clarification, the First Renewal Period and Second Renewal Period, as applicable) for purposes of economic development and other purposes. The County and its guests and invitees shall have the exclusive right, in the County’s sole and unfettered discretion, to use the

County Suite at all times during the Term for, among other things, the viewing of Home Games, Lessee Other Events or Authority Events held in the Stadium; provided, however, that the County shall not be entitled to sell, lease or license to third parties the right to use the County Suite during the Term. Notwithstanding anything herein or in any Stadium policies, rules or regulations promulgated by Lessee to the contrary, the County shall be entitled to bring Food Concessions from outside sources to the Stadium for consumption in the County Suite by holders of tickets to the County Suite.

(b) Lessee shall have the exclusive right to use, or to lease or license to third parties the right to use, all Suites, other than the County Suite, at all times during the Term, for, among other things, the viewing of Home Games, Lessee Other Events or Authority Events held in the Stadium.

6.03 Club Seats; Seat Licenses; Club Memberships.

(a) The County shall have the exclusive right to retain and provide for the County's use, at no cost to the Authority or the County, ten (10) adjacent "club seats" at a mutually agreed upon location between the bases of the playing field in reasonable proximity to the County Suite (the "County Club Seats") at all times during the Term (including, for clarification, the First Renewal Period and Second Renewal Period, as applicable) for purposes of economic development and other government-related purposes. The County and its guests and invitees shall have the exclusive right, in the County's sole and unfettered discretion, to use the County Club Seats at all times during the Term for, among other things, the viewing of Home Games, Lessee Other Events or Authority Events held in the Stadium; provided, however, that the County shall not be entitled to sell, lease or license to third parties the right to use the County Club Seats during the Term.

(b) Lessee shall have the right to market and sell, at Lessee's sole cost and expense, "club seats," "suite seats" (other than seats to the County Suite), "box seats," seat licenses and private club memberships and similar seating and memberships to Home Games and Lessee Other Events, other than the County Club Seats, and Lessee shall retain 100% of all revenues from such sales. To the extent that "club seats," "suite seats" (other than seats to the County Suite), "box seats," seat licenses and private club memberships and similar and dissimilar seating and memberships are required under Applicable Law to be sold on an annual or multi-year subscription basis covering the right to attend, on a package basis, all Home Games, as well as Lessee Other Events and Authority Events, then Lessee shall have the exclusive right to sell such subscriptions and retain 100% of the revenues from such sales.

(c) Subject to the last sentence of Section 6.03(b), the Authority shall have the right to market and sell, at the Authority's sole cost and expense, "club seats," "suite seats" (other than seats to the County Suite), "box seats," seat licenses and private club memberships and similar seating and memberships to Authority Events, and the Authority shall retain 100% of all revenues from such sales.

6.04 Parking. Unless otherwise agreed between Lessee and the Authority on a case-by-case basis, Lessee shall retain 100% of all parking revenues from all events held at the Stadium during the Term. Lessee will ensure that all parking areas are adequately staffed (at

Lessee's expense) and include (at Lessee's expense) adequate security for all events held at the Stadium during the Term. The rates charged for use of the Stadium parking lots shall be as determined from time to time by Lessee in its sole and absolute discretion.

6.05 Concessions.

(a) Lessee, or an authorized licensee of Lessee, shall have the exclusive right to operate and sell Concessions at all events held at the Stadium during the Term. Concessions for Authority Events shall be provided at the same prices as Concessions prices for Home Games, unless the Authority and Lessee mutually agree to different prices for Authority Events. Lessee will reasonably consider requests by the Authority to reduce prices for Authority Events that are considered "family events" (e.g., county fairs, graduation ceremonies). Lessee shall have the authority to adopt rule and regulations regarding food and Stadium seating policies, subject to the rights of the County to bring Food Concessions from outside sources to the Stadium for consumption in the County Suite.

(b) Revenues from Concessions sales shall be allocated as follows:

(1) Lessee, or an authorized licensee of Lessee, shall retain 100% of all revenues (less applicable sales, use and excise taxes) derived from Concessions sales at Home Games and Other Lessee Events.

(2) Lessee, or an authorized licensee of Lessee, shall promptly remit to the Authority 50% of all Net Concessions Revenues derived from Concessions sales at all Authority Events, and Lessee shall retain all remaining revenues from such Concessions sales.

(c) Lessee shall use commercially reasonable efforts to utilize as many local suppliers of Concessions in the Stadium as practical and will reasonably consider any recommendations made by the Authority. Lessee's obligations under the immediately preceding sentence shall not restrict or prohibit Lessee, or an authorized licensee of Lessee, from entering into any agreement or arrangement providing for product exclusivity at the Stadium or discounts or other cost savings on food and beverages purchased on a bulk basis either individually or in concert with other third parties and/or other venues (e.g. Yankee Stadium).

6.06 Naming Rights. Lessee shall have the exclusive right to designate the official name of the Stadium and the Site and/or parts thereof, and to market and sell the naming rights to the Stadium and the Site during the Term (the "Naming Rights"), and Lessee shall be entitled to retain 100% of all revenue therefrom. Lessee acknowledges and agrees that any Naming Rights arrangement, including, without limitation, signage associated therewith, shall be subject to local code requirements and restrictions, and reasonable community standards.

6.07 Advertising; Sponsorship.

(a) Lessee, or an authorized licensee of Lessee, shall have the exclusive right, at its sole cost and expense, to sell advertising and sponsorships for all areas at, in, on, about and around the Stadium (e.g., parking lots, the Stadium playing field, exterior of Stadium, concourse in the Stadium, seating bowl) and to retain all revenue generated therefrom. Subject to Section 6.07(d), Lessee shall have the right to install in any location covered by the leasehold interest

granted hereunder additional advertising, signs, marquees, billboards, message boards, and other forms of advertising and announcement media.

(b) Notwithstanding the foregoing, the Authority, at its sole cost and expense, may enlist additional financial sponsors, agents, or partners for any Authority Event, and provide promotional and/or advertising consideration for such sponsors in and through the use of electronic and print media preceding such event, and in and outside of the Stadium during such Authority Event through the use of, for example and not by way of limitation, temporary signage, the Stadium's public address system, and video displays; provided, however, that all such sponsorships and advertising shall be subject to any and all contractual exclusivities binding upon the Franchise, Lessee and/or any or an authorized licensee of Lessee. The Authority shall retain all revenue generated from any such sponsorships and advertising for Authority Events.

(c) Lessee shall have the right to use and license the name of the Stadium and parts thereof, as well as photographs and other depictions of the Stadium and parts thereof without additional payment to the Authority.

(d) All advertisements, sponsorships and signage shall be subject to local code requirements and restrictions and to reasonable community and architectural standards and, for the avoidance of doubt, the sponsorship rights granted to Lessee pursuant to this Section 6.07 shall in no way limit potential development that may occur in areas around the Stadium, other than the Stadium parking lots.

6.08 Broadcasting.

(a) Lessee shall have the exclusive right to broadcast all Home Games and Other Lessee Events via any and all media and through any and all distribution channels now known or hereafter developed (including, but not limited to, television, satellite and terrestrial radio, internet (including, without limitation, stand-alone audio and audio/visual streaming) and "TV Everywhere"), or to sell such rights, and Lessee shall be entitled to retain all revenue generated therefrom.

(b) The Authority, at its sole cost and expense, shall have the exclusive right to broadcast all Authority Events via any and all media and through any and all distribution channels now known or hereafter developed (including, but not limited to, television, satellite and terrestrial radio, internet (including, without limitation, stand-alone audio and audio/visual streaming) and "TV Everywhere"), or to sell such rights, and the Authority shall be entitled to retain all revenue generated therefrom.

(c) For purposes of this Section 6.08, the term "television" shall include, without limitation, (i) standard television (i.e., television distributed by UHF and VHF television broadcast stations, the video and audio portions of which are receivable without charge by means of standard home roof-top or television set built-in antennas) and (ii) non-standard television (i.e., any and all forms of television, exhibition and display, other than standard television, including by means of cable television, "over-the-air" subscription or pay television, pay cable, pay-per-view, video on demand, closed circuit, hotel and other institutional service, SMATV,

MMDS, OVS, "TV Everywhere," direct broadcast satellite service and all other multi-point television distribution services).

6.09 Pouring and Branding Rights. Lessee, or its authorized licensee, shall have the exclusive right to sell pouring (for both alcoholic and non-alcoholic beverages) and branding rights for all Food Concessions and Merchandise at the Stadium and to retain 100% of all revenues (less applicable sales, use and excise taxes) derived therefrom. In the event the Authority desires to offer pouring or branding rights on an event-specific basis for an Authority Event, the Authority shall consult with Lessee to determine whether and to what extent such rights may be granted without violating Lessee's other rights agreements in effect at such time. Lessee shall not unreasonably withhold, delay or condition the grant of such rights.

6.10 Games and Contests.

(a) Lessee shall have the exclusive right to charge admission, participation and related fees and charges in connection with the operation and staging of any other activities at the Stadium during Home Games and Other Lessee Events, and Lessee shall be entitled to retain all revenues generated therefrom.

(b) The Authority shall have the exclusive right to charge admission, participation and related fees and charges in connection with the operation and staging of any other activities at the Stadium during Authority Events, and the Authority shall be entitled to retain all revenues generated therefrom.

6.11 Development Around Stadium. The Authority shall retain 100% of all revenues generated from exercise of the Development Rights.

6.12 Other Revenues. Lessee and the Authority shall cooperate with one another in exploring additional revenue opportunities from other sources related to, in connection with or arising from occupancy or uses at, in, on and around the Stadium or sales or license of any and all other rights with respect thereto. Lessee and the Authority shall negotiate in good faith the allocation of any such additional revenue opportunities on a case-by-case basis.

ARTICLE 7

EVENT EXPENSES

7.01 Lessee Events; Game Day Expenses. Lessee, at its sole cost and expense, shall be responsible for all costs and expenses incurred in connection or associated with all Lessee Events, including without limitation:

(a) Staffing expenses for Lessee's employees and contractors, provided that unless otherwise required herein, Lessee shall determine staffing levels in Lessee's sole determination;

(b) Pre-game, in-game and post-game grounds crews;

(c) Ticket takers and ushers;

- (d) Parking attendants and other expenses related to the operation of the parking areas;
- (e) Utilities, as further described in Section 5.03;
- (f) Security, fire and medical personnel during such event inside and around the Stadium and the parking areas;
- (g) Housekeeping, and other post-event clean-up, such as trash pickup, pressure washing, restroom cleaning; and
- (h) All other reasonable and customary expenses associated with staging Home Games and Other Lessee Events.

7.02 Authority Events. The Authority, at its sole cost and expense, shall be responsible for all costs and expenses incurred in connection or associated with all Authority Events.

ARTICLE 8

MAINTENANCE/REPAIRS/CAPITAL IMPROVEMENTS

8.01 Routine Maintenance Responsibilities. Lessee shall be responsible, at its sole expense, for the routine and ordinary maintenance and repairs for all aspects of the Stadium, including, without limitation, those items set forth on Schedule B attached hereto. Notwithstanding the foregoing, in addition to the obligation set forth in Section 4.06, the Authority shall be responsible, at its sole expense, for any routine and ordinary maintenance and repair occasioned as the direct result of an Authority Event (ordinary wear and tear excepted). For avoidance of doubt, routine and ordinary maintenance and repairs shall not be subject to payment or reimbursement from the Capital Improvements Fund.

8.02 Capital Improvements; Capital Improvements Fund. Subject to the terms and conditions of this Section 8.02, Lessee shall be responsible for all capital repairs and replacements (“Capital Improvements”) at the Stadium during the Term in order to ensure that the Stadium continues to meet the Initial Stadium Standard, ordinary wear and tear excepted. Lessee’s obligations shall be subject to the following terms:

(a) Capital Improvements Fund. On or before the Commencement Date, the Authority shall establish a capital improvements fund (the “Capital Improvements Fund”), which shall be used solely for the funding of Authorized Capital Improvements in order to ensure that the Stadium continues to meet the Initial Stadium Standard, ordinary wear and tear excepted. The Capital Improvements Fund shall be funded as follows:

(1) In the event the Authority has excess funds remaining from the Project Budget after the Modification is completed, then such excess funds shall be deposited into the Capital Improvements Fund. Such excess funds may include any remaining portion of any contingency described in the Construction Management Agreement, to the extent available after completion of the Modification.

(2) The parties acknowledge that the County and the Authority may from time to time be involved in litigation arising in connection with the Modification or the sale of the Franchise pursuant to the Asset Purchase Agreement (the “Project Litigation”). Upon final resolution of any and all such Project Litigation, (whether by way of settlement or final non-appealable judgment), if the total amount of all judgment amounts, settlement amounts, costs (including, without limitation, attorneys’ fees of the parties), expenses, interest, penalties and any and all other expenditures directly relating to all such Project Litigation (collectively, the “Project Litigation Costs”) is less than Seven Million Three Hundred Thousand Dollars (\$7,300,000), then the Authority shall promptly contribute to the Capital Improvements Fund an amount equal to (A) Seven Million Three Hundred Thousand Dollars (\$7,300,000) minus (B) the Project Litigation Costs; provided, however, that such contribution to the Capital Improvements Fund by the County and/or the Authority pursuant to this Section 8.02(a)(2) shall not exceed Four Million Dollars (\$4,000,000) in the aggregate.

(3) The Authority shall contribute all Additional Rent received from Lessee into the Capital Improvements Fund within thirty (30) days of receipt of such amounts.

(4) On or before the last day of the tenth (10th) Baseball Season, the Authority shall contribute an additional sum of Three Million Dollars (\$3,000,000) to the Capital Improvements Fund to be used for the payment of Authorized Capital Improvements as set forth herein.

(5) On or before the last day of the fifteenth (15th) Baseball Season, the Authority shall contribute an additional sum of Twelve Million Dollars (\$12,000,000) to the Capital Improvements Fund to be used for the payment of Authorized Capital Improvements as set forth herein.

(6) All interest earned on the Capital Improvements Fund shall become a part of the Capital Improvements Fund.

Notwithstanding anything herein to the contrary, amounts held from time to time in the Capital Improvements Fund shall constitute “money of the authority” as described in Section 5612 of the Act and shall remain at all times subject to the custody and care of the Authority in accordance with the Act.

(b) Failure to Fund the Capital Improvements Fund. In the event the Authority fails to fund the Capital Improvements Fund in accordance with Section 8.02(a)(4) or 8.02(a)(5) above, the Authority shall have thirty (30) days from the applicable date on which the Authority is obligated to provide such funds to cure such default. If the Authority fails to cure such default within thirty (30) days from the applicable funding date (the “Cure Period”), then Lessee may sell the Franchise or relocate the Franchise outside of the County and such sale or relocation shall not be deemed to be a Triggering Event for purposes of Article 14 hereunder, and the Authority shall not be entitled to exercise its Repurchase Option); provided, however, that if the Authority undertakes a financing transaction to fund the obligations described in Section 8.02(a)(5) or 8.02(a)(6) above either before or during the Cure Period and continues to actively pursue such financing in good faith, then the Cure Period shall be extended an additional sixty (60) days for a total of ninety (90) days.

(c) Determination of Authorized Capital Improvements.

(1) The parties shall establish a board of directors (the “Improvements Board”) for the purpose of maintaining the Capital Improvements Fund and overseeing the use of funds available in the Capital Improvements Fund for Capital Improvements. The Improvements Board shall consist of two (2) individuals appointed by Lessee (the “Lessee Board Members”) and two (2) individuals appointed by the County (the “County Board Members”). Each individual designated by Lessee may be removed and replaced by Lessee at any time. Each individual designated by the County may be removed and replaced by the County at any time. Any Capital Improvement for which the Improvements Board authorizes the use of funds from the Capital Improvements Fund shall be an “Authorized Capital Improvement.”

(2) Either Lessee or the Authority (as the “Notifying Party”) may from time to time in its discretion reasonably exercised provide the Improvements Board with a written notice, in the Notifying Party’s opinion, of necessary Capital Improvements expenditures (a “Proposed Improvement”). Any such Proposed Improvement shall include reasonable detail regarding the proposed improvement and the estimated costs and expenses associated therewith and shall be accompanied by at least three (3) bids from unaffiliated third parties for completion of such improvement, together with the Notifying Party’s recommendation for acceptance of one of such bids (the “Proposed Improvements Contract”).

(3) If the Proposed Improvement is a Capital Improvement listed on **Schedule C** attached hereto (the “Designated Capital Improvements”), such Proposed Improvement shall be subject to the approval of the Lessee Board Members but not the County Board Members; provided, however, that if a proposed contractor or subcontractor for such project is an Affiliate of any of Lessee, the Yankees or Mandalay, then such contractor or subcontractor shall be subject to the approval of the entire Improvements Board. Any Proposed Improvement that is not a Designated Capital Improvement shall be subject to the approval of the entire Improvements Board. For avoidance of doubt, the items listed on **Schedule B** are not Capital Improvements and shall not be presented to the Improvements Board and shall not be eligible for expenditures from the Capital Improvements Fund. Lessee shall provide the members of Improvements Board at least three (3) weeks (the “Review Period”) to review the material required to be submitted pursuant to Section 8.02(b)(2), to review such other information and material reasonably requested by the members of the Improvements Board to enable the applicable members of the Improvements Board to make an informed decision, which additional material and information shall be provided by the Notifying Party as promptly as practicable, and to ask any questions of the Notifying Party regarding the proposal. Upon the expiration of the Review Period, as such may be extended upon the reasonable request of any applicable member of the Improvements Board, the applicable members of the Improvements Board shall vote to determine whether to authorize the requested Capital Improvement. All decisions of the Improvements Board shall be made by the vote of a majority of the applicable members of the Improvements Board (the Lessee Board Members in the case of Designated Capital Improvements, and the entire Improvements Board otherwise), and the determination of the Improvements Board shall be final and binding on the parties. If a majority of the applicable members of the Improvements Board vote to authorize the proposed Capital Improvement, such proposed improvement shall be an Authorized Capital Improvement. Upon the acceptance of a project as an Authorized Capital Improvement, the Proposed Improvements Contract shall be

deemed an “Authorized Improvements Contract.” Notwithstanding the foregoing, in the event that either Lessee or the Authority determines that a condition exists at the Stadium that would jeopardize the health, safety and welfare of attendees of events at the Stadium or that would render the Stadium Untenantable if not cured within an expedited timeframe and such condition could only be cured through Capital Improvements (an “Emergency Condition”), then such party may request an expedited review of a Proposed Improvement to cure such condition by providing notice to the other party detailing the basis for the determination that such condition constitutes an Emergency Condition, the Proposed Improvement necessary to cure such Emergency Condition and a good faith estimate of the timeframe in which the Proposed Improvement must be approved by the Improvements Board and the Improvements Board shall vote approve or disapprove the Proposed Improvement with respect to the Emergency Condition as promptly as practicable in light of the Emergency Condition.

(4) In the event the vote of the Improvements Board results in a deadlock and a majority vote of the applicable board members cannot be obtained, the Improvements Board shall submit the disagreement to arbitration by a mutually agreed unaffiliated architect, building engineer or other person skilled and experienced in MiLB stadium management and maintenance (the “Improvements Arbitrator”) to determine whether the proposed Capital Improvement is necessary for the maintenance of the Stadium in accordance with the Initial Stadium Standard. The parties shall provide such information to the Improvements Arbitrator as may be reasonably requested by the Improvements Arbitrator who shall make a determination within three (3) weeks from the date the dispute is submitted to arbitration. If the Improvements Arbitrator determines that the proposed Capital Improvement is necessary for the maintenance of the Stadium in accordance with the Initial Stadium Standard, then such proposed Capital Improvement shall be an Authorized Capital Improvement. The determination of the Improvements Arbitrator shall be final and binding on the parties.

(5) In addition to any requirements pursuant to Section 8.02(b)(2) above, Lessee will provide the Authority on an annual basis (i) for informational purposes only, a non-exclusive list of Capital Improvements expected to be undertaken by Lessee together with the expected costs of such Capital Improvements and (ii) a reconciliation at the end of each annual period of the costs and expenses actually incurred on Capital Improvement projects undertaken during such annual period.

(d) Completion of Authorized Capital Improvements. Lessee shall commence any Authorized Capital Improvements originally proposed to the Improvements Board by the Authority pursuant to Authorized Improvements Contracts promptly upon determination thereof in accordance with Section 8.02(b), but in any event within sixty (60) days. Should Lessee fail to commence such Authorized Capital Improvement within such sixty-(60)-day period, then the Authority shall provide notice to Lessee that the Authority intends to pursue completion of such Authorized Capital Improvement and if Lessee then fails to commence such Authorized Capital Improvement within thirty (30) days after receipt of such notice, Lessee shall be entitled to pursue completion of such Authorized Capital Improvement without further notice to Lessee. Lessee shall use commercially reasonable efforts to time and organize all repair activities in such a manner as to facilitate Lessee Events (including without limitation Home Games) and Authority Events to the extent feasible, and, subject to Section 8.02(c) above, Lessee agrees to consult with the Authority on all such Lessee decisions regarding Capital Improvements.

(e) Funding of Capital Improvements. Subject to the Authority's obligations pursuant to Section 10.03 below, Lessee shall be responsible for payment of all Capital Improvements during the Term; provided, however, that Lessee may utilize any and all funds available in the Capital Improvements Fund as, when and to the extent such funds are available for payments due with respect to Authorized Capital Improvements, it being understood that amounts to be contributed to the Capital Improvements Fund pursuant to Section 8.02(a) above may not be available at the time of such Capital Improvements, in which case Lessee will be responsible for paying any such amounts directly. If Lessee funds or pays for an Authorized Capital Improvement pursuant to an Authorized Improvements Contract from its own funds, then Lessee shall be entitled to reimbursement from the Capital Improvements Fund for actual costs incurred by Lessee, as evidenced by documentation presented to the Improvements Board and the Authority's auditors, if, when and to the extent such funds become available from the Capital Improvements Fund; provided, however, that Lessee shall not be entitled to reimbursement of costs that would have been incurred by Lessee in the absence of such Authorized Capital Improvement (e.g. overhead costs, including salaried employees of Lessee). Lessee acknowledges and agrees that it shall not be entitled to utilize funds from the Capital Improvements Fund or to reimbursement from the Capital Improvements Fund for Capital Improvements that are not Authorized Capital Improvements.

(f) Excess Funds. In the event that Lessee has not exercised its option to extend the Term of this Agreement beyond the Initial Term pursuant to Section 2.04(a), any funds remaining in the Capital Improvements Fund at the end of the Initial Term shall revert to and become the property of the Authority. Lessee acknowledges and agrees that Lessee shall have no right or claim to any funds that have reverted to the Authority pursuant to this Section 8.02(f).

(g) Failure to Maintain Stadium. Subject to the Authority's obligations pursuant to Section 10.03 below, in the event Lessee fails to maintain the Stadium at the Initial Stadium Standard, then the Authority may provide notice (the "Maintenance Default Notice") to Lessee that Lessee is in default of such obligations, which notice shall include a report of the items that Lessee has failed to maintain in accordance with the Initial Stadium Standard and that Lessee shall have six (6) months from the date of such Maintenance Default Notice (the "Maintenance Cure Period") to cure such default. At the end of such Maintenance Cure Period, if Lessee has not remedied the matters set forth in the Maintenance Default Notice, such failure shall be a "Maintenance Default") and such Maintenance Default shall be a Triggering Event and the Authority shall be entitled to exercise the Repurchase Option in accordance with Article 14; provided, however, that if Lessee diligently undertakes to remedy the matters set forth in the Maintenance Default Notice during the Maintenance Cure Period and continues to actively pursue such remedy in good faith, then the Maintenance Cure Period shall be extended an additional two (2) months for a total of eight (8) months.

8.03 Damage and Destruction.

(a) In the event of the Destruction of all or any portion of the Stadium, the Authority shall be responsible for funding, in excess of any available insurance proceeds, all repair and/or rebuild obligations to restore the Stadium in a manner comparable to MiLB baseball stadia constructed within the two (2) then most recently completed years. In the event

that either (i) the Authority is unable to obtain necessary funds to repair any Destruction to the Stadium within one hundred eighty (180) days from the event causing such Destruction or (ii) the Stadium is not rebuilt within three (3) years after the Destruction of all or any portion of the Stadium, then Lessee shall be entitled to a rent abatement for such period and to terminate this Agreement and relocate the Franchise upon sixty (60) days notice and such termination and relocation shall not be a Triggering Event for purposes of Article 14 herein. For purposes of this Agreement, the term “Destruction” shall mean any damage to the Stadium that (i) is not caused by the normal use of the Stadium, the obsolescence of the Stadium or Lessee’s actions or negligence and (ii) as result of which, Home Games cannot be conducted at the Stadium or the Stadium cannot be used by the general public (for safety reasons or otherwise).

(b) If the Stadium or any portion thereof is wholly or partially destroyed or damaged, but such destruction or damage does not constitute the Destruction of the Stadium, then the restoration of the Stadium (or applicable portion thereof) shall be considered Capital Improvements and shall be carried out pursuant to Section 8.02 subject to the Authority’s obligations pursuant to Section 10.03 below; provided, however, that the Authority and Lessee shall work together to identify proceeds payable under any applicable insurance policy held by the Authority or Lessee that may be utilized to offset the cost of such restoration, which proceeds shall be used in their entirety prior to the use of any funds from the Capital Improvements Fund; provided, further, that if proceeds from such insurance policies are not immediately available, the Authority and Lessee may use funds from the Capital Improvements Fund for such modifications. The parties shall diligently pursue such insurance proceeds and upon the receipt of such insurance proceeds, such proceeds shall be immediately contributed to the Capital Improvements Fund to reimburse any amounts paid out of the Capital Improvements Fund for such restoration.

8.04 Untenantable Period. On each occasion that the Authority and Lessee shall mutually agree that the Stadium is untenantable for use by Lessee for Lessee Events by reason of damage to the playing surface caused by an Authority Event or any event or circumstance covered by Section 4.04 or Section 8.03(b), including by reason of an event of Force Majeure, Lessee shall have the right, upon notice to the Authority, to play Home Games and conduct Lessee Other Events at other locations in Lessee’s discretion, but only for as long as the Stadium is untenantable for use by Lessee for Lessee Events. During the period that the Stadium remains untenantable for use by Lessee for Lessee Events as a result of damage to the playing surface caused by an Authority Event or the events or circumstances covered by Section 4.04 or Section 8.03(b), including by reason of an event of Force Majeure (the “Untenantable Period”), Lessee shall be entitled to a full abatement of all Rent payments due during the Untenantable Period; provided, however, that such rent abatement shall not apply for any portion of the Untenantable Period caused or prolonged by Lessee (including, without limitation, delays as a result of requests for modifications in connection with any renovation contemplated by Section 8.03(b) that extend beyond the Project Scope and beyond the Initial Stadium Standard). Additionally, during any Untenantable Period as a result of damage to the playing surface caused by an Authority Event or a Disaster Staging Use, the Authority shall reimburse Lessee for damages resulting from Lessee’s inability to stage Home Games or Lessee Other Events during such Untenantable Period (“Lessee Damages”). With respect to “lost” Home Games which are played at other locations and not swapped or rescheduled to be played at the Stadium at a future date, Lessee Damages shall be based on the sum of (i) lost profits for Home Games scheduled to be

played during the Untenantable Period, which shall be calculated based on the average net profit generated by Lessee for the ten (10) Home Games played immediately prior to the Untenantable Period, plus (ii) Lessee's actual out of pocket expenses incurred to play such games at such alternative location (e.g. team transportation and lodging costs). With respect to all other circumstances (including Home Games that are swapped or rescheduled to future dates at the Stadium and any Lessee Other Events), Lessee Damages shall be based on Lessee's actual proven damages resulting from Lessee's inability to stage such Home Games or Lessee Other Events during the Untenantable Period. Lessee Damages shall in all cases exclude revenue earned by Lessee that Lessee would receive regardless of whether a Home Game or Lessee Other Event is actually staged (e.g. long term sponsorships or advertising).

8.05 Eminent Domain; Condemnation.

(a) In the event that any portion of the Stadium is taken from the Authority pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the Stadium materially unfit for its intended purpose, then the Authority and Lessee shall each have the right to terminate this Agreement upon notice to the other within one hundred eighty (180) days following such taking. In the event of any such taking, the entire award shall be paid to the Authority, and Lessee shall have no right or claim to any part of such award; provided, however, that Lessee shall have the right to bring an action against the condemning authority in a separate action, so long as the Authority's award is not otherwise reduced. The Authority shall not be responsible for any damages (whether actual or consequential), costs or expenses incurred by Lessee or lost profits of Lessee by reason of the Stadium having been so taken. It is understood that the Authority's right to repurchase the Franchise pursuant to Section 14.01 shall not apply in the event Lessee is required to permanently relocate the Franchise as a result of a taking of the Stadium pursuant to any right of eminent domain exercised by any governmental entity; provided, however, that Section 14.01 shall apply if the taking is limited to the parking lot located at the Stadium and such taking does not prevent ingress and egress to and from the Stadium.

(b) In the event that the Franchise is the subject of a condemnation or similar proceeding by any governmental entity or pursuant to any governmental order, then this Agreement shall automatically terminate upon the initiation of such proceeding and Lessee shall have the right to seek such other redress, relief and remedies in respect of (i) Lessee's rights under this Agreement and (ii) the Franchise, including, without limitation, seeking to relocate the Franchise without application of Section 14.01.

ARTICLE 9

INSURANCE

[NOTE: Insurance provisions subject to further discussion.]

9.01 Minimum Requirements. Lessee shall procure, maintain and keep in full force and effect at all times during the Term, in each case naming the Authority as additional insured:

(a) From and after the Effective Date, Lessee shall maintain “all risks” property insurance (or its equivalent) covering all buildings and improvements on the Site in a minimum amount equal to 90% of the reasonable replacement cost thereof.

(b) Commercial general liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate or the equivalent thereof in connection with this Agreement and Lessee’s use of the Stadium, issued by a Best’s A+ rated company (or “A” rated, if Class XIII or larger). Such insurance shall include contractual liability (specifically including, but not limited to, full performance of Lessee’s indemnity obligations to the Authority hereunder), liability for fuel, chemicals and the like disposed of through drainage, and products liability if products are dispensed or vended by Lessee and liquor liability coverage in an amount not less than \$1,000,000 with the Authority named as an additional insured. In the event Lessee uses contractors for operation of the facility, dispensing of products or liquor, then Lessee shall require such contractors to provide insurance at the same limits and terms as the foregoing, including naming the Authority as an additional insured;

(c) Umbrella or excess policy covering claims in excess of and following the terms of the commercial general liability policy above with a limit of liability not less than Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate (including liquor liability);

(d) Insurance covering all of Lessee’s furniture and fixtures, machinery, equipment, inventory, stock, Merchandise, Concessions, and any other personal property owned and used in Lessee’s business and found in, on, or about the Site or the Stadium, in an amount not less than the full replacement cost thereof. Property forms shall provide coverage on a broad form basis insuring against “all risks of direct physical loss.” All policy proceeds shall be used for the repair or replacement of Lessee personal property damaged or destroyed;

(e) Worker’s compensation insurance insuring against and satisfying Lessee’s obligations and liabilities under the worker’s compensation laws of the Commonwealth, including employer’s liability insurance in the minimum limits required by the laws of the Commonwealth; and

(f) If Lessee operates owned, hired, or non-owned vehicles in, on, or about the Site or the Stadium, comprehensive automobile liability insurance at a limit of liability not less than One Million Dollars (\$1,000,000) combined bodily injury and property damage.

9.02 Other Insurance Requirements.

(a) Certificates of Lessee’s insurance required hereunder, together with copies of the endorsements, when applicable, shall be delivered to the Authority prior to Lessee’s Legal Occupancy of the Site, the Stadium, or any portion thereof, and from time to time throughout the Term at least thirty (30) days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Lessee shall name the Authority as an additional insured, entitling the Authority to recover under such policies for any loss sustained by the Authority, its agents, and employees as a result of the negligent acts or

omissions of Lessee. All such policies maintained by Lessee shall provide that they may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to, and with written consent of, the Authority. All commercial general liability and property policies maintained by Lessee shall be written as primary policies, not contributing with and not supplemental to the coverage that the Authority may carry.

(b) The Authority may, from time to time throughout the Term, request that Lessee reasonably increase the limits of insurance coverage specified to be carried by Lessee pursuant to Section 9.01, and Lessee shall do so, provided that such increased limits of insurance coverage shall not at any time exceed the average limits of similar insurance coverage then carried by a minimum of seven (7) other League teams (or the organizations which own and operate such teams), mutually selected by Lessee and the Authority.

(c) Lessee, at Lessee's sole cost and expense, shall be responsible for obtaining and maintaining all necessary and appropriate insurance coverage desired by Lessee with respect to Lessee's use and occupancy of Lessee's administrative offices throughout the Term.

(d) The Authority, its agents, and employees make no representation that the limits of liability specified to be carried by Lessee pursuant to Section 9.01 are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is or may be inadequate, Lessee shall obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole cost and expense.

9.03 Authority Insurance. In addition to the insurance required pursuant to Section 9.01 above, during the Term, the Authority shall maintain, and Lessee shall reimburse the Authority for the full cost and expense of, the following types of insurance:

(a) property insurance against damage or destruction to the Stadium on an "all risk" basis, including full guaranteed replacement cost coverage sufficient to allow the Authority to rebuild the Stadium in a manner comparable to MiLB baseball stadia constructed within the two (2) then most recently completed years, including, without limitation, all materials, equipment, machinery and supplies for use in the operation of the Stadium, and further including business interruption insurance and boiler and machinery insurance coverage; and

(b) general liability insurance, umbrella liability insurance on terms and conditions, and with limits that are at least substantially equivalent to the terms, conditions and amounts of policies held by the Authority or obtained by Lessee on behalf of the Authority in effect as of the date hereof;

provided, however, that Lessee and its affiliates shall be named as additional insureds on such policies for purposes of Lessee Events. To the extent the Authority is entitled to coverage under Lessee's insurance policies referred to in Section 9.01, such policies shall apply on a primary basis and the policies referred to in this Section 9.03 shall apply on an excess basis.

ARTICLE 10

INDEMNIFICATION

10.01 Lessee Indemnification Obligations. Lessee agrees to hold harmless, indemnify and defend the Authority and its trustees, officers, agents, assignees and subtenants (other than Lessee), from and against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature, including, without limitation, court costs and reasonable attorneys' fees (a) arising from, relating to or in connection with Lessee Events; (b) caused by, resulting from or arising out of injury to persons or the death of persons or damage to or destruction of property, arising out of or incidental to (i) the grossly negligent acts or omissions of Lessee, its partners, shareholders, directors, officers, employees, representatives, agents, invitees, assignees and subtenants in Lessee's use, occupation of and access to the Site and the Stadium and (ii) any Lessee breach of or default under this Agreement; and (c) any breach of any covenant or other obligation of Lessee under this Agreement (including, without limitation, the indemnification obligations of Lessee under Section 4.10 and Section 4.11(a)). Lessee shall be responsible for direct and reasonably foreseeable damages, but shall not be responsible for special, consequential or indirect damages. This indemnity, with respect events, acts or omissions which have occurred during the Term shall survive the Term.

10.02 Authority Indemnification Obligations. The Authority agrees to hold harmless, indemnify and defend Lessee and its partners, shareholders, directors, officers, agents, assignees, subtenants and affiliates from and against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature, including, without limitation, court costs and reasonable attorneys' fees (a) arising from, relating to or in connection with Authority Events; (b) caused by, resulting from or arising out of injury to persons or the death of persons or damage to or destruction of property, arising out of or incidental to (i) the grossly negligent acts or omissions of the Authority, its elected officials, officers, employees, agents, invitees and assignees in the Authority's use, occupation of and access to the Site and the Stadium and (ii) any Authority breach of or default under this Agreement; (c) any breach of any covenant or other obligation of the Authority under this Agreement (including, without limitation, the indemnification obligations of the Authority under Section 4.05(b) and Section 4.11(b)); and (d) any act or failure to act by the Authority, or actions taken by third parties prior to the Effective Date. The Authority shall be responsible for direct and reasonably foreseeable damages, but, except as otherwise expressly provided herein, the Authority shall not be responsible for special, consequential or indirect damages. This indemnity, with respect to events, acts or omissions which have occurred during the Term shall survive the Term.

10.03 Compliance with Laws. The Authority shall be liable for (including, without limitation, undertaking and paying for remediation actions) and will indemnify Lessee and its partners, shareholders, directors, officers, agents, assignees, subtenants and affiliates from any costs and expenses attributable (i) failure of the Stadium upon completion of the Modification to comply with any applicable federal, state, county or local statute, rule or regulation (including, without limitation, those required standards and specifications imposed by the Americans with Disabilities Act of 1990, as amended, including by Amendments to Titles II and III thereto adopted and released by the Department of Justice on July 26, 2010 and subsequently published in the Federal Register on September 15, 2010 at 28 C.F.R Parts 35 and 36, CRT Docket Nos.

105 and 106 (collectively, the “ADA”)) and (ii) subsequent to completion of the Modification, changes in or enforcement of any applicable federal, state, county or local statute, rule or regulation (including, without limitation, the ADA) or the enactment of any new applicable federal state, county or local statute, rule or regulation.

ARTICLE 11

REPRESENTATIONS, WARRANTIES AND COVENANTS

11.01 Representations and Warranties of Lessee. Lessee hereby represents to the Authority as follows:

(a) Organization. Lessee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all limited liability company power and authority to carry on and conduct its business as it is now being conducted. Lessee is duly qualified and in good standing as a foreign limited liability company in the Commonwealth of Pennsylvania.

(b) Authorization; Validity and Binding Nature. This Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, the making and performance of which has been duly authorized by all necessary limited liability company action.

11.02 Covenants of Lessee.

(a) MLB and MiLB Rules and Regulations. At all times throughout the Term, Lessee shall operate the Franchise in accordance with the requirements of Major League Baseball and MiLB.

(b) MLB and MiLB Affiliation. At all times throughout the Term, Lessee shall maintain its status as a Class AAA or equivalent designation professional baseball club, and the Yankees shall be the MLB affiliate of the Franchise for so long as the Yankees or any affiliated person or entity is, directly or indirectly, an owner of the Franchise.

(c) Community Service. Lessee shall use commercially reasonable efforts during the Term to sponsor and conduct baseball clinics for, and otherwise support, community youth baseball programs, with emphasis on those programs serving underprivileged neighborhoods in the County.

(d) Local Vendors. Subject to the last sentence of Section 6.05(c), Lessee shall use reasonable efforts to use suppliers and vendors residing in the County and surrounding areas to supply goods and services in connection with events held at the Stadium. Lessee shall provide the Authority with a list of local vendors providing goods or services to Lessee, within thirty (30) days after each Baseball Season, as part of its financial report described herein under Section 11.02(e).

(e) Lessee Financial Reporting. Lessee shall provide the Authority with the following information, certified by Lessee’s president and treasurer, controller or equivalent officer:

(1) Within thirty (30) days after each Baseball Season, a report of Lessee's annual total paid attendance and total attendance entering Home Games as reported to MiLB;

(2) Within thirty (30) days after each Baseball Season, the attendance reports required pursuant to Section 5.02;

(3) Within thirty (30) days after each event for which Lessee receives revenues allocable in whole or in part to the Authority (e.g., Concessions for Authority Events) or for which the Authority is obligated to reimburse Lessee (e.g., Lessee expenses attributable to Authority Events) or for which the Authority is entitled to receive reimbursement (e.g., Authority expenses attributable to Lessee Events), a complete financial report detailing all relevant revenue, expenses and allocation methodologies for such event.

(f) Lessee Pricing Reporting. Commencing with 2013, no later than February 1st of such year and continuing for each subsequent February 1st during the Term, Lessee shall provide the Authority with an annual pricing report setting forth Lessee's proposed pricing for tickets, suites, Concessions, parking and all other pricing relating to Home Games for such Baseball Season. Notwithstanding the above requirement, Lessee shall have final determination of all such pricing, including the right to change such pricing from time to time.

ARTICLE 12

EVENTS OF DEFAULT AND REMEDIES; AUDIT RIGHTS

12.01 General Default Provisions. Unless more specific default and cure rights are set forth elsewhere in this Agreement, should either the Authority or Lessee breach or fail to perform any of its obligations (other than in the case of Lessee, the covenant set forth in Section 11.02) under the terms of this Agreement (the "Defaulting Party"), and such breach or failure to perform continues for a period of thirty (30) days (ten (10) days in the event of a failure to pay Rent or Additional Rent) after written notice of such breach or failure to perform is delivered to the Defaulting Party from the other party (the "Non-Defaulting Party"), then subject to the following sentence, the Non-Defaulting Party shall be entitled to seek all remedies available at law or in equity (including specific performance and injunctive relief) for breach of this Agreement, except as otherwise provided in this Agreement. Subject to any provision contained herein providing for a longer cure period, if a non-payment breach or failure cannot reasonably be cured within such thirty (30) day period, the Defaulting Party shall not be in default of this Agreement so long as the Defaulting Party commences to cure such breach or failure within such thirty (30) day period and diligently and in good faith continues to pursue a cure for the breach or default until actually cured, in which case, such cure period shall be extended for up to an additional sixty (60) days for a total of ninety (90) days.

12.02 Financial Matters and Disputes; Audits. The Authority shall have the right to review and audit (i) any and all attendance and financial calculations and related documents and files relating to payments to or from the Authority pursuant to or in connection with this Agreement, and (ii) all calculations, documents and files regarding the use and expenditure of funds from the Capital Improvements Fund, including, without limitation, the reimbursement to

Lessee from the Capital Improvements Fund in accordance with this Agreement for expenditures previously incurred by Lessee. The Authority may hire an independent and impartial auditor to verify such calculations and/or such Capital Improvements Fund expenditures. In such case, if either Lessee or the Authority has improperly charged or underpaid the other, then the other party shall immediately pay such past due amount at a rate of interest equal to the Pennsylvania Judgment Rate of Interest in effect from time to time compounded as of the first day of each calendar year. Further, if Lessee has received withdrawals from the Capital Improvements Fund in a manner not in accordance with the terms of this Agreement, or if the Capital Improvements Fund proceeds have otherwise been used for improper purposes, Lessee shall repay such improperly withdrawn or used funds to the Capital Improvements Fund together with interest equal to the Pennsylvania Judgment Rate of Interest in effect from time to time compounded as of the first day of each calendar year. The Authority shall bear the cost and expense of such auditor unless the findings of such audit result in an additional payment to the Authority or the Capital Improvements Fund in excess of Two Thousand Five Hundred Dollars (\$2,500), in which case Lessee shall bear the cost and expense of such auditor.

ARTICLE 13

ASSIGNMENT; RELOCATION

13.01 By Authority. The Authority may assign this Agreement to the County, a duly authorized authority or agency of the County or of the Commonwealth or a third party capable of fully performing this Agreement, upon notice to, but without the prior written consent of, Lessee.

13.02 By Lessee.

(a) Except as otherwise provided pursuant to rules and regulations promulgated by MLB and MiLB, Lessee shall not assign, sublease, convey, mortgage or otherwise transfer this Agreement or its interest herein or transfer ownership of the Franchise, including, without limitation, to an affiliate of Lessee, without the prior consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed so long as the Yankees continue to be the Major League Baseball affiliate of the Franchise immediately following such assignment. Lessee may not collaterally assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement or any interest herein, other than its right to receive revenue hereunder, as security for a loan or otherwise without the prior written consent of the Authority.

(b) Notwithstanding anything to the contrary set forth in this Agreement including, without limitation, this Section 13.02, any sale, transfer, assignment, gift or bequest, grant of security interest, pledge of other encumbrance or transfer of any Control Interest (as defined in Major League Rule 54, which addresses the Regulation of Minor League Franchises (the "Rule")) in Lessee or the Franchise shall be subject to, and made in accordance with, the National Association Agreement, Professional Baseball Agreement, Major League Rules, including, without limitation, the Rule and any other rules, regulations, resolutions or other requirements of MiLB, or the Office of the Commissioner of Baseball (the "BOC"), all as the same now exist or may be amended or adopted in the future. Any such sale, transfer, assignment, gift or bequest, grant of a security interest, pledge, encumbrance or other such change that requires the consent of the President of MiLB is prohibited and shall be null and void

unless such prior consent is obtained. Such consent may be withheld at the sole and absolute discretions of the President of MiLB. The decision of the President of MiLB shall be made after consulting with, and shall be subject to review by, the BOC.

13.03 Relocation. Lessee shall not relocate the Franchise or baseball team to play its Home Games anywhere other than in the Stadium during the Term except for (a) the Yankee Stadium Games, (b) to the extent provided under Sections 3.12, 8.02(b), 8.03(a), 8.04 and 8.05(a), (c) Force Majeure and (d) relocations mandated under Major League Baseball or MiLB rules, regulations and directives. Without limiting the remedies otherwise available in law or equity for a breach of this Agreement, Lessee agrees that the Authority shall have the right to obtain an injunction specifically enforcing the provisions of this Section 13.03 in the event of a breach thereof without the posting of any bond or security therefor and notwithstanding the availability of damages in an action at law.

ARTICLE 14

REPURCHASE RIGHT

14.01 Repurchase Right. Except as otherwise set forth herein, if at any time, whether during or following the Term (including any extensions), (a) Lessee desires to (i) sell and relocate the Franchise or (ii) relocate the Franchise outside of the County, (b) the Yankees cease to be the MLB affiliate of the Franchise or (c) there is a Maintenance Default in accordance with the terms of Section 8.02(g) (each, a “Triggering Event”), the Authority or its third party assignee, without prejudice to the rights of Lessee under Sections 3.12, 8.02(b), 8.03(a), 8.04, 8.05(a) and 8.05(b), would have the right to repurchase the Franchise from Lessee for Fair Market Value as described in this Article 14 (the “Repurchase Option”). Lessee shall give the Authority notice of a Triggering Event (a “Triggering Event Notice”) as follows: (a) one (1) year prior notice of any attempt to sell and relocate or relocate the Franchise outside of the County and (b) as promptly as possible upon becoming aware that the Yankees will cease to be the MLB affiliate of the Franchise. Upon receipt of a Triggering Event Notice, the Authority or its third party assignee may proceed to exercise its rights under this Article 14 by delivering preliminary notice of such fact to Lessee (a “Preliminary Exercise Notice”) within one hundred eighty (180) days following receipt of the Triggering Event Notice. If the Authority fails to deliver a Preliminary Exercise Notice within such one hundred eighty (180)-day period, then the Authority shall be deemed to have waived its repurchase rights pursuant to this Article 14.

14.02 Determination of Fair Market Value. If the Authority timely submits a Preliminary Exercise Notice, a panel of three (3) appraisers shall determine the Fair Market Value of the Franchise, which appraisers must be licensed business valuation experts with experience in valuing MiLB franchises. Within thirty (30) days following the effective date of delivery of the Preliminary Exercise Notice (the “Preliminary Notice Date”), the Authority and Lessee shall each appoint one (1) such appraiser (the “Interested Party Appraisers”). Within sixty (60) days following the Preliminary Notice Date, the Interested Party Appraisers shall appoint a third appraiser (the “Third Party Appraiser,” and together with the Interested Party Appraisers, the “Appraisers”). The parties shall cause the Appraisers to deliver their appraisals within one hundred twenty (120) days following the Preliminary Notice Date. The Fair Market Value of the Franchise would be the average of the appraisals provided by Appraisers.

14.03 Exercise of Repurchase Right. Upon determination of the Fair Market Value of the Franchise, the Authority (or its assignee pursuant to Section 14.06) would have the right to repurchase the Franchise at such Fair Market Value by delivering written notice to Lessee (the “Final Exercise Notice”) within one hundred eighty (180) days following the date the last (i.e., third) appraisal is received by the Authority. If the Authority fails to deliver a Final Exercise Notice within such one hundred eighty (180) day period, then the Authority shall be deemed to have waived its repurchase rights pursuant to this Article 14. If the Authority timely delivers a Final Exercise Notice, then the Authority and Lessee shall take such steps as may be necessary (including, without limitation, preparation, negotiation and execution of definitive documents and securing any necessary MLB, MiLB and League approvals) to close the purchase and sale of the Franchise as promptly as may be commercially reasonable (taking into account the need for third party approvals for such purchase and sale). Lessee and the Authority agree that the definitive purchase agreement shall be substantially in the form of the Asset Purchase Agreement, pursuant to which Lessee purchased the Franchise from the Authority.

14.04 Lessee Financing. If the Authority (or its assignee pursuant to Section 14.06) so elects to exercise its Repurchase Option, then at the Authority’s sole option, Lessee shall provide financing for such repurchase (the “Financing Option”). The Financing Option shall be exercised (if at all) as part of the Final Exercise Notice. If the Authority exercises the Financing Option, Lessee and the Authority shall negotiate definitive financing agreements in conjunction with the definitive purchase and sale documentation, provided that the definitive financing agreements shall include the following terms:

(a) The maturity date of such financing shall be three (3) years from the closing date of the repurchase, or such earlier date as may be requested by the Authority;

(b) The amount of such financing shall be limited to the maximum portion of the purchase price allowable under MiLB rules in effect at the time when the Authority delivers its Final Exercise Notice (currently 45%);

(c) The interest rate attributable to such financing shall be equal to the “Prime” rate as published in the *Wall Street Journal* plus two percent (2%); and

(d) The Authority (or its assignee pursuant to Section 14.06) shall pay quarterly payments of interest during the term, and the principal amount would be due and payable on or before the maturity date.

14.05 Transfer Approvals. If the Authority (or its assignee pursuant to Section 14.06) so elects to exercise its Repurchase Option, Lessee shall, and shall cause its affiliates (including the MLB affiliate of the Franchise) to, cooperate in good faith, at the Authority’s sole cost and expense, in the Authority’s (or its assignee’s) efforts to obtain all approvals from the League, MiLB and Major League Baseball necessary for the transfer of the Franchise in accordance with this Article 14.

14.06 Assignment of Repurchase Right. The Authority shall have the right, in its sole and absolute discretion, to assign this Agreement as described in Article 13 and/or the Franchise repurchase rights as described in this Article 14 to any third party approved by the League,

MiLB and/or Major League Baseball; provided, however, that the Authority shall not assign this Agreement to the operator of another Major League Baseball franchise or an affiliate thereof without Lessee's prior written consent.

14.07 Survival of Repurchase Right. The provisions of this Article 14 shall survive any expiration or termination of this Agreement.

ARTICLE 15

MISCELLANEOUS

15.01 Estoppel Certificates. Lessee shall at any time and from time to time, within ten (10) days of receipt of prior notice from the Authority, execute, acknowledge and deliver to the Authority a statement in writing certifying certain that this Agreement has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Agreement, as so amended, is in full force and effect) and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Authority hereunder and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of the Authority hereunder, or specifying such defaults, events or conditions, if any are claimed (or if there are such defaults, events or conditions, then specifying such defaults, events or conditions).

15.02 Force Majeure. If, because of the occurrence of an event of Force Majeure, either the Authority or Lessee is unable to carry out its obligations under this Agreement, except for the payment of money, and if such party promptly gives to the other written notice of such Force Majeure within five (5) business days of such event, then the obligations of both parties under this Agreement shall be excused to the extent, but only to the extent, made necessary by such Force Majeure and only during its continuance, provided that the effect of such Force Majeure is eliminated insofar as possible with all reasonable dispatch. Neither Lessee nor the Authority shall be liable to the other for any loss or damage of whatsoever kind or wheresoever situated caused by such Force Majeure.

15.03 Effect of Termination. Any provision of this Agreement that specifically states that it shall survive the termination or expiration of this Agreement or the leasehold interest granted hereunder shall so survive, including, without limitation, the provisions of Article 14.

15.04 Successors and Assigns. This Agreement shall inure to the benefit of, and remain fully binding upon, the parties hereto and their respective successors and permitted assigns.

15.05 Notices. All notices and other communications required or permitted to be given by or pursuant to this Agreement, shall be given in writing and shall be delivered (i) personally, (ii) by facsimile, (iii) by email (iv) by U.S. Registered or Certified Mail, Return Receipt Requested with Postage Pre-Paid, or (v) by a nationally recognized overnight courier service. Such notices shall be deemed to have been given (i) on the date of delivery if delivered personally, transmitted by e-mail with actual receipt acknowledged, or by facsimile (provided that a copy of such facsimile is also sent to the recipient at the same time by any other means permitted hereunder), in each case, so as to be received between 8:00 AM and 5:00 PM, Monday

through Friday (New York City time), or, (ii) on the date of receipt, if mailed by U.S. Registered or Certified Mail, Return Receipt Requested with Postage Pre-Paid or delivered by a nationally recognized overnight courier service. All such notices and all other communications related to this Agreement shall be given as follows:

(a) If to the Authority:

The Multi-Purpose Stadium Authority of
Lackawanna County
Administration Building
200 Adams Avenue
6th Floor
Scranton, PA 18503
Attention: Chairman
(570) 963-6800 - Telephone
(570) 963-6812 - Facsimile

with copies to:

Lackawanna County Board of Commissioners
Administration Building
200 Adams Avenue
6th Floor
Scranton, PA 18503
Attention: James Wansacz, Chairman
(570) 963-6800 - Telephone
(570) 963-6812 - Facsimile
wansaczj@lackawannacounty.org - Email

McKenna Long & Aldridge LLP
303 Peachtree Street
Suite 5300
Atlanta, GA 30308
Attention: Steven J. Labovitz, Esq.
Trey Wainwright, Esq.
404-527-4360 - Telephone
404-527-4198 - Facsimile
slabovitz@mckennalong.com – Email
twainwright@mckennalong.com – Email

Resnick Amsterdam Leshner, P.C.
653 Skippack Pike
Suite 300
Blue Bell, PA 19422
Attention: Steven Resnick
215-628-8080 - Telephone
215-367-3008 - Facsimile
SR@ral-cpa.com - Email

(b) If to Lessee:

SWB Yankees LLC
c/o New York Yankees
Yankee Stadium
One East 161st Street
Bronx, New York 10451
Attn: Lonn A. Trost
(718) 579-4420 - Telephone
(718) 681-1051 - Facsimile
ltrost@yankees.com – Email

with copies to:

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Daniel A. Etna
(212) 592-1557 – Telephone
(212) 545-3322 – Facsimile
detna@herrick.com – Email

and

Mandalay Baseball Properties, LLC
4571 Wilshire Boulevard - 3rd Floor
Los Angeles, California 90010
Attn: Larry S. Freedman
Facsimile: (323) 549-9853
E-mail: larryf@mandalay.com

or to such other address as the party hereto may have furnished to the parties hereto in accordance herewith, except that notice of change of addresses shall be effective only upon receipt.

15.06 Relationship of Parties. Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any party hereto to act as agent for, or representative of, any other party hereto. Each party hereto shall be deemed an independent contractor and no party hereto shall act as, or hold itself out as acting as, agent for any other party hereto.

15.07 No Waiver. No failure of any party to insist upon exact compliance with the terms and provisions of this Agreement shall be deemed or construed as a waiver of any subsequent breach of this Agreement.

15.08 Severability. In the event any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful,

or unenforceable to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

15.09 Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of law thereof. In the event of a dispute under this Agreement, the parties hereto shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, the parties hereto shall submit the dispute for non-binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such non-binding arbitration is unsuccessful, the dispute shall be resolved by the courts of the Middle District of Pennsylvania or the Lackawanna County Court of Common Pleas. None of the parties hereto shall be considered the drafter of this Agreement, and in the event a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter.

15.10 Entire Agreement. This Agreement, together with the Construction Management Agreement, the GMP Amendment, the Architect's Agreement, that certain Letter Agreement, dated April __, 2012, by and between the Authority and Lessee, and that certain Guaranty of Payment and Performance by the County in favor of Lessee, dated as of the date hereof, shall constitute the entire agreement among the parties hereto with respect to the subject matter herein contained. There are no agreements or understandings among the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

15.11 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same agreement.

15.12 Headings. The headings in this Agreement are for convenience only and shall not be deemed to establish any obligation among the parties hereto.

15.13 Amendment. This Agreement may be amended or modified only in a writing which has been signed by the parties hereto affected by such amendment or modification, and which specifically references this Agreement.

15.14 League Approval. This Agreement shall be subject to the prior and ongoing approval of the League and MiLB and in all respects shall be subject to the then current rules and regulations of Major League Baseball. Lessee shall be responsible for obtaining all necessary approvals as promptly as practicable following execution of this Agreement.

15.15 Third Party Beneficiary. Nothing in this Agreement will be construed to give any person or entity (including any person or entity that provides or may provide financing to the Authority in connection with this Agreement, the Stadium or for any other purpose) other than the parties to this Agreement any legal or equitable right under or with respect to this Agreement

or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to Section 15.04; provided, however, that notwithstanding the foregoing, the Authority and Lessee acknowledge and agree that the County is a third party beneficiary to this Agreement.

[Remainder of page left intentionally blank.

Signatures on next page.]

IN WITNESS WHEREOF, this Multi-Purpose Stadium Lease Agreement has been executed by duly authorized officers of each of the undersigned, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Agreement in such capacity, all on the day and year first above written.

Witness

Sworn to and subscribed before me this
____ day of _____, 2012

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

**THE MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY**

By: _____

Name:

Title:

Witness

Sworn to and subscribed before me this
____ day of _____, 2012

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

SWB YANKEES LLC

By: _____

Name:

Title:

EXHIBIT 1

SITE

See attached.

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

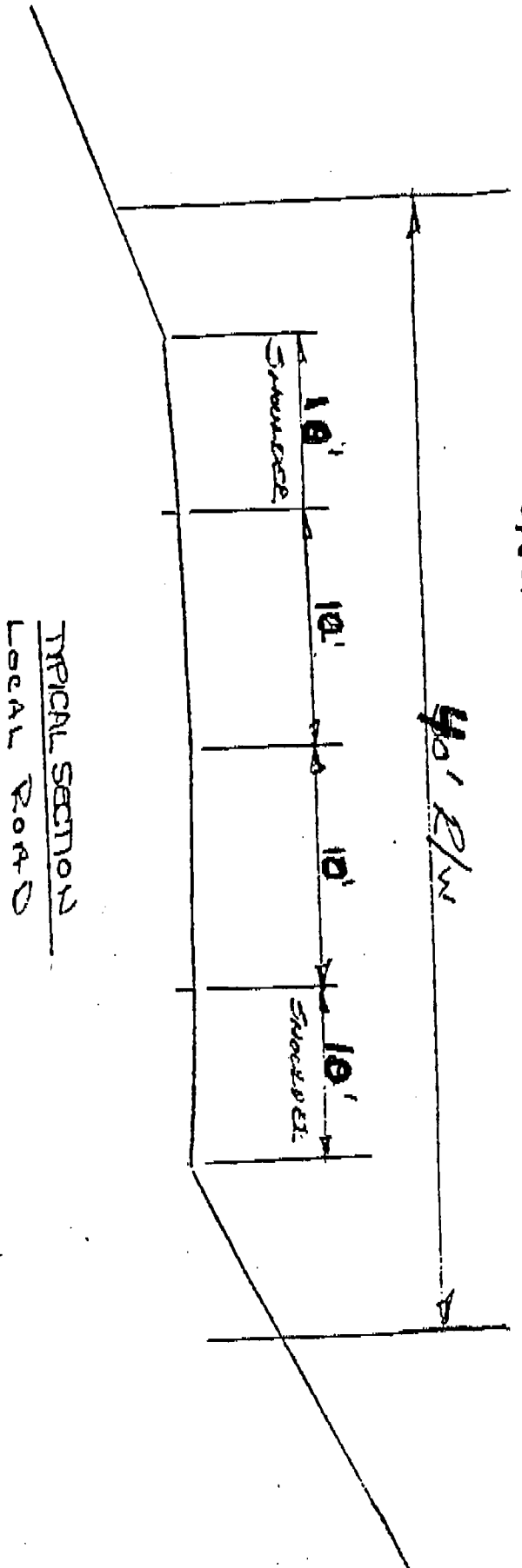


ARCHITECTS
ENGINEERS
PLANNERS

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 SUBGRADE WILL CONSIST OF AN INCH OR MORE OF 1 1/2" OR FINER.
- ② SURFACE WILL CONSIST OF 2" OF BITUMINOUS BINDER, 1 1/2" OF 1" OF BITUMINOUS WEPERIN 6.5% FINE.
- ③ Road completion shall occur 36 months from closing of the side of roadway.

EXHIBIT 2

DEED

See attached.

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. 19 86, 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

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

A
N
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:

1180 582

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.

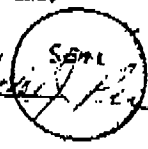
IN WITNESS WHEREOF, the Corporation, party of the first part, has caused its common and corporate seal to be affixed to these Presents by the hand of its President, and the same to be duly attested by its Secretary, seal affixed, dated and signed the day and year first above written as to name, all by 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 24th 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

EXHIBIT 3

CONSTRUCTION MANAGEMENT AGREEMENT

See attached.



AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

and the Construction Manager:
(Name, legal status and address)

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 600
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

for the following Project:
(Name and address or location)

PNC Field
235 Montage Mountain Road, Moosic, PA.

The Architect:
(Name, legal status and address)

EwingCole
Federal Reserve Bank Building
100 North 6th Street Philadelphia, PA 19106-1590

The Owner's Designated Representative:
(Name, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Construction Manager's Designated Representative:

Init.

(Name, address and other information)

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

Init.

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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
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5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

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Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. All draws on the Construction Manager's contingency in excess of \$1,000.00 (One Thousand Dollars) must be approved in advance by the Owner and any such draws shall be broken out on the Construction Manager's monthly invoicing. Any contingency amounts included in the Guaranteed Maximum Price proposal and not drawn down during the performance of the Work shall be considered savings to revert 100% to the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. By executing this Agreement and submitting the Guaranteed Maximum Price proposal, the Construction Manager represents and warrants that the Contract Documents (including the Preliminary Documents), materials and information furnished to the Owner as of the date of submission of the Guaranteed Maximum Price proposal and the ongoing discussions and meetings between the Construction Manager and the Owner and the Architect have described the scope, construction requirements, and actual building program and design (as specifically represented by said documents) of the Work in detail. The Construction Manager is not permitted to claim any adjustment in either the Guaranteed Maximum Price or Contract Time in connection with the completion of final drawings and specifications except for scope changes as defined herein. A "Scope Change" means Work described in supplemental documents which is not reasonably inferable from either the preliminary documents or any other previously furnished Contract Documents by a contractor of similar skill and experience as necessary for the proper, timely and orderly completion of the Work and is a material change in the quantity, quality, or programmatic requirements or other substantial deviation in the then current Contract Documents.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager must obtain at least three (3) separate bids from three separate contractors for the general contracting work for the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 Redevelopment Assistance Capital Project (RACP) grant.

§ 2.6.1 Construction Manager acknowledges that funding for this project is provided partially through a Redevelopment Assistance Capital Project (RACP) grant (the "Grant"). Compliance with all of the conditions, policies and requirement of the Grant is mandatory. A failure to comply could threaten funding for the Project and is a breach of this Agreement. The Construction Manager acknowledges and agrees that all of the requirements of the Grant shall be included in all construction contracts and sub-contracts and in all bidding and contracting documents. The contractors and subcontractor's compliance with these requirements shall be continuously monitored by the Construction Manager. The following subsections provide additional details on the RACP Grant requirements.

§ 2.6.2 **Pennsylvania Prevailing Wage Act, 43 P.S. § 1651 et seq.** All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act ("PWA"), which is incorporated by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to complete the Project. Each contract and subcontract must contain the current prevailing wage determination and each contractor and subcontractor working on the Project must submit weekly certified payrolls that demonstrate compliance with the PWA. The first and last certified payrolls must be notarized. The official PA Labor and Industry weekly payroll certification for public works projects must be used for reporting. This form is attached hereto as **Exhibit A**.

§ 2.6.3 Steel Products Procurement Act All steel used in the project is subject to the provisions, duties, obligations, remedies, and penalties of the Steel Products Procurement Act ("SPPA"), which is incorporated by reference as if fully set forth herein. A summary of the requirements of the SPPA is attached hereto as **Exhibit B**.

§ 2.6.4 Trade Practices Act. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.) ("TPA") the Construction Manager cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed on **Exhibit C** is not permitted. The Construction Manager's compliance with the TPA provision in no way relieves the Construction Manager of responsibility to comply with those provisions of the Grant and the SPPA that prohibit the use of foreign made steel and cast iron products.

§ 2.6.5 Americans with Disabilities Act. All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq ("ADA") which is incorporated herein by reference as if fully set forth herein. Pursuant to federal regulations promulgated under the authority of the ADA the Construction Manager understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Project or from activities provided for under any contracts and subcontracts. As a condition of accepting and executing the Grant, the Construction Manager agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts. The Construction Manager shall be responsible for and does hereby agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Construction Manager's failure to comply with the provisions of this subsection.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Sr. Project Manager 30 weeks @ 16/hrs/wk @ \$110/hr	\$52,800
Sr. Mechanical Engineer 30 weeks @ 8/hrs/wk @ \$105/hr	\$25,200
Project Manager 30 weeks @ 16/hrs/wk @ \$80/hr	\$38,400
Superintendent 4 weeks @ 40 hrs/wk @ \$90/hr	\$14,400
Misc. Expenses	\$10,000
Total Pre-Construction costs	\$174,400

Construction Manager acknowledges and agrees that Preconstruction costs shall not exceed \$174,400. Any savings under the \$174,400 sum shall accrue 100% to Owner.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

0 %

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Five Hundred Thousand Dollars and 00/100 lump sum fee.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 All rental equipment shall be charged at cost.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

All savings under the Guaranteed Maximum Price shall accrue 100% to the Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

Init.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 *Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval. (If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

The Construction Manager's personnel shall be paid hourly wages not to exceed the following:

Sr. Project Manager	\$110/hr
Sr. Mechanical Engineer	\$105/hr
Project Manager	\$80/hr
Superintendent	\$90/hr
General Superintendent	\$105/hr
Safety Director	\$80/hr
Project Administrator	\$50/hr

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which may be withheld in the Owner's sole discretion.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 Except as otherwise agreed to in writing by both parties, the Construction Manager must competitively bid any trade work that the Contractor wishes to perform with the Construction Manager's own forces or a related party.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. . All records must be maintained in accordance with generally accepted accounting principles, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis must have the same obligations to retain records and permit audits as required of the Construction Manager under this Section 6.11. If any inspection by the Owner of the Construction Manager's records as described herein reveals an overcharge, including without limitation any untimely request for payment, the Construction Manager must pay the Owner upon demand an amount equal to said overcharge. Any such amount not paid within ten (10) business days of demand therefor may be set off by the Owner against any payments due the Construction Manager. If such overcharge exceeds three percent (3%) of the actual cost, the Construction Manager shall pay all the costs incurred by the Owner in its inspection of records, and such amount if not paid within ten (10) business days after the Owner's demand may be set off against any payments due the Construction Manager from the Owner. The foregoing requirements will not apply to any charge that is the subject of a good faith dispute between Owner and Construction Manager.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to the required items, each Application for Payment shall be accompanied by (i) a conditional waiver and release upon progress payment from Contractor in form approved by the Owner, the payment for which is included within the applicable Application for Payment; (ii) a conditional waiver and receipt of progress payment from each first-tier Subcontractor, in form approved by the Owner, the payment for which is included within the applicable Application for Payment; and (iii) an Unconditional Waiver and Release Upon Progress Payment from Contractor and each first-tier Subcontractor, in form acceptable to the Owner, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the current Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the Construction Manager shall execute subcontracts in accordance with those agreements. Payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner has the option, but not the obligation, to reduce the retainage requirements of this Agreement, or release any portion of retainage prior to the date specified in the Contract Documents.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Application for Payment for the Cost of the Work has been submitted by the Construction Manager and reviewed by the Architect, and a final accounting for the Cost of the Work has been submitted by the Construction Manager to the Owner and the Owner's accountants; and
- .3 a final Certificate for Payment has then been issued by the Architect;
- .4 an Unconditional Waiver and Release Upon Progress Payment, in form acceptable to the Owner, from Construction Manager and each first-tier Subcontractor, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the applicable Application for Payment; a Conditional Waiver and Release Upon Final Payment, in form acceptable to Owner, has been received from Construction Manager; and an unconditional waiver and release upon final payment, each in form acceptable to Owner, has been received from each first-tier subcontractor; and
- .5 delivery by Construction Manager of (i) releases, in recordable form, of any mechanics' liens filed to date by Construction Manager, any Subcontractors, subsubcontractors, laborers or material providers in connection with the Work, or (ii) statutory release bonds with respect to any such liens, which release bonds have been issued by sureties reasonably acceptable to Owner, and have at the time of delivery to Owner, been duly recorded; and
- .6 final approval of all Work has been issued by all applicable governmental entities with respect to the Work; and
- .7 delivery by Construction Manager to Owner of all manuals, warranties, and as-built plans.

Provided the requirements for final payment specified in this Agreement and the General Conditions have all been satisfied, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007, *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 All claims, disputes and other matters in question between the Owner and the Construction Manager arising out of or relating to this Agreement or breach thereof shall be decided by a Court of Law in Lackawanna County or the Eastern District of Pennsylvania. Prior to litigation, the parties shall endeavor to settle disputes by mediation in accordance with Section 15.3 Mediation of A201-2007.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

| (Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above..

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§11.5.1 Should any Subcontractor, subsubcontractor, supplier or other person or entity furnishing work, materials or equipment in connection with the Project or any of them make, record, file or maintain any actions on or respecting a claim of mechanic's lien, stop notice, equitable lien, payment or performance bond or lis pendens relating to the Work, the Construction Manager shall within 72 hours following notice from the Owner, and at its own expense, procure, furnish and record appropriate statutory release bonds issued by bonding companies acceptable to Owner which will extinguish or expunge such lien, claim, stop notice or lis pendens.

§11.5.2 The Construction Manager makes the following representations and warranties, which will survive the termination of the Agreement, to the Owner as material inducements to the Owner to enter into the Agreement:

- (1) The Construction Manager is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (2) The Construction Manager is authorized to do business in the Commonwealth of Pennsylvania, and is properly licensed by all necessary authorities having jurisdiction over the Construction Manager and the Project;
- (3) The Construction Manager's duly authorized representative is familiar with the local conditions under which the Work will be performed and has correlated his observations with the requirements of the Contract Documents;
- (4) The Construction Manager is a large, sophisticated contractor, who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity and character of the Project, and will perform the work with the care, skill and diligence of such a Contractor.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

Init.

/

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified by the parties.
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the parties.
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Init.

/

Additions and Deletions Report for **AIA[®] Document A133[™] – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:54 on 09/13/2011.

PAGE 1

AGREEMENT made as of the day of in the year 2011

...

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

...

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 600
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

...

PNC Field
235 Montage Mountain Road, Moosic, PA.

...

EwingCole
Federal Reserve Bank Building
100 North 6th Street Philadelphia, PA 19106-1590

PAGE 5

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. All draws on the Construction Manager's contingency in excess of \$1,000.00 (One Thousand Dollars) must be approved in advance by the Owner and any such draws shall be broken out on the Construction Manager's monthly invoicing. Any contingency amounts included in the Guaranteed Maximum Price proposal and not drawn down during the performance of the Work shall be considered savings to revert 100% to the Owner.

...

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. By executing this Agreement and submitting the Guaranteed Maximum Price proposal, the Construction Manager represents and warrants that the Contract Documents (including the Preliminary Documents), materials and information furnished to the Owner as of the date of submission of the Guaranteed Maximum Price proposal and the ongoing discussions and meetings between the Construction Manager and the Owner and the Architect have described the scope, construction requirements, and actual building program and design (as specifically represented by said documents) of the Work in detail. The Construction Manager is not permitted to claim any adjustment in either the Guaranteed Maximum Price or Contract Time in connection with the completion of final drawings and specifications except for scope changes as defined herein. A "Scope Change" means Work described in supplemental documents which is not reasonably inferable from either the preliminary documents or any other previously furnished Contract Documents by a contractor of similar skill and experience as necessary for the proper, timely and orderly completion of the Work and is a material change in the quantity, quality, or programmatic requirements or other substantial deviation in the then current Contract Documents.

PAGE 6

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager must obtain at least three (3) separate bids from three separate contractors for the general contracting work for the Project. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 2.6 Redevelopment Assistance Capital Project (RACP) grant.

§ 2.6.1 Construction Manager acknowledges that funding for this project is provided partially through a Redevelopment Assistance Capital Project (RACP) grant (the "Grant"). Compliance with all of the conditions, policies and requirement of the Grant is mandatory. A failure to comply could threaten funding for the Project and is a breach of this Agreement. The Construction Manager acknowledges and agrees that all of the requirements of the Grant shall be included in all construction contracts and sub-contracts and in all bidding and contracting documents. The contractors and subcontractor's compliance with these requirements shall be continuously monitored by the Construction Manager. The following subsections provide additional details on the RACP Grant requirements.

§ 2.6.2 Pennsylvania Prevailing Wage Act, 43 P.S. § 1651 et seq. All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act ("PWA"), which is incorporated by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to complete the Project. Each contract and subcontract must contain the current prevailing wage determination and each contractor and subcontractor working on the Project must submit weekly certified payrolls that demonstrate compliance with the PWA. The first and last certified payrolls must be notarized. The official PA Labor and Industry weekly payroll certification for public works projects must be used for reporting. This form is attached hereto as **Exhibit A.**

§ 2.6.3 Steel Products Procurement Act All steel used in the project is subject to the provisions, duties, obligations, remedies, and penalties of the Steel Products Procurement Act ("SPPA"), which is incorporated by reference as if fully set forth herein. A summary of the requirements of the SPPA is attached hereto as **Exhibit B.**

§ 2.6.4 Trade Practices Act. In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.) ("TPA") the Construction Manager cannot and shall not use or permit to be used in the work any aluminum or

steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed on Exhibit C is not permitted. The Construction Manager's compliance with the TPA provision in no way relieves the Construction Manager of responsibility to comply with those provisions of the Grant and the SPPA that prohibit the use of foreign made steel and cast iron products.

§ 2.6.5 Americans with Disabilities Act. All contracts with contractors and subcontractors are subject to the provisions, duties, obligations, remedies, and penalties of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq ("ADA") which is incorporated herein by reference as if fully set forth herein. Pursuant to federal regulations promulgated under the authority of the ADA the Construction Manager understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Project or from activities provided for under any contracts and subcontracts . As a condition of accepting and executing the Grant, the Construction Manager agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts. The Construction Manager shall be responsible for and does hereby agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Construction Manager's failure to comply with the provisions of this subsection.

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§ 3.1.2~~Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.~~

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. ~~The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.~~

PAGE 9

~~The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™ 2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.~~

...

Sr. Project Manager 30 weeks @ 16/hrs/wk @ \$110/hr	\$52,800
Sr. Mechanical Engineer 30 weeks @ 8/hrs/wk @ \$105/hr	\$25,200
Project Manager 30 weeks @ 16/hrs/wk @ \$80/hr	\$38,400
Superintendent 4 weeks @ 40 hrs/wk @ \$90/hr	\$14,400
Misc. Expenses	\$10,000

Total Pre-Construction costs \$174,400

Construction Manager acknowledges and agrees that Preconstruction costs shall not exceed \$174,400. Any savings under the \$174,400 sum shall accrue 100% to Owner.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within eight (8) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

0 %

...

Five Hundred Thousand Dollars and 00/100 lump sum fee.

...

§ 5.1.4 ~~Rental rates for Construction Manager owned equipment shall not exceed~~ percent (— %) of the standard rate paid at the place of the Project. All rental equipment shall be charged at cost.

...

All savings under the Guaranteed Maximum Price shall accrue 100% to the Owner.

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§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior ~~approval.~~
(If approval. (If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

The Construction Manager's personnel shall be paid hourly wages not to exceed the following:

<u>Sr. Project Manager</u>	<u>\$110/hr</u>
<u>Sr. Mechanical Engineer</u>	<u>\$105/hr</u>
<u>Project Manager</u>	<u>\$80/hr</u>
<u>Superintendent</u>	<u>\$90/hr</u>
<u>General Superintendent</u>	<u>\$105/hr</u>
<u>Safety Director</u>	<u>\$80/hr</u>
<u>Project Administrator</u>	<u>\$50/hr</u>

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§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. ~~Self insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which ~~shall not be unreasonably withheld.~~ may be withheld in the Owner's sole discretion.

§ 6.10.2 ~~If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.~~ Except as otherwise agreed to in writing by both parties, the Construction Manager must competitively bid any trade work that the Contractor wishes to perform with the Construction Manager's own forces or a related party.

...

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. All records must be maintained in accordance with generally accepted accounting principles, consistently applied. Subcontractors retained by the Construction Manager on a cost-plus basis must have the same obligations to retain records and permit audits as required of the Construction Manager under this Section 6.11. If any inspection by the Owner of the Construction Manager's records as described herein reveals an overcharge, including without limitation any untimely request for payment, the Construction Manager must pay the Owner upon demand an amount equal to said overcharge. Any such amount not paid within ten (10) business days of demand therefor may be set off by the Owner against any payments due the Construction Manager. If such overcharge exceeds three percent (3%) of the actual cost, the Construction Manager shall pay all the costs incurred by the Owner in its inspection of records, and such amount if not paid within ten (10) business days after the Owner's demand may be set off against any payments due the Construction Manager from the Owner. The foregoing requirements will not apply to any charge that is the subject of a good faith dispute between Owner and Construction Manager.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

...

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to the required items, each Application for Payment shall be accompanied by (i) a conditional waiver and release upon progress payment from Contractor in form approved by the Owner, the payment for which is included within the applicable Application for Payment; (ii) a conditional waiver and receipt of progress payment from each first-tier Subcontractor, in form approved by the Owner, the payment for which is included within the applicable Application for Payment; and (iii) an Unconditional Waiver and Release Upon Progress Payment from Contractor and each first-tier Subcontractor, in form acceptable to the Owner, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the current Application for Payment.

...

- .3 Add the Construction Manager's Fee, less retainage of zero percent (0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;

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§ 7.1.8 The Owner and Construction Manager shall agree upon ~~(1)~~ a mutually acceptable procedure for review and approval of payments to ~~Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Subcontractors, and the~~ Construction Manager shall execute subcontracts in accordance with those agreements. Payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner has the option, but not the obligation, to reduce the retainage requirements of this Agreement, or release any portion of retainage prior to the date specified in the Contract Documents.

...

- ~~.2 the Construction Manager has submitted a final Application for Payment for the Cost of the Work has been submitted by the Construction Manager and reviewed by the Architect, and a final accounting for the Cost of the Work has been submitted by the Construction Manager to the Owner and the Owner's accountants; and~~
- ~~.3 a final Certificate for Payment has then been issued by the Architect;~~
- ~~.4 an Unconditional Waiver and Release Upon Progress Payment, in form acceptable to the Owner, from Construction Manager and each first-tier Subcontractor, the payment for which was made by the Owner pursuant to the Application for Payment immediately preceding the applicable Application for Payment; a Conditional Waiver and Release Upon Final Payment, in form acceptable to Owner, has been received from Construction Manager; and an unconditional waiver and release upon final payment, each in form acceptable to Owner, has been received from each first-tier subcontractor; and~~
- ~~.3 a final Certificate for Payment has been issued by the Architect.~~
- ~~.5 delivery by Construction Manager of (i) releases, in recordable form, of any mechanics' liens filed to date by Construction Manager, any Subcontractors, subsubcontractors, laborers or material providers in connection with the Work, or (ii) statutory release bonds with respect to any such liens, which release bonds have been issued by sureties reasonably acceptable to Owner, and have at the time of delivery to Owner, been duly recorded; and~~
- ~~.6 final approval of all Work has been issued by all applicable governmental entities with respect to the Work; and~~
- ~~.7 delivery by Construction Manager to Owner of all manuals, warranties, and as-built plans.~~

~~The~~ Provided the requirements for final payment specified in this Agreement and the General Conditions have all been satisfied, the Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment.

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For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document ~~A201-2007~~, A201-2007,

...

~~§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply. All claims, disputes and other matters in question between the Owner and the Construction Manager arising out of or relating to this Agreement or breach thereof shall be decided by a Court of Law in Lackawanna County or the Eastern District of Pennsylvania. Prior to litigation, the parties shall endeavor to settle disputes by mediation in accordance with Section 15.3 Mediation of A201-2007.~~

...

[] Litigation in a court of competent jurisdiction

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~~§ 9.3 Initial Decision Maker~~

~~The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

...

~~§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed above.~~

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§11.5.1 Should any Subcontractor, subsubcontractor, supplier or other person or entity furnishing work, materials or equipment in connection with the Project or any of them make, record, file or maintain any actions on or respecting a claim of mechanic's lien, stop notice, equitable lien, payment or performance bond or lis pendens relating to the Work, the Construction Manager shall within 72 hours following notice from the Owner, and at its own expense, procure, furnish and record appropriate statutory release bonds issued by bonding companies acceptable to Owner which will extinguish or expunge such lien, claim, stop notice or lis pendens.

§11.5.2 The Construction Manager makes the following representations and warranties, which will survive the termination of the Agreement, to the Owner as material inducements to the Owner to enter into the Agreement:

(1) The Construction Manager is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

(2) The Construction Manager is authorized to do business in the Commonwealth of Pennsylvania, and is properly licensed by all necessary authorities having jurisdiction over the Construction Manager and the Project;

(3) The Construction Manager's duly authorized representative is familiar with the local conditions under which the Work will be performed and has correlated his observations with the requirements of the Contract Documents;

(4) The Construction Manager is a large, sophisticated contractor, who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity and character of the Project, and will perform the work with the care, skill and diligence of such a Contractor.

PAGE 20

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum ~~Price~~Price, as modified by the parties.
- .2 AIA Document A201–2007, General Conditions of the Contract for ~~Construction~~Construction, as modified by the parties.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:05:54 on 09/13/2011 under Order No. 5912323413_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT 4
GMP AMENDMENT

See attached.



GMP AMENDMENT TABLE OF CONTENTS

Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM**

**3/23/12
REVISED 4/24/12**

DESCRIPTION

CURRENT DATE

ATTACHMENT “A”

“A-1” GMP ITEMIZED STATEMENT OF COSTS	Revised 4/24/12
“A-2” VE ITEMS LIST	Revised 3/26/12
“A-3” ASSUMPTIONS AND CLARIFICATIONS	Revised 3/27/12
“A-4” INTERIOR FINISH LEGEND AND ROOM FINISH SCHEDULE	3/26/12 & 3/27/12
“A-5” FF&E ITEM CLARIFICATION	Revised 3/27/12
“A-6” FOOD SERVICE GENERAL REQUIREMENTS	Revised 3/26/12

ATTACHMENT “B”

“B-1” ALLOWANCES	Revised 3/26/12
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ATTACHMENT “C”

“C-1” DRAWINGS AND SPECIFICATIONS	Revised 3/27/12
“C-2” DRAWING LIST	Revised 3/26/12
“C-3” SPECIFICATION LIST	Revised 3/26/12

ATTACHMENT “D”

“D-1” PROJECT SCHEDULE	Revised 4/23/12
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AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

PNC Field
235 Montage Mountain Road, Moosic, PA.

THE OWNER:

(Name, legal status and address)

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 800
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Article 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement (comprised of AIA Document A133-209 and AIA Document A201-2007, and all amendments thereto, all as modified and amended by the parties) to establish a Guaranteed Maximum Price, establish a schedule for completion of the Work, and as otherwise set forth herein. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is the Contract Sum and may not be exceeded for any reason other than the issuance by Owner of Change Orders as provided in the Agreement. The Contract Sum consists of the Contingency (available solely for costs incurred from expediting the Work, as further specified and limited by Article A.1.1.3 below) plus the Cost of the Work, as defined in Article 6 of this Agreement and amended below, plus General Conditions costs, as further defined and limited by Article A.1.1.1 below and

Attachment A.

§ A.1.1.1 The Contract Sum is the sum of (i) the Cost of the Work, as set forth in Article 6 of the Agreement and as further specified and amended in this Amendment, (ii) additional General Conditions costs not expressly included in the Cost of the Work (but specifically excluding the cost of utilities (including all hook-up and other fees and deposits) needed and/or used to perform the Work and to complete the construction of the Project), and (iii) the Contingency, in the fixed amount of \$250,000, available solely for costs incurred for expediting the Work (as further specified and limited by Article A.1.1.3 below), which Contract Sum is guaranteed by the Construction Manager not to exceed Thirty-Four Million Eight Hundred Thirty-Nine Thousand Eight Hundred Eleven and 00/100 DOLLARS (\$34,839,811.00), as further specified and broken down on a line-item basis in **Attachment A**, subject to additions and deductions solely by scope changes ordered by

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Owner and reflected by Owner approved Change Orders, as provided in the Contract Documents. Such Contract Sum is referred to in the Contract Documents as the Guaranteed Maximum Price, or "GMP." Notwithstanding any provisions of the Contract Documents to the contrary, costs which would cause the GMP to be exceeded for any reason other than the issuance by the Owner of Change Orders shall be paid for and be borne by Construction Manager without reimbursement by Owner. Construction Manager shall pay for and bear all costs in excess of the GMP to perform the Work and complete the Project. Construction Manager shall pay for all fees and deposits to perform the Work and construct the Project and all discounts shall accrue to the benefit of Owner. Additionally, Construction Manager acknowledges that upon Substantial Completion, which is fixed to occur on or before March 24, 2013(as provided below) and as to which date time shall be of the essence, it will be performing the Work in an operating baseball stadium admitting members of the general public as patrons as further set forth herein and the Contract Documents, and all costs associated with the same, subject only to the issuance of Change Orders, are included in the GMP.

§ A.1.1.2

(Paragraphs deleted)

The Guaranteed Maximum Price does not include the Construction Manager's Fee which is fixed at \$600,000 (as the same may be increased only by Change Orders issued after the execution of this Amendment and only after the total of such Change Orders exceeds the GMP by One Million and 00/100 DOLLARS (\$1,000,000.00), and in such event being at the rate of one and one-half percent (1.5%) of the Subcontract Costs, and Article 2.2.1 of the Agreement is hereby amended to provide that the Construction Manager's Fee is separate and distinct from the Contract Sum and shall not be included in the Guaranteed Maximum Price. In addition to the Construction Manager's Fee, provided Substantial Completion (as defined in Article 9.8, as such definition is amended by Article A.2.2.7 below) is achieved on or before the Guaranteed Substantial Completion Date of March 24, 2013, Owner shall pay Construction Manager at the time of Final Payment under Article 7.3 hereof a completion bonus of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00) (the "Completion Bonus").

§ A.1.1.3

(Paragraphs deleted)

Contingency. Article 2.2.4 of the Agreement is hereby deleted, and replaced by the following: The Guaranteed Maximum Price includes a "Contingency" in the amount of Two Hundred and Fifty Thousand and 00/100 DOLLARS (\$250,000.00) which will be available solely for the limited purpose of costs incurred for expediting the Work (including, but not limited to overtime, double shift work, employing additional subcontractors and expediting delivery of materials by air freight) in order to achieve Substantial Completion by the Guaranteed Substantial Completion Date of March 24, 2013 and for no other purpose. Construction Manager acknowledges and agrees that the costs of needed additional shifts and overtime to timely complete Substantial Completion may exceed the Contingency, and Construction Manager shall be responsible and pay for any such additional costs and such additional costs shall not result in an increase in the GMP or the Contingency. Prior to (when reasonably possible) and in any event, no later than ten (10) days after Construction Manager incurs any such costs which Construction Manager intends to charge against the Contingency as provided for herein, Construction Manager shall provide Owner and Architect with a written detailed breakdown of such charges, and all such charges shall be included in Applications for Payment as a specific line item. Owner and Architect shall have the right to withhold payment of charges against the Contingency when, after Owner's and Architect's review of such detailed cost breakdown, and only to the extent reasonably necessary to protect the Owner, in the Owner's or the Architect's opinion such cost is not warranted and/or properly documented. Any Contingency funds not used in accordance with this Article shall be included in the computation of Savings and shall revert 100% back to the Owner in accordance with the Agreement.

§ A.1.1.4

(Paragraphs deleted)

Construction Manager acknowledges and agrees that it has a fiduciary duty to prosecute the completion of the Project within the GMP and the Contract Time set forth in the Schedule shown on **Attachment D**. Construction Manager has provided the GMP based upon Construction Documents to be completed, subsequent to the execution of the Agreement and this Amendment. Construction Manager represents that the GMP is adequate to cover the Cost of the Work, and has included costs in its GMP in contemplation and expectation of the final design details and specifications in the eventual Final Plans and Specifications that are consistent with a first class quality level Project and consistent with the existing Contract Documents and drawings and specifications or reasonably inferable

therefrom. The finalization of the drawings and specifications includes all items that can be reasonably inferred or inferable from the above criteria as defined below in Article A.1.1.6.

(Table deleted)

§ A.1.1.5 Construction Manager acknowledges that the public funds for the Project have been raised and approved based on the Guaranteed Maximum Price provided for herein. Construction Manager shall not seek, nor shall Construction Manager be entitled to any additional funds over and above the amount of the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), plus the Construction Manager's Fee and Completion Bonus, if applicable, for any reason whatsoever. The Guaranteed Maximum Price and the Construction Manager's Fee constitute the total funds that are and shall be available for the Project, and Owner shall have no obligation to provide any funds over and above the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), the Construction Manager's Fee and the Completion Bonus, if applicable.

§ A.1.1.6 Owner's approval of the final design of the Project, any drawing, plan, specifications or other Contract Document shall not be deemed to be a statement or representation by the Owner that the drawing and specifications and other Contract Documents are all-inclusive. As a result, Construction Manager is responsible for, and the Construction Work includes, all work that is reasonably inferred or inferable from the drawings and specifications and other Contract Documents and is necessary to complete the Work. The term "reasonably inferred" or "reasonably inferable" takes into consideration the understanding of the Parties that not every detail or item of Work will be shown on the drawings or included in the specifications. Construction Manager shall not be entitled to an increase in the GMP due to the absence in the drawings and/or specifications of any detail or specification in the Contract Documents that may be required to complete the Project, or for any additional work which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete, operating first-class installation including all accessories and appurtenances, shall be provided whether or not detailed or specified, omitting only such parts as may be specifically excepted by the Owner or the Architect. For example, if an item or system is shown architecturally in a general manner, the Work shall automatically include Construction Manager's supplying and installing a complete first-class item or system, with all civil, structural, mechanical, electrical and plumbing (MEP) aspects and details of such item or system, whether or not such aspects or details are shown on the civil, structural or MEP drawings or specifications. In addition, if a system or item is shown on the civil, structural or MEP drawings and specifications, then the associated and necessary architectural and engineering features shall be provided based on the Construction Manager's experience as a first quality and class general contractor for this building type, and experience in general, to foresee the development of the design documents, coordination between, and sequencing of, the trades and final constructability expertise for cost and quality. In addition, it is understood that the drawings and specifications upon which Construction Manager formed the basis of the GMP include any and all amendments or enhancements made to the drawings and specifications by the Architect to ensure the Project is in compliance with the Americans with Disabilities Act (ADA); provided, however, that nothing herein shall be construed to require Construction Manager to insure, guarantee or certify that the drawings and specifications are ADA compliant.

(Table deleted)

§ A.1.1.7

(Paragraphs deleted)

Construction Manager confirms to SWB Yankees LLC that the Project descriptions and drawings provide sufficient detail so as to provide a GMP and construct the Project per the specifications and other elements associated with the Project. The Construction Manager confirms to SWB Yankees that they (A) have information and resources necessary for completion of the Project (B) have obtained all material and labor resources (or binding commitments therefore), and will obtain permits, approvals, licenses and other items necessary to complete the Project.

(Table deleted)

§ A.1.1.8 Itemized Statement of the Guaranteed Maximum Price. Provided in **Attachment A** is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

See **Attachment A**

(Table deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

The Guaranteed Maximum Price is based on the Alternates, if any, in **Attachment B**. Construction Manager agrees to bear the cost for any alternate or additional information or material required to fully and properly incorporate any alternate into the Work.

§ **A.1.1.10** Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

The Guaranteed Maximum Price is based on the Allowances, if any, in **Attachment B**. Construction Manager shall be responsible for procuring the best quality of materials and services for the best value at the lowest achievable cost. Construction Manager shall secure Owner's written approval before spending Allowance dollars.

(a) Unless otherwise provided in the Contract Documents:

- (1) Allowances shall cover the cost to Construction Manager of materials and equipment delivered at the site as specified in **Attachment B**;
- (2) whenever costs are more than or less than Allowances, the GMP shall be adjusted accordingly only by Owner approved Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the Allowances set forth on Attachment B; and (ii) changes in Construction Manager's costs. All such change orders are subject to Owner's prior written approval as set forth in the Contract Documents.

(b) Notwithstanding anything herein to the contrary, the Allowance for rock and unknown soil conditions set forth on **Attachment B** shall not be increased by any Change Order, and Construction Manager acknowledges and agrees that there will be no increase in the GMP for costs incurred over and above such Allowance for any subsurface or other unknown, concealed or differing conditions.

Item	Price (\$0.00)
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§ **A.1.1.11** Assumptions, if any, on which the Guaranteed Maximum Price is based:

See **Attachment A-3**. In the event there are inconsistencies or conflicts between this Amendment and the assumptions listed in **Attachment A-3**, this Amendment shall control.

§ **A.1.1.12** The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ **A.1.1.13** The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

The drawings and specifications (the "Drawings and Specifications") are set forth in **Attachment C** and in **Attachment C -1**. The parties agree that **Attachment C** hereto, dated as of the Effective Date of this Amendment, references drawings and specifications and addenda which are seventy-five percent (75%) complete, and that when the drawings and specifications and addenda have been finalized by the Architect and approved by Owner, the finalized documents will be designated on **Attachment C -1**. Construction Manager acknowledges that the Project includes those elements of the Work on the Final Drawings and Specifications to be issued and identified on **Attachment C -1**, and that the cost of said Work is included within the Guaranteed Maximum Price set forth herein. Construction Manager shall not claim a "Scope Change" as such term is defined in Article 2.2.6 based on the finalization of the drawings and specifications, and the Guaranteed Maximum Price shall not be increased as a result of the finalization of the drawings and specifications as identified on **Attachment C -1**. Notwithstanding anything herein to the contrary, should Owner issue a Owner approved Change Order which actually increases the scope of the Work, than Construction Manager shall be entitled to corresponding increase in the GMP, as provided for in the Contract Documents.

Section	Title	Date	Pages
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§ A.1.1.14 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
 See Article A.1.1.7 above, and **Attachment C** and **Attachment C -1** hereto.

Number	Title	Date
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§ A.1.1.15 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

All Contract Documents, as defined in Article 1.1 of the Agreement.

ARTICLE A.2

§ A.2.1 Schedule and Prosecution of Construction Work.

§ A.2.1.1 Schedule. The Construction Work shall be performed and completed in accordance with the Schedule attached hereto as **Attachment D**. A more detailed "critical path" Schedule shall be developed and updated as the Project progresses and such detailed Schedule and all updates to it approved by Owner shall be deemed to be part of **Attachment D**. The Schedule shall, at a minimum, show:

- (1) The Date of Commencement;
- (2) the early and late start and stop times for each major construction activity;
- (3) all "critical path" activities and their duration;
- (4) the sequencing of all procurement, approval, delivery and work activities;
- (5) the early and late order dates for all long lead time materials and equipment;
- (6) critical Owner and Architect decision dates;
- (7) the Guaranteed Substantial Completion Date (as defined below); and
- (8) the Guaranteed Final Completion Date (as defined below).

§ A.2.1.2 Construction Manager shall promptly provide to Owner and the Architect copies of the Schedule as revised. The Schedule shall (1) be revised by Construction Manager whenever there is a material variance in the progress of the Construction Work from the then-current Schedule and otherwise at appropriate intervals, but in no event less frequently than twice monthly, and (2) provide for expeditious and practicable execution of the Work.

Notwithstanding anything in the foregoing to the contrary, it is understood that in under no circumstances shall the Guaranteed Substantial Completion Date (as defined below) or the Guaranteed Final Completion Date(as defined below) be modified or extended without the express written consent of Owner and then only as a result of Owner's issuance of a scope change reflected in Owner approved Change Orders.

§ A.2.1.3 Construction Manager shall promptly provide summary schedules as required by Owner in a form and containing content as prescribed by Owner for any portion of the Work or all of the Work.

§ A.2.1.4 Construction Manager shall keep Owner informed on a periodic (but not less than monthly) basis, unless circumstances dictate the need to do so more frequently, as to actual progress made. Construction Manager shall provide Owner with full and complete access to all reports, logs and other systems in which Construction Manager records or notes the daily progress of the Construction Work. Construction Manager shall inform Owner of any material deviation from the Schedule which, in Construction Manager's good faith determination, is likely to cause a material delay in the Guaranteed Substantial Completion Date of the Project (as shown on the current Schedule), as soon as reasonably possible after such deviation becomes apparent to Construction Manager; provided however that no such notice shall extend the Guaranteed Substantial Completion Date (as defined below) nor excuse Construction Manager from timely performance of the Work.

§ A.2.2 Substantial Completion.

§ A.2.2.1 The Construction Work to be performed under the Contract Documents shall be commenced by Construction Manager on the Date of Commencement, and Construction Manager guarantees that the Construction

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Work shall be Substantially Complete (as defined in Article 9.8.1(a), as such definition is amended by Article A.2.2.8 below), on or before March 24, 2013 (the "Guaranteed Substantial Completion Date"); and Construction Manager guarantees that the Project shall be ready for opening as of April 4, 2013 (which date is the first scheduled home game to be played in the stadium); and Construction Manager guarantees that the Construction Work, and Construction Manager's obligations under the Contract Documents, shall be Finally Complete (as defined in Article 9.10, as such definition is amended by Article A.2.2.12 below) on or before the sixtieth (60th) day after the Guaranteed Substantial Completion Date (the "Guaranteed Final Completion Date").

§ A.2.2.2 Construction Manager hereby agrees and stipulates that time is of the essence to Owner under this Agreement, as to all dates on the critical path, including the Guaranteed Substantial Completion Date and the Guaranteed Final Completion Date set forth in Article A.2.2.1 and all critical path dates set forth on the Schedule.

§ A.2.2.3 Prosecution of the Construction Work. Construction Manager shall perform the Construction Work so that the portion of the Construction Work completed at any point in time shall not be less than as required by the Schedule and the portion of the Contract Sum (GMP) remaining to be disbursed will be sufficient to complete the Work, failing which Construction Manager shall be responsible to accelerate the Work at its sole cost to meet the Schedule and shall pay for Work remaining to be performed until such time when the balance of the Contract Sum/GMP remaining to be disbursed is sufficient to complete the Work, all as determined by Owner.

§ A.2.2.4 Excusable Delay. An "Excusable Delay" means an actual delay of the Work activities on the critical path to the extent resulting from Force Majeure (defined **solely** as an act of terrorism in Scranton/Wikes-Barre, in each case only to the extent the event in question is beyond the reasonable control of and without the acts or omissions of Construction Manager, any Subcontractor or their respective employees and agents). It is expressly stated and acknowledged that no adverse weather event, strike, labor disharmony, shortage of materials or labor, or other occurrence of any kind shall be considered an Excusable Delay under the Agreement, nor shall there be any extension of time for late design, unclear design, design error or internal requests for more information or miscommunication delays between the Architect and Construction Manager. Notwithstanding anything in the Agreement to the contrary, and with the exception of delays caused by the gross negligence or willful misconduct of the Owner or Architect, any delay other than an Excusable Delay is an "Inexcusable Delay".

§ A.2.2.5 In the event of an Excusable Delay, Owner shall, at Owner's option, either: (i) authorize an equitable extension in the Schedule, including an equitable extension of any applicable Guaranteed Substantial Completion Date, to account for such delay; (ii) decrease the scope of Work; or (iii) request that Construction Manager prepare and implement a recovery schedule for Owner's review and approval showing how (if possible) Construction Manager can achieve Substantial Completion of the Project by the Guaranteed Substantial Completion Date, and issue a corresponding Change Order for any necessary adjustment to the GMP.

§ A.2.2.6 Inexcusable Delay. In the event of an Inexcusable Delay, Construction Manager shall prepare and submit to Owner a recovery schedule for Owner's review and approval showing how Construction Manager will compensate for the delay, accelerate the Work and achieve Substantial Completion and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, regardless of the occurrence of an Inexcusable Delay. Construction Manager acknowledges and accepts responsibility to achieve Substantial and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, and to use all means and best efforts necessary to do so, at no increase in the GMP, including, but not limited to overtime, double shift work, employing additional Subcontractors and expediting delivery of materials by air freight. In furtherance of the foregoing it is agreed that Owner shall not be liable to Construction Manager or any Subcontractor for claims or damages of a monetary or any other nature caused by or arising out of delays or hindrances contemplated or not contemplated and foreseen or not foreseen at the signing of the Agreement or this Amendment.

§ A.2.2.7 Construction Manager acknowledges that in no event shall an Inexcusable Delay allow for any adjustment whatsoever of the GMP, provided, however, that direct costs incurred from expediting the Work to recover from both an Excusable or Inexcusable delay may be charged against the Contingency, as set forth in Article A.1.1.3.

§ A.2.2.8 For purposes of this Agreement, "Substantial Completion" is, in addition to the other provisions and requirements in the Contract Documents, the point at which the Work has been fully and finally completed in strict compliance with the Contract Documents such that (1) Owner, Owner's Lessee, SWB Yankees LLC, their respective guests, invitees and the public can fully and freely occupy, utilize and enjoy the entire Project as a high quality minor

league baseball stadium without hardship (i.e., there shall be no ongoing construction on any portion of the Project that would materially adversely affect guests, invitees and the public from fully occupying, utilizing and enjoying the Project and the only items outstanding shall be items which will not individually or in the aggregate impair the fan experience of the Project's guests, invitees and the public); (2) all normal means of ingress and egress are clear of obstruction; (3) all fire life safety systems are complete and operable; (4) all site work has been completed and is viable; (5) all elevators are in operation, have certificates of use, are in compliance with the requirements of the drawings and specifications, have operable telephones and are in compliance with Applicable Law; (6) all mechanical, plumbing and electrical systems are complete and operable; and (6) Construction Manager shall have obtained all final inspections and Certificates of Occupancy for the Project.

§ A.2.2.9 Notwithstanding anything to the contrary herein, Construction Manager acknowledges that certain areas of the Project will need to be made available to Owner and SWB Yankees LLC prior to Substantial Completion (and after Substantial Completion as further set forth below) in order to allow Owner and SWB Yankees LLC to undertake certain "Pre-Opening Activities" in anticipation of the first home game. To the extent commercially reasonable, Construction Manager shall turn over such areas to Owner and Lessee for such use by Owner and SWB Yankees LLC's contractors, employees and agents. Immediately prior to such Owner and SWB Yankees LLC use of the Project for "Pre-Opening Activities", Owner and Construction Manager shall jointly inspect the area to be used in order to determine and record the condition of the Work therein. Owner and SWB Yankees LLC's use or occupancy of any portion of the Project prior to or after the Date of Substantial Completion shall not constitute or be deemed to constitute acceptance of the Work; provided, however, Construction Manager shall not be liable to fix or correct any damage to the Project that is solely caused by such Owner or SWB Yankees LLC use or occupancy prior to Final Completion.

§ A.2.2.10 **Liquidated Damages for Delay.** In the event Construction Manager does not achieve Substantial Completion of the Construction Work on or before the Guaranteed Substantial Completion Date, then Construction Manager shall pay to Owner, or at Owner's discretion Owner shall withhold from all payments, in addition to Retainage, as Liquidated Damages, and not as a penalty, the sum of \$5,000 per day for each day after the Guaranteed Substantial Completion Date, up to and until the date the Project actually achieves Substantial Completion as defined in Article A.2.2.8; provided, however, that sum of liquidated damages for days a home game is scheduled to be played at the stadium shall be \$10,000 for the first seven (7) scheduled home games in the 2013 season (i.e., liquidated damages for the day of the opening home game on April 4, 2013, and for the day of each of the following nine (9) home games shall be calculated at a rate of \$10,000 per day, not \$5,000), and \$20,000 for each scheduled home game thereafter (i.e., liquidated damages for the day of the eleventh (11th) home game and for the day of every home game thereafter shall be calculated at a rate of \$20,000 per day, not \$5,000). Such Liquidated Damages shall not affect Owner's termination and suspension rights under this Agreement and rights to claim damages from such termination or other breach of contract claims not relating to delay breaches. Notwithstanding Owner's withholding of such Liquidated Damages, Construction Manager shall continue to diligently prosecute the Work and make progress towards its completion. It is understood and agreed by the Parties that the terms, conditions and amounts fixed pursuant to this Article do not constitute a penalty and are reasonable considering the damages that Owner shall sustain in the event of Construction Manager's failure to cause Substantial Completion to occur on or before the Guaranteed Substantial Completion Date. This amount is fixed as liquidated damages because of the difficulty of ascertaining the exact amount of the damages that will be sustained by Owner by reason of any such failure, and the amount shall be applicable regardless of the actual amount of damages sustained by Owner by reason of any such failure.

§ A.2.2.11 Construction Manager: (i) acknowledges that prior to the Substantial Completion Date it will be working in and on a Project that is used for "Pre-Opening Activities" by Owner and Lessee as set forth in Article A.2.2.9 above, and further; (ii) acknowledges that after the Substantial Completion Date it will be working in and on a Project that is occupied and used by Owner and Lessee as well as by guests, invitees and the public; (iii) covenants that it shall perform and coordinate all Work in a manner that will not interfere with or disturb such use or occupancy; and (iv) acknowledges that the costs associated with doing so are included in the GMP.

§ A.2.2.12 "Final Completion" is the point at which all of the Work, including all Punch-List items on all Punch-Lists, has been fully and finally performed, completed and approved by Owner and all governmental or quasi-governmental authorities in accordance with the terms and conditions of this Agreement, all of the Contract Documents and all Applicable Law; final versions of all of as-built drawings, waivers of lien, warranties and other deliverables have been delivered to Owner; and the Project is open to the public; except for Design-Builder's

responsibility to correct Work not then identified as defective as provided in Article 12 of the Agreement and to satisfy its warranty, guarantee, and other requirements, which extend beyond Final Completion.

ARTICLE A.3 Amendments to the Agreement

§ A.3.1 As consideration for the amendments and modifications to the Agreement provided for herein, Article 5.1.1 of the Agreement shall be modified to provided that the Construction Manager's Fee shall be the lump sum of Six Hundred Thousand and 00/00 Dollars.

§ A.3.2 The parties agree that in addition to retainage of 10% for Costs of the Work self performed by Construction Manager and as Cost of the Work payable to Subcontractors provided in the Agreement, the 10% retainage shall also apply to the Construction Manager's Fee and to the portions of the Cost of the Work comprising "general conditions costs" payable to Construction Manager for the performance of the Work under the Agreement.

§ A.3.3 Article 11.1.8 shall be revised to insert SWB Yankees LLC as an additional insured.

§ A.3.4 Article 11.3.7 shall be revised so that the first clause reads: "The Owner, SWB Yankees LLC, and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other...."with the intent being that SWB Yankees LLC shall be an additional party to the waiver of subrogation clause.

§ A.3.5 Conflict between Agreement and other Contract Documents. In the event that there is conflict between the provision of this Amendment and any of the Attachments hereto, or any other of the Contract Documents, the provisions of this Amendment shall control.

§ A.3.6 SWB Yankees LLC shall be an express third party beneficiary of this Agreement to the extent that it may recover damages against the Construction Manager on account of any breach or default by the Construction Manager under this Agreement. In addition, SWB Yankees LLC may propose and approve Change Orders as if it were the Owner, without limitation of Owner's right (as between the Owner and SWB Yankees LLC) to veto the inclusion of such Change Orders to the Project scope under the terms of the lease agreement between the Owner and SWB Yankees LLC. Notwithstanding the foregoing two sentences, it is expressly understood and agreed that SWB Yankees LLC is not a party to this Agreement, and nothing herein be construed to create any obligation on the part of SWB Yankees LLC to perform under this Agreement.

–See attached digital signatures page–

OWNER *(Signature)*

(Printed name and title)

–See attached digital signatures page–

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Digital Signatures Page



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Additions and Deletions Report for AIA[®] Document A133[™] – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

PNC Field
235 Montage Mountain Road, Moosic, PA.

...

The Multi-Purpose Stadium Authority of Lackawanna County
200 Adams Avenue, 6th Floor
Scranton, PA 18503

...

Alvin H. Butz, Inc.
840 Hamilton Street, Suite 800
P.O. Box 509
Allentown, PA 18105-0509
Phone: 610-395-6871
Fax: 610-395-3363

...

Pursuant to ~~Section Article~~ 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement ~~to establish a Guaranteed Maximum Price (comprised of AIA Document A133-209 and AIA Document A201-2007, and all amendments thereto, all as modified and amended by the parties) to establish a Guaranteed Maximum Price, establish a schedule for completion of the Work, and as otherwise set forth herein.~~ As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee the Contract Sum and may not be exceeded for any reason other than the issuance by Owner of Change Orders as provided in the Agreement. The Contract Sum consists of the Contingency (available solely for costs incurred from expediting the Work, as further specified and limited by Article A.1.1.3 below) plus the Cost of the Work, as that term is defined in Article 6 of this Agreement. ~~Agreement and amended below, plus General Conditions costs, as further defined and limited by Article A.1.1.1 below and Attachment A.~~

§ A.1.1.1 The Contract Sum is the sum of (i) the Cost of the Work, as set forth in Article 6 of the Agreement and as further specified and amended in this Amendment, (ii) additional General Conditions costs not expressly included in the Cost of the Work (but specifically excluding the cost of utilities (including all hook-up and other fees and deposits) needed and/or used to perform the Work and to complete the construction of the Project), and (iii) the Contingency, in the fixed amount of \$250,000, available solely for costs incurred for expediting the Work (as further specified and limited by Article A.1.1.3 below), which Contract Sum is guaranteed by the Construction Manager not to exceed (\$—), subject to additions and deductions by Change Order Thirty-Four Million Eight Hundred Thirty-Nine Thousand Eight Hundred Eleven and 00/100 DOLLARS (\$34,839,811.00), as further specified and broken down on a line-item basis in Attachment A, subject to additions and deductions solely by scope changes ordered by Owner and reflected by Owner approved Change Orders, as provided in the Contract Documents. Such Contract Sum is referred to in the

Contract Documents as the Guaranteed Maximum Price, or "GMP." Notwithstanding any provisions of the Contract Documents to the contrary, costs which would cause the GMP to be exceeded for any reason other than the issuance by the Owner of Change Orders shall be paid for and be borne by Construction Manager without reimbursement by Owner. Construction Manager shall pay for and bear all costs in excess of the GMP to perform the Work and complete the Project. Construction Manager shall pay for all fees and deposits to perform the Work and construct the Project and all discounts shall accrue to the benefit of Owner. Additionally, Construction Manager acknowledges that upon Substantial Completion, which is fixed to occur on or before March 24, 2013(as provided below) and as to which date time shall be of the essence, it will be performing the Work in an operating baseball stadium admitting members of the general public as patrons as further set forth herein and the Contract Documents, and all costs associated with the same, subject only to the issuance of Change Orders, are included in the GMP.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. ~~Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide below or reference an attachment.)~~

The Guaranteed Maximum Price does not include the Construction Manager's Fee which is fixed at \$600,000 (as the same may be increased only by Change Orders issued after the execution of this Amendment and only after the total of such Change Orders exceeds the GMP by One Million and 00/100 DOLLARS (\$1,000,000.00), and in such event being at the rate of one and one-half percent (1.5%) of the Subcontract Costs, and Article 2.2.1 of the Agreement is hereby amended to provide that the Construction Manager's Fee is separate and distinct from the Contract Sum and shall not be included in the Guaranteed Maximum Price. In addition to the Construction Manager's Fee, provided Substantial Completion (as defined in Article 9.8, as such definition is amended by Article A.2.2.7 below) is achieved on or before the Guaranteed Substantial Completion Date of March 24, 2013, Owner shall pay Construction Manager at the time of Final Payment under Article 7.3 hereof a completion bonus of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00) (the "Completion Bonus").

§ A.1.1.3 ~~The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)~~

Contingency. Article 2.2.4 of the Agreement is hereby deleted, and replaced by the following: The Guaranteed Maximum Price includes a "Contingency" in the amount of Two Hundred and Fifty Thousand and 00/100 DOLLARS (\$250,000.00) which will be available solely for the limited purpose of costs incurred for expediting the Work (including, but not limited to overtime, double shift work, employing additional subcontractors and expediting delivery of materials by air freight) in order to achieve Substantial Completion by the Guaranteed Substantial Completion Date of March 24, 2013 and for no other purpose. Construction Manager acknowledges and agrees that the costs of needed additional shifts and overtime to timely complete Substantial Completion may exceed the Contingency, and Construction Manager shall be responsible and pay for any such additional costs and such additional costs shall not result in an increase in the GMP or the Contingency. Prior to (when reasonably possible) and in any event, no later than ten (10) days after Construction Manager incurs any such costs which Construction Manager intends to charge against the Contingency as provided for herein, Construction Manager shall provide Owner and Architect with a written detailed breakdown of such charges, and all such charges shall be included in Applications for Payment as a specific line item. Owner and Architect shall have the right to withhold payment of charges against the Contingency when, after Owner's and Architect's review of such detailed cost breakdown, and only to the extent reasonably necessary to protect the Owner, in the Owner's or the Architect's opinion such cost is not warranted and/or properly documented. Any Contingency funds not used in accordance with this Article shall be included in the computation of Savings and shall revert 100% back to the Owner in accordance with the Agreement.

§ A.1.1.4 ~~Allowances included in the Guaranteed Maximum Price, if any: (Identify allowance and state exclusions, if any, from the allowance price.)~~

Construction Manager acknowledges and agrees that it has a fiduciary duty to prosecute the completion of the Project within the GMP and the Contract Time set forth in the Schedule shown on **Attachment D**. Construction Manager has provided the GMP based upon Construction Documents to be completed, subsequent to the execution of the Agreement and this Amendment. Construction Manager represents that the GMP is adequate to cover the Cost of the Work, and has included costs in its GMP in contemplation and expectation of the final design details and

specifications in the eventual Final Plans and Specifications that are consistent with a first class quality level Project and consistent with the existing Contract Documents and drawings and specifications or reasonably inferable therefrom. The finalization of the drawings and specifications includes all items that can be reasonably inferred or inferable from the above criteria as defined below in Article A.1.1.6.

Item	Price (\$0.00)
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§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Construction Manager acknowledges that the public funds for the Project have been raised and approved based on the Guaranteed Maximum Price provided for herein. Construction Manager shall not seek, nor shall Construction Manager be entitled to any additional funds over and above the amount of the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), plus the Construction Manager's Fee and Completion Bonus, if applicable, for any reason whatsoever. The Guaranteed Maximum Price and the Construction Manager's Fee constitute the total funds that are and shall be available for the Project, and Owner shall have no obligation to provide any funds over and above the Guaranteed Maximum Price (as adjusted for Owner-approved Change Orders), the Construction Manager's Fee and the Completion Bonus, if applicable.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Owner's approval of the final design of the Project, any drawing, plan, specifications or other Contract Document shall not be deemed to be a statement or representation by the Owner that the drawing and specifications and other Contract Documents are all-inclusive. As a result, Construction Manager is responsible for, and the Construction Work includes, all work that is reasonably inferred or inferable from the drawings and specifications and other Contract Documents and is necessary to complete the Work. The term "reasonably inferred" or "reasonably inferable" takes into consideration the understanding of the Parties that not every detail or item of Work will be shown on the drawings or included in the specifications. Construction Manager shall not be entitled to an increase in the GMP due to the absence in the drawings and/or specifications of any detail or specification in the Contract Documents that may be required to complete the Project, or for any additional work which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete, operating first-class installation including all accessories and appurtenances, shall be provided whether or not detailed or specified, omitting only such parts as may be specifically excepted by the Owner or the Architect. For example, if an item or system is shown architecturally in a general manner, the Work shall automatically include Construction Manager's supplying and installing a complete first-class item or system, with all civil, structural, mechanical, electrical and plumbing (MEP) aspects and details of such item or system, whether or not such aspects or details are shown on the civil, structural or MEP drawings or specifications. In addition, if a system or item is shown on the civil, structural or MEP drawings and specifications, then the associated and necessary architectural and engineering features shall be provided based on the Construction Manager's experience as a first quality and class general contractor for this building type, and experience in general, to foresee the development of the design documents, coordination between, and sequencing of, the trades and final constructability expertise for cost and quality. In addition, it is understood that the drawings and specifications upon which Construction Manager formed the basis of the GMP include any and all amendments or enhancements made to the drawings and specifications by the Architect to ensure the Project is in compliance with the Americans with Disabilities Act (ADA); provided, however, that nothing herein shall be construed to require Construction Manager to insure, guarantee or certify that the drawings and specifications are ADA compliant.

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Construction Manager confirms to SWB Yankees LLC that the Project descriptions and drawings provide sufficient detail so as to provide a GMP and construct the Project per the specifications and other elements associated with the Project. The Construction Manager confirms to SWB Yankees that they (A) have information and resources necessary for completion of the Project (B) have obtained all material and labor resources (or binding commitments therefore), and will obtain permits, approvals, licenses and other items necessary to complete the Project.

Section	Title	Date	Pages
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~~§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:~~ **Itemized Statement of the Guaranteed Maximum Price.** Provided in **Attachment A** is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates and other items that comprise the Guaranteed Maximum Price. *(Either list the Drawings here, or refer to an exhibit attached to this Agreement.) (Provide below or reference an attachment.)*

See **Attachment A**

Number	Title	Date
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~~§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:~~ **on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:** *(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

The Guaranteed Maximum Price is based on the Alternates, if any, in **Attachment B**. Construction Manager agrees to bear the cost for any alternate or additional information or material required to fully and properly incorporate any alternate into the Work.

§ A.1.1.10 Allowances included in the Guaranteed Maximum Price, if any: *(Identify allowance and state exclusions, if any, from the allowance price.)*

The Guaranteed Maximum Price is based on the Allowances, if any, in **Attachment B**. Construction Manager shall be responsible for procuring the best quality of materials and services for the best value at the lowest achievable cost. Construction Manager shall secure Owner's written approval before spending Allowance dollars.

(a) Unless otherwise provided in the Contract Documents:

(1) Allowances shall cover the cost to Construction Manager of materials and equipment delivered at the site as specified in **Attachment B**;

(2) whenever costs are more than or less than Allowances, the GMP shall be adjusted accordingly only by Owner approved Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the Allowances set forth on Attachment B; and (ii) changes in Construction Manager's costs. All such change orders are subject to Owner's prior written approval as set forth in the Contract Documents.

(b) Notwithstanding anything herein to the contrary, the Allowance for rock and unknown soil conditions set forth on **Attachment B** shall not be increased by any Change Order, and Construction Manager acknowledges and agrees that there will be no increase in the GMP for costs incurred over and above such Allowance for any subsurface or other unknown, concealed or differing conditions.

Item	Price (\$0.00)
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§ A.1.1.11 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See **Attachment A-3**. In the event there are inconsistencies or conflicts between this Amendment and the assumptions listed in **Attachment A-3**, this Amendment shall control.

§ A.1.1.12 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ A.1.1.13 The Guaranteed Maximum Price is based upon the following Specifications:

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User Notes:

(1732723833)

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

The drawings and specifications (the "Drawings and Specifications") are set forth in **Attachment C** and in **Attachment C -1**. The parties agree that **Attachment C** hereto, dated as of the Effective Date of this Amendment, references drawings and specifications and addenda which are seventy-five percent (75%) complete, and that when the drawings and specifications and addenda have been finalized by the Architect and approved by Owner, the finalized documents will be designated on **Attachment C -1**. Construction Manager acknowledges that the Project includes those elements of the Work on the Final Drawings and Specifications to be issued and identified on **Attachment C -1**, and that the cost of said Work is included within the Guaranteed Maximum Price set forth herein. Construction Manager shall not claim a "Scope Change" as such term is defined in Article 2.2.6 based on the finalization of the drawings and specifications, and the Guaranteed Maximum Price shall not be increased as a result of the finalization of the drawings and specifications as identified on **Attachment C -1**. Notwithstanding anything herein to the contrary, should Owner issue a Owner approved Change Order which actually increases the scope of the Work, than Construction Manager shall be entitled to corresponding increase in the GMP, as provided for in the Contract Documents.

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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§ A.1.1.14 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Article A.1.1.7 above, and **Attachment C** and **Attachment C -1** hereto.

<u>Number</u>	<u>Title</u>	<u>Date</u>
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§ A.1.1.15 The Guaranteed Maximum Price is based upon the following other documents and information:

PAGE 5

All Contract Documents, as defined in Article 1.1 of the Agreement.

...

§ A.2.1 ~~The anticipated date of Substantial Completion established by this Amendment:~~ **Schedule and Prosecution of Construction Work.**

§ A.2.1.1 Schedule. The Construction Work shall be performed and completed in accordance with the Schedule attached hereto as **Attachment D**. A more detailed "critical path" Schedule shall be developed and updated as the Project progresses and such detailed Schedule and all updates to it approved by Owner shall be deemed to be part of **Attachment D**. The Schedule shall, at a minimum, show:

- (1) The Date of Commencement;
- (2) the early and late start and stop times for each major construction activity;
- (3) all "critical path" activities and their duration;
- (4) the sequencing of all procurement, approval, delivery and work activities;
- (5) the early and late order dates for all long lead time materials and equipment;
- (6) critical Owner and Architect decision dates;
- (7) the Guaranteed Substantial Completion Date (as defined below); and
- (8) the Guaranteed Final Completion Date (as defined below).

§ A.2.1.2 Construction Manager shall promptly provide to Owner and the Architect copies of the Schedule as revised. The Schedule shall (1) be revised by Construction Manager whenever there is a material variance in the progress of the Construction Work from the then-current Schedule and otherwise at appropriate intervals, but in no event less frequently than twice monthly, and (2) provide for expeditious and practicable execution of the Work.

Notwithstanding anything in the foregoing to the contrary, it is understood that in under no circumstances shall the Guaranteed Substantial Completion Date (as defined below) or the Guaranteed Final Completion Date (as defined below) be modified or extended without the express written consent of Owner and then only as a result of Owner's issuance of a scope change reflected in Owner approved Change Orders.

§ A.2.1.3 Construction Manager shall promptly provide summary schedules as required by Owner in a form and containing content as prescribed by Owner for any portion of the Work or all of the Work.

§ A.2.1.4 Construction Manager shall keep Owner informed on a periodic (but not less than monthly) basis, unless circumstances dictate the need to do so more frequently, as to actual progress made. Construction Manager shall provide Owner with full and complete access to all reports, logs and other systems in which Construction Manager records or notes the daily progress of the Construction Work. Construction Manager shall inform Owner of any material deviation from the Schedule which, in Construction Manager's good faith determination, is likely to cause a material delay in the Guaranteed Substantial Completion Date of the Project (as shown on the current Schedule), as soon as reasonably possible after such deviation becomes apparent to Construction Manager; provided however that no such notice shall extend the Guaranteed Substantial Completion Date (as defined below) nor excuse Construction Manager from timely performance of the Work.

§ A.2.2 Substantial Completion.

§ A.2.2.1 The Construction Work to be performed under the Contract Documents shall be commenced by Construction Manager on the Date of Commencement, and Construction Manager guarantees that the Construction Work shall be Substantially Complete (as defined in Article 9.8.1(a), as such definition is amended by Article A.2.2.8 below), on or before March 24, 2013 (the "Guaranteed Substantial Completion Date"); and Construction Manager guarantees that the Project shall be ready for opening as of April 4, 2013 (which date is the first scheduled home game to be played in the stadium); and Construction Manager guarantees that the Construction Work, and Construction Manager's obligations under the Contract Documents, shall be Finally Complete (as defined in Article 9.10, as such definition is amended by Article A.2.2.12 below) on or before the sixtieth (60th) day after the Guaranteed Substantial Completion Date (the "Guaranteed Final Completion Date").

§ A.2.2.2 Construction Manager hereby agrees and stipulates that time is of the essence to Owner under this Agreement, as to all dates on the critical path, including the Guaranteed Substantial Completion Date and the Guaranteed Final Completion Date set forth in Article A.2.2.1 and all critical path dates set forth on the Schedule.

§ A.2.2.3 Prosecution of the Construction Work. Construction Manager shall perform the Construction Work so that the portion of the Construction Work completed at any point in time shall not be less than as required by the Schedule and the portion of the Contract Sum (GMP) remaining to be disbursed will be sufficient to complete the Work, failing which Construction Manager shall be responsible to accelerate the Work at its sole cost to meet the Schedule and shall pay for Work remaining to be performed until such time when the balance of the Contract Sum/GMP remaining to be disbursed is sufficient to complete the Work, all as determined by Owner.

§ A.2.2.4 Excusable Delay. An "Excusable Delay" means an actual delay of the Work activities on the critical path to the extent resulting from Force Majeure (defined **solely** as an act of terrorism in Scranton/Wikes-Barre, in each case only to the extent the event in question is beyond the reasonable control of and without the acts or omissions of Construction Manager, any Subcontractor or their respective employees and agents). It is expressly stated and acknowledged that no adverse weather event, strike, labor disharmony, shortage of materials or labor, or other occurrence of any kind shall be considered an Excusable Delay under the Agreement, nor shall there be any extension of time for late design, unclear design, design error or internal requests for more information or miscommunication delays between the Architect and Construction Manager. Notwithstanding anything in the Agreement to the contrary, and with the exception of delays caused by the gross negligence or willful misconduct of the Owner or Architect, any delay other than an Excusable Delay is an "Inexcusable Delay".

§ A.2.2.5 In the event of an Excusable Delay, Owner shall, at Owner's option, either: (i) authorize an equitable extension in the Schedule, including an equitable extension of any applicable Guaranteed Substantial Completion Date, to account for such delay; (ii) decrease the scope of Work; or (iii) request that Construction Manager prepare and implement a recovery schedule for Owner's review and approval showing how (if possible) Construction Manager can achieve Substantial Completion of the Project by the Guaranteed Substantial Completion Date, and issue a corresponding Change Order for any necessary adjustment to the GMP.

§ A.2.2.6 Inexcusable Delay. In the event of an Inexcusable Delay, Construction Manager shall prepare and submit to Owner a recovery schedule for Owner's review and approval showing how Construction Manager will compensate for

the delay, accelerate the Work and achieve Substantial Completion and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, regardless of the occurrence of an Inexcusable Delay. Construction Manager acknowledges and accepts responsibility to achieve Substantial and Final Completion of the Project by the Guaranteed Substantial Completion and Guaranteed Final Completion Dates, and to use all means and best efforts necessary to do so, at no increase in the GMP, including, but not limited to overtime, double shift work, employing additional Subcontractors and expediting delivery of materials by air freight. In furtherance of the foregoing it is agreed that Owner shall not be liable to Construction Manager or any Subcontractor for claims or damages of a monetary or any other nature caused by or arising out of delays or hindrances contemplated or not contemplated and foreseen or not foreseen at the signing of the Agreement or this Amendment.

§ A.2.2.7 Construction Manager acknowledges that in no event shall an Inexcusable Delay allow for any adjustment whatsoever of the GMP, provided, however, that direct costs incurred from expediting the Work to recover from both an Excusable or Inexcusable delay may be charged against the Contingency, as set forth in Article A.1.1.3.

§ A.2.2.8 For purposes of this Agreement, "Substantial Completion" is, in addition to the other provisions and requirements in the Contract Documents, the point at which the Work has been fully and finally completed in strict compliance with the Contract Documents such that (1) Owner, Owner's Lessee, SWB Yankees LLC, their respective guests, invitees and the public can fully and freely occupy, utilize and enjoy the entire Project as a high quality minor league baseball stadium without hardship (i.e. there shall be no ongoing construction on any portion of the Project that would materially adversely affect guests, invitees and the public from fully occupying, utilizing and enjoying the Project and the only items outstanding shall be items which will not individually or in the aggregate impair the fan experience of the Project's guests, invitees and the public); (2) all normal means of ingress and egress are clear of obstruction; (3) all fire life safety systems are complete and operable; (4) all site work has been completed and is viable; (5) all elevators are in operation, have certificates of use, are in compliance with the requirements of the drawings and specifications, have operable telephones and are in compliance with Applicable Law; (6) all mechanical, plumbing and electrical systems are complete and operable; and (6) Construction Manager shall have obtained all final inspections and Certificates of Occupancy for the Project.

§ A.2.2.9 Notwithstanding anything to the contrary herein, Construction Manager acknowledges that certain areas of the Project will need to be made available to Owner and SWB Yankees LLC prior to Substantial Completion (and after Substantial Completion as further set forth below) in order to allow Owner and SWB Yankees LLC to undertake certain "Pre-Opening Activities" in anticipation of the first home game. To the extent commercially reasonable, Construction Manager shall turn over such areas to Owner and Lessee for such use by Owner and SWB Yankees LLC's contractors, employees and agents. Immediately prior to such Owner and SWB Yankees LLC use of the Project for "Pre-Opening Activities", Owner and Construction Manager shall jointly inspect the area to be used in order to determine and record the condition of the Work therein. Owner and SWB Yankees LLC's use or occupancy of any portion of the Project prior to or after the Date of Substantial Completion shall not constitute or be deemed to constitute acceptance of the Work; provided, however, Construction Manager shall not be liable to fix or correct any damage to the Project that is solely caused by such Owner or SWB Yankees LLC use or occupancy prior to Final Completion.

§ A.2.2.10 **Liquidated Damages for Delay.** In the event Construction Manager does not achieve Substantial Completion of the Construction Work on or before the Guaranteed Substantial Completion Date, then Construction Manager shall pay to Owner, or at Owner's discretion Owner shall withhold from all payments, in addition to Retainage, as Liquidated Damages, and not as a penalty, the sum of \$5,000 per day for each day after the Guaranteed Substantial Completion Date, up to and until the date the Project actually achieves Substantial Completion as defined in Article A.2.2.8; provided, however, that sum of liquidated damages for days a home game is scheduled to be played at the stadium shall be \$10,000 for the first seven (7) scheduled home games in the 2013 season (i.e., liquidated damages for the day of the opening home game on April 4, 2013, and for the day of each of the following nine (9) home games shall be calculated at a rate of \$10,000 per day, not \$5,000), and \$20,000 for each scheduled home game thereafter (i.e., liquidated damages for the day of the eleventh (11th) home game and for the day of every home game thereafter shall be calculated at a rate of \$20,000 per day, not \$5,000). Such Liquidated Damages shall not affect Owner's termination and suspension rights under this Agreement and rights to claim damages from such termination or other breach of contract claims not relating to delay breaches. Notwithstanding Owner's withholding of such Liquidated Damages, Construction Manager shall continue to diligently prosecute the Work and make progress towards its completion. It is understood and agreed by the Parties that the terms, conditions and amounts fixed pursuant to this Article do not constitute a penalty and are reasonable considering the damages that Owner shall

sustain in the event of Construction Manager's failure to cause Substantial Completion to occur on or before the Guaranteed Substantial Completion Date. This amount is fixed as liquidated damages because of the difficulty of ascertaining the exact amount of the damages that will be sustained by Owner by reason of any such failure, and the amount shall be applicable regardless of the actual amount of damages sustained by Owner by reason of any such failure.

§ A.2.2.11 Construction Manager: (i) acknowledges that prior to the Substantial Completion Date it will be working in and on a Project that is used for "Pre-Opening Activities" by Owner and Lessee as set forth in Article A.2.2.9 above, and further; (ii) acknowledges that after the Substantial Completion Date it will be working in and on a Project that is occupied and used by Owner and Lessee as well as by guests, invitees and the public; (iii) covenants that it shall perform and coordinate all Work in a manner that will not interfere with or disturb such use or occupancy; and (iv) acknowledges that the costs associated with doing so are included in the GMP.

§ A.2.2.12 "Final Completion" is the point at which all of the Work, including all Punch-List items on all Punch-Lists, has been fully and finally performed, completed and approved by Owner and all governmental or quasi-governmental authorities in accordance with the terms and conditions of this Agreement, all of the Contract Documents and all Applicable Law; final versions of all of as-built drawings, waivers of lien, warranties and other deliverables have been delivered to Owner; and the Project is open to the public; except for Design-Builder's responsibility to correct Work not then identified as defective as provided in Article 12 of the Agreement and to satisfy its warranty, guarantee, and other requirements, which extend beyond Final Completion.

ARTICLE A.3 Amendments to the Agreement

§ A.3.1 As consideration for the amendments and modifications to the Agreement provided for herein, Article 5.1.1 of the Agreement shall be modified to provided that the Construction Manager's Fee shall be the lump sum of Six Hundred Thousand and 00/00 Dollars.

§ A.3.2 The parties agree that in addition to retainage of 10% for Costs of the Work self performed by Construction Manager and as Cost of the Work payable to Subcontractors provided in the Agreement, the 10% retainage shall also apply to the Construction Manager's Fee and to the portions of the Cost of the Work comprising "general conditions costs" payable to Construction Manager for the performance of the Work under the Agreement.

§ A.3.3 Article 11.1.8 shall be revised to insert SWB Yankees LLC as an additional insured.

§ A.3.4 Article 11.3.7 shall be revised so that the first clause reads: "The Owner, SWB Yankees LLC, and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other..." with the intent being that SWB Yankees LLC shall be an additional party to the waiver of subrogation clause.

§ A.3.5 Conflict between Agreement and other Contract Documents. In the event that there is conflict between the provision of this Amendment and any of the Attachments hereto, or any other of the Contract Documents, the provisions of this Amendment shall control.

§ A.3.6 SWB Yankees LLC shall be an express third party beneficiary of this Agreement to the extent that it may recover damages against the Construction Manager on account of any breach or default by the Construction Manager under this Agreement. In addition, SWB Yankees LLC may propose and approve Change Orders as if it were the Owner, without limitation of Owner's right (as between the Owner and SWB Yankees LLC) to veto the inclusion of such Change Orders to the Project scope under the terms of the lease agreement between the Owner and SWB Yankees LLC. Notwithstanding the foregoing two sentences, it is expressly understood and agreed that SWB Yankees LLC is not a party to this Agreement, and nothing herein be construed to create any obligation on the part of SWB Yankees LLC to perform under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amy C. Stouffer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:58:08 on 04/24/2012 under Order No. 5912323413_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**GMP AMENDMENT
ATTACHMENT "A-1"**

ALVIN H. BUTZ, INC.



Project: **PNC FIELD - LACKAWANNA COUNTY STADIUM
GMP ITEMIZED STATEMENT OF COSTS**

3/23/2012
REVISED 4/24/12

<u>BID PACKAGE / WORK DESCRIPTION</u>	<u>COST</u>
<u>CONSTRUCTION COST - BASE</u>	
BP-02A DEMOLITION	\$ 1,829,280
BP-02B SITEWORK	\$ 1,676,644
BP-02C PAVING	\$ 191,132
BP-02D FENCING	\$ 278,394
BP-02E LANDSCAPING	\$ 209,866
BP-03A CONCRETE	\$ 3,054,401
BP-03B PRECAST CONCRETE	\$ 363,394
BP-04A MASONRY	\$ 2,094,313
BP-05A STRUCTURAL STEEL	\$ 4,631,164
BP-05B MISCELLANEOUS METALS	\$ 1,508,762
BP-06A CARPENTRY	\$ 1,248,050
BP-06B CASEWORK	\$ 225,112
BP-07A ROOFING AND WATERPROOFING	\$ 1,014,049
BP-07B METAL WALL PANELS	\$ 1,268,983
BP-08A OVERHEAD DOORS AND DOCK EQUIPMENT	\$ 133,364
BP-08B STOREFRONT, WINDOWS & GLAZING	\$ 770,644
BP-08C DOORS FRAMES & HARDWARE SUPPLY ONLY	\$ 260,625
BP-09A CERAMIC TILE	\$ 129,431
BP-09B RESILIENT FLOORING	\$ 198,727
BP-09C PAINTING	\$ 547,814
BP-09D SEATING BOWL RESTORATION	\$ 568,560
BP-10A SPECIALTIES	\$ 351,634
BP-10B SIGNAGE AND GRAPHICS	\$ 20,600
BP-11A ATHLETIC EQUIPMENT	\$ 526,840
BP-12A STADIUM SEATING	\$ 1,039,326
BP-14A ELEVATORS	\$ 132,458
BP-21A FIRE PROTECTION SYSTEMS	\$ 494,784
BP-22A PLUMBING SYSTEMS	\$ 2,529,157
BP-23A HEATING VENTILATING AND AIR CONDITIONING	\$ 2,450,629
BP-26A ELECTRICAL	\$ 5,106,785
<u>ADDITIONAL SCOPE ITEMS</u>	
EXISTING HOME CLUBHOUSE EXTERIOR ALTERATIONS (Cost Modified by Accepted VE Items List - Refer to VE List)	\$ 257,500
PARKING LOT LIGHTING REPAIRS & PEDESTRIAN LIGHTS	\$ 370,017
DUGOUT EXTENSION AND TOILET (BOTH SIDES)	\$ 600,000
ADA UPGRADES PER OPTION 1 (RAMP AT RT. FIELD SEATING)	\$ 310,014
TIKI BAR DESIGN DEVELOPMENT	\$ 128,106
TIKI BAR GRILL ENCLOSURE	\$ 32,000
PICNIC AREA STRUCTURE	\$ 120,000
UPGRADED SUITE FINISHES	\$ 223,240

**GMP AMENDMENT
ATTACHMENT "A-1"**

ALVIN H. BUTZ, INC.



Project: **PNC FIELD - LACKAWANNA COUNTY STADIUM
GMP ITEMIZED STATEMENT OF COSTS**

3/23/2012
REVISED 4/24/12

<u>BID PACKAGE / WORK DESCRIPTION</u>	<u>COST</u>
<u>ALLOWANCES</u>	
ROCK REMOVAL ALLOWANCE	\$ 43,750
PLANT MATERIAL & DECORATIVE LANDSCAPE ALLOWANCE	\$ 150,000
CLUBHOUSE RENOVATIONS ALLOWANCE	\$ 400,000
BUILDING SIGNAGE STRUCTURE & POWER ALLOWANCE	\$ 100,000
KID'S PLAY AREA FENCE AND NETTING ALLOWANCE	\$ 30,000
BEVERAGE LINE CONDUIT ALLOWANCE	\$ 40,000
INDUCTION WARMING UNITS AND REFRIGERATORS IN SUITES	\$ 60,000
INSTALL KITCHEN EQUIP. PER FOOD SERVICE GENERAL REQUIREMENTS	\$ 75,000
<u>CONTINGENCY</u>	
CONTINGENCY FOR ADDITIONAL STAFFING/OT/SHIFT WORK	\$ 250,000
<u>CONSTRUCTION COST REVISIONS</u>	
VE ITEMS ACCEPTED (REFER TO VE ITEMS LIST)	\$ (3,281,657)
BUYOUT DISCOUNT	\$ (1,000,000)
<u>GENERAL CONDITIONS COST</u>	<u>\$ 1,076,920</u>
<i>GMP PROJECT TOTAL</i>	\$ 34,839,811

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



Project: PNC FIELD - LACKAWANNA COUNTY STADIUM				3/23/12
VE ITEMS LIST				REVISED 3/26/12
	Description	Targeted Amount	Accepted VE Items	Rejected VE Items
				Comments
BP-02B SITEWORK				
	Delete Oak Grove Bridge and additional MSE walls & precast pavers	\$ (148,334)		\$ (148,334)
	Delete replacing new field access drive (includes paving)	\$ (53,103)	\$ (53,103)	
	Delete left field entry plaza outside of gates (add stairs and HC ramp)	\$ (115,455)	\$ (115,455)	
	Delete MSE walls at batter's eye	\$ (19,046)	\$ (19,046)	
	Delete MSE wall at kid's zone berm area (including stairs)	\$ (26,186)		\$ (26,186)
	Delete replacing curb at main entrance and 1st base side of parking lot area	\$ (44,415)	\$ (44,415)	
BP-02C PAVING				
	Savings included in BP-02B			
BP-02D FENCING				
BP-02E LANDSCAPING				
	Reduce landscape budget from \$250,000 to \$150,000	\$ (100,000)	\$ (100,000)	
BP-03A CONCRETE				
	Delete bollards at curb line	\$ (36,000)	\$ (36,000)	
	Substitute insulation under deck for split slab above infield concourse	\$ (40,937)		\$ (40,937)
	Substitute insulation under deck for split slab above interior areas	\$ (16,050)		\$ (16,050)
BP-03B PRECAST CONCRETE				
	Substitute metal bleachers for precast concrete at right field seating area	\$ (310,702)	\$ (310,702)	
BP-04A MASONRY				
	Delete CMU Thermal wall - Substitute metal stud/GWB wall			
	Change elevator walls from CMU to Metal studs/GWB			
	Change stair walls from CMU to Metal studs/GWB			
	Stop full height interior CMU walls at 10'-0" AFF - Top with Stud/GWB walls above			
	Reduce full height interior CMU walls in selected group areas (Visitor Clubhouse, DOG, etc.)			
	Reduce chase walls in toilets to 10'-0"			
	Total for items above	\$ (230,983)	\$ (230,983)	

**GMP AMENDMENT
ATTACHMENT "A-2"**

**ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER**



Project: PNC FIELD - LACKAWANNA COUNTY STADIUM				3/23/12
VE ITEMS LIST				REVISED 3/26/12
	Description	Targeted Amount	Accepted VE Items	Rejected VE Items
				Comments
	Delete all CMU backup at exterior CMU veneer wall. Use Stud backup throughout	no savings		
	Substitute single wythe foundation walls	\$ (24,993)	\$ (24,993)	
	Substitute shot blast for ground face exterior CMU finish (Beavertown Mfr)	\$ (26,000)	\$ (26,000)	Alt. for Ground Face CMU
	Eliminate 2 starter courses at suite level	\$ (16,625)	\$ (16,625)	
	Delete Home Clubhouse Exterior Façade Alterations/Keep Mansard Roof	\$ (257,500)	\$ (225,000)	\$ (32,500) Paint Existing Roof to Remain
	Delete Bond Beam at First Floor Level	no change	Accepted	Item Added at 3/6/12 Meeting
BP-05A STRUCTURAL STEEL				
	Delete field side suite roof overhang	\$ (91,403)	\$ (91,403)	
	Delete field side suite roof outriggers and decorative tube steel	\$ (13,810)	\$ (13,810)	
	Delete roof screen steel - Ref BP-07B			
	Revised Steel Estimate		\$ (200,000)	
BP-05B MISCELLANEOUS METALS				
	Simplify design of privacy panel, guardrails and drink rails	\$ (172,795)	\$ (172,795)	
	Delete drink rail at Suite glass	\$ (30,771)		\$ (30,771)
	Delete drink rail at Suite seats	\$ (62,918)		\$ (62,918)
	Delete drink rail at Club area glass	\$ (41,028)	\$ (41,028)	
	Delete drink rail at Club seating area	\$ (149,733)		\$ (149,733)
	Substitute composite top for stainless steel top at drink rail - 1740 LF	\$ (52,200)	\$ (52,200)	
BP-06A CARPENTRY				
BP-06B CASEWORK				
BP-07A ROOFING AND WATERPROOFING				
	Delete roof at main entrance lower canopy - Ref BP-07B			
BP-07B METAL WALL PANELS				
	Delete metal screen at Home Clubhouse (all inclusive)	\$ (69,535)	\$ (69,535)	
	Delete metal screen at Left Field Entrance (all inclusive)	\$ (59,960)	\$ (59,960)	
	Delete roof screens (includes steel supports)	\$ (42,310)	\$ (42,310)	
	Substitute uninsulated metal panels in lieu of insulated metal panels	\$ (620,270)	\$ (620,270)	
	Change backup wall construction for metal panel substitution	\$ 90,285	\$ 90,285	

**GMP AMENDMENT
ATTACHMENT "A-2"**

**ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER**



Project: PNC FIELD - LACKAWANNA COUNTY STADIUM				3/23/12
VE ITEMS LIST				REVISED 3/26/12
	Description	Targeted Amount	Accepted VE Items	Rejected VE Items
				Comments
	Delete composite trim at suite level fascia panels	\$ (59,430)	\$ (59,430)	
	Delete composite trim at windows	\$ (15,240)	\$ (15,240)	
	Delete composite trim at concessions	\$ (19,550)	\$ (19,550)	
	Delete main entrance lower canopy (all inclusive)	\$ (95,760)		\$ (95,760) Possible VE design-no roof
	Delete main entrance upper canopy (all inclusive)	\$ (70,232)		\$ (70,232)
BP-08A OVERHEAD DOORS AND DOCK EQUIPMENT				
BP-08B STOREFRONT, WINDOWS & GLAZING				
	Delete entry area sun shade	\$ (44,880)	\$ (44,880)	
	Delete suite and club glass horizontal mullions	\$ (47,839)	\$ (47,839)	
	Delete aluminum curtainwall covers	\$ (23,750)	\$ (23,750)	
	Reduce suite glass height from 10' to 9'	\$ (9,720)	\$ (9,720)	
BP-08C DOORS FRAMES & HARDWARE SUPPLY ONLY				
BP-09A CERAMIC TILE				
BP-09B RESILIENT FLOORING				
BP-09C PAINTING				
	Delete resinous flooring in Concessions areas	\$ (60,365)		\$ (60,365)
BP-09D SEATING BOWL RESTORATION				
BP-10A SPECIALTIES				
	Substitute steel lockers in visitor's clubhouse and other areas	\$ (8,400)	\$ (8,400)	
BP-10B SIGNAGE AND GRAPHICS				
BP-11A ATHLETIC EQUIPMENT				
BP-12A STADIUM SEATING				
	Delete stadium seat cup holders	\$ (50,000)		\$ (50,000)

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



Project: PNC FIELD - LACKAWANNA COUNTY STADIUM				3/23/12
VE ITEMS LIST				REVISED 3/26/12
	Description	Targeted Amount	Accepted VE Items	Rejected VE Items
				Comments
	Yankee pricing influence	\$ (50,000)		\$ (50,000)
BP-14A ELEVATORS				
BP-21A FIRE PROTECTION SYSTEMS				
	Delete nitrogen system	\$ (10,000)		\$ (10,000)
BP-22A PLUMBING SYSTEMS				
	reduce fixture count (outfield fixtures incorporated into main building)			
	reduce outfield concourse wash down piping and	\$ (25,000)		\$ (25,000)
	delete replacement of field trench drain covers	\$ (2,000)	\$ (2,000)	
	allow proppress for copper piping	\$ (25,000)	\$ (25,000)	
	revise storm drains in concourse to uninsulated PVC piping	\$ (30,000)	\$ (30,000)	
	reduce number of roof drains by 15x	\$ (30,000)		\$ (30,000)
	revise water heaters to de-centralized and reduce long piping runs	\$ (50,000)	\$ (50,000)	
	Stainless Steel water piping above 1 1/2" dia.	\$ (10,000)	\$ (10,000)	VE added at 3-6-12 meeting
	Delete electronic flush valves \$20K - \$40K savings			Rejected VE added at 3-6-12 meeting
BP-23A HEATING VENTILATING AND AIR CONDITIONING				
	delete spring isolators from small fans -never in budget	?	Accepted	
	delete all radiant heating panels	\$ (10,000)	\$ (7,500)	\$ (2,500) Keep in party decks - \$7500 HVAC + \$2500 Electric
	reduce size of suite heat pumps back to 2.5 ton	\$ (35,000)	\$ (20,000)	\$ (15,000) Keep 7 at larger size VE includes Electric
	reduce sizes of elec heaters in toilets /concessions	\$ (25,000)	\$ (20,000)	\$ (5,000)
	delete supply fans from concessions areas -use intake louver for exh makeup	\$ (25,000)	\$ (25,000)	
	Make boilers sized at 60% each in lieu of redundant	\$ (30,000)		\$ (30,000)
	Delete ductless split systems from electric rooms	\$ (30,000)		\$ (30,000)
	delete scope in exist groundkeeper areas-not in original budget for new heaters	\$ (7,000)		\$ (7,000)
	reduce quantity of VAV boxes by 15	\$ (22,500)	\$ (3,000)	\$ (19,500) Target to delete 5 VAVs
	allow proppress for copper piping	\$ (30,000)	\$ (30,000)	
BP-26A ELECTRICAL				
	allow aluminum feeders above 100 amp and in main elec equip for buss	\$ (75,000)	\$ (75,000)	

**GMP AMENDMENT
ATTACHMENT "A-2"**

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER



Project: PNC FIELD - LACKAWANNA COUNTY STADIUM				3/23/12
VE ITEMS LIST				REVISED 3/26/12
	Description	Targeted Amount	Accepted VE Items	Rejected VE Items
				Comments
	delete all radiant heating panels	\$ (5,000)	\$ (2,500)	\$ (2,500)
	reduce sizes of elec heaters in toilets /concessions	\$ (5,000)	\$ (2,500)	\$ (2,500)
	allow MC cable in more areas	\$ (35,000)	\$ (35,000)	
	VE lighting package-target	\$ (40,000)	\$ (40,000)	Increased from \$40K to \$80K
	redesign of electrical distribution system per EC sk of 2.29.12	\$ (100,000)	\$ (100,000)	requires more time and detailed study
	Delete Parking Lot Lighting repairs from Construction Scope of Work but refeed as required by design	\$ (150,000)		\$ (150,000)
	reduce outfield concourse lighting	\$ (50,000)	\$ (50,000)	
	Audio Visual design saving opportunity	\$ (100,000)	\$ (50,000)	
ADDITIONAL COST SAVINGS SUGGESTIONS				
	Reduce concourse level building area by 5000 SF	\$ (750,000)		\$ (750,000)
	Total Cost Savings	\$(5,044,443)	\$(3,281,657)	\$(1,912,786)



GMP AMENDMENT ATTACHMENT “A-3”

Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM
ASSUMPTIONS AND CLARIFICATIONS**

**3/23/12
REV 3/27/12**

1. BASIS OF GMP

- a. Refer to “VE Items List” for VE Items included in the GMP.
- b. Refer to Attachment “B” for the list of Allowances included in the GMP. Allowances are established as an estimated cost of construction for various items not fully defined and the final cost of each allowance item will be modified higher or lower depending on the final pricing outcome. See Section A.1.1.4.9 of the GMP Amendment, the terms of which shall control in the event of inconsistency.
- c. Refer to Attachment “C” for Drawings, Specifications, sketches and other documents listed as Basis of GMP.
- d. The GMP Proposal is based on Attachment “D” Construction Schedule.
- e. All FF&E work outside of the Construction Contract scope and AHB’s responsibility must be sequenced into the construction without a negative impact to the overall construction schedule to avoid potential extra costs or schedule delay. AHB will lead the effort to include schedule milestones for FF&E work including Food Service Equipment integral to the construction. See Sections A.2.2.9 and A2.2.11 of the GMP Amendment, the terms of which shall control in the event of inconsistency.
- f. The Ewing Cole Program Narrative description of work is excluded. Scope of work is based on documents listed above.
- g. The GMP includes \$250,000 for overtime and shift work. See Section A.1.1.3 of the GMP Amendment, the terms of which shall control in the event of inconsistency.

2. GENERAL

- a. PPL, Water, Gas Company and Sewer Connection fees are excluded.
- b. Third-party Plan review fees are excluded.
- c. GMP excludes costs for permits, testing services, security services, cost of gas, water, sewer and electric usage for temporary utilities and all design fees.
- d. The Construction Cost Summary is provided for information purposes only and does not represent guaranteed maximum price for each bid package breakdown of work.

3. SITE

- a. GMP includes demolition work.
- b. GMP includes site work as clarified.
- c. GMP excludes any special compaction requirements beyond Earthwork Specification requirements.
- d. GMP off-site improvement costs are limited to extending existing utilities to site.
- e. All excess fill will be utilized on site.



**GMP AMENDMENT
ATTACHMENT "A-3"**

**Project: PNC FIELD – LACKAWANNA COUNTY STADIUM
ASSUMPTIONS AND CLARIFICATIONS**

**3/23/12
REV 3/27/12**

- f. GMP includes "Oak Grove" area bridge and associated work to preserve existing trees.

4. STRUCTURAL & EXTERIOR

- a. Soil bearing capacity is based on 6000 psf.
- b. Exterior railings are unpainted, galvanized steel.
- c. Existing undamaged railings at front row of seating bowl are to remain.
- d. GMP excludes traffic coating on suite level exterior concrete.
- e. Radius metal panels are excluded except for lower canopy between grids 28 & 31. All other panels are straight segments.
- f. Curtain Wall warranty is 10 years Manufacturer and Finish, 2 years Installer. Aluminum mullion snap caps, shadow box panel and integrated sunshade assembly are excluded. Curtain wall custom non-metallic color is included.
- g. Standard TPO single-ply roofing with R-20 roof insulation.

7. INTERIOR

- a. Interior finishes based on Ewing Cole Interior Finish Legend dated 3/26/12 and Room Finish Schedule dated 3/27/12. The manufacturer/product references are understood to delineate performance standards and not sole source or proprietary brand products. A copy of the Finish Legend and Room Schedule is included.
- b. Estimate includes oak or hollow metal doors and standard finish hardware.
- c. All drywall and CMU to be painted (excludes all vinyl wall covering).
- d. Elevators based on hydraulic type, standard size elevators.
- e. Ceiling light cove soffits indicated on drawing A7-1-1 are excluded.
- f. Millwork Reception Desks at Administration Lobby and Suite/Club Entry Areas are excluded. Updated Millwork Elevation Drawings A6-12-1 and A6-12-2 undated and transmitted 3/22/12 are included.
- g. Finishes are based on the following installed budget costs and final selections must be at or below these costs:
 - Broadloom Carpet - \$31.50/SY
 - Spike Proof Carpet - \$45.00/SY
 - Astroturf - \$45.00/SY
 - VCT/Sheet Vinyl - \$2.00/SF
 - Athletic Flooring - \$12.00/SF
 - Porcelain Tile & Ceramic Tile Floor & Wall - \$12.50/SF
 - Solid Surface Countertops (25" wide) - \$100.00/LF
 - Quartz Countertops (25" wide) - \$200.00/LF

8. IT SYSTEM

- a. Estimate includes empty conduit, cable tray, and outlets for voice/data.



**GMP AMENDMENT
ATTACHMENT “A-3”**

Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM
ASSUMPTIONS AND CLARIFICATIONS**

**3/23/12
REV 3/27/12**

- b. Equipment and cabling is NOT included
- c. Decorative raceways for exposed systems are NOT included.

9. AUDIO VISUAL SYSTEMS

- a. Estimate includes empty conduit, cable tray only for all A/V systems and equipment.
- b. Scoreboard and video display systems are NOT included.
- c. Decorative raceways for exposed systems are NOT included.
- d. Equipment for sound systems are NOT included.
- e. Main Video/Scoreboard display and additional Display Boards and all associated equipment, data wiring, support steel and console system are NOT included.

10. SECURITY SYSTEM

- a. Estimate includes empty conduit, cable tray and wiring for card access devices with devices by others. Security hardware upgrades for 20 locksets with integral “fob” system is included.
- b. Equipment is NOT included.
- c. Decorative raceways for exposed systems are NOT included.

11. SIGNAGE

- a. Estimate includes ADA required room signage only.
- b. Estimate excludes outfield signs and steel structure. Sign foundations are included.

12. FURNISHINGS AND EQUIPMENT

- a. Refer to FF&E Item Clarification (part of this Attachment “A”) for complete list of FF&E items included in the GMP Construction Costs.

GMP AMENDMENT
ATTACHEMENT "A-4"

	CODE	LOCATION	TYPE	MANUFACTURER	STYLE/COLOR	FINISH	NOTES	CONTACT
FLOORS	C1	SUITES	CARPET TILE	INTERFACE	STYLE: ACCENT FLANNEL 13711002500; COLOR: CUSTOM 255087-016	CUT	19.69" x 19.69" TILE, ASHLAR INSTALLATION	LISA CONWAY, 215-316-0750
	C2	ADMINISTRATIVE OPEN AREA	CARPET TILE	BENTLEY PRINCE STREET	STYLE: MODERN BLOCK 8MK280630R; COLOR: SLATE ROOF 801079	TUFTED TIP-SHEARED	24" x 24" TILE,	LORISE VAN VOORTHUIZEN, 215-351-5102
	C3	ADMINISTRATIVE OFFICES	BROADLOOM CARPET	BENTLEY PRINCE STREET	STYLE: URBAN SCENE 8US340630R; COLOR: DELGAZETTE 888879	TUFTED TIP-SHEARED	12'-6" WIDE	LORISE VAN VOORTHUIZEN, 215-351-5102
	C4	VISITING TEAM LOCKER ROOM	BROADLOOM CARPET	BENTLEY PRINCE STREET	GLOBAL VISTAS; STYLE: THREE VIEWS; COLOR: E-PASSPORT 801179	CUT PILE	13'-0"WIDE	LORISE VAN VOORTHUIZEN, 215-351-5102
	C5	SUITE CORRIDOR	CARPET TILE	INTERFACE	STYLE: ACROSS THE BOARD; COLOR: 100073 EBONY	CUT & LOOP	19.69" x 19.69" TILE, ASHLAR INSTALLATION	LISA CONWAY, 215-316-0750
	C6	SUITE CORRIDOR	CARPET TILE	INTERFACE	STYLE: ON BOARD; COLOR: 100737 EBONY	CUP & LOOP	19.69" x 19.69" TILE, ASHLAR INSTALLATION	LISA CONWAY, 215-316-0750
	C7	WRITING PRESS AREA	CARPET TILE	BENTLEY PRINCE STREET	STYLE: MODERN BLOCK 8MK280630R; COLOR: STEEL TRUSS 801075	TUFTED TIP-SHEARED	24" x 24" TILE,	LORISE VAN VOORTHUIZEN, 215-351-5102
	C8	WRITING PRESS OFFICES	BROADLOOM CARPET	BENTLEY PRINCE STREET	STYLE: URBAN SCENE 8US3406301; COLOR: COLUMBUS DISPATCH 888870	TUFTED TIP-SHEARED	12'-6" WIDE	LORISE VAN VOORTHUIZEN, 215-351-5102
	RF1	TRAINING ROOM	CUSHIONED RUBBER SPORTS FLOOR - SHEET	MONDO	SPORT IMPACT/008 NOIR BLACK	SMOOTH	3/8" THICK	LISA WOLFFE, 888-553-0002
	RF2	GENERAL	VINYL COMPOSITION TILE	MANNINGTON COMMERCIAL	STYLE: SOLIDPOINT; COLOR: 302 GRAVEL	-	12" x 12" TILE	JESSICA DEANGELO, 610-675-6599
	RF3	GENERAL	VINYL COMPOSITION TILE	MANNINGTON COMMERCIAL	STYLE: SOLIDPOINT; COLOR: 322 IRON	-	12" x 12" TILE	JESSICA DEANGELO, 610-675-6599
	RF4	KITCHEN, CONCESSIONS	RESILIENT URETHANE SYSTEM	STONHARD	STYLE: STONSHIELD UTS; COLOR: FLAGSTONE	MEDIUM TEXTURE	-	BOB STEIN, 610-416-0171
	SC1	VARIOUS	SEALED CONCRETE	-	-	NON-SKID	-	-
	T1	SUITES	PORCELAIN TILE	CASALGRANDE PADANA (PROSPEC)	STYLE: METALWOOD; COLOR: SILICIO	RECTIFIED EDGES	4" x 24" TILE; 1/16" GROUT JOINTS; SEE FLOOR PATTERN PLANS; GROUT - HYDROMENT - COLOR: FRENCH GRAY H142	KEITH KNECHT, 215-272-7085
	T2	TRAINING ROOM, TOILET GROOMING, SHOWER, GROOMING	PORCELAIN TILE	DALTILE	STYLE: KEYSTONE; COLOR: DESERT GRAY SPECKLE D200	-	2"X2" MOSAIC TILE, MESH MOUNTED; GROUT - HYDROMENT - COLOR: DELOREAN GRAY H160	SUSAN METKA, 484-576-9387
	T3	SUITE TOILET ROOMS	PORCELAIN TILE	CROSSVILLE	STYLE: COLOR BLOX; COLOR: SLINKY	-	12"X24" TILE; 1/16" GROUT JOINTS; ASHLAR PATTERN; GROUT - HYDROMENT - COLOR: MISTY GRAY H144	RALPH CROZIER, 732-829-3681
	WM1	VESTIBULES	WALK-OFF MAT	CS GROUP	STYLE: POWER POINT; COLOR: 904 INDIGO	-	13'-2"WIDE	BRAD GILDIN, 610-825-0320
	WM2	VESTIBULES	WALK-OFF MAT	CS GROUP	STYLE: POWER POINT; COLOR: 900 CASTLE GREY	-	13'-2"WIDE	BRAD GILDIN, 610-825-0320
XF1	CLUB	STAINED CONCRETE	SCOFIELD	STYLE: CHEMSTAIN CLASSIC; COLOR:	-	-	RICH LIPTAK, 201-406-6079	
BASES	B1	GENERAL, TEAM LOCKER ROOM, VESTIBULES	RUBBER BASE	FLEXCO	014 MEDIUM GRAY	-	4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET	JENNIFER SULLIVAN, 267-210-2929
	B2	ADMINISTRATIVE AREA	RUBBER BASE	FLEXCO	024 STONE	-	4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET	JENNIFER SULLIVAN, 267-210-2929
	B3	TRAINING ROOM	RUBBER BASE	FLEXCO	023 PEBBLE	-	4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET	JENNIFER SULLIVAN, 267-210-2930
	B4	VESTIBULE, CORRIDORS	RUBBER BASE	FLEXCO		-	4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET	JENNIFER SULLIVAN, 267-210-2931
	B5	SUITE CORRIDOR	RUBBER BASE	FLEXCO	078 UMBER	-	4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET	JENNIFER SULLIVAN, 267-210-2932
	B6	GENERAL	RUBBER BASE	FLEXCO	043 FJORD	-	4" HIGH, PROVIDE COVE BASE @ RESILIENT FLOORING, STRAIGHT BASE AT CARPET	JENNIFER SULLIVAN, 267-210-2933
	B7	CLUB				-		
	IB1	KITCHEN, CONCESSIONS	RESILIENT URETHANE SYSTEM	STONHARD	STYLE: STONSHIELD UTS; COLOR: FLAGSTONE	MEDIUM TEXTURE	6" INTEGRAL COVE BASE	BOB STEIN, 610-416-0171
	TB1		PORCELAIN TILE BASE	DALTILE	STYLE: KEYSTONE; COLOR: DESERT GRAY SPECKLE D200	-	BUILT-UP BASE MB-5A @ TILE WALLS & BUILT-UP BASE MB-5B @ PAINTED WALLS; GROUT - HYDROMENT - COLOR: DELOREAN GRAY H160	SUSAN METKA, 484-576-9387
	TB2	SUITE TOILET ROOMS	PORCELAIN TILE BASE	CROSSVILLE	STYLE: COLOR BLOX; COLOR: SLINKY	-	XXXXX; GROUT - HYDROMENT - COLOR: MISTY GRAY H144	RALPH CROZIER, 732-829-3681
WB1	SUITES	WOOD BASE, TRIM		BIRCH/STAINED TO MATCH SAMPLE BY ARCHITECT	SATIN	4" HIGH BASE; SEE MILLWORK DETAILS FOR SIZES AND LOCATIONS	-	
P1	GENERAL	EPOXY PAINT	ICI PAINTS	COLOR: FROST GREY A1942	WALLS: SATIN	-	CHUCK BLEAKLEY, 484-363-0417	
P2	VISITING TEAM AREA	PAINT	ICI PAINTS	COLOR: ANTIQUE STERLING A1907	WALLS: EGG SHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0418	
P2a	VISITING TEAM TOILET/GROOMING	EPOXY PAINT	ICI PAINTS	COLOR: ANTIQUE STERLING A1907	WALLS: SATIN	-	CHUCK BLEAKLEY, 484-363-0418	

GMP AMENDMENT
ATTACHEMENT "A-4"

	CODE	LOCATION	TYPE	MANUFACTURER	STYLE/COLOR	FINISH	NOTES	CONTACT
WALLS	P3	ADMINISTRATIVE AREA	PAINT	ICI PAINTS	COLOR: DESIGNER GREY A1856	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0419
	P4	ADMINISTRATIVE AREA	PAINT (ACCENT)	ICI PAINTS	COLOR: ZEPPELIN A1830	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0420
	P5	ADMINISTRATIVE AREA	PAINT (ACCENT)	ICI PAINTS	COLOR: LAS CAUX CAVE A1859	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0421
	P6	SUITE	PAINT	ICI PAINTS	COLOR: SNOWFIELD A2010	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0422
	P7	SUITE	PAINT	ICI PAINTS	COLOR: VEIL A2011	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0423
	P8	SUITE CORRIDOR	PAINT	ICI PAINTS	COLOR: WEST COAST GREY	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0424
	P9	SUITE TOILET ROOMS	PAINT	ICI PAINTS	COLOR: WHITE HIGH-HIDING RM A0113	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0425
	P9a	CONCESSIONS	EPOXY PAINT	ICI PAINTS	COLOR: WHITE HIGH-HIDING RM A0113	WALLS: SATIN	-	CHUCK BLEAKLEY, 484-363-0425
	P10	SUITE TOILET ROOMS	PAINT (ACCENT)	ICI PAINTS	COLOR: SIGNATURE BLUE A0113	WALLS: EGGSHELL TRIM: SEMI-GLOSS	-	CHUCK BLEAKLEY, 484-363-0426
	P11	TRAINING ROOM	PAINT	ICI PAINTS	COLOR: FOSSIL GREY A1836	WALLS: SATIN	-	CHUCK BLEAKLEY, 484-363-0427
	P12	BATTING TUNNEL	EPOXY PAINT	ICI PAINTS	COLOR: NEW ENGLAND GREEN A1197	WALLS: SATIN	-	CHUCK BLEAKLEY, 484-363-0428
	PP1	CONCESSIONS	PREFABRICATED PANEL	MARLITE	FRP; COLOR: WHITE P-100	-	TEXTURED	WILLIAM MC DONALD, 973-831-8324
	WT1	VISITING GROOMING AREA AND SHOWER, VISITING COACHES GROOMING AND SHOWER	GLAZED CERAMIC TILE	DALTILE	STYLE: RITTENHOUSE SQUARE; COLOR: ARTIC WHITE 0190	GLOSS	3" x 6" TILE; ALIGN JOINTS WITH FLOORING, INSTALL IN ASHLAR PATTERN; GROUT - HYDROMENT- COLOR: BRIGHT WHITE H177	SUSAN METKA, 484-576-9387
	WT2	VISITING GROOMING AREA AND SHOWER, VISITING COACHES GROOMING AND SHOWER	GLAZED CERAMIC TILE	DALTILE	STYLE: RITTENHOUSE SQUARE; COLOR: NAVY K189	GLOSS	3" x 6" TILE; ALIGN JOINTS WITH FLOORING, INSTALL IN ASHLAR PATTERN; GROUT - HYDROMENT- COLOR: BRIGHT WHITE H177	SUSAN METKA, 484-576-9387
WT3	TRAINING ROOM	PORCELAIN TILE	DALTILE	STYLE: KEYSTONE; COLOR: DESERT GRAY SPECKLE D200	-	2"X2" MOSAIC TILE, MESH MOUNTED; GROUT - HYDROMENT- COLOR: DELOREAN GRAY H160	SUSAN METKA, 484-576-9387	
WT4	SUITE TOILET ROOMS	PORCELAIN TILE	CROSSVILLE	STYLE: COLOR BLOX; COLOR: SLINKY	-	6"X12" TILE; 1/16" GROUT JOINTS; ASHLAR PATTERN; GROUT - HYDROMENT- COLOR: MISTY GRAY H144	RALPH CROZIER, 732-829-3681	
U1	CONFERENCE ROOM	UPHOLSTERED WALL SYSTEM	SYSTEM - NOVAWALL FABRIC - KNOLL TEXTILES	SYSTEM - NOVAWALL, 1/2" SQUARE; FABRIC - MEZZO, COLOR: QUARTZ	-	FABRIC - 66" WIDE, 100% POLYESTER	NOVAWALL-BOB WAGNER, 610-832-0300; FABRIC - GERRY KENT, 215-882-1867	
W1	VARIOUS	VINYL WALLCOVERING		CUSTOM DIGITAL WALLCOVERING	-	54" WIDE ; CONTRACTOR TO INSTALL	-	
CEILINGS	A1	SUITES, CLUB DINING	ACOUSTICAL CEILING TILE	ARMSTRONG	ULTIMA, BEVELED TEGULAR	-	24" X 24", 9/16" SUPRAFINE XL GRID- WHITE	NANCY MEDL, 877-276-7876 x8065
	A2	ADMINISTRATIVE AREA	ACOUSTICAL CEILING TILE	ARMSTRONG	DUNE, BEVELED TEGULAR	-	24" X 24", 9/16" SUPRAFINE XL GRID- WHITE	NANCY MEDL, 877-276-7876 x8065
	A3	SUITES	ACOUSTICAL CLOUDS	ARMSTRONG	FORMATIONS-ULTIMA	-		NANCY MEDL, 877-276-7876 x8065
	A4	CLUB DINING	ACOUSTICAL CEILING TILE	ARMSTRONG	OPTIMA, BEVELED TEGULAR	-	24" X 24", 9/16" SUPRAFINE XL GRID- WHITE	NANCY MEDL, 877-276-7876 x8065
	A5	GENERAL	ACOUSTICAL CEILING TILE	ARMSTRONG	DUNE, BEVELED TEGULAR	-	24" X 48", 9/16" SUPRAFINE XL GRID- WHITE	NANCY MEDL, 877-276-7876 x8066
	A6	KITCHEN, CONCESSIONS	ACOUSTICAL CEILING TILE	ARMSTRONG	CLEAN ROOM VL UNPERFORATED, SQUARE LAY-IN	-	24"X48", 15/16" PRELUDE GRID-WHITE	NANCY MEDL, 877-276-7876 x8067
	A7	SUITE TOILET ROOMS	ACOUSTICAL CEILING TILE	ARMSTRONG	CLEAN ROOM VL UNPERFORATED, SQUARE LAY-IN	-	24"X24", 15/16" PRELUDE GRID-WHITE	NANCY MEDL, 877-276-7876 x8067
	P13	GWB CEILINGS	PAINT			AS SPECIFIED	CEILINGS, SOFFITS UNO	CHUCK BLEAKLEY, 484-363-0428
	P14	GWB CEILINGS	EPOXY PAINT			AS SPECIFIED	CEILINGS, SOFFITS UNO	CHUCK BLEAKLEY, 484-363-0428
	SURFACES	L1	COUNTERTOPS	PLASTIC LAMINATE	WILSONART	4857-60 SHADOW ZEPHYR	-	3MM PVC EDGING, COLOR - CANPLAST INC./CP2024TM FASHION GREY
L2		BASE/WALL CABINETS	PLASTIC LAMINATE	WILSONART	4879-38 STEEL MESH	-	1MM PVC EDGING, COLOR - DOELLKEN-WOODTAPE 2477 NORTHSEA	ROSEMARY LEISTER, 609-685-1683
L3		SUITE BASE/WALL CABINETS	PLASTIC LAMINATE	WILSONART	4830K-18 SATIN STAINLESS AEON	-	1MM PVC EDGING, COLOR - DOLLKEN WOODTAPE 2425 FOG GREY	ROSEMARY LEISTER, 609-685-1683
L4		SUITE (BACKSPLASH)	PLASTIC LAMINATE		CUSTOM DIGITAL LAMINATE	-		-
SS1		SUITES	QUARTZ SOLID SURFACE	CAMBRIA	CAMBRIAN COLLECTION; COLOR: WATERFORD 3250	-		ROSEMARY LEISTER, 609-685-1683
SS2		ADMINISTRATIVE CONFERENCE ROOM	SOLID SURFACE	MEGANITE	COLOR: 290A	-		ROSEMARY LEISTER, 609-685-1683

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	CODE	LOCATION	TYPE	MANUFACTURER	STYLE/COLOR	FINISH	NOTES	CONTACT
	SS3	SUITE TOILET ROOMS	SOLID SURFACE	CORIAN	COLOR: ANTARCTICA	-	-	MARIA DI PIETRO, 215-275-4199
	WD1	SUITES	WOOD VENEER	DECOTONE SURFACES	STYLE: MELATONE PRE-FINISHED WOOD VENEER; 625-SM	-	-	BEN THOMSEN, 610-721-9288
	WD2	SUITES	SOLID WOOD	-	WALNUT	-	STAINED TO MATCH WD1	-
MISC	LI	LOCKER ROOMS	LOCKERS	PENCO	COLOR: REGAL BLUE	-	-	TOM LOBLEY, 610-554-5400
	TP1	TOILET ROOMS	TOILET PARTITIONS & URINAL SCREENS	SCRANTON PRODUCTS	COLOR: STAINLESS	-	-	GREG BORGIA, 800-445-5148
	CC1	FIRST AID	CUBICLE CURTAIN	ARCHITEX	STYLE: Rx 8007; COLOR: ORINOCO	-	72" WIDE; 64% TREVIRA CS, 36% POLYESTER	SHAWN WEINTRAUB, 610-322-6693

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ROOM FINISH SCHEDULE									
RM #	LOCATION	FLOOR	BASE	NORTH	SOUTH	EAST	WEST	CEILING	COMMENTS
2.10.01	MEN	SC1	B1	P1	P1	P1	P1	N.C.	
2.10.02	JANITOR CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.10.03	ELECTRICAL	SC1	B1	P1	P1	P1	P1	N.C.	
2.11.01	WOMEN	SC1	B1	P1	P1	P1	P1	N.C.	
2.11.02	IDF	SC1	B1	P1	P1	P1	P1	N.C.	
2.11.03	MECHANICAL/PLUMBING	SC1	B1	P1	P1	P1	P1	N.C.	
2.12.02	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.12.03	HOUSEKEEPING	SC1	B1	P1	P1	P1	P1	N.C.	
2.13.01	LAUNDRY	SC1	B1	P1	P1	P1	P1	N.C.	
2.13.02	TOILET/GROOMING	T2	TB1	P2a	P2a	P2a	P2a	A5	
2.13.03	SHOWER	T2	TB1	WT1-2	WT1-2	WT1-2	WT1-2	P14	
2.13.04	MANAGER'S OFFICE	C4	B1	P2	P2	P2	P2	A5	
2.13.05	CORRIDOR	SC1	B1	P1	P1	P1	P1	A5	
ST-1	STAIR #1								
2.14.01	TEAM LOCKER ROOM	C4	B1	P2	P2	P2	P2	A5	
2.14.02	MANAGER'S/COACHES SHOWER/TOILET	T2	TB1	P2a	WT1-2/P2a	P2a	P2a	P14	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM (4'-0"H)
2.14.03	COACHES OFFICE	C4	B1	P2	P2	P2	P2	A5	
2.15.02	CORRIDOR	WM1	B4	P2	P2	P2	P2	A5	
2.15.03	PITCHING TUNNEL	-	-	P12	P12	P12	P12	N.C.	TURF BY OTHERS
2.15.04	LOUNGE	C4	B1	P2a	P2a	P2a	P2a	A5	
2.15.05	TRAINING ROOM	RF1/T2	B3/TB1	P11	P11	P11/WT3	P11	A5	WALL TILE ONLY BEHIND EXTREMITY TUBS (4'-0"H)
2.15.06	CONCESSION	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.15.07	PREP	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.17.01	FAMILY TOILET	SC1	B1	P1	P1	P1	P1	N.C.	
2.17.02	STORAGE	SC1	B1	P1	P1	P1	P1	A5	
2.17.03	SECURITY OFFICE	RF2-3	B6	P3	P3	P3	P3	A5	
2.17.04	SHOP	SC1	B1	P1	P1	P1	P1	N.C.	
2.17.05	DIR.	RF2-3	B6	P3	P3	P3	P3	A5	
2.17.06	TOILET	RF2-3	B6	P3	P3	P3	P3	A5	
2.17.07	ASSIST DIR.	RF2-3	B6	P3	P3	P3	P3	A5	
2.19.01	CORRIDOR	SC1	B1	P1	P1	P1	P1	A5	
2.19.02	MASCOT CHANGING	C7	B6	P3	P3	P3	P3	A5	
2.19.03	TOILET ROOM	RF2-3	B6	P3	P3	P3	P3	A5	
2.19.04	MASCOT DRYING	RF2	B6	P3	P3	P3	P3	A5	
2.19.05	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.19.06	MARSHALLING	SC1	B1	P1	P1	P1	P1	N.C.	
2.21.01	FIRST AID	RF2-3	B6	P3	P3	P3	P3	A5	
2.21.02	TOILET ROOM	RF2-3	B6	P3	P3	P3	P3	A5	

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2.21.03	ELEVATOR EQUIPMENT ROOM	SC1	B1	P1	P1	P1	P1	A5	
2.21.04	ELEV #1								
2.21.05	WOMEN	RF2-3	B6	P3	P3	P3	P3	A5	
2.21.06	MEN	RF2-3	B6	P3	P3	P3	P3	A5	
2.21.07	COMMISSARY STORAGE	SC1	B1	P1	P1	P1	P1	N.C.	
2.21.08	OPEN OFFICE	C2	B2	P3	P3	P3	P5	A5	
2.21.09	COPY	C2	B2	P3	P3	P3	P3	A5	
2.21.10	CASH	C3	B2	P3	P3	P3	P4	A5	
2.21.11	COMM OFFICE	C3	B2	P3	P4	P3	P3	A5	
2.22.01	CONCESSIONS	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.22.02	PREP	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.22.03	LOCKERS	RF2-3	B6	P3	P3	P3	P3	A5	
2.22.04	LOBBY	RF2-3	B6	P3	P3	P3	P3	A5	
2.22.05	BREAK	RF2-3	B6	P3	P3	P3	P3	A5	
2.22.06	EQUIPMENT DISTRIBUTION	RF2-3	B6	P3	P3	P3	P3	A5	
2.22.07	LOBBY	C2	B2	P3	P3	P3	P3	A2	
2.22.08	CLOSET	C2	B2	P3	P3	P3	P3	P13	
2.22.10	STOR	RF2	B6	P3	P3	P3	P3	A5	
2.22.11	AUX TV	C8	B6	P3	P3	P3	P3	A5	
2.23.01	VESTIBULE	WM2	B1	P2	P2	P2	P2	P13	
2.23.02	CONFERENCE	C3	B2	P3	P3	U1	P3	A2	
2.23.03	STOR	C2	B2	P3	P3	P3	P3	P13	
2.23.04	COMP	RF2-3	B6	P3	P3	P3	P3	N.C.	
2.23.05	MEN	RF2-3	B6	P3	P3	P3	P3	A2	
2.23.06	WOMEN	RF2-3	B6	P3	P3	P3	P3	A2	
2.23.07	BREAK	RF2-3	B6	P3	P3	P3	P3	A2	
2.23.08	LARGE OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.23.09	WOMEN	SC1	B1	P1	P1	P1	P1	N.C.	
2.23.10	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.23.11	TOILET	RF2-3	B6	P3	P3	P3	P3	A5	
2.23.12	VISITOR RADIO	C8	B6	P3	P3	P3	P3	A5	
2.23.13	ELEC	SC1	B1	P1	P1	P1	P1	N.C.	
2.24.01	OPEN OFFICE	C2	B2	P3	P3	P5	P5	A2	
2.24.02	COPY	C3	B2	P3	P3	P3	P3	A2	
2.24.03	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.24.04	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.24.05	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.24.06	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.24.07	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.24.08	FAMILY TOILET	SC1	B1	P1	P1	P1	P1	N.C.	
2.24.09	ELECTRICAL ROOM	SC1	B1	P1	P1	P1	P1	N.C.	

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2.24.10	HOME RADIO	C8	B6	P3	P3	P3	P3	A5	
2.24.11	HOME TV	C8	B6	P3	P3	P3	P3	A5	
2.24.12	AMP	RF2	B6	P3	P3	P3	P3	A5	
2.25.01	OFFICE	C3	B2	P3	P3	P3	P4	A2	
2.25.02	LARGE OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.25.03	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.25.04	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.25.05	OFFICE	C3	B2	P3	P3	P3	P4	A2	
2.25.06	OFFICE	C3	B2	P3	P3	P4	P3	A2	
2.25.07	MEN	SC1	B1	P1	P1	P1	P1	N.C.	
2.25.08	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.25.09	VESTIBULE	C7	B6	P3	P3	P3	P3	A5	
2.25.10	WRITING PRESS	C7	B6	P3	P3	P3	P3	A5	
2.26.01	TICKET STAFF	C2	B2	P4	P4	P3	P3	A2	
2.26.02	TICKET OFFICE	C2	B2	P4	P3	P3	P3	A2	
2.26.03	PROMO	SC1	B1	P1	P1	P1	P1	A5	
2.26.04	ELEVATOR MACHINE ROOM	SC1	B1	P1	P1	P1	P1	N.C.	
2.26.05	ELEV #2								
2.27.01	SUITE/CLUB ENTRY	C5-6/XF1	B5	P8	P8	P8	P8	A1	
ST-2	STAIR #2								
2.27.03	GUEST SERVICES	RF2	B6	P3	P3	P3	P3	A5	
2.27.04	SCOREBOARD CONTROL	C7	B6	P3	P3	P3	P3	A5	
2.31.01	TEAM STORE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
2.32.01	TEAM STORE STORAGE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
2.32.02	IDF	SC1	B1	P1	P1	P1	P1	N.C.	
2.34.01	PITCHING TUNNEL	-	-	P12	P12	P12	P12	N.C.	TURF BY OTHERS
2.34.02	VESTIBULE	WM1	B4	P2	P2	P2	P2	P13	
2.34.03	ELECTRICAL	SC1	B1	P1	P1	P1	P1	N.C.	
2.34.04	CONCESSION	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.34.05	PREP	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.35.01	VESTIBULE	WM1	B4	P2	P2	P2	P2	P13	
2.35.02	AUXILLARY LOCKER ROOM	C4	B1	P2	P2	P2	P2	A5	
2.35.03	GROOMING/TOILET	T2	TB1	WT1-2	WT1-2	WT1-2	WT1-2	A5	
2.35.04	SHOWERS	T2	TB1	WT1-2	WT1-2	WT1-2	WT1-2	P14	
2.36.01	CORRIDOR	WM1	B4	P2	P2	P2	P2	A5	
2.36.02	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.36.03	UMP	C4	B1	P2	P2	P2	P2	A5	
2.36.04	GROOMING/TOILET	T2	TB1	WT1-2	WT1-2	WT1-2	WT1-2	A5	
2.36.05	SHOWERS	T2	TB1	WT1-2	WT1-2	WT1-2	WT1-2	P14	
2.40.01	CORRIDOR	RF2-3	B6	P3	P3	P3	P3	A5	
2.40.02	TEAM STORAGE	SC1	B1	P1	P1	P1	P1	A5	

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ST-3	STAIR #3								
2.41.02	FAMILY TOILET	SC1	B1	P1	P1	P1	P1	N.C.	
2.41.03	MEN	SC1	B1	P1	P1	P1	P1	N.C.	
2.41.04	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.42.01	CONCESSION	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.42.02	PREP	RF4	IB1	PP1/P9a	PP1/P9a	PP1/P9a	PP1/P9a	A6	
2.44.01	WOMEN	SC1	B1	P1	P1	P1	P1	N.C.	
2.44.02	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
2.46.01	MAIN ELEC	SC1	B1	P1	P1	P1	P1	N.C.	
2.46.02	EMERGENCY ELEC	SC1	B1	P1	P1	P1	P1	N.C.	
2.46.03	DEMARC ROOM	SC1	B1	P1	P1	P1	P1	N.C.	
2.47.01	SATELLITE RETAIL	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
2.47.02	VENDOR COMM	SC1	B1	P1	P1	P1	P1	N.C.	
3.14.01	PARTY SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.15.01	PARTY SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.15.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.16.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.18.01	IDF	SC1	B1	P1	P1	P1	P1	N.C.	
3.19.01	ELEC	SC1	B1	P1	P1	P1	P1	N.C.	
3.21.01	WOMEN	T3	TB2	WT4/P9	P9	P9	P9	A7	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT
3.21.02	VESTIBULE	RF2-3	B6	P3	P3	P3	P3	P13	
3.21.03	FAMILY TOILET	T3	TB2	P9	WT4/P9	P9	P9	A7	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT
3.21.04	MEN	T3	TB2	P9	WT4/P9	P9	P9	A7	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT
3.21.05	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
3.21.06	TRASH	SC1	B1	P1	P1	P1	P1	N.C.	
3.21.07	CORRIDOR	RF2-3	B6	P3	P3	P3	P3	A6	
3.21.08	PANTRY	RF4	IB1					A6	
3.22.01	BUFFET	RF4	IB1					A4	
3.24.01	BAR	RF4	IB1						
3.24.02	CLUB	XF1	TBD					A4/P13	
3.25.01	KITCHEN	RF4	IB1					A6	
3.25.02	KITCHEN OFFICE	RF2-3	B6	P3	P3	P3	P3	A6	
3.25.03	DRY STORAGE	RF2-3	B6	P3	P3	P3	P3	A6	
3.25.04	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
3.26.01	STORAGE	RF2-3	B6	P3	P3	P3	P3	A6	
3.28.01	LOBBY	C5-6	B5	P8	P8	P8	P8	A1	
3.29.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL

GMP AMENDMENT
ATTACHEMENT "A-4"

3.30.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.30.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.31.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.31.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.31.03	FAMILY TOILET	T3	TB2	P9	WT4/P9	P9	P9	A7	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT
3.31.04	MEN	T3	TB2	P9	P9	WT4/P9	WT4/P9	A7	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT
3.31.05	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
3.31.06	STORAGE	SC1	B1	P1	P1	P1	P1	N.C.	
3.32.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.32.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.32.03	WOMEN	T3	TB2	P9	P9	P9	WT4/P9	A7	WALL TILE ONLY BEHIND FIXTURES IN TOILET RM-FULL HT
3.32.04	JANITOR'S CLOSET	SC1	B1	P1	P1	P1	P1	N.C.	
3.32.05	CORRIDOR	SC1	B1	P1	P1	P1	P1	N.C.	
3.32.06	IDF	SC1	B1	P1	P1	P1	P1	N.C.	
3.32.07	TRASH	SC1	B1	P1	P1	P1	P1	N.C.	
3.32.08	ELEC	SC1	B1	P1	P1	P1	P1	N.C.	
3.32.09	CORRIDOR	C5-6	B5	P8	P8	P8	P8	A1	
3.35.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.35.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.37.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.37.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.38.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.38.02	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
3.39.01	SUITE	C1/T1	WB1	P6-7	P6-7	P6-7	P6-7	A1/A3	P6 ABOVE REVEAL; P7 BELOW REVEAL
?	CORRIDOR	C5-6	B5	P8	P8	P8	P8	A1	

**GMP AMENDMENT
ATTACHMENT "A-5"**

ALVIN H. BUTZ, INC.



**Project: PNC FIELD - LACKAWANNA COUNTY STADIUM
FF&E ITEMS CLARIFICATION**

**03/23/12
REVISED 3/27/12**

	INCLUDED IN GMP COST	INCLUDED IN FF&E BUDGET	BY FOOD SERVICE
Furniture			
Office Furniture		X	
Modular Office Partitions		X	
Retail Store Furnishings		X	
Merchandise Sales Display Counters, Shelving, Signage		X	
Furnishings			
Storage Shelving		X	
Office Equipment (copiers, fax machines, computer workstations, etc.)		X	
Wall Hangings/Artwork		X	
Window Treatments (Curtains/Drapes/Shades)		X	
All Office Related Furnishings		X	
Ticket Sales Cash Drawers, Furniture, Safe, Etc.		X	
Team Store Specialty Lighting		X	
Cup Holders	X		
Toilet Accessories excluding Soap, Toilet Paper & Paper Towel	X		
Soap, Toilet Paper & Paper Towel Dispensers		X	
Equipment			
Dumpsters		X	
Parking Control Devices including Cones and Horses		X	
Fire Extinguishers and Cabinets	X		
Trash Bailer		X	
Appliances			
Washers and Dryers -Clubhouse/BOH Spaces		X	
Kitchen and Breakroom Appliances including Refrigerator, Ice Machines and Microwaves			X
Suite Refrigerator and Countertop Induction Units furnished and installed under an Allowance	X		
Concessions and Food Service Equipment			
Kitchen Wares (pots, pans, utensils, etc.)			X
Portable Concessions Carts			X
Picnic Tables			X
Concession Kitchen Equipment & Kitchen Hoods			X
Concession Equipment (ovens, grilles, cooking equipment, grease traps, freezers, refrigerators, and food and beverage dispensing equipment)			X
Cash Registers			X
Beverage line conduits (Beer Only)	X		
Menu Boards, Concession Area Signage			X
Condiment Stands and Shelves			X
Site Furnishings & Equipment			
Picnic Tables		X	
Bar Stools/Drinkrail Stools		X	
Site Benches		X	
Playground Equipment		X	
Playground Area Soft Floor Surface		X	
Bullpen Benches		X	
Turnstiles		X	

**GMP AMENDMENT
ATTACHMENT "A-5"**

ALVIN H. BUTZ, INC.



**Project: PNC FIELD - LACKAWANNA COUNTY STADIUM
FF&E ITEMS CLARIFICATION**

**03/23/12
REVISED 3/27/12**

INCLUDED IN GMP COST	INCLUDED IN FF&E BUDGET	BY FOOD SERVICE
-------------------------------------	--	--------------------------------

Bike racks		X
Flags and Banners		X
Outfield flag poles	X	
Drink Rails	X	
Perimeter Fence and Gates	X	
Chain Link Fencing	X	
Batter's Eye Structure and Cover	X	
ATM Machines		X

Athletic & Field Equipment

Indoor Batting Cages/Netting		X
Hanging Nets and Batting "T"s In Bat Swing Rooms		X
Trainers Equipment, Whirlpools, Taping Tables, etc.		X
Weight Room Equipment		X
Outfield Wall Pads	X	
Dugout Benches and Bat Rack	X	
Lawn Mowers and Maintenance Equipment including Rakes, Shovels, etc.		X
Bases and Pitching Rubber, Portable Batting Cages, Field Tarps, Pitching Machines and Pre-game Screens		X

Signage/Features

Exterior		X
Interior		X
Marquees		X
ADA Room Signage	X	
Wayfinding/Directional Signage		X

Information Technology

Handsets		X
Pathways	X	
Cabling/Terminations		X
PBX and All Rack Phone Equipment		X
Computer Equipment		X
TeleData Site Wiring into the Building	X	
Ticket Sales Hardware and Software		X

Audio/Visual

Pathways and Power to Equipment	X	
Wiring/Cabling for Equipment	X	
Televisions (In areas exclusive to Mandalay)		X
Sound System Speakers, Poles, Conduit & Wiring to Equipment	X	
Sound System Equipment (audio equipment, microphones, etc)		X

Scoreboard, Video Display & Advertising Systems

Pathways to Equipment	X	
Power to Display Equipment	X	
Scoreboard Structure		X
Scoreboard Foundations	X	
Scoreboard, Display Equipment		X
Advertising Displays & Equipment		X

**GMP AMENDMENT
ATTACHMENT "A-5"**

ALVIN H. BUTZ, INC.



**Project: PNC FIELD - LACKAWANNA COUNTY STADIUM
FF&E ITEMS CLARIFICATION**

03/23/12

REVISED 3/27/12

	INCLUDED IN GMP COST	INCLUDED IN FF&E BUDGET	BY FOOD SERVICE
Speed of Pitch Display		X	
Speed of Pitch Radar Equipment		X	
Billboards and Advertising Signs		X	
Billboards and Advertising Sign Foundations and Structures (except for LF Advertising foundations)		X	
Left Field Advertising Signs Foundation	X		
Marquee Fixtures, Structure, Power		X	
Coaching Video System			
Empty Conduit Systems	X		
Equipment		X	
Satellite & TV Transmission Systems			
Power	X		
Equipment/Signal Wire		X	
TV Distribution System			
Conduit, Copper Cable, Fiber	X		
Head End Equipment		X	
TV Sets and Mounting Brackets		X	
TV Mounting Bracket Wall Blocking	X		
Cable TV Site Wiring from Utility Pole into the Building (by Utility Co.)		X	
Security			
Access control devices (card readers)		X	
Pathways to devices	X		
Wiring for devices	X		

Foodservice General Requirements

GENERAL RESPONSIBILITIES ITEM	Food Service Bidder		OTHER TRADES		NOTES
	Provide	Install	Provide	Install	
General					
deliver, uncrate and set in place equipment	X	X			
wall blocking			X	X	Carpenter
all floor, wall, roof penetrations, sleeving and fireproofing/insulation(must be on Legend's dwgs)			X	X	All Trades
start-up, testing and calibrating equipment	X				
data cabling			X	X	Electric
Stainless steel counters in concession areas only	X	X			
Electrical					
all final electrical connections and interconnections to equipment room building services			X	X	
all control wiring			X	X	
all floor, wall, roof penetrations, sleeving and fireproofing/insulating/re-sealing			X	X	
electrical disconnects as required			X	X	
review food service coordination drawings and notify of any discrepancies between architectural / MEP drawings			X	X	
Plumbing					
all final plumbing connections and interconnections to equipment from building services			X	X	
all plumbing materials including pipes, traps, stops, valves, fittings, shut-offs, water hammer arrestors, pressure-reducing valves, etc. for a complete and operable system.			X	X	
all floor, wall, roof penetrations, sleeving and fireproofing/insulating/re-sealing			X	X	
sinks/ faucets	X			X	
waste fittings	X			X	
flexible gas hoses for mobile equipment	X			X	
appliance gas pressure regulators	X			X	
primary gas pressure regulator for main feed to equipment	X			X	
s/s floor troughs	X			X	
floor drains/Sinks (1/2 grate style)			X	X	Plumber

NOTES:

1. See coordination drawings for location
2. Maximum gas pressure not to exceed 14" WC natural gas. **Verify gas pressure requirements with food service representative for LP service**

THIS MATRIX IS A GUIDELINE TO IDENTIFY GENERAL INSTALLATION REQUIREMENTS FOR FOOD SERVICE EQUIPMENT AND IS NOT TO BE CONSIDERED A COMPREHENSIVE LISTING. PLEASE REFER TO ALL FOOD SERVICE EQUIPMENT SUBMITTALS FOR DETAILED INFORMATION ON INSTALLING AND/OR CONNECTING EQUIPMENT.

HOODS

ITEM	Food Service Bidder		OTHER TRADES		NOTES	
	Provide	Install	Provide	Install		
Exhaust Ventilator						
exhaust ventilator with backsplash	X			X	HVAC	
duct work and duct connections at hood collars			X	X	HVAC	
additional structural support beyond hanging materials			X	X		
fan starters and/or relays			X	X		
control wiring from fan starters to hood fan controls			X	X	Electrical	1, 2
provide fan on/off switches	X			X	Electrical	1, 2
inter-connecting light circuits at field joints			X	X	Electrical	1
final electrical connections to lights				X		
light fixtures and light bulbs	X	X				
air balancing				X	Mech. Owner	
permits to hang hoods (if required) (by Owner)						
closure panels to finished ceiling	X			X		
Dishwasher Condensate Hood/Exhaust Duct						
condensate hood	X	X				
additional structural support beyond hanging materials			X	X		
closure panels to finished ceiling	X			X		
duct work and duct connections at collar	X		X	X	HVAC	
fan/dishmachine interlock relay			X	X	Electrical	3,4
interwire interlock relay to fan motor starters			X	X	Electrical	
air balancing			X			
gas connections			X	X	Plumbing	1
all final water connections			X	X	Plumbing	1
gas pressure regulator to regulate main gas service to equipment			X	X	Plumbing	4
gas pressure regulators for appliances	X			X		2, 3
wiring to fans/fan starters, hood lights, fire suppression systems	X			X	Electrical	
water filters/conditioners for steam equipment	X			X	Plumbing	
shunt trip breakers & hood interlocks			X	X	Electrical	

NOTES:

1. See hood manufacturer's shop drawings for additional details
2. Verify if fan controls are part of hood package supplied by food service
3. Starts fan when dishmachine is activated
4. Control wiring from relay on dishmachine to fan starters by electrical contractor

THIS MATRIX IS A GUIDELINE TO IDENTIFY GENERAL INSTALLATION REQUIREMENTS FOR FOOD SERVICE EQUIPMENT AND IS NOT TO BE CONSIDERED A COMPREHENSIVE LISTING. PLEASE REFER TO ALL FOOD SERVICE EQUIPMENT SUBMITTALS FOR DETAILED INFORMATION ON INSTALLING AND/OR CONNECTING EQUIPMENT.

Foodservice General Requirements

MISCELLANEOUS EQUIPMENT ITEM	Food Service Bidder		OTHER TRADES		NOTES	
	Provide	Install	Provide	Install		
Soda Systems						
soda line conduit from soda system to dispensers					NA	
CO2 lines and tanks	X	X				2
soda dispensers	X	X				2
potable water connections at carbonator				X	Plumbing	2
electrical connections to carbonators and dispensers				X	Electrical	2
Hose Reels						
hose reel	X			X		
control cabinet with mixing valve and shut-off valve	X			X		
vacuum breaker	X			X	Plumbing	
interpiping blended water from control panel to hose reel				X	Plumbing	
Beer Conduit						
at Club Bar and Tiki Bar only			X	X	Plumbing	
Ice Machines						
ice machine and bin	X					
water filter	X			X	Plumbing	
interpipe water through water filter				X	Plumbing	
electrical disconnects (if required)			X	X	Electrical	

NOTES:

1. See food service bidder coordination drawings for locations and details
2. Vendor provided and installed-must use plenum rated installation

THIS MATRIX IS A GUIDELINE TO IDENTIFY GENERAL INSTALLATION REQUIREMENTS FOR FOOD SERVICE EQUIPMENT AND IS NOT TO BE CONSIDERED A COMPREHENSIVE LISTING. PLEASE REFER TO ALL FOOD SERVICE EQUIPMENT SUBMITTALS FOR DETAILED INFORMATION ON INSTALLING AND/OR CONNECTING EQUIPMENT.



**GMP AMENDMENT
ATTACHMENT “B-1”**

Project: **PNC FIELD – LACKAWANNA COUNTY STADIUM
LIST OF ALLOWANCES**

**3/23/12
REVISED 3/26/12**

Rock Removal - \$43,750

Plant Material & Decorative Landscape Allowance - \$150,000

Clubhouse Renovation - \$400,000

Building Signage and Structure and Power - \$100,000

Kid’s Play Area Fence and Netting Allowance - \$30,000

Beverage Line Conduit Allowance - \$40,000

Furnish and install induction warming units and refrigerators (18 ea.) in Suites - \$60,000

Provide installation of Kitchen Equipment from Legends per revised Food Service
General Requirements dated 3/26/12- \$75,000

Alternates – To be Determined



**GMP AMENDMENT
ATTACHMENT “C-1”**

**Project: PNC FIELD – LACKAWANNA COUNTY STADIUM
DRAWINGS AND SPECIFICATIONS**

**3/16/12
REVISED 3/27/12**

The following documents are included in the GMP. Documents issued with a later date take precedence in scope of work over documents issued with an earlier date.

1. Ewing Cole Demolition Package Drawings and Specifications dated 1/11/12. Refer to list of drawings and specifications attached.
2. Ewing Cole Construction Documents Progress Set Drawings and Specifications dated 2/8/12. Refer to list of drawings attached.
3. Ewing Cole Foundation Package Drawings and Specifications dated 2/17/12. Refer to list of drawings and specifications attached.
4. Ewing Cole Earthwork and Underground Utilities Package Drawings and Specifications dated 3/7/12. Refer to list of drawings and specifications attached.
5. Ewing Cole Steel Package Drawings and Specifications dated 3/9/12. Refer to list of drawings and specifications attached.

Supplemental Drawings, Sketches and Narratives

6. Ewing Cole ADA Enhancements – Option 1 Sketch dated 2/8/12 (basis of ADA pricing).
7. Ewing Cole marked-Up Overall Plans titled “Water Heater Pricing” (2 pages) dated 3/6/12 (basis of Plumbing VE items).
8. Ewing Cole Colored Steel Paint Plans undated and received 2/17/12.
9. Ewing Cole Electrical Site Plan titled “Service Option for (2) Service Transformers For Pricing Only”, undated and email correspondence from EC received 2/29/12 and 2/28/12 (basis for Redesign Electrical Distribution VE Item).
10. Ewing Cole Outfield Bar Design Drawings and Site Plan dated 3/7/12 (basis of Tiki Bar Design Development and Grill Enclosure Costs).
11. Ewing Cole Picnic Servery Description email dated 3/9/12 (basis of Picnic Servery Structure costs).
- 11A Ewing Cole Millwork Elevation Drawings A6-12-1, A6-12-2 & A6-13-1 undated and transmitted at 3/22/12 meeting.



**GMP AMENDMENT
ATTACHMENT “C-1”**

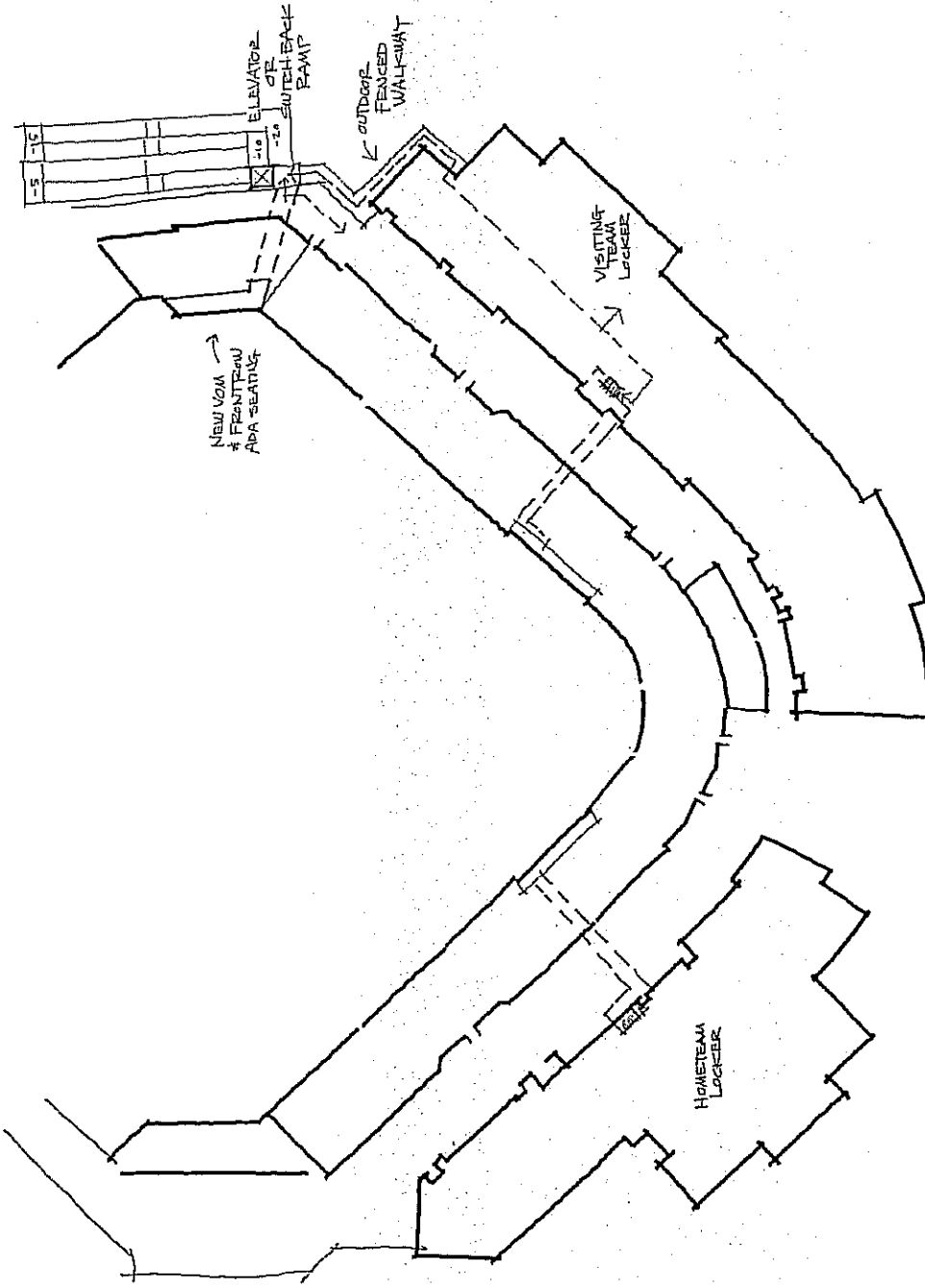
**Project: PNC FIELD – LACKAWANNA COUNTY STADIUM
DRAWINGS AND SPECIFICATIONS**

**3/16/12
REVISED 3/27/12**

- 11B Ewing Cole Club Area Drawings titled “Club Area Floor Plan”, “Elevation of Club Entry 2nd Floor” and “Perspective of 2nd Floor Club Entry” undated and transmitted 3/9/12.
- 12. Ewing Cole Interior Finish Legend dated 3/26/12 and Room Finish Schedule dated 3/27/12 included as GMP Amendment Attachment “A-4”.

The following documents are included in the GMP and take precedence in scope of work over Ewing Cole issued documents above.

- 13. AHB Dugout Toilet Room Revised Ewing Cole Sketch dated 9/29/11 (basis of Dugout pricing).
- 14. AHB Mark-Up dated 2/3/12 of Ewing Cole Drawings AS1-1, A7-2-1 and A7-2-2 (basis of Sitework VE Items). AS1-1, A7-2-1 and A7-2-2 are relevant to the changes in scope as identified in the accepted VE Items List and not for any other work scope indicated on these drawings, i.e., the Section at Bullpens 2/A7-2-2 and Section at Field Access Drive 1/A7-2-2 are superseded by newer design/drawings issued regarding sign and scoreboard structure and foundations.
- 15. AHB Mark-Up dated 2/28/12 of EC Drawings A3-2-B1, B2, C1 & C2 (basis of Masonry VE Items)
- 16. AHB Railing Sketches (9 pages) dated 2/7/12 (basis of Miscellaneous Metals VE items).



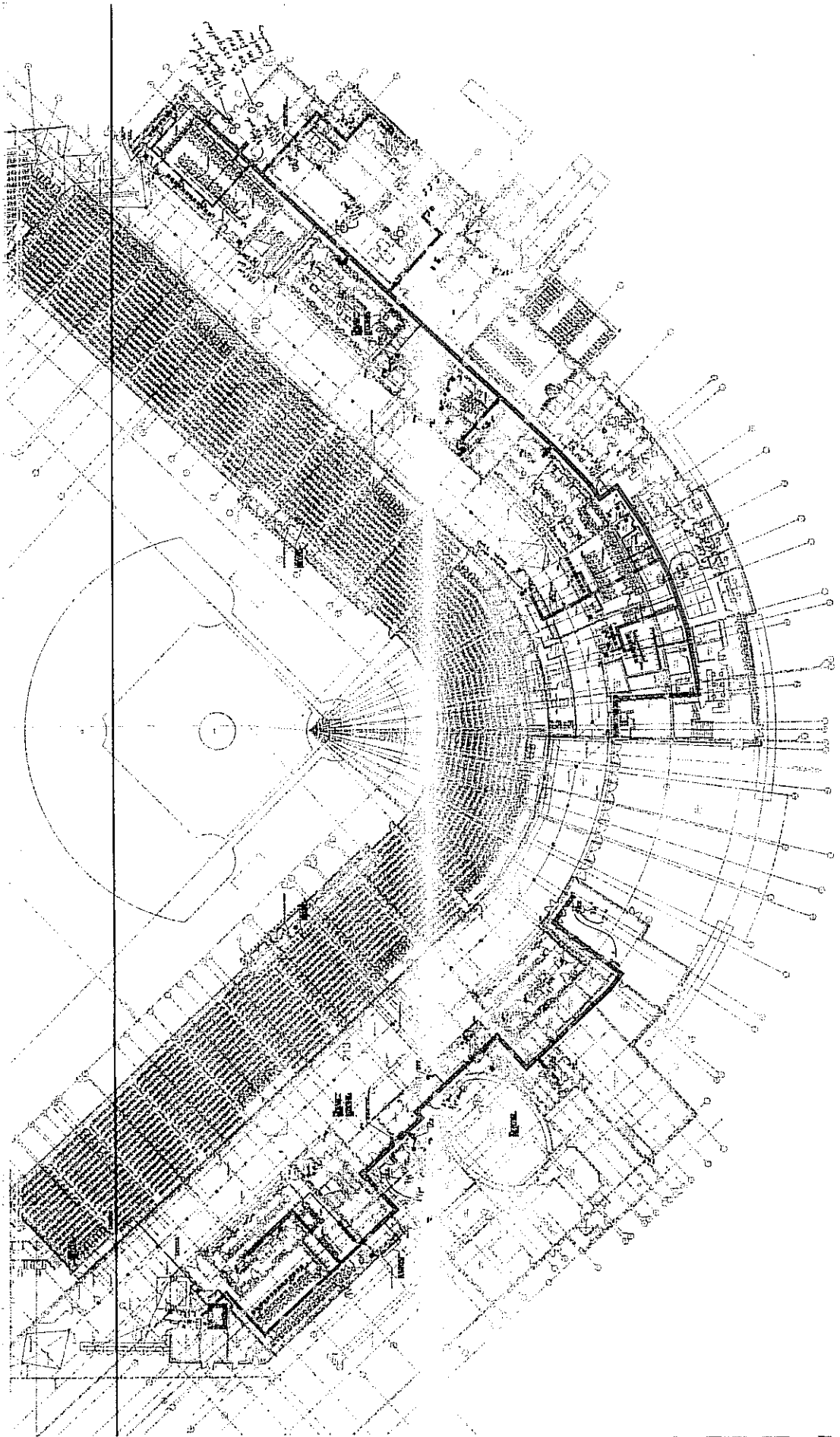
LACKAWANNA COUNTY STADIUM

ADA ENHANCEMENTS - OPTION 1

EWING
COLE

02/06/2012

#6

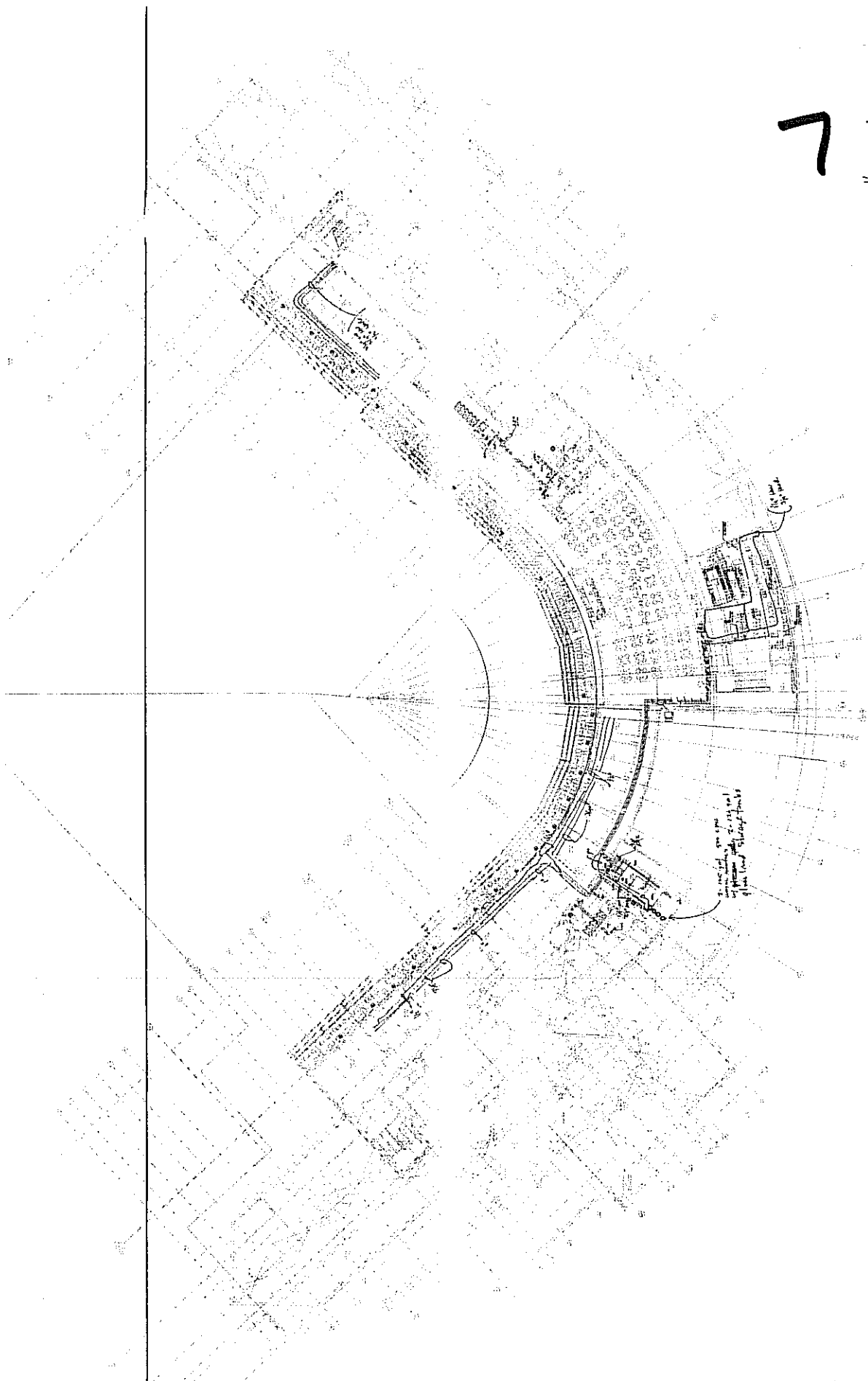


1/16 Scale
3-6-17
Walter H. H. H. H.

7

7

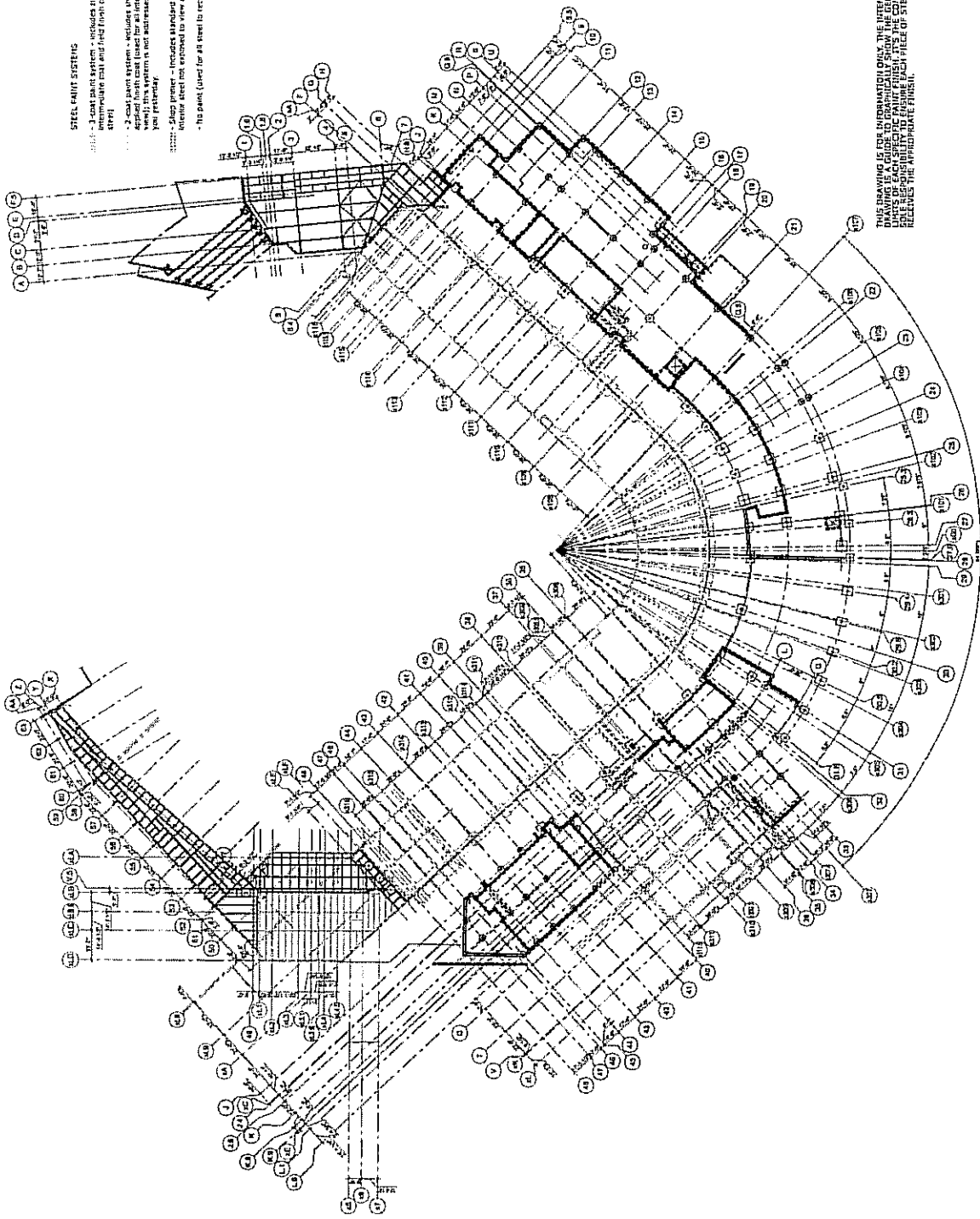
1/16 scale
3-6-12
water table plan



8

STEEL PAINT SYSTEMS

- 3 coat paint system - includes zinc rich shop primer, shop primer and zinc rich top coat (used for all exterior steel)
- 2 coat paint system - includes zinc primer and field applied finish coat (used for all interior steel exposed to weather)
- 1 coat paint system - includes zinc primer (used for all interior steel not exposed to weather and zinc rich top coat)
- No paint (used for all steel to receive epoxy floor coating)



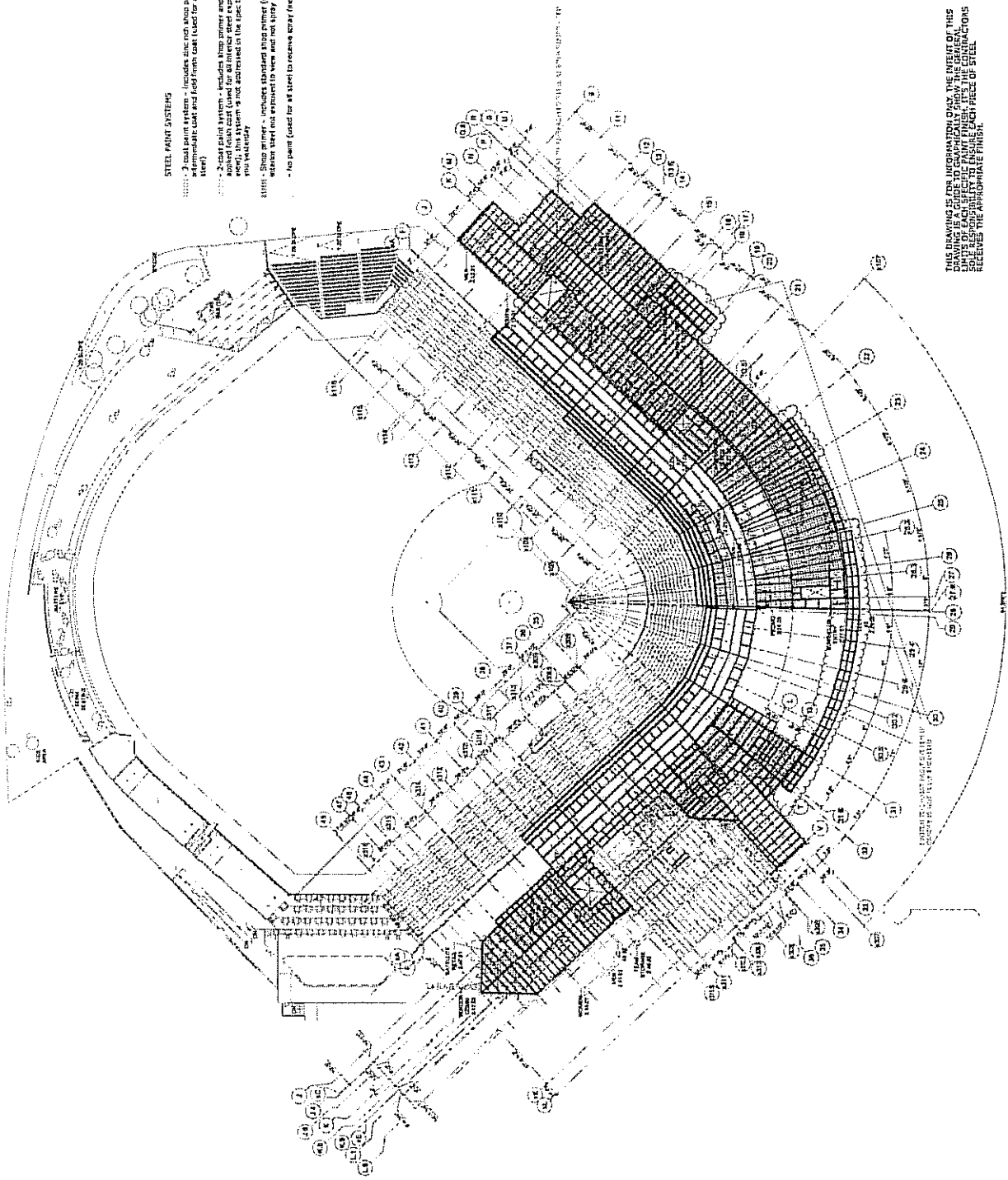
THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS A GUIDE TO GENERALLY SHOW THE GENERAL LAYOUT OF THE STRUCTURE TO BE CONSTRUCTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE APPROPRIATE FINISH.

GENERAL LAYOUT OF STEEL MEMBERS AND CONNECTIONS

REC'D 2/24/12

STEEL PAINT SYSTEMS

- 3-coat paint system - includes shop primer, shop intermediate coat and field finish coat (used for all exterior steel)
- 2-coat paint system - includes shop primer and field applied finish coat (used for all interior steel exposed to atmosphere)
- 1-coat paint system - includes shop primer and field applied finish coat (used for all interior steel not exposed to atmosphere)
- Shop primer - includes standard shop primer (used for all exterior steel not exposed to atmosphere)
- No paint (used for all steel to receive spray fireproofing)



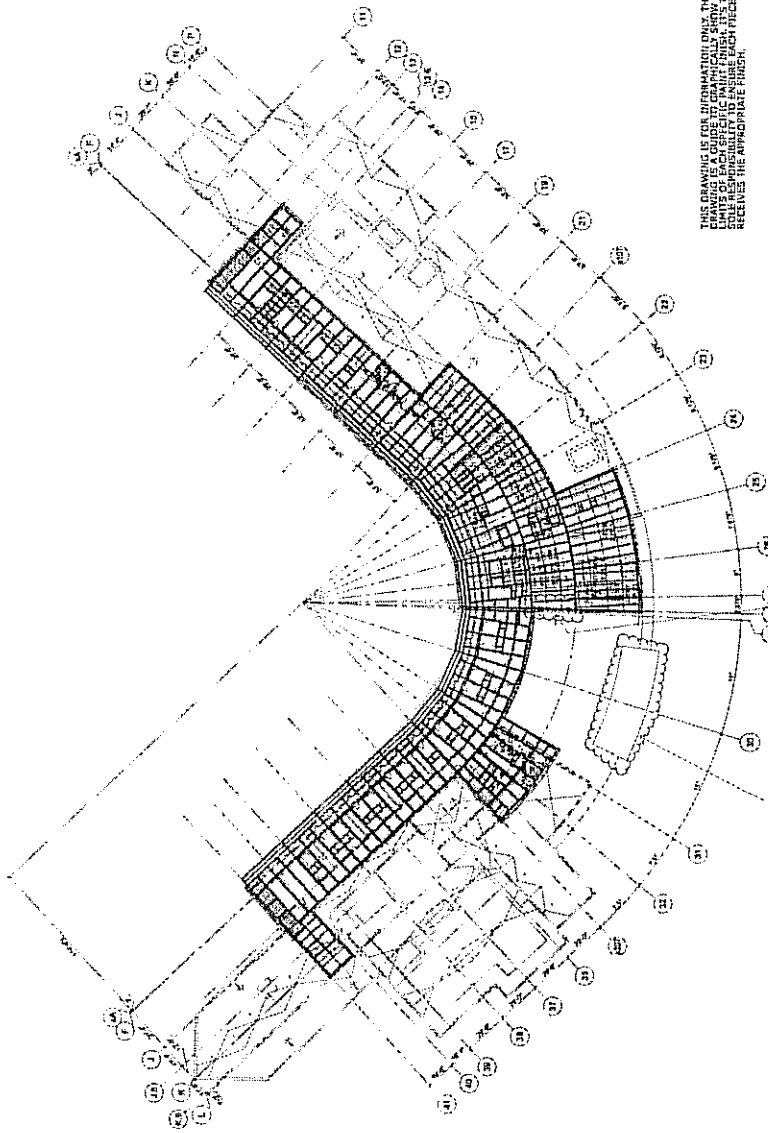
THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS A GUIDE TO GRAPHICALLY SHOW THE GENERAL LAYOUT OF THE STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE EACH MEMBER RECEIVES THE APPROPRIATE FINISH.

1 TOTAL STEEL STRUCTURE PLAN

RBC'D 2/24/12

STEEL PAINT SYSTEMS

- 3 coat paint system - includes zinc shop primer, zinc intermediate coat and final finish coat (used for all exterior steel)
- 2 coat paint system - includes zinc primer and field applied finish coat (used for all interior steel exposed to weather)
- 2 coat primer - includes zinc primer (used for all interior steel not exposed to the weather) and zinc primer (used for all interior steel not exposed to view and not later fireproofed)
- No paint (used for all steel to receive spray fireproofing)



THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS TO GUIDE CONTRACTORS IN THE GENERAL CONSTRUCTION OF THE PROJECT. CONTRACTORS SHALL BE RESPONSIBLE TO VERIFY THAT ALL CONDITIONS RECEIVED ARE THE APPROPRIATE FINISH.

NO. 10 LAPPING GALV. COATED STEEL
CONCRETE FLOOR TO BE CAST IN PLACE

STAINLESS STEEL TO BE USED FOR ALL EXPOSED TO WEATHER

PBB'D 2/24/12

9

McCabe, Larry E.

From: Cunningham, Robert [rcunningham@ewingcole.com]
Sent: Wednesday, February 29, 2012 6:14 PM
To: McCabe, Larry E.
Cc: Patel, Pradeep R.; Schmitt, Craig J.; Garman, Richard G.; Arnone, Anthony L.; Cunningham, Robert; Kolonauski, Barbara
Subject: PNC Park Electrical Estimate Review with CM
Attachments: Provide 2nd Service for PNC.PDF; E4-1-1 VE OPTION.PDF; Feeder ID Schedules - 3W AL.PDF; Feeder ID Schedules - 4W AL.PDF; Musco Budget Estimate 2-24-12.pdf

MEP question & comments based on conference call of 2/29/12 with Larry McCabe.

ELCTRICAL

1.As discussed provide order of magnitude savings with proposed option of 2 service transformer, 2-2000A switchboard including reduce feeder sizes. We have attached Electrical Site plan, Single line diagram and Alumn. Feeder conversion schedule for your sub contractors use. Note that a new electrical room will located at the south end of the building.

Also, there will be a significant reduction in conduit and multiple conductor feeders if this additional switchboard were provided. The gross sum of conduit and multiple conductor feeders will be reduced from approximately 14,000 lf to 3000 lf. These feeder lengths are our approx. cable lengths and will need to be confirmed by your sub contractor

- 2.Provide VE for using aluminum alloy MC feeder cables for under slab and overhead runs
 - 3.Larry explained that a 4% contingency was added to line item estimate from September.
 - 4.Discussion on branch circuiting was to minimize conduits by providing MC branch circuits to electrical room junction boxes and make transition to conduit as you enter panelboards. Use MC pvc jacketed branch circuiting in Concourse areas.
 - 5.Require updated food service drawings to confirm quantities of electrical and POS.
 - 6.We have sent the pricing document from MUSCO based on our meeting Monday see attached PDF. In order to reduce the sports lighting budget it was agreed to base the design on MUSCO. It was also recommended that MUSCO provide the foundation design for the 4 outfield poles as part of the work. CM stated that they have sent Musco the soils report to determine foundation requirements. CM to provide reduced cost savings.
 7. Item deals with Lighting package. A goal of 10% was targeted. After speaking with lighting vendor we were able to reduce lighting package by 67,000 dollars. Information sent to CM this morning.
 8. Parking lot value of 275,000 dollars was discussed. It was agreed that CM would revisit this number and reduce scope of work for the site lighting package. Provide branch circuiting to pole only and connect to panelboards that are presently in project.
 9. Reduce cable tray from 1800 feet to 600 feet in estimate.
 10. Temporary power will stay in electrical budget per county requirements.
- If you have any questions please contact either Rick or me.

9

FEEDER IDENTIFICATION SCHEDULE	
FEEDER TAG	ALUMINUM (AL) MC CABLE
3W20	NA
3W25	NA
3W30	NA
3W35	NA
3W40	NA
3W45	NA
3W50	NA
3W60	NA
3W60(1)	NA
3W70	NA
3W80	NA
3W80(1)	NA
3W90	NA
3W90(1)	NA
3W100	3#1/0 & #6 G
3W100(1)	3#1/0 & #6 G
3W110	3#1/0 & #4 G
3W125	3#1/0 & #4 G
3W125(1)	3#2/0 & #4 G
3W150	3#2/0 & #4 G
3W150(1)	3#3/0 & #4 G
3W175	3#3/0 & #4 G
3W175(1)	3#4/0 & #4 G
3W200	3-250KCMIL & #4 G
3W225	3-300KCMIL & #2 G
3W250	3-350KCMIL & #2 G
3W300	3-500KCMIL & #2 G
3W350	3-600KCMIL & #1 G
3W350(1)	3-700KCMIL & #1 G
3W400	3-750KCMIL & #1 G
3W400(1)	2-[3-250KCMIL & #1 G]
3W450	2-[3-300KCMIL & #1/0 G]
3W450(1)	2-[3-300KCMIL & #1/0 G]
3W500	2-[3-350KCMIL & #1/0 G]
3W600	2-[3-500KCMIL & #2/0 G]
3W700	2-[3-600KCMIL & 3/0 G]
3W700(1)	2-[3-700KCMIL & 3/0 G]
3W800	2-[3-750KCMIL & 3/0 G]
3W800(1)	3-[3-400KCMIL & 3/0 G]
3W900	3-[3-500KCMIL & 4/0 G]
3W1000	3-[3-600KCMIL & 4/0 G]
3W1200	4-[3-500KCMIL & 250KCMIL G]
3W1400	4-[3-700KCMIL & 350KCMIL G]
3W1600	5-[3-600KCMIL & 350KCMIL G]
3W1800	5-[3-700KCMIL & 400KCMIL G]
3W2000	6-[3-600KCMIL & 400KCMIL G]
3W2500	7-[3-700KCMIL & 600KCMIL G]
3W3000	8-[3-700KCMIL & 600KCMIL G]
3W4000	11-[3-700KCMIL & 900KCMIL G]

9

FEEDER IDENTIFICATION SCHEDULE	
FEEDER TAG	ALUMINUM (AL) MC CABLE
4W20	NA
4W25	NA
4W30	NA
4W35	NA
4W35T	NA
4W40	NA
4W45	NA
4W50	NA
4W50T	NA
4W50T2	NA
4W50	NA
4W50(1)	NA
4W70	NA
4W80	NA
4W80(1)	NA
4W90	NA
4W90(1)	NA
4W100	4#1/0 & #6 G
4W100(1)	4#1/0 & #6 G
4W100T	4#1/0 & #6 G
4W100T2	3#1/0, 250KCMIL N & #6G
4W110	4#1/0 & #4 G
4W125	4#1/0 & #4 G
4W125(1)	4#2/0 & #4 G
4W150	4#2/0 & #4 G
4W150(1)	4#3/0 & #4 G
4W150T	4#3/0 & #4 G
4W150T2	3#3/0, 2#3/0 N & #4G
4W175	4#3/0 & #4 G
4W175(1)	4#4/0 & #4 G
4W200	4-250KCMIL & #4 G
4W200T	4-250KCMIL & #1/0 G
4W225	4-300KCMIL & #2 G
4W250	4-350KCMIL & #2 G
4W250T	4-350KCMIL & #1/0 G
4W250T2	3-350KCMIL & 2-350KCMIL N & #1/0G
4W300	4-500KCMIL & #2 G
4W350	4-600KCMIL & #1 G
4W350(1)	4-700KCMIL & #1 G
4W400	4-750KCMIL & #1 G
4W400(1)	2-[4-250KCMIL & #1 G]
4W400T	2-[4-250KCMIL & #3/0 G]
4W400T2	2-[3-250KCMIL, 2-250KCMIL N & #3/0G]
4W450	2-[4-300KCMIL & #1/0 G]
4W450(1)	2-[4-300KCMIL & #1/0 G]
4W500	2-[4-350KCMIL & #1/0 G]
4W500T	2-[4-350KCMIL & #3/0 G]
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4W700	2-[4-600KCMIL & #3/0 G]
4W700(1)	2-[4-700KCMIL & #3/0 G]
4W800	2-[4-750KCMIL & #3/0 G]
4W800(1)	3-[4-400KCMIL & #3/0 G]
4W800T	3-[4-400KCMIL & #4/0 G]
4W800T2	3-[3-400KCMIL, 2-400KCMIL N & #4/0G]
4W900	3-[4-500KCMIL & #4/0 G]
4W1000	3-[4-600KCMIL & #4/0 G]
4W1000T	3-[4-600KCMIL & 250KCMIL G]
4W1200	4-[4-500KCMIL & 250KCMIL G]
4W1400	4-[4-700KCMIL & 350KCMIL G]
4W1600	5-[4-600KCMIL & 350KCMIL G]
4W1800	5-[4-700KCMIL & 400KCMIL G]
4W1800T	5-[4-700KCMIL & 400KCMIL G]
4W2000	6-[4-600KCMIL & 400KCMIL G]
4W2500	7-[4-700KCMIL & 500KCMIL G]
4W3000	8-[4-700KCMIL & 600KCMIL G]
4W4000	11-[4-700KCMIL & 900KCMIL G]

EWING COLE

Professional Engineer License No. 10000
 State of Pennsylvania, PA 19104-1100
 1401 Walnut Street, Philadelphia, PA 19102
 Tel: 215-562-2222 Fax: 215-562-4444

Project Name: **LACKAWANNA COUNTY STADIUM**
 Date: **2/29/12**
 Drawing No: **EC-21**

1. THIS DRAWING IS THE PROPERTY OF E.W. COLE & COMPANY, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF E.W. COLE & COMPANY, INC.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
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6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
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8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

**SERVICE OPTION
 FOR (2) SERVICE
 TRANSFORMERS
 FOR PRICING ONLY**

LACKAWANNA COUNTY STADIUM

2000 Lackawanna Blvd., P.O. Box 1000
 Lackawanna, PA 17740

DATE: **2/29/12**

PROJECT: **EC-21**

DRAWING NO: **EC-21**

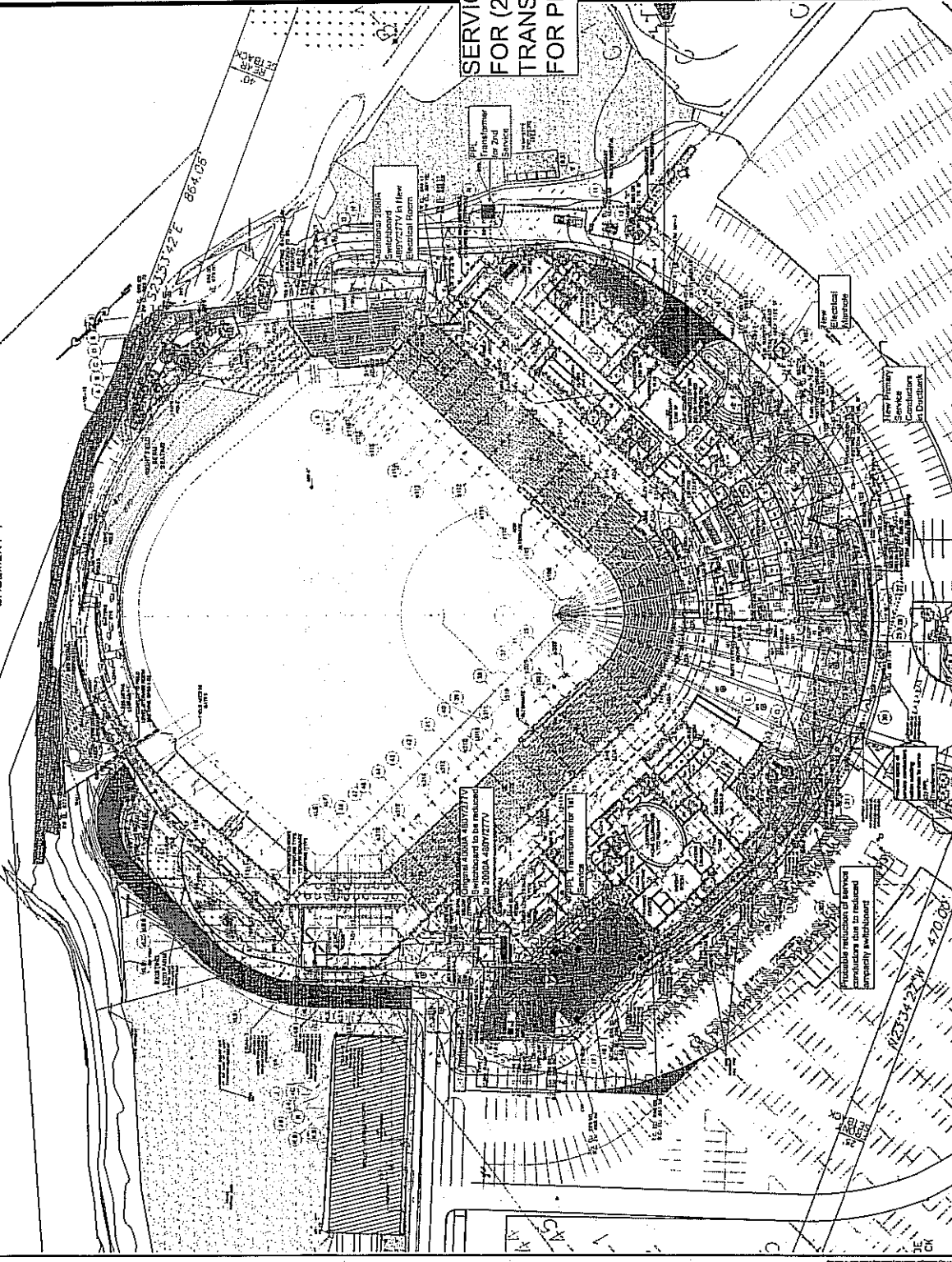
SCALE: **AS SHOWN**

BY: **[Signature]**

CHECKED BY: **[Signature]**

DATE: **2/29/12**

LACKAWANNA COUNTY
 MULTI-PURPOSE STADIUM AUTHORITY
 DEED (BK: 1180 PG: 581)
 EASEMENT 1



PECOR
 EMAIL
 2/29/12

9

PNC Field
MEP questions & comments to 2/8/12 Estimate
2/28/12

We have reviewed the Budget Estimate dated 2-8-2012 in order to understand the cost increases for the MEP systems, to understand the line items in the estimate and to look for opportunities for value engineering these systems. Our comments, areas of concern and VE opportunities are as follows:

Electrical

1. The first potential VE opportunity is aimed at reducing the over sizing of wiring to accommodate voltage drop based on the long distance of many feeders. Currently there is 1-4000 amp service located at the far end of the third base side of the stadium and all feeders originate their and extend around the building at 480 volts three phase. To accommodate for voltage drop on these long feeders the wire sizes need significantly increased. We suggest looking at splicing the main medium voltage PPL service feeder where it approaches the stadium and extending it to an area near the mechanical room on the first base side of the stadium and creating a second main electrical room. The 4000 amp Main Service Switchboard would be broken up into two separate 2000 amp Main Service Switchboards served by two separate PPL service transformers. The lengths of feeders would be connected to the nearest switchboard and their lengths would be significantly reduced as would as the over sizing of these feeders due to voltage drop. This option will require a second electrical room to be added on the 1st base side of the stadium, but the cost savings could be substantial, including the elimination of virtually all concrete encased ductbanks (refer to the Foundation bid package). *Note: This option would need to be reviewed and approved by PPL and the project would probably be required to pick up all costs (transformer, vault, feeders extension etc.). An idea that may be worthwhile but it appears this tome has passed?*
2. The second potential VE opportunity would be to use aluminum alloy MC cables for most of the secondary feeders (this excludes all branch circuiting and would exclude sports lighting power circuits if the project uses Musco luminaires and service entrance conduits for both normal and emergency feeders). We would suggest the regular aluminum MC Cable feeders for indoor feeder installations and PVC jacketed MC Cable for feeders installed outdoors or in the concourses or installed below grade. PVC Jacketed MC Cable feeders are approved for direct bury underground and could be installed under the main concourse to get to the electrical equipment they are feeding without manholes and should be able to cross the utility tunnel without significantly reducing available head height (supported directly to the concrete above when crossing the tunnel) which could create an opportunity to reduce feeder lengths and overall costs. Agreed and this is the direction that documentation should proceed.
3. What is the basis of the base price vs. current price? The last estimate we received on 11/29/2001 is the exact same amount as on this estimate. The updated price provided
4. Can you provide a description of the installation wiring means and methods used for branch circuits within this building for this cost estimate? We want to make sure that we are on the same page for means and methods as we think this item is worked into many line items of this estimate. Refer to the Outline spec and Narrative for what was agreed upon and used as a basis.
5. Please provide an explanation for the number of portable concessions and the number of fixed concessions? There are only four fixed concessions and the quantity of the portable concessions varied slightly per the food service meeting you attended. We do not understand where the 35 fixed concessions are and what the 3 portable concessions are

based on the recent food service meeting. POS refers to a Point of Sale location -we fully understand there are four main concession locations and the change to portable concessions is understood.

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6. Please provide the basis for the sports lighting costing \$842,600? Please furnish the equipment costs from Musco as these costs plus installation seem very high for the budgetary numbers we have seen on this and recent projects. Please furnish more detailed information on these substantial line items as well as the justification for the \$125,000 additional cost without any change in project scope. The cost is not \$842K for the Musco package. Theirs includes Lights, poles and increased (including subcontractor markup) by \$125,000 as shown as an increase in the 2/23 document.
7. Please provide a detailed description of what lights on our 2/8/2012 progress set are included the Interior lighting, Exterior Lighting, Concourse Accent Lighting, Pedestrian Lights at entrances/plaza sub items in this estimate. Please also provide your quantity take off for all light fixtures based on our 2/8/2012 drawings and a break out of luminaire cost and installation cost for each. Provided by Illuminations based on the 2/8/12 progress drawings. There $361,000 - 20\% = 434,000$ LIGHT $\rightarrow 10\%$
8. Please provide a breakout of the parking lot lighting rework estimate based on the updated drawing provided by EwingCole that was to be included on the 2/8/2012 progress set. The \$275000 included is based on the data provided by Ewing Cole on their design and has not been revised.
9. Where is the 1800 feet of cable tray located? Our drawings only show approximately 600 feet. Not updated from 2.23.12
10. Temporary power and light belongs in general conditions not the electrical estimate. Disagree, it is provided by the electrical contractor and since Lackawanna County is the holder of the contract-it will remain there.

Mechanical

1. The 2/8/12 estimate is identical to the 11/29/11 estimate and does not appear to reflect any of the drawing changes from the DD or CD Progress set. Agree that a full update of the detail has not been provided. Refer to the e mail sent that outlines that equipment cost increases are based on all the increased sizes per the 2.8.12 documents
2. Butz needs to explain what is included in the \$400,000 increase due to equipment sizes and distribution. Why is this not reflected in the 2/8/12 estimate? What pieces of equipment are included in the increase? What portion of the increase is due to distribution? The systems would have required distribution regardless of the size and therefore the increase in cost of distribution should be minimal due to the increase in equipment sizes. Refer to the e mail sent that outlines that equipment cost increases are based on all the increased sizes per the 2.8.12 documents. Remember that 2.8.12 with requested supplemental information is the first time that equipment selection criteria was provided by EC other than in Narrative form or in review with Mike L of the fall of 2011 estimates. Biggest singular increase is size of the suite units from the agreed upon 2.5 tons. AHB does not dispute any need for increased sizes based on calculations performed by EC, things do change and when they do, cost goes up.
3. EC is re-reviewing the sizing of equipment serving the Suites, the Club and the Club Kitchen (which is dependent on the Food Service equipment). OK

4. We also have the following suggestions for VE items:

9

- Reduce or eliminate the electric radiant panels at bullpens Will add to VE
- As information becomes available from Food Service, may be able to reduce number of heaters and size of supply and general exhaust fans in concession stands. The heaters are sized to maintain 55F at night during seasons is my understanding. Fans were explained to me as Supply to provide increased comfort for workers and should perhaps be on the VE list.
- As information becomes available from Food Service, will review the size of the Kitchen AHU. OK
- Combine exhaust fans for adjacent Men's and Women's rooms on concourse level. OK
- Eliminate data server shown on controls drawing OK We should consider as much local only control as possible - especially for day of game equipment. UH's can be local with simply a temp alarm sensor if temp is lost in concession, toilet areas etc and is cheaper than DDC control.
- Reduce number of fan powered boxes by 10% Eliminate ? None carried in original budgets as not noted in write ups
- Reduce number of VAV boxes by 5% Good idea, just an overall minimization is the right direction.
- Eliminate electric heating coils or gas heat at packaged RTUs Discussion needed here -
- Convert suite corridor RTU (4-1) to multiple (2-3) heat pumps Agreed, this was approach used in budgeting - same size as Suite units staggered around the corridor.

Plumbing

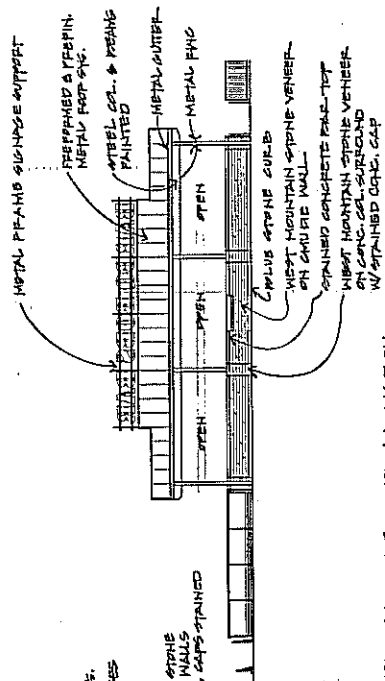
1. There has been a line item added to the Fire protection Estimate "Add per pricing feedback" \$25,000, what does this include? Primarily increased material costs based on sub take off and input.
2. There has been a line item added to the Plumbing Estimate "Add per pricing feedback" \$75,000, what does this include? Primarily increased material costs based on sub take off and input.
3. The Plumbing site line item to extend 300 L.F. of piping to fire hydrants (\$46,800) may not still be in the project. Refer to Pennoni dwgs. OK will check
4. The Plumbing Building line item for Filtration does not appear to reflect the cost of the documented system. (price looks low). Thanks *
- 5. The Plumbing building line item for grease interceptors - central, does not list a quantity, there is one central grease interceptor. Central shall be added back to the project.
6. Refeeding the irrigation system is included under the dugout alternate. Some of this work is base bid. Agreed it will be added back, it is also temp in DEMO portion.
7. Under the dugout alternate, the storm sump pump replacement will be required even if the alternate is not accepted. OK
8. Under outfield bullpen the pricing includes 2 bullpen toilets, there will only be one. fixtures, drains and heaters should be adjusted accordingly. OK will help off set the adds
9. Under concourse, the quantity of drains does not appear to include concession drains. OK will add
- 10. Under concourse, the quantity of water heaters should be 2 one for each laundry. OK will add
11. Under suite club level, the 19 water heaters included should be deleted. OK will help offset other adds
12. Under miscellaneous, the quantity of exterior hose bibs looks low. OK
13. Under roof drainage, the total number of roof drains appears to be substantially less than documented. Agree, tis has been discussed relative to tapered insulation vs sloping steel as well Shall we assume that 2.8.12 is now current?

*Tiki
Dugout
Bull Pen
Pit*

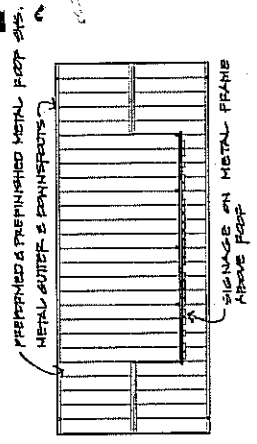
- 14. Under interior storm drainage, 64 suite level drains looks high. OK -will shift to other areas as needed to cover Adds
- 15. The contractor should verify that local mixing valves are included as shown on the dwgs. Assumed for single tempered water for all public lavatories-correct?

END

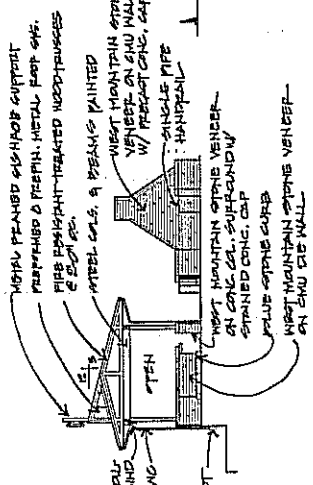
110°F - LAV - Public
K/S - 9



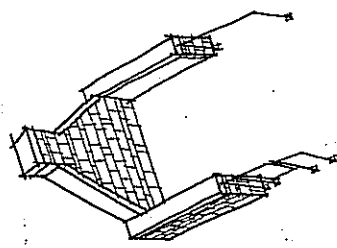
PLAZA BAR SIDE ELEVATION
1/8" = 1'-0"



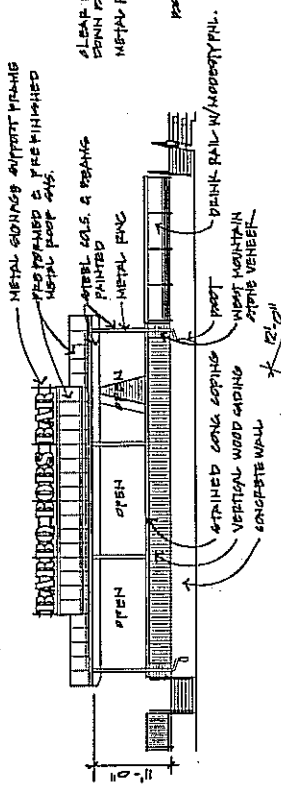
ROOF PLAN
1/8" = 1'-0"



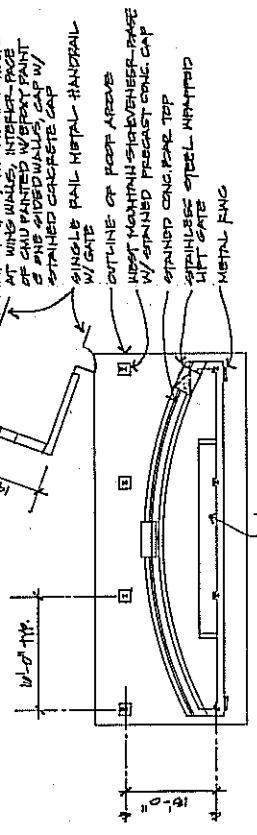
CONCRETE COURSE ELEVATION
1/8" = 1'-0"



3D SKETCH-ROOF
1/8" = 1'-0"

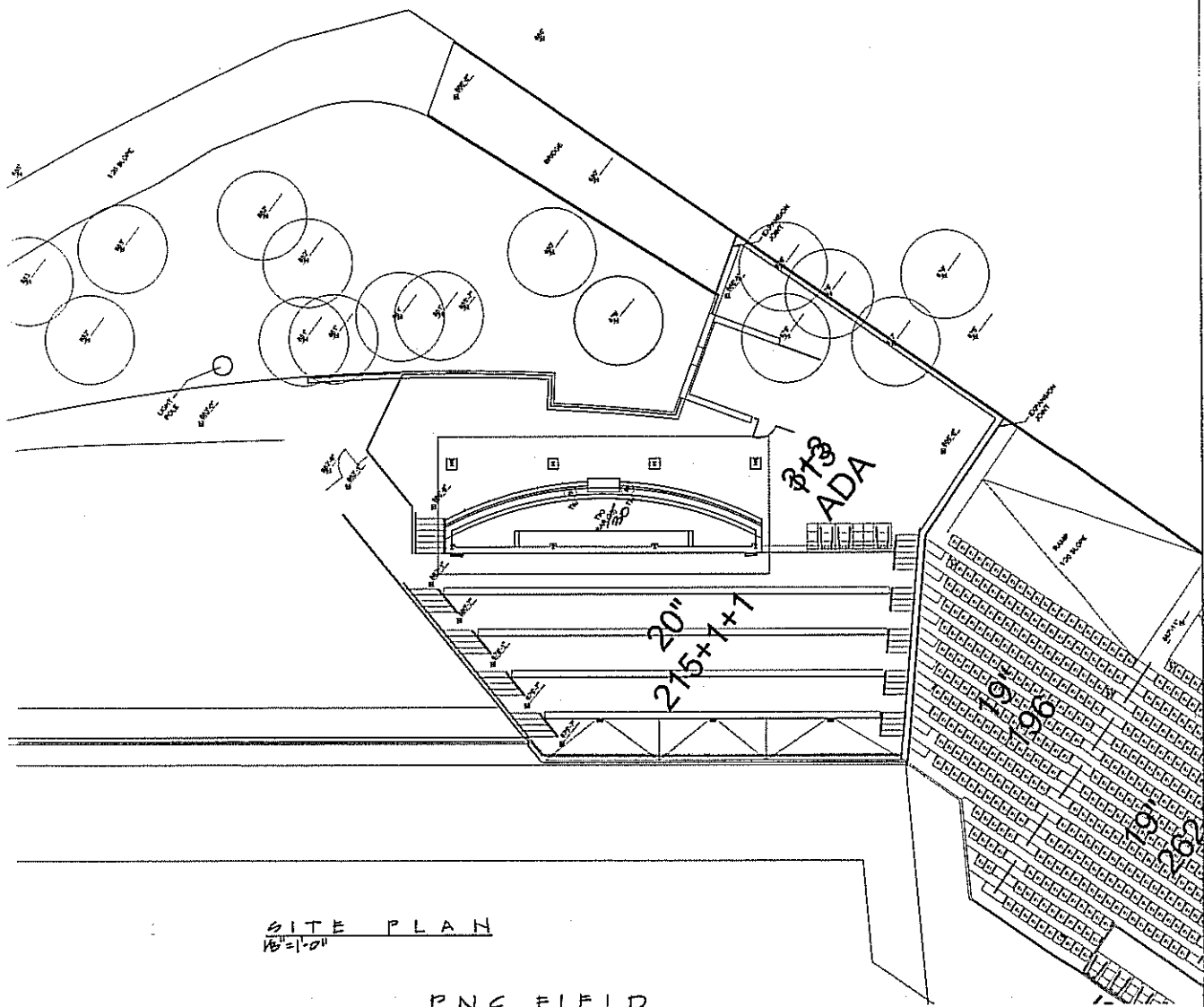
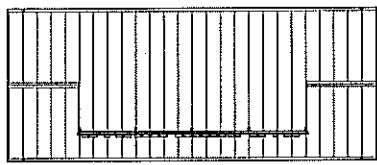


FIELD SIDE ELEVATION
1/8" = 1'-0"



FLOOR PLAN
1/8" = 1'-0"

PNC FIELD BAR
OUTFIELD BAR
PREPARED BY EWINGCOLE
3.7.2012



SITE PLAN
1/8" = 1'-0"

PNC FIELD
OUTFIELD BAR
PREPARED BY EWINGCOLE
8.7.2012

Friend, Dirk A.

From: Schmitt, Craig J. <cschmitt@ewingcole.com>
Sent: Friday, March 09, 2012 6:59 PM
To: Szalachowski, John W.; Friend, Dirk A.; McCabe, Larry E.
Cc: Baer, John K.; Butz, Greg L.; Patel, Pradeep R.
Subject: PNC Field - GMP estimate follow-up

//

Gentlemen,

Greg Butz, Steve Labovitz, Pradeep and I had a conference call this afternoon to talk about the remaining steps toward finalizing the GMP. In short, we agreed to talk at 2 pm on Tuesday next week to review the latest steel estimate and to also discuss the status of the remaining VE items that were to be verified. Ideally, you guys would have a number to plug in for all of the remaining VE items by Tuesday, but that may not be possible, I don't know. From my notes, the list of remaining VE items to figure is as follows:

1. **Redesigned electrical distribution system** - we spoke to PPL again today and we were told that they would not be able to get us a number for their portion of work until next week. Apparently, they need to go investigate the manhole we're trying to reuse. We're working on a schematic plan as we speak for the second main electrical room we will need to add on the 1st base side. (The cost of the new room should be calculated to offset the savings.)
2. **Redesigned (decentralized) hot water system** - be sure this number includes the related MEP costs for a decentralized system
3. **Change from copper piping to Victaulic stainless steel piping (schedule 10)**- confirm if there is additional savings to change from propress copper
4. **Premium Suite Finishes** - be sure your base estimate includes the premium interior finishes now that Mandalay says they are not building this stadium with cheaper finishes in the suites.
5. **Right Field seating** - make sure the VE figure includes savings for concrete foundations
6. ~~Tiki hut - provide updated estimate based on DD design sent to you earlier this week~~
7. **Picnic Servery** - we need to establish an allowance for this. The Food Service drawings you have indicate the current thinking - the basic concept being two masonry walls (ideally with stone veneer) to act as a "die wall" for the F.S. equipment to back up to, and the whole thing covered by a simple shed roof. We don't know what the roof is yet, but perhaps you should use the same unit cost as the tiki hut roof.

We didn't necessarily talk about it, but we assume you will publish an updated VE list with all of the accepted line items. If our assumption is correct, we would suggest you leave the rejected line items on the list so that we have a record later for all that was put on the table and not accepted.

During our call today, we all agreed that the target date for a revised GMP would be **Wednesday, 3/14**; thus, talking on Tuesday will give us a chance to discuss the final list and make any final adjustments before Wednesday.

Steve would like to schedule a conference call on Wednesday to discuss the final GMP as soon as it is published. I would guess that Art, Gary and John will be on the call as well.

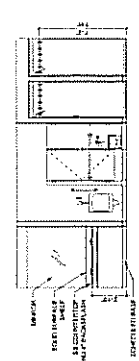
Please let me know if you have any questions, or if we missed anything.

Thanks,

Craig

P.S. You will be getting the final Steel bid package on Monday.

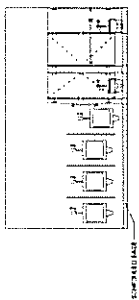
Craig J. Schmitt, RA
PRINCIPAL
EwingCole



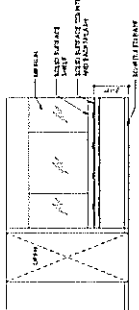
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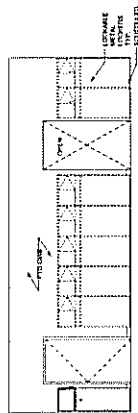
2 ELEVATION @ 1000 BANKERS BUILDING @ 11.13



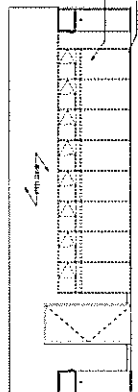
3 ELEVATION @ 1000 BANKERS BUILDING @ 11.14



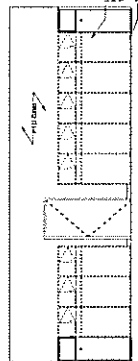
4 ELEVATION @ 1000 BANKERS BUILDING @ 11.15



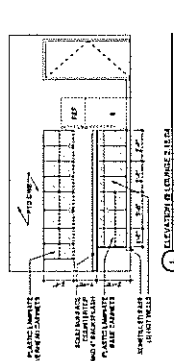
5 ELEVATION @ 1000 BANKERS BUILDING @ 11.16



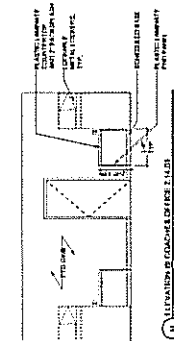
6 ELEVATION @ 1000 BANKERS BUILDING @ 11.17



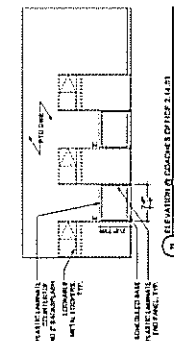
7 ELEVATION @ 1000 BANKERS BUILDING @ 11.18



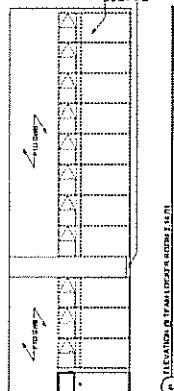
8 ELEVATION @ 1000 BANKERS BUILDING @ 11.19



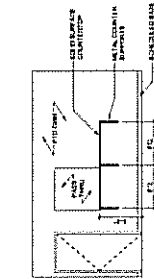
9 ELEVATION @ 1000 BANKERS BUILDING @ 11.20



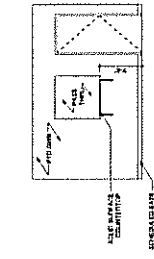
10 ELEVATION @ 1000 BANKERS BUILDING @ 11.21



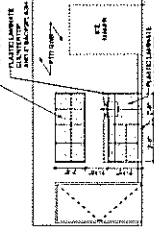
11 ELEVATION @ 1000 BANKERS BUILDING @ 11.22



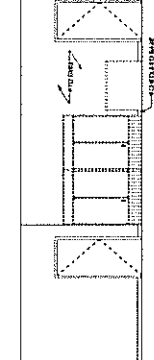
12 ELEVATION @ 1000 BANKERS BUILDING @ 11.23



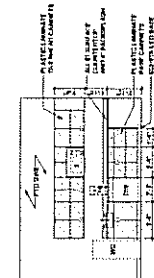
13 ELEVATION @ 1000 BANKERS BUILDING @ 11.24



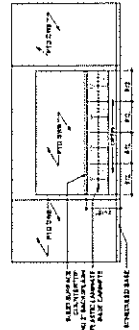
14 ELEVATION @ 1000 BANKERS BUILDING @ 11.25



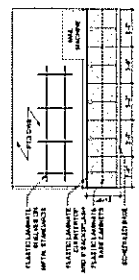
15 ELEVATION @ 1000 BANKERS BUILDING @ 11.26



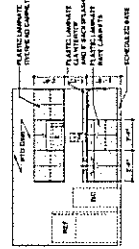
16 ELEVATION @ 1000 BANKERS BUILDING @ 11.27



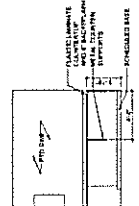
17 ELEVATION @ 1000 BANKERS BUILDING @ 11.28



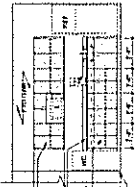
18 ELEVATION @ 1000 BANKERS BUILDING @ 11.29



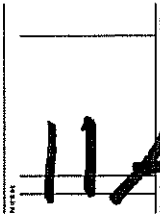
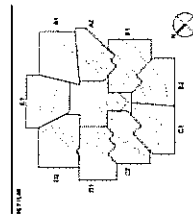
19 ELEVATION @ 1000 BANKERS BUILDING @ 11.30



20 ELEVATION @ 1000 BANKERS BUILDING @ 11.31

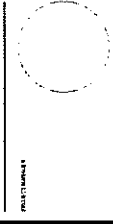
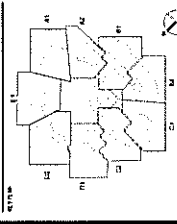


21 ELEVATION @ 1000 BANKERS BUILDING @ 11.32



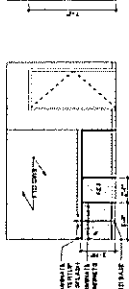
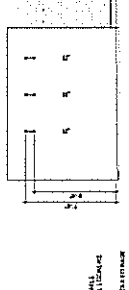
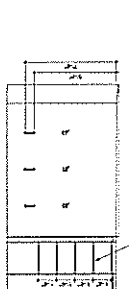
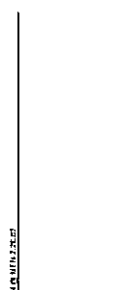
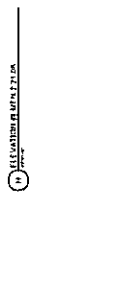
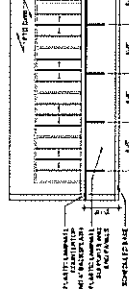
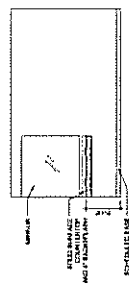
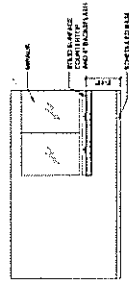
LACKAWANNA COUNTY STADIUM

PROJECT	1000 Bankers Building, Room 400, 11/12
CLIENT	ECAD
DESIGNER	EWING COLE
DATE	08/14/12
DRAWN BY	AW/ML
CHECKED BY	AW/ML
SCALE	AS SHOWN

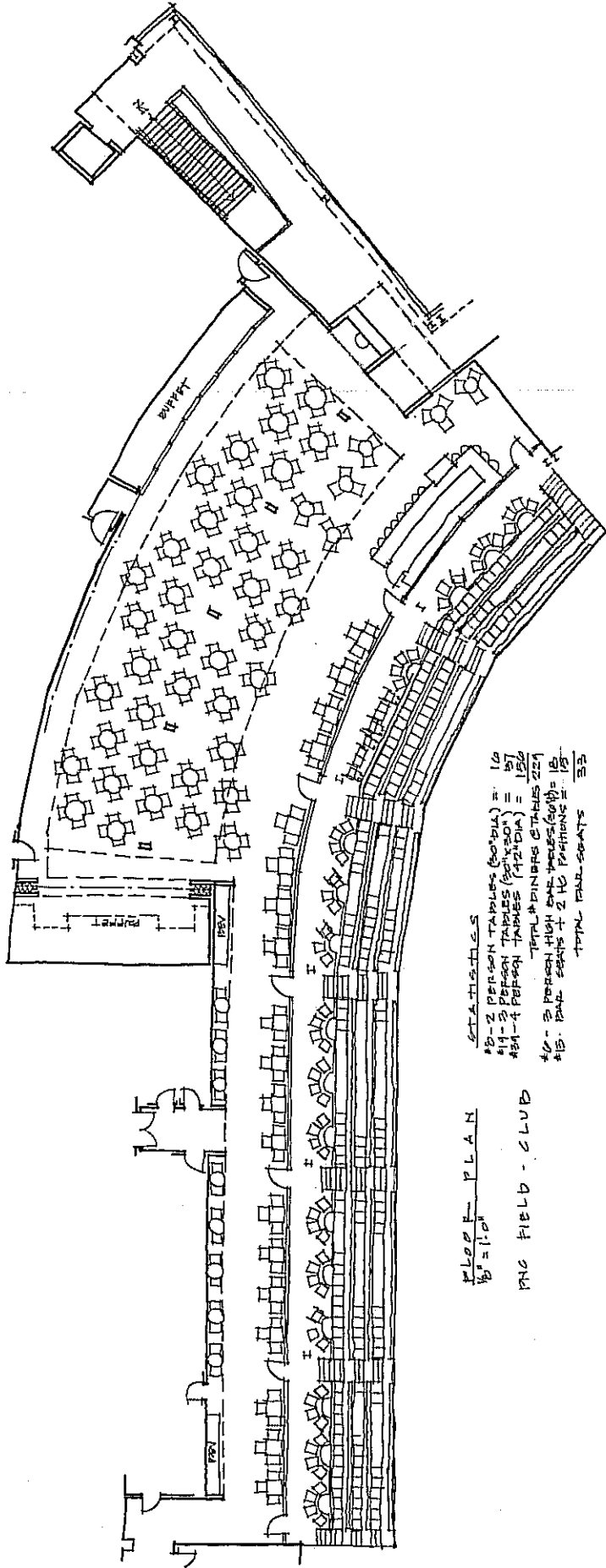


LACKAWANNA COUNTY
 STADIUM

DATE:	05/11/07
PROJECT:	PHASE 2
CLIENT:	LACKAWANNA COUNTY
ARCHITECT:	EWING COLE
ENGINEER:	EWING COLE
INTERIOR DESIGNER:	EWING COLE



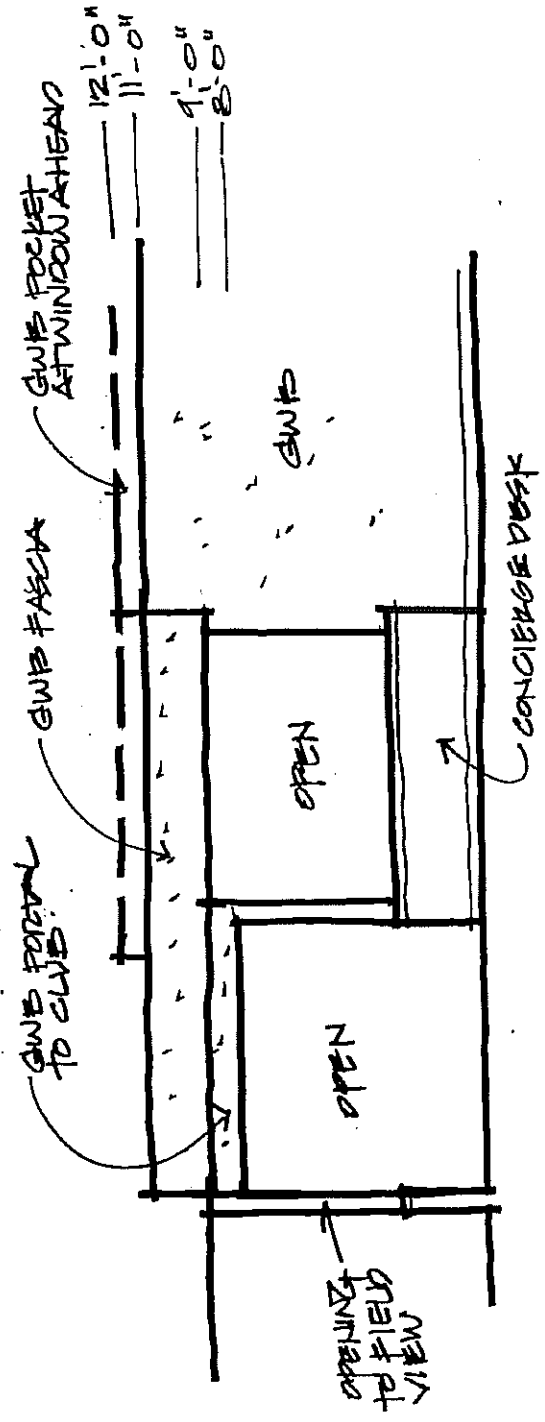
ELEVATION B - SECTION 11.21.1
 ELEVATION B - SECTION 11.21.2
 ELEVATION B - SECTION 11.21.3
 ELEVATION B - SECTION 11.21.4
 ELEVATION B - SECTION 11.21.5
 ELEVATION B - SECTION 11.21.6
 ELEVATION B - SECTION 11.21.7
 ELEVATION B - SECTION 11.21.8
 ELEVATION B - SECTION 11.21.9
 ELEVATION B - SECTION 11.21.10
 ELEVATION B - SECTION 11.21.11
 ELEVATION B - SECTION 11.21.12
 ELEVATION B - SECTION 11.21.13
 ELEVATION B - SECTION 11.21.14
 ELEVATION B - SECTION 11.21.15
 ELEVATION B - SECTION 11.21.16



FLOOR PLAN
 1/8" = 1'-0"

PNC FIELD CLUB

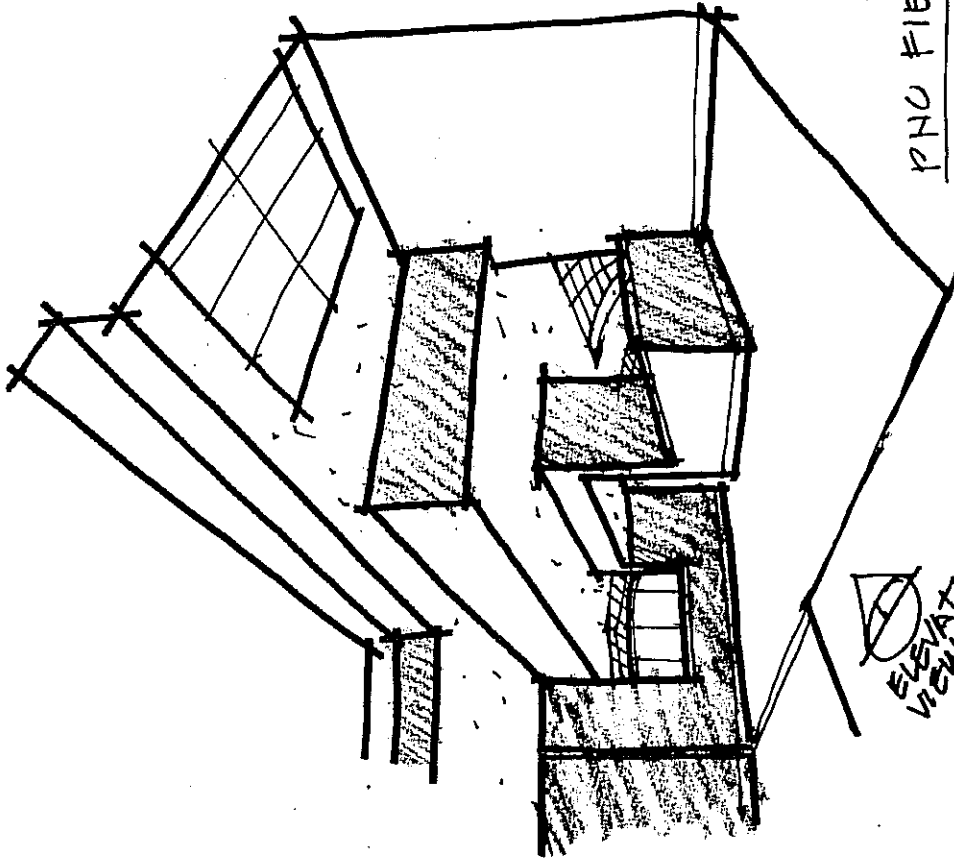
STATISTICS
 #2 - 2 PERSON TABLES (60" DIA) = 10
 #14 - 2 PERSON TABLES (60" DIA) = 191
 #24 - 4 PERSON TABLES (112" DIA) = 120
 TOTAL DINING TABLES = 221
 #12 - 2 PERSON HIGH END TABLES (60") = 15
 #15 - 2 PERSON SEATS + 2 HC PORTIONS = 15
 TOTAL SEAT-SEATS = 33



PNG FIELD
 1. ELEVATION OF CLUB ENTRY 2ND FLOOR
 1/4" = 1'-0"

11B

✓



PNU FIELD
PERSPECTIVE
OF 2ND FLOOR
CLUB ENTRY
HTS

ELEVATION
VIEW

**GMP AMENDMENT
ATTACHMENT "A-4"**

12

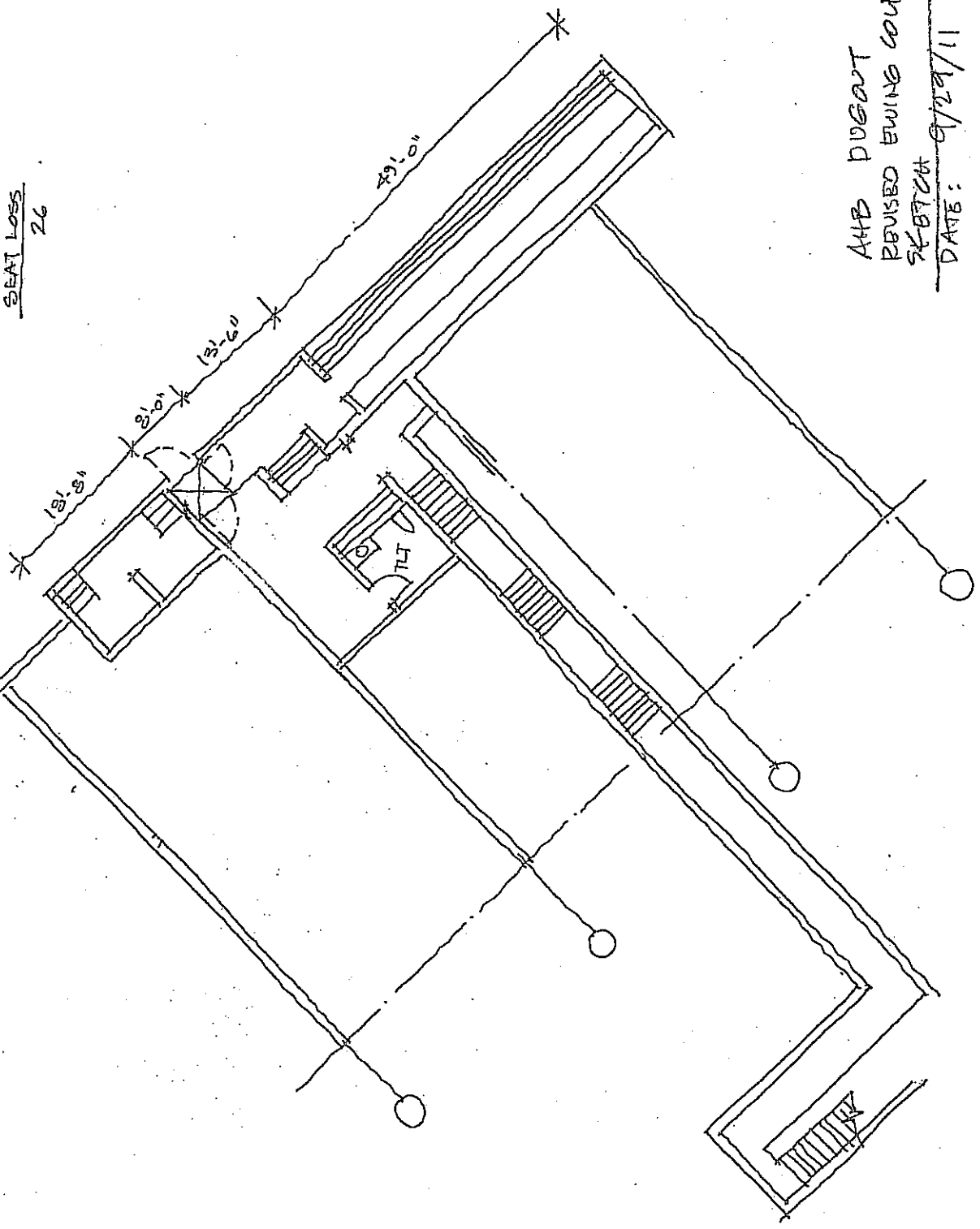
PNC FIELD - LACKAWANNA COUNTY BALLPARK				
AHB OUTLINE SPECIFICATIONS				
Space	Floor	Base	Wall	Ceiling
1ST BASE SIDE VISITING TEAM CLUBHOUSE & 3RD BASE SIDE AUX. LOCKER/UMPIRE ROOMS				
Locker Room	Broadloom, spikeproof carpet (60 oz)	4" rubber cove	Paint	2x4 ATC
Shower	2x2 ceramic mosaic tile	2x2 cmt cove	3x6 glazed tile full height	Epoxy painted GWB
Toilet/Grooming	2x2 ceramic mosaic tile	2x2 cmt cove	Epoxy paint	2x4 ACT high humidity
Mgr/Coaches Shower/Toilet	2x2 ceramic mosaic tile	2x2 cmt cove	3x6 glazed tile wainscot wet wall/Epoxy paint	Epoxy painted GWB
Mgr/Coaches Office	Broadloom, spikeproof carpet (60 oz)	4" rubber cove	Paint	2x4 ATC
Training Rm (Dry area)	Athletic flooring 48"w rolls x 3/8" thk Dodge Regupol or Mondo	4" rubber cove	Epoxy paint	2x4 ACT high humidity
Training Rm (Wet area)	2x2 ceramic mosaic tile	2x2 cmt	3x6 glazed tile wainscot wet wall/Epoxy paint	2x4 ACT high humidity
Player's Lounge	Broadloom carpet with VCT along cabinets	4" rubber cove	Epoxy paint	2x4 ATC
Laundry Rm	Sealed concrete	None	Epoxy paint	2x4 ACT high humidity
Equipment Storage	Sealed concrete	None	Epoxy paint	2x4 ACT high humidity
Batting Tunnel	Astroturf	None	Epoxy paint	None - unpainted
Toilet Partitions	HDPE floor mounted, OH braced			
Lockers	Metal - 36w x 72h			
Countertops	Plastic Laminate/Solid Surface per Millwork Elevation drawings A6-12-1, A6-12-2 and A6-13-1 transmitted at 3/22/12 meeting			
Cabinets	Plam MDF board			
Lavatory Countertops	Solid Surface			
CORRIDOR BACK-OF-HOUSE 2.19.01				
All	Sealed concrete	4" rubber	Epoxy paint	2x4 ATC
Misc Toilet Rooms/Offices	VCT	4" rubber	Epoxy paint	2x4 ATC
CONCESSIONS				
All	Resinous Flooring	Integral 6"	Epoxy paint/add FRP board at prep area GWB walls only, 3x6 glazed tile on serving area back wall only	2x4 ACT high humidity
PUBLIC RESTROOMS CONCOURSE LEVEL				
All	Sealed concrete	None	Epoxy paint	None - unpainted
Toilet Partitions	HDPE floor mounted, OH braced			
SUITES & PARTY SUITES				
All	Broadloom carpet \$35/sy, Porcelain tile along cabinets \$12.50/sf	Wood	Paint - horizontal GWB reveal at side walls	2x2 ATC (9/16 grid) and "Cloud" over harvest table
Cabinets	Plastic laminate			
Countertop	Quartz			
Drink rail tops (Interior & Exterior)	Quartz			

**GMP AMENDMENT
ATTACHMENT "A-4"**

12

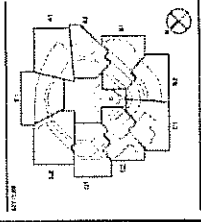
PNC FIELD - LACKAWANNA COUNTY BALLPARK				
AHB OUTLINE SPECIFICATIONS				
				3/23/2012 REV 3/26/12
Space	Floor	Base	Wall	Ceiling
CLUB LOUNGE				
Lounge Area	Stained Concrete	4" rubber	4x4 ceramic tile behind buffet & action station	2x2 ATC (9/16 grid) and GWB soffit
Bar	Resinous Flooring	Quarry tile	Paint	2x2 ATC (9/16 grid) and GWB soffit
Kitchen/Prep	Resinous Flooring	Integral 6"	Epoxy Paint	2x4 ACT high humidity
SUITE RESTROOMS				
All	12x12 porcelian tile	4x12 PT	4x12 PT wet walls, paint other walls	2x4 ACT high humidity
Lavatory Countertops	Solid surface			
Toilet Partitions	HDPE floor mounted, OH braced			
TEAM STORE				
All	50% sheet vinyl/50% broadloom carpet	4" rubber	Paint	2x4 ATC and GWB soffit
ADMINISTRATION AREA				
Offices, Conf. Tickets	Broadloom carpet in offices/carpet tile in corridor &	4" rubber	Paint	2x2 ATC (9/16 grid)
Toilets	VCT	4" rubber	Epoxy paint	2x2 ATC (9/16 grid)
Cabinets	Plastic laminate			
Countertop	Plastic Laminate/Solid Surface per Millwork Elevation drawings A6-12-1, A6-12-2 and A6-13-1 transmitted at 3/22/12 meeting			
SUITE/CLUB ENTRY				
All	Stained concrete, carpet around lobby desk	Painted wood	Paint	2x2 ATC (9/16 grid)
COMMISSARY/MARSHALLING/SHOP/ELECTRICAL/STORAGE, ETC.				
All	Sealed concrete	None	Epoxy paint	None - unpainted
Offices	VCT	4" rubber	paint	2x4 ATC
COMMISSARY OFFICE AREA				
All	Same as admin area	4" rubber	Paint	2x4 ATC
DAY OF GAME AREA (2.22.03)				
All	VCT	4" rubber	Paint	2x4 ATC
Lockers	Metal			
STAIRS				
All	Rubber landings, treads and risers, Stair in VIP lobby TBD - stained concrete?			

SEAT LOSS
26

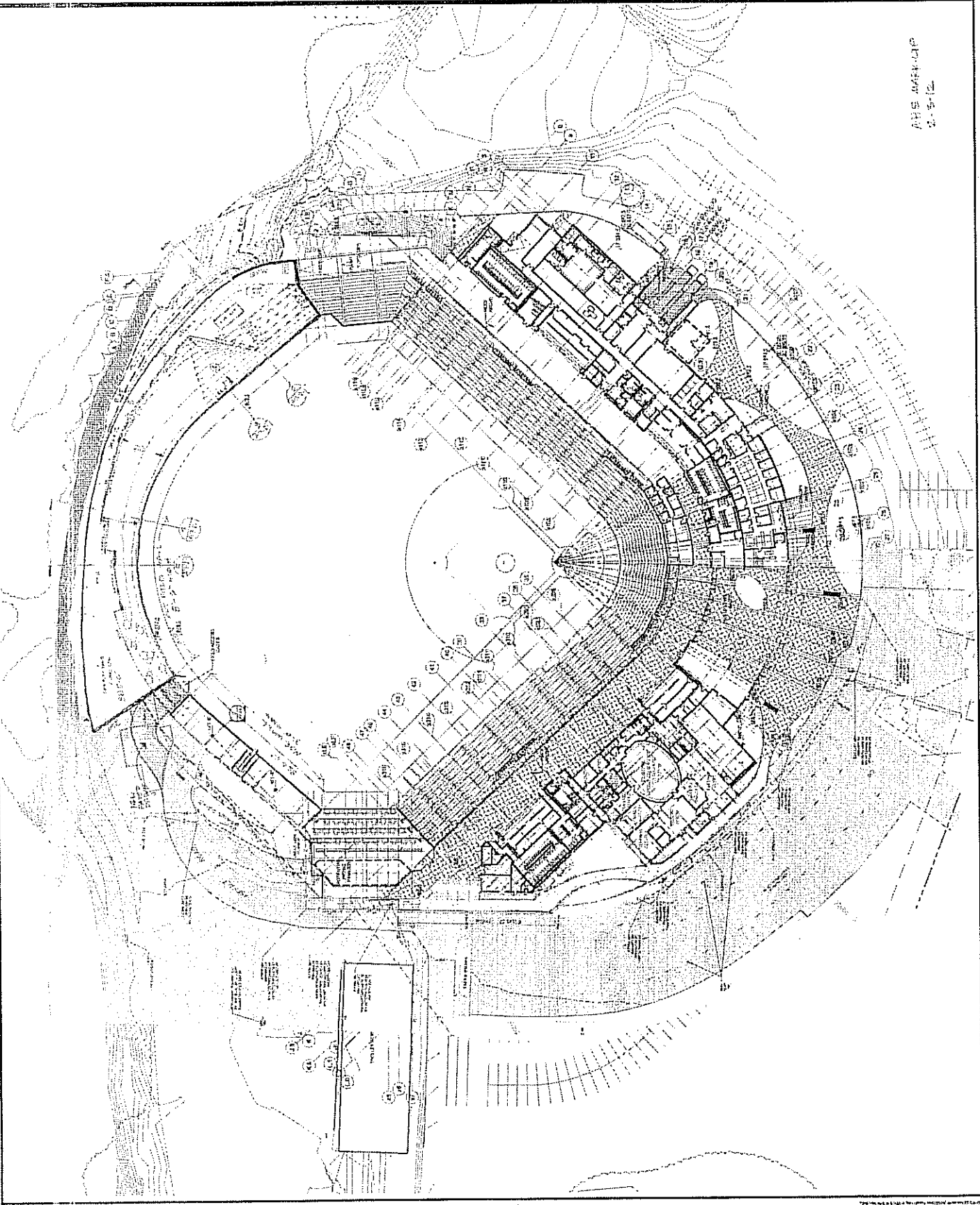


AHB DUGOUT
REVISED EWING COVE
SKETCH
DATE: 9/29/11

**DESIGN
DEVELOPMENT
11/11/24**

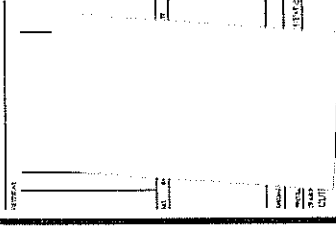
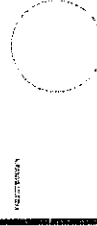
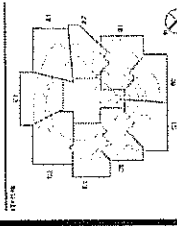


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/11/24
2	REVISIONS	
3		
4		
5		
6		
7		
8		
9		
10		



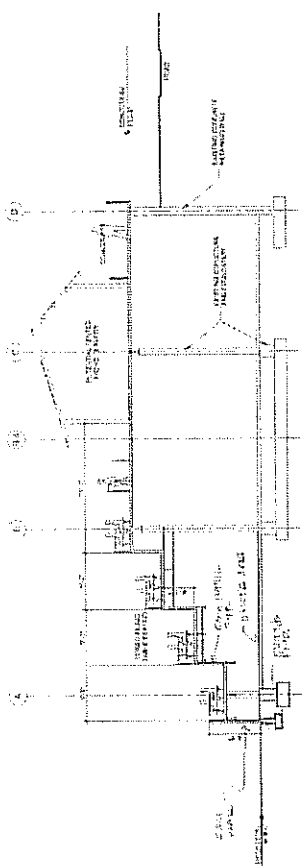
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SCALE: 1" = 100'

**DEVELOPMENT
DESIGN
11/11/12**

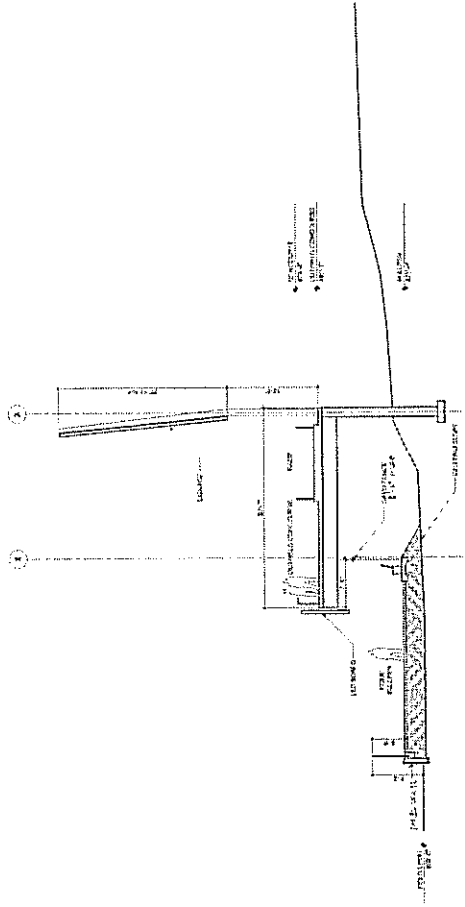


DATE	11/11/12
BY	[REDACTED]
CHECKED	[REDACTED]
SCALE	AS SHOWN

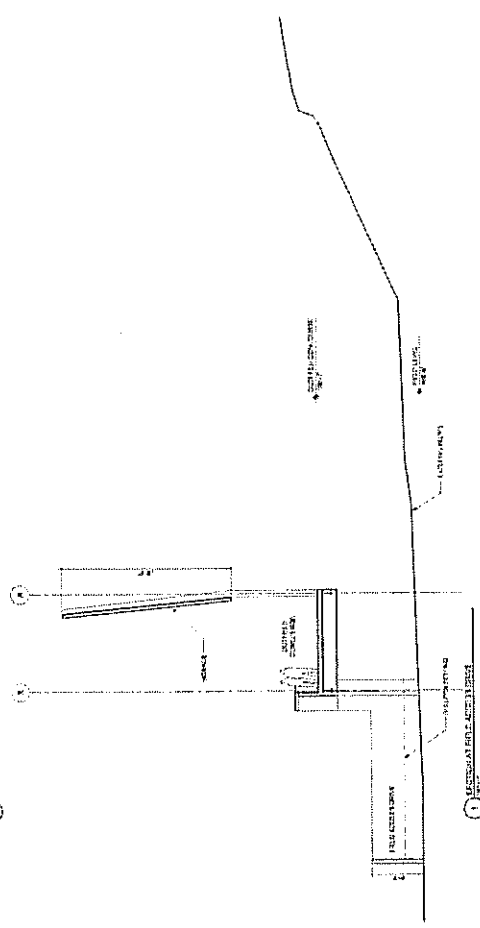
4488 Northrup
2-8-12



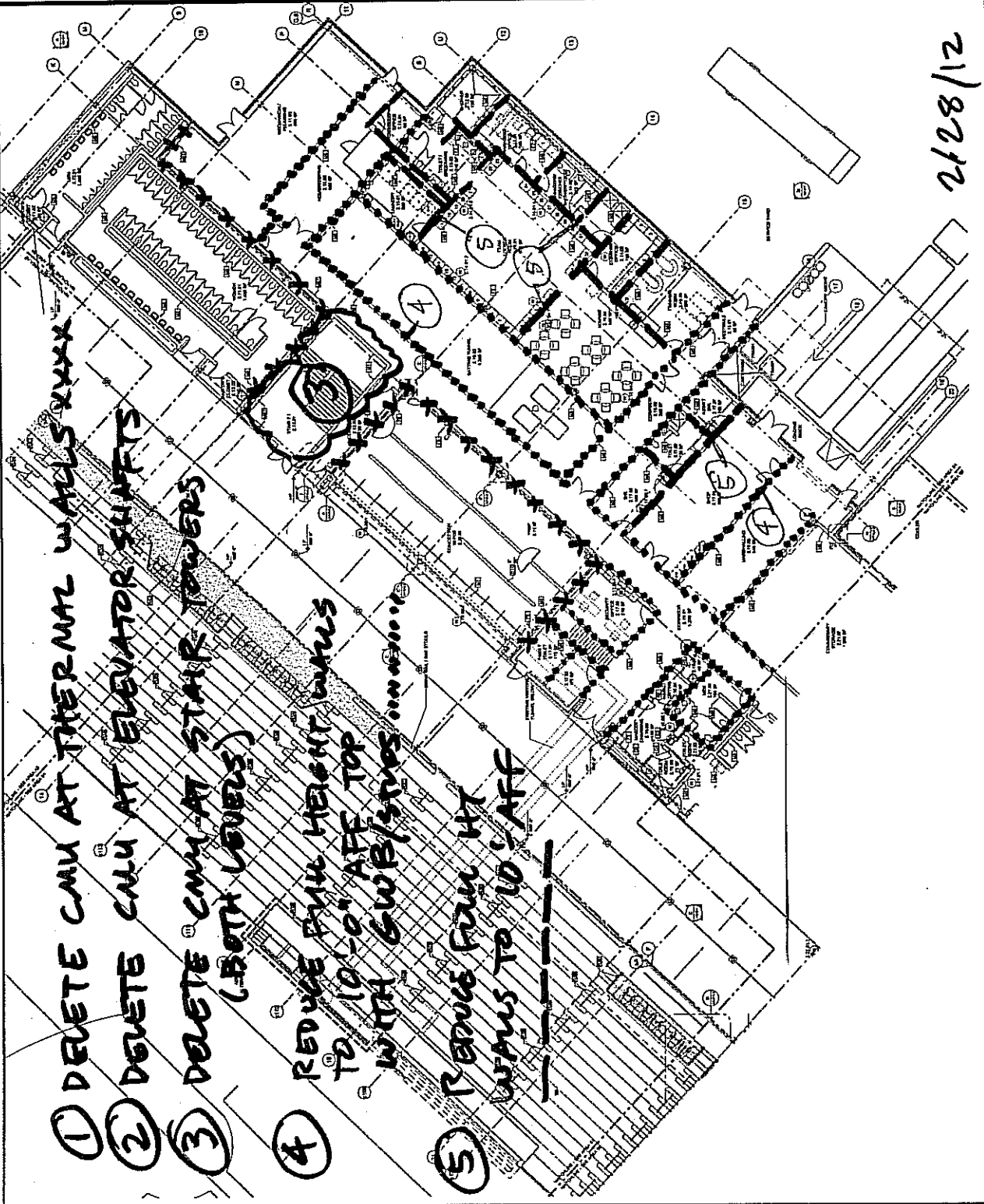
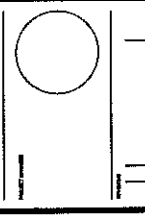
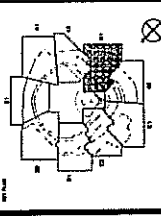
1 SECTION AS SHOWN



1 SECTION AS SHOWN



1 SECTION AS SHOWN



- ① DELETE CMU AT THERMAL WALLS XXXX
- ② DELETE CMU AT ELEVATOR SHAFTS
- ③ DELETE CMU AT STAIR TOWERS (BOTH LEVELS)
- ④ REDUCE FINN HEIGHT CURBS TO 10'-0" AFF TOP WITH GW B/SIDES
- ⑤ REDUCE FINN AT CURBS TO 10' AFF

2/28/12

**EWING
COLE**

Professional Engineer, License No. 10000
Professional Architect, License No. 10000
Professional Surveyor, License No. 10000
Professional Engineer, License No. 10000
Professional Architect, License No. 10000
Professional Surveyor, License No. 10000

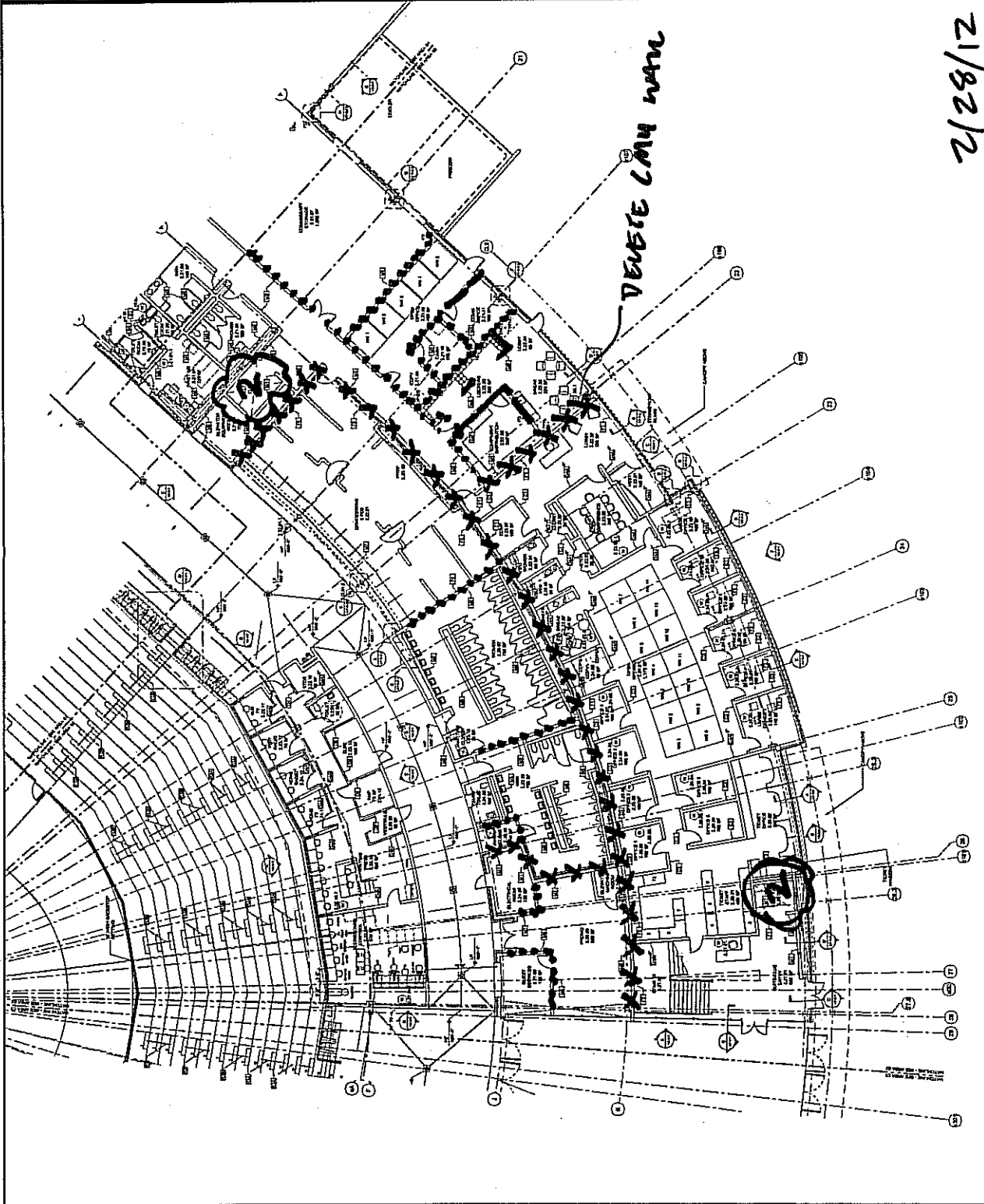
210812
CONSTRUCTION
DOCUMENTS
PROJECT SET



LACKAWANNA COUNTY
STADIUM

CONCOURSE
A3-2-B2

DATE: 08/28/12
BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
PROJECT NO.: 210812



2/28/12

15

EWING COLE

Professional Engineer License No. 1182
Mechanical, Electrical, and Plumbing
1000 Walnut Street, Suite 1000
Philadelphia, PA 19106-1182
Tel: 215-462-1000 Fax: 215-462-1011

Project: Lackawanna County Stadium
Drawing No.: A3-2-C
Date: 02/28/12
Scale: As Shown
Author: [Redacted]
Checker: [Redacted]

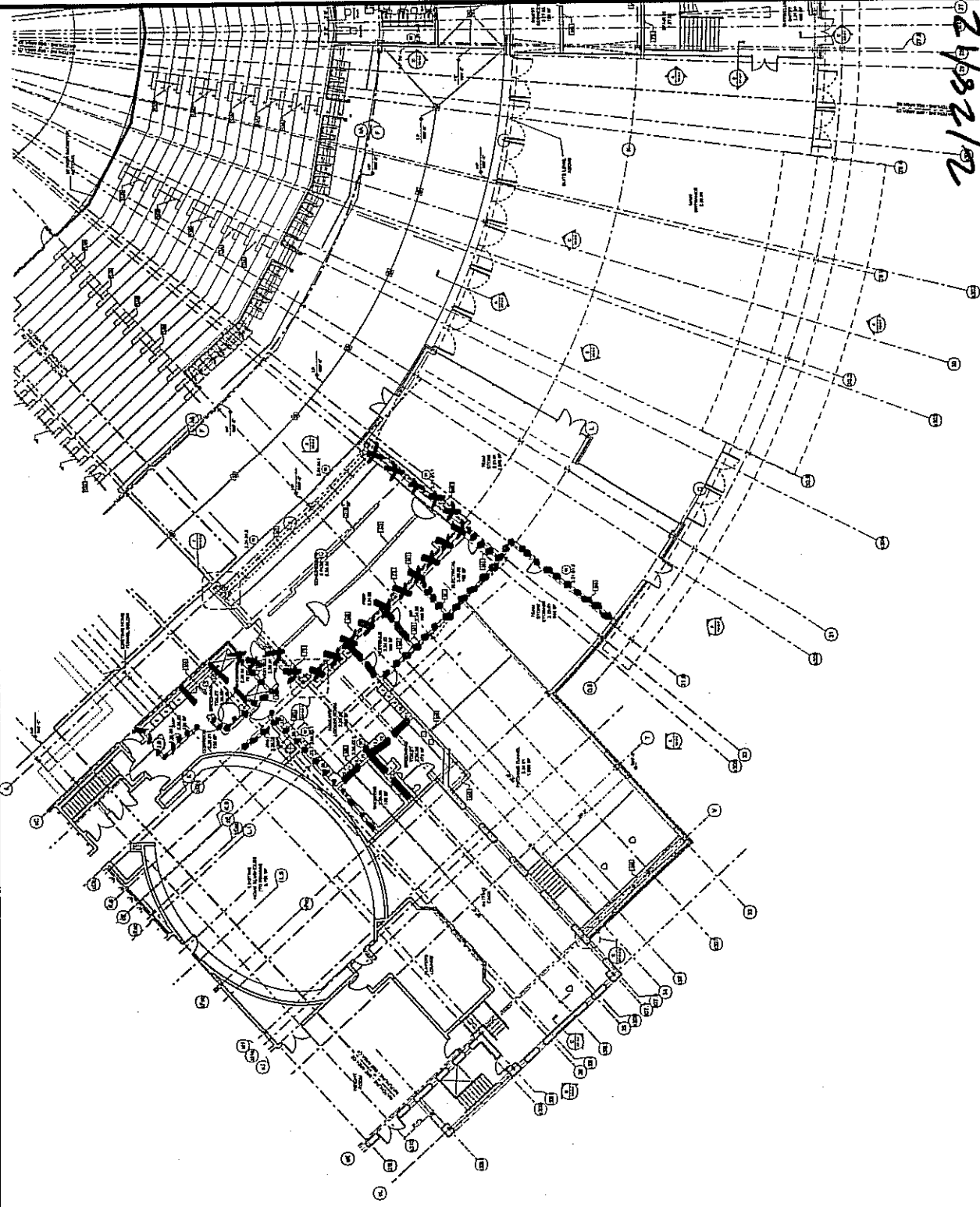
CONSTRUCTION DOCUMENTS
2/08/12



LACKAWANNA COUNTY STADIUM

CONCOURSE

A3-2-C



2/28/12

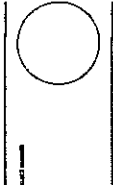
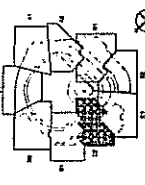
5

**EWING
COLE**

Professional Engineer, License No. 10000
Philadelphia, PA 19104-1111
Tel: 215-525-2277 Fax: 215-525-4113

Project: **LACKAWANNA COUNTY STADIUM**
Drawing: **CONCOURSE**
Scale: **AS SHOWN**

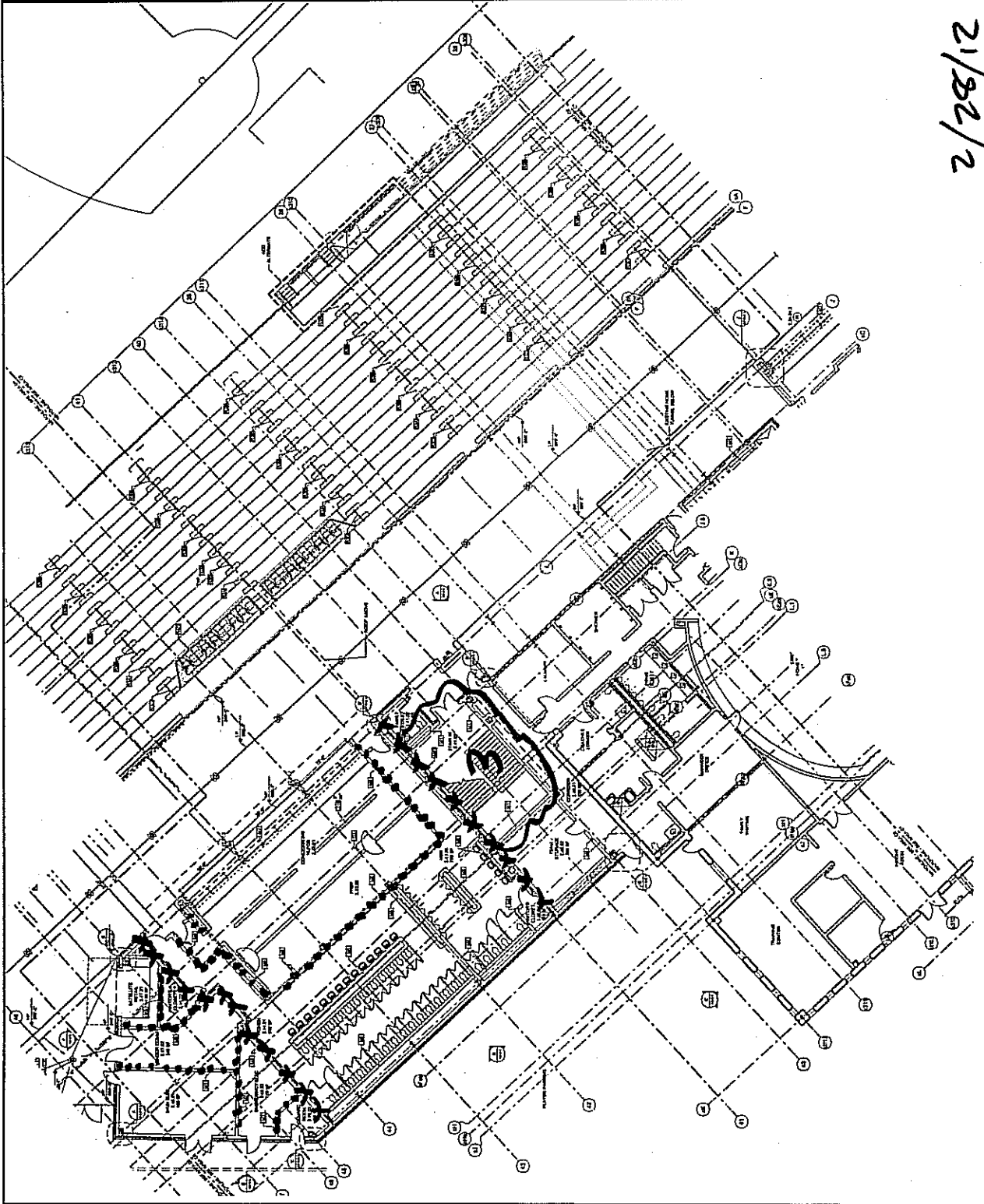
**CONSTRUCTION
DOCUMENTS
2/10/12**



**LACKAWANNA COUNTY
STADIUM**

DATE	NO.	BY	DATE	BY
10/11/11	1	AW	10/11/11	AW
11/15/11	2	AW	11/15/11	AW
12/15/11	3	AW	12/15/11	AW
1/15/12	4	AW	1/15/12	AW
2/10/12	5	AW	2/10/12	AW

A3-2-C

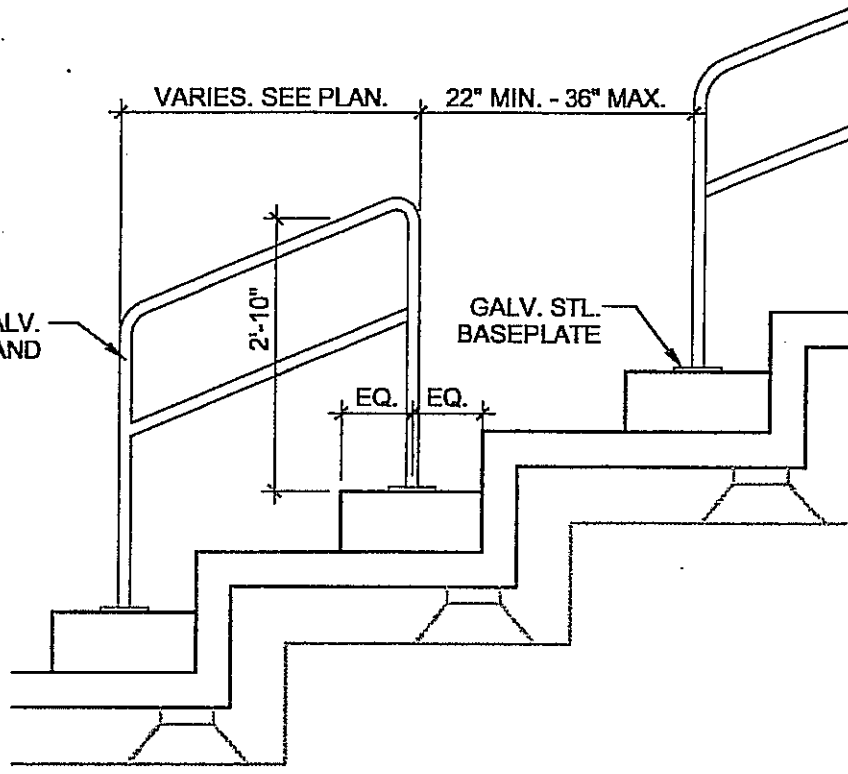


2/28/12

15

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

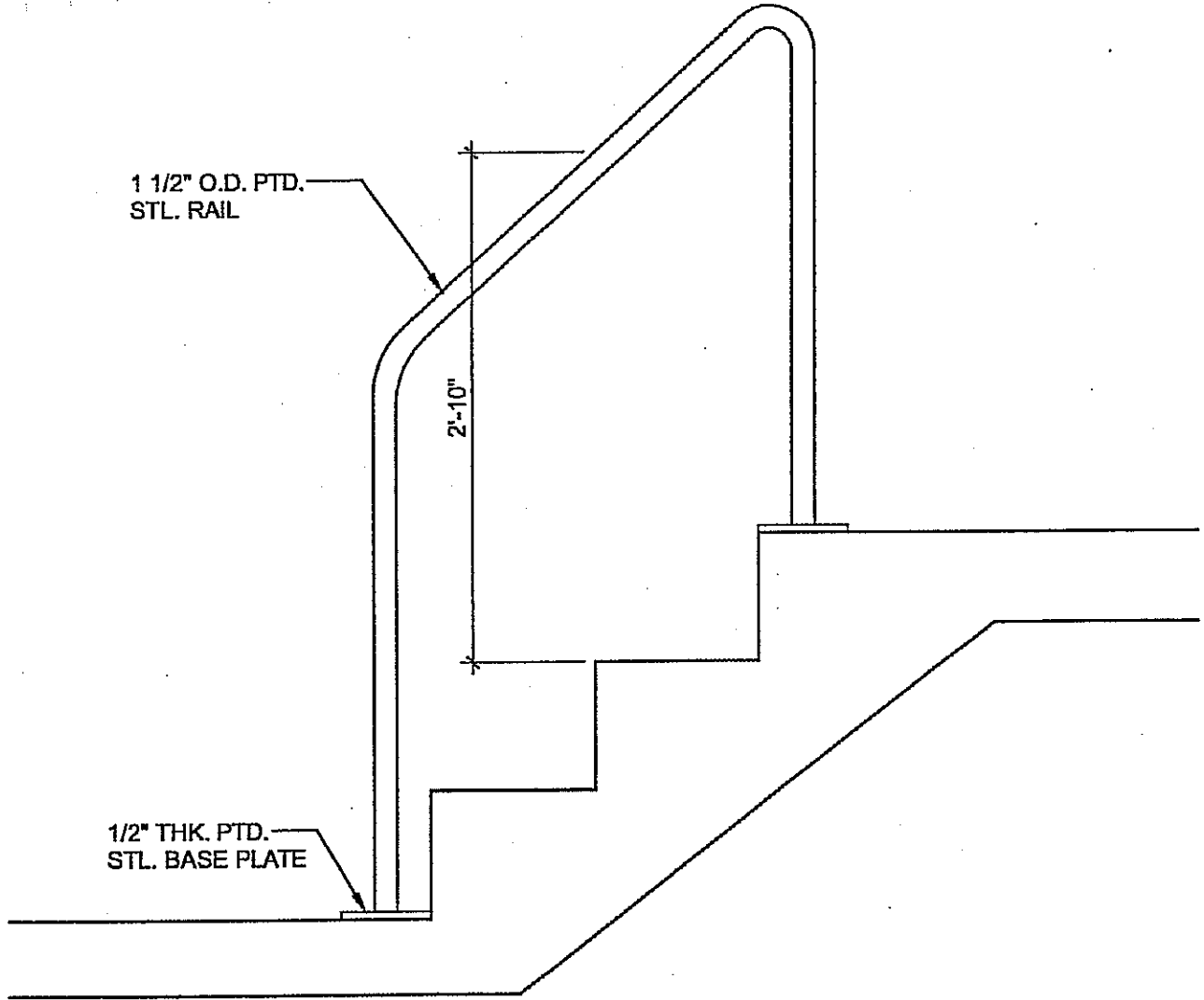
JOB LCS
SHEET NO. _____
CALCULATED BY _____ DATE 1/11/10
CHECKED BY _____ DATE 1/16
SCALE _____



J R3A - 2 POST CENTER AISLE HANDRAIL
1/2" = 1'-0"

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

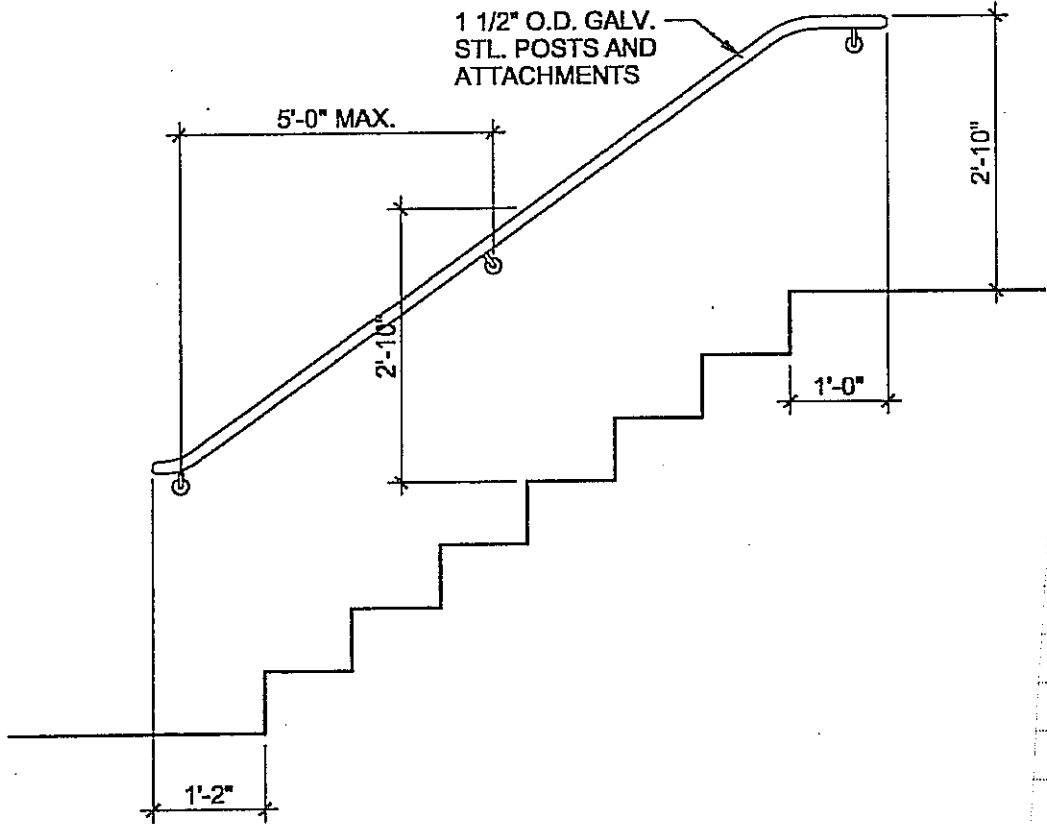
JOB LCS
SHEET NO. _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 10
SCALE _____



SINGLE LINE
M R3K - ~~SITE~~ HANDRAIL
1" = 1'-0"

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

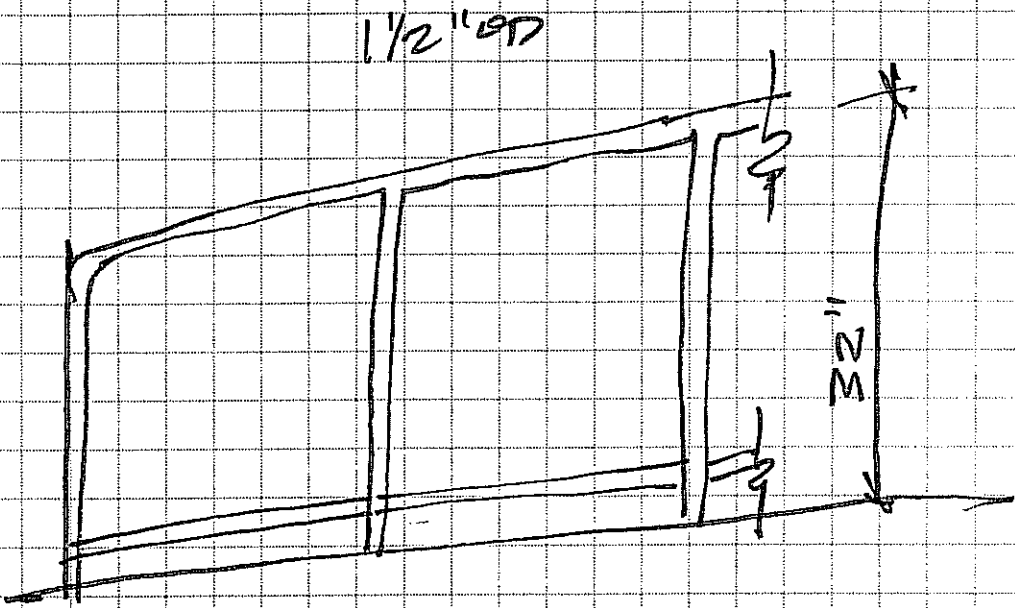
JOB _____
SHEET NO. LCS
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 16
SCALE _____



K R3M - SIDE WALL MOUNTED HANDRAIL
1/2" = 1'-0"

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB VCS
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 16
SCALE _____

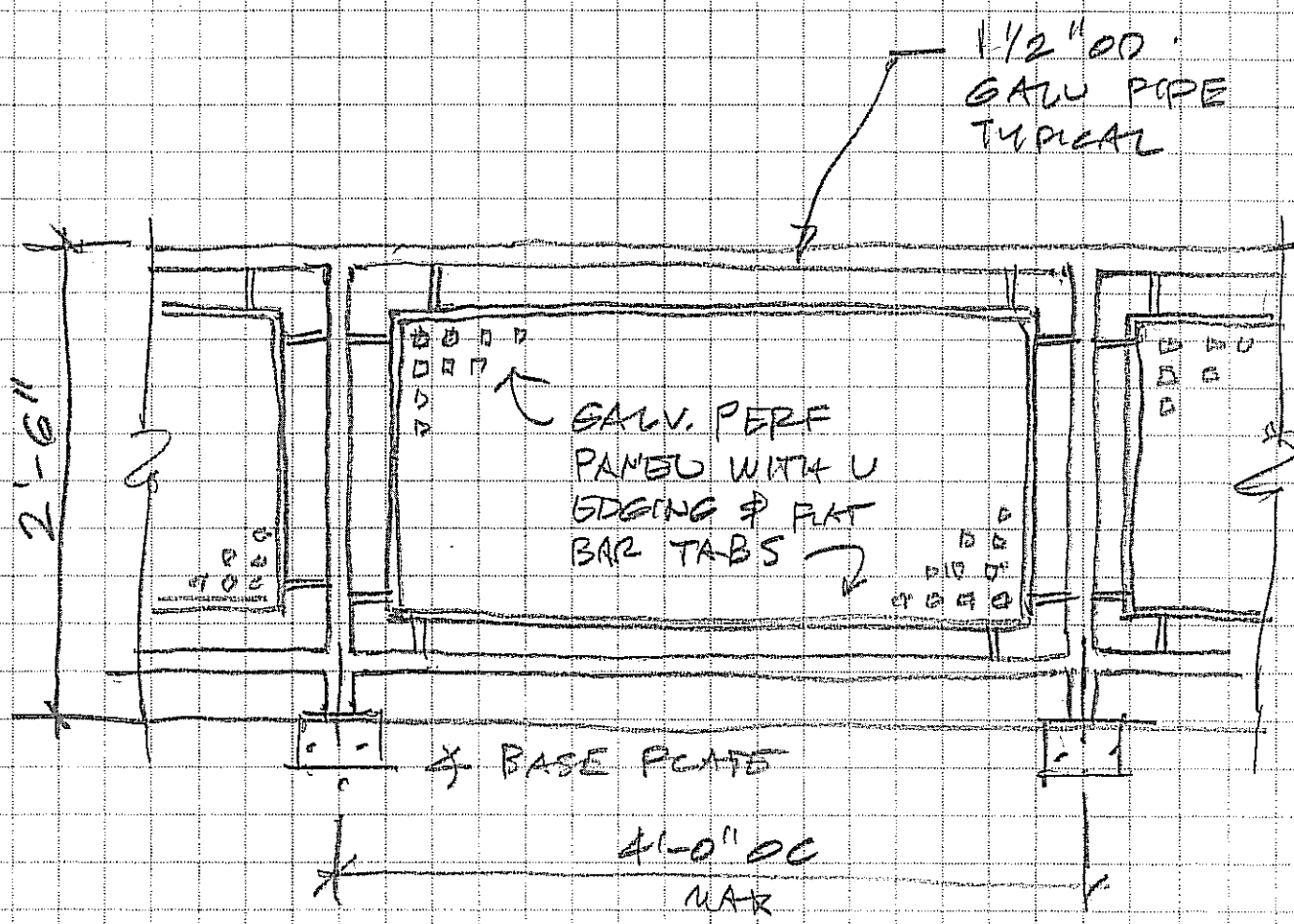


R3R RAMP RAIL

ALVIN H. BUTZ, INC.
 Route 309 North Of Route 22
 P.O. Box 509
 ALLENTOWN, PENNSYLVANIA 18105-0509
 (610) 395-6871

JOB WCS
 SHEET NO. _____
 CALCULATED BY _____ DATE _____
 CHECKED BY _____ DATE 2/7/12
 SCALE 1" = 1'-0"

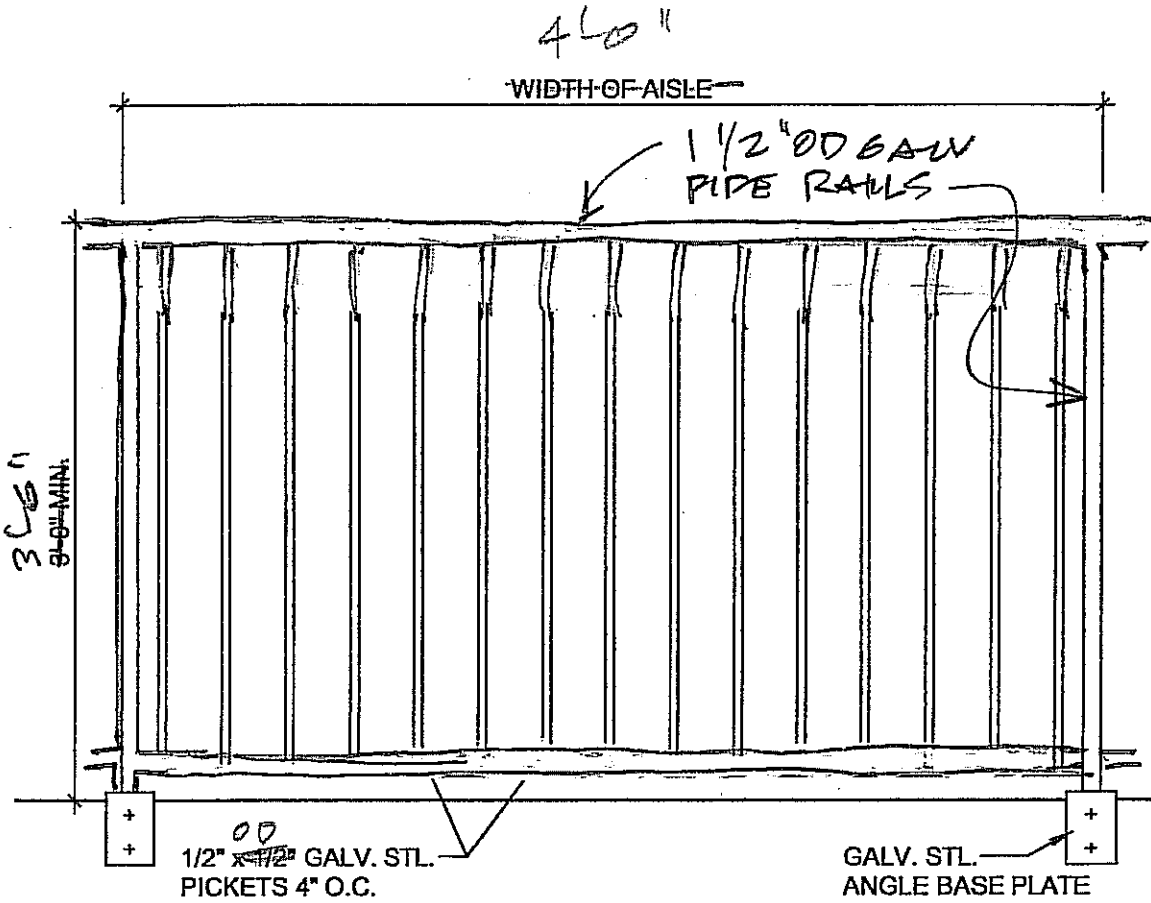
16



RA - GUARDRAIL @ PICNIC & 4 TOP TABLES
 REPLACES R4A, R4B, R4C & R4H

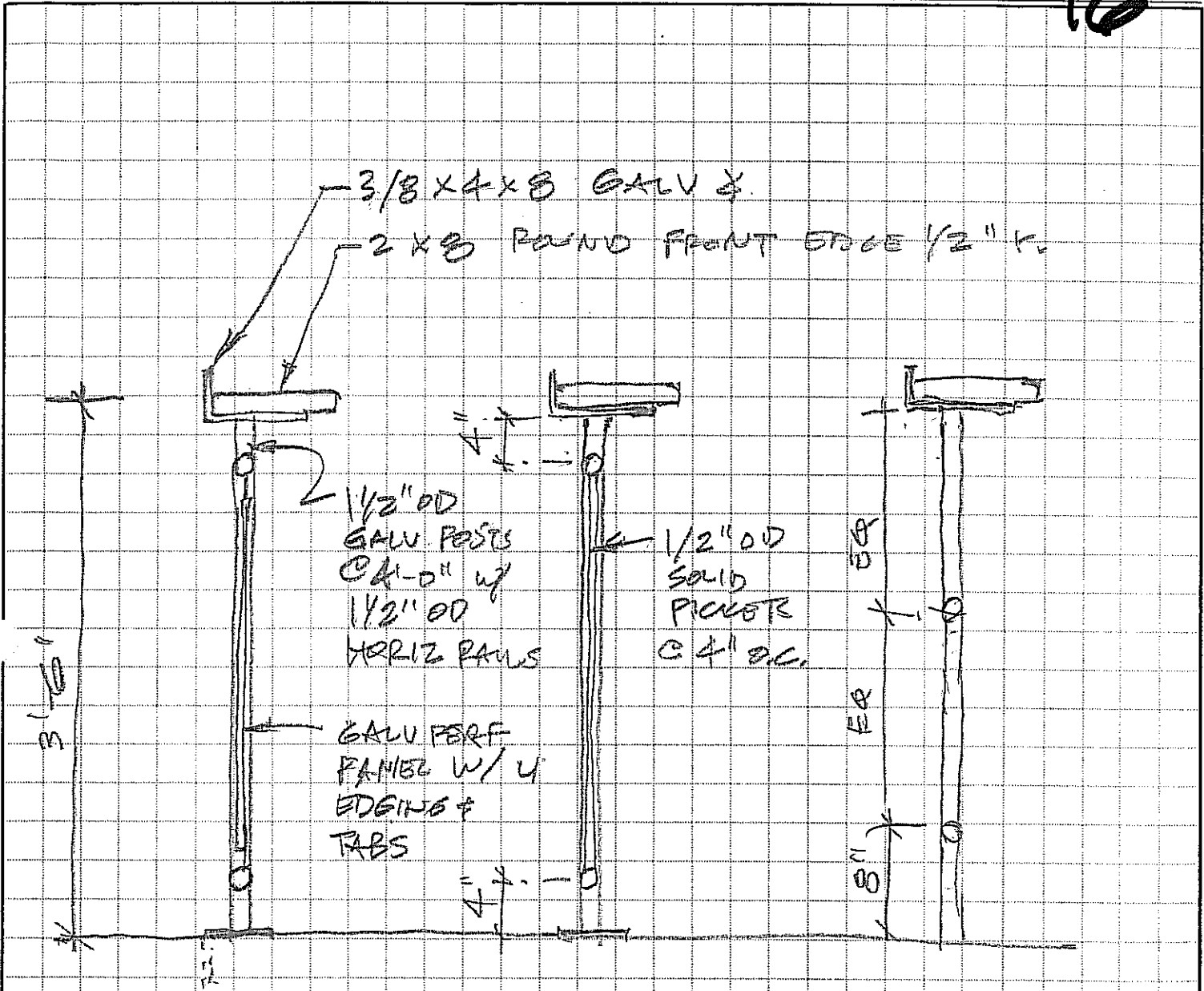
ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB 16
SHEET NO. _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE _____
SCALE _____



TYPICAL
Q R4C - GUARD RAIL AT PICNIC TIER AISLES
1" = 1'-0"

16



R5B

DRINKRAIL/
 PRIVACY
 PANEL

R5E

DRINKRAIL/
 GUARDRAIL

R5A

DRINKRAIL/
 OPEN

ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

JOB LCS

SHEET NO. _____

CALCULATED BY _____

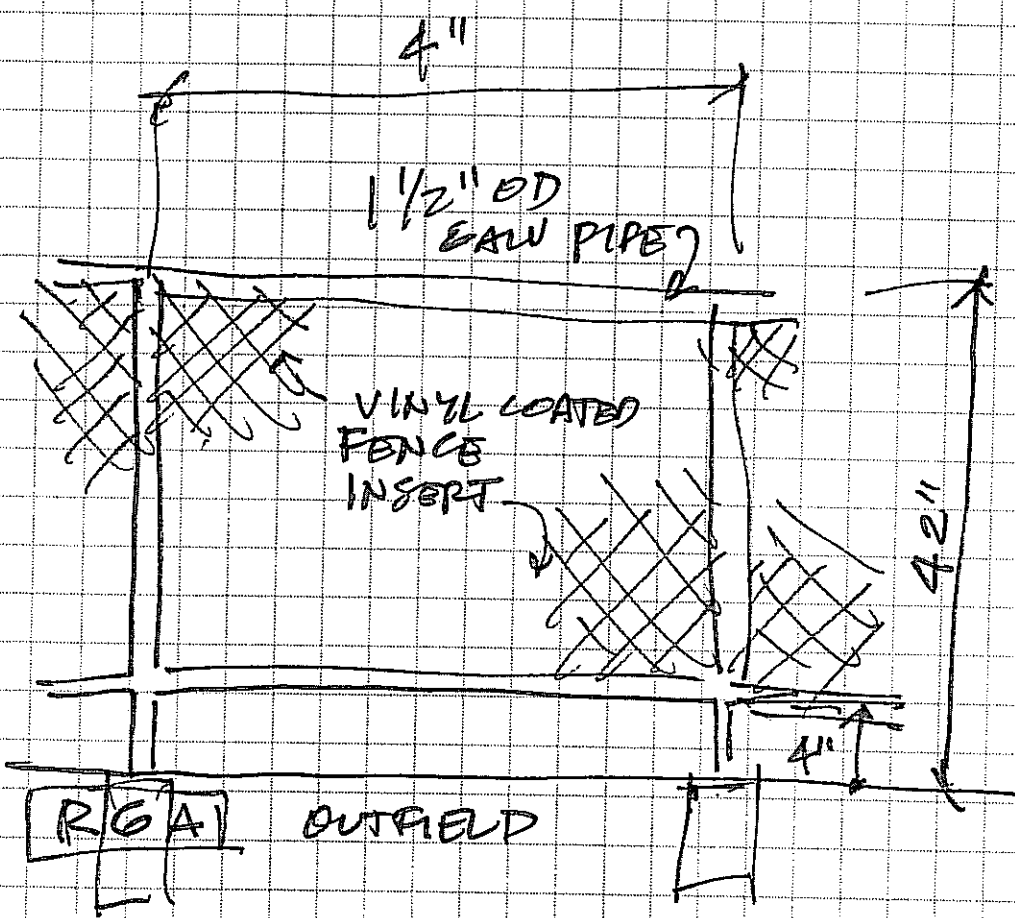
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DATE 2/7/13

DATE _____

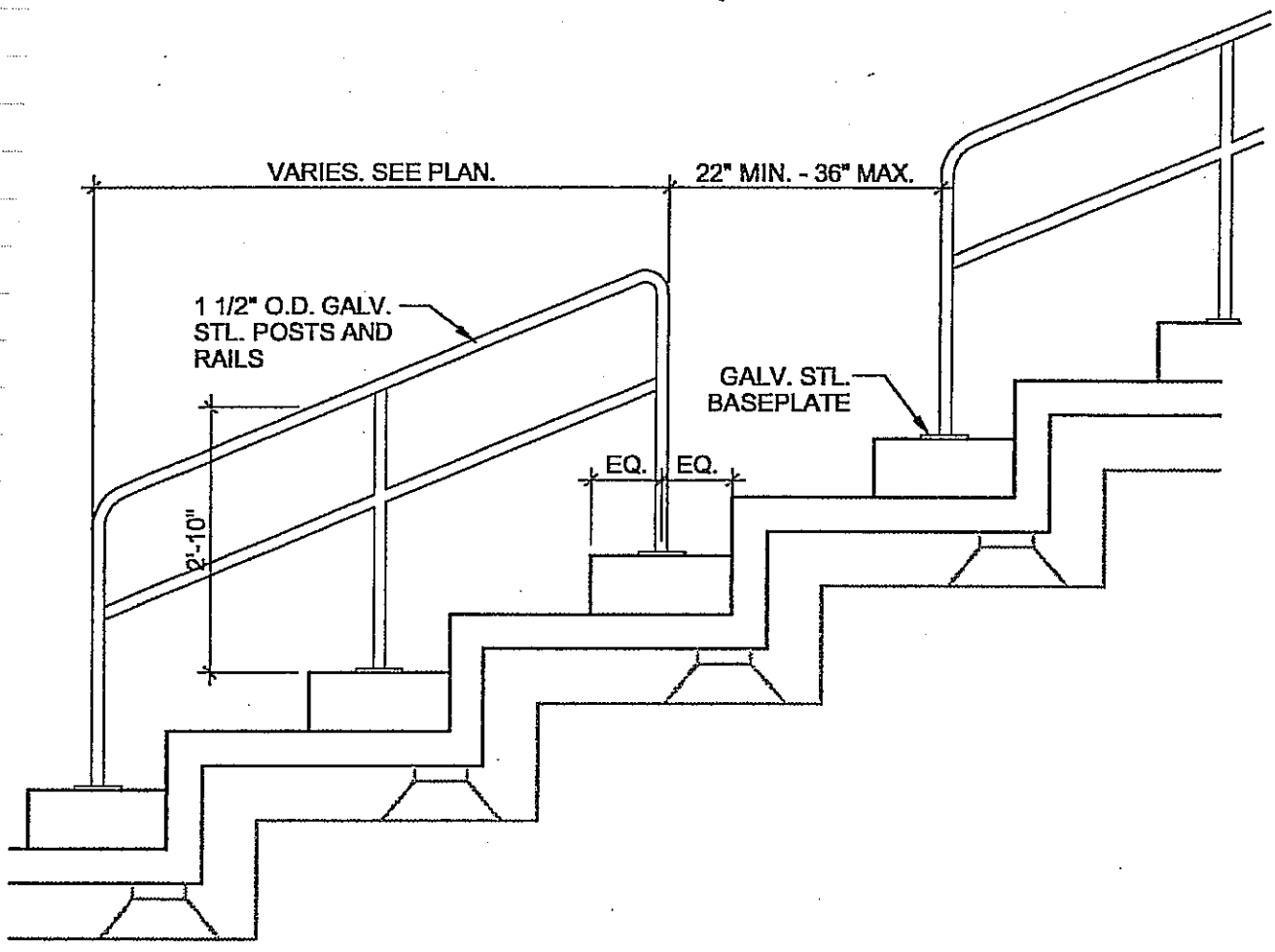
SCALE _____

16

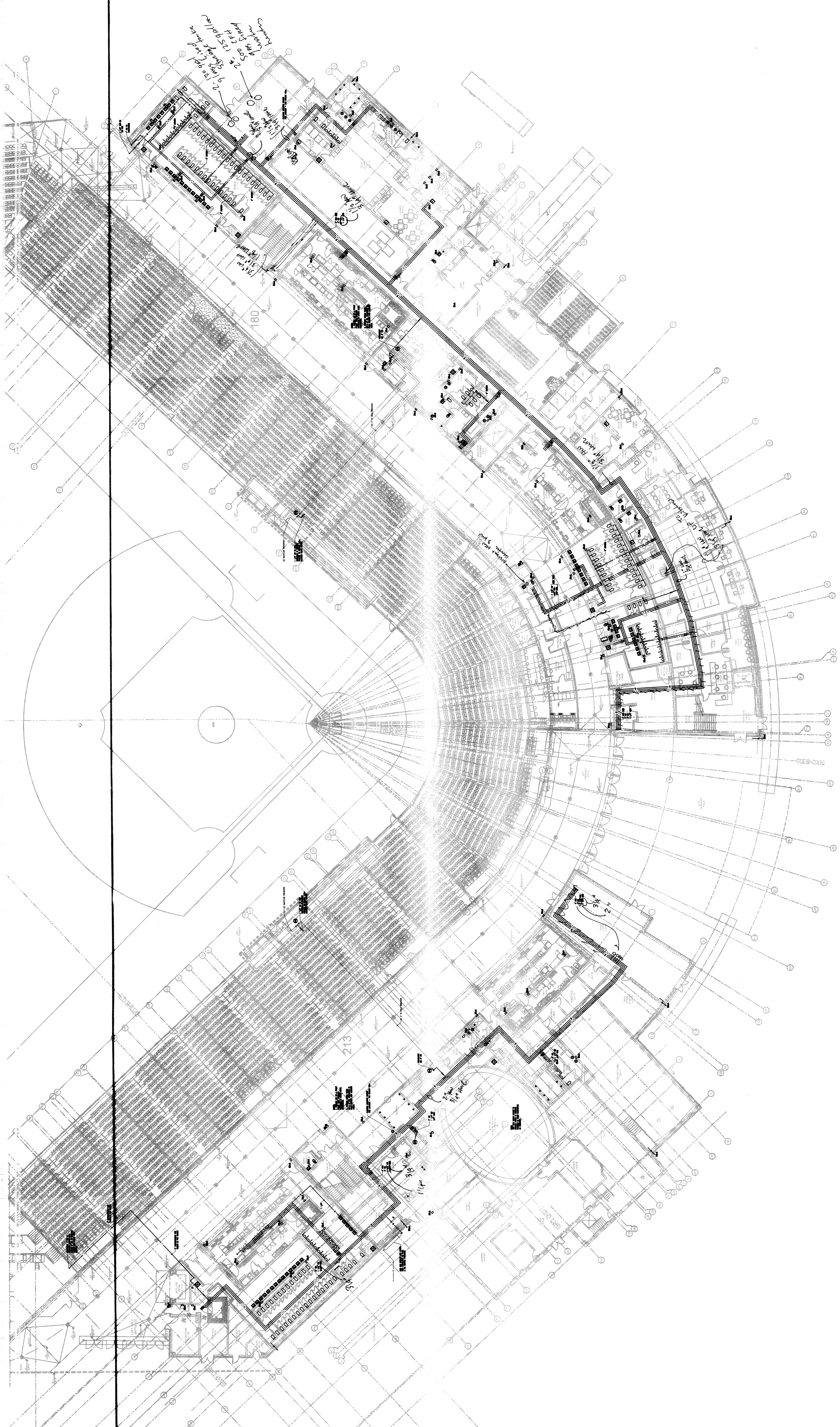


ALVIN H. BUTZ, INC.
Route 309 North Of Route 22
P.O. Box 509
ALLENTOWN, PENNSYLVANIA 18105-0509
(610) 395-6871

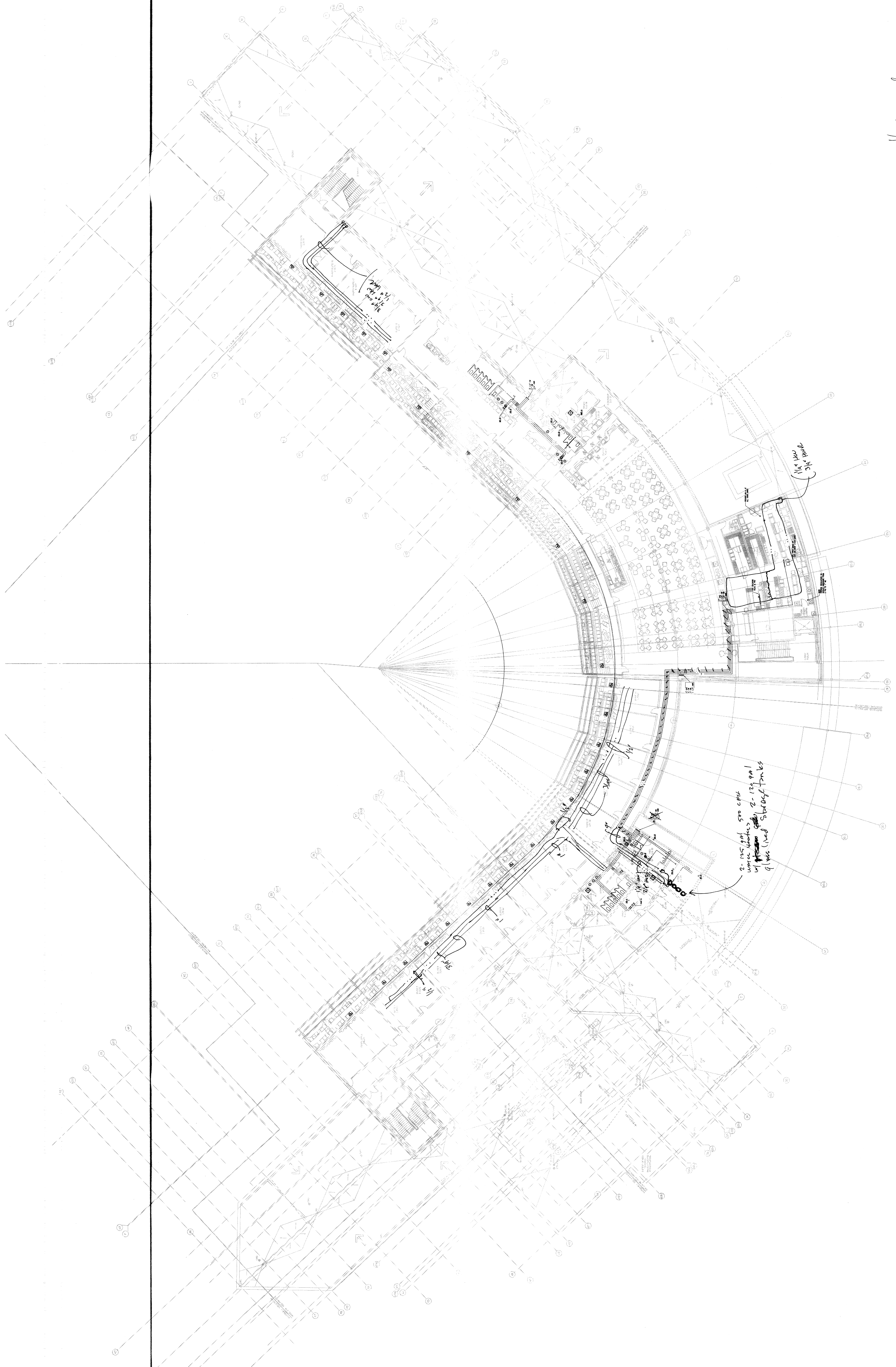
JOB LCS
SHEET NO. _____
CALCULATED BY _____ DATE 2/7/12
CHECKED BY _____ DATE 10
SCALE _____



H R3B - 3 POST CENTER AISLE HANDRAIL
1/2" = 1'-0"



1/16" scale
3-6-12
water hammer piping

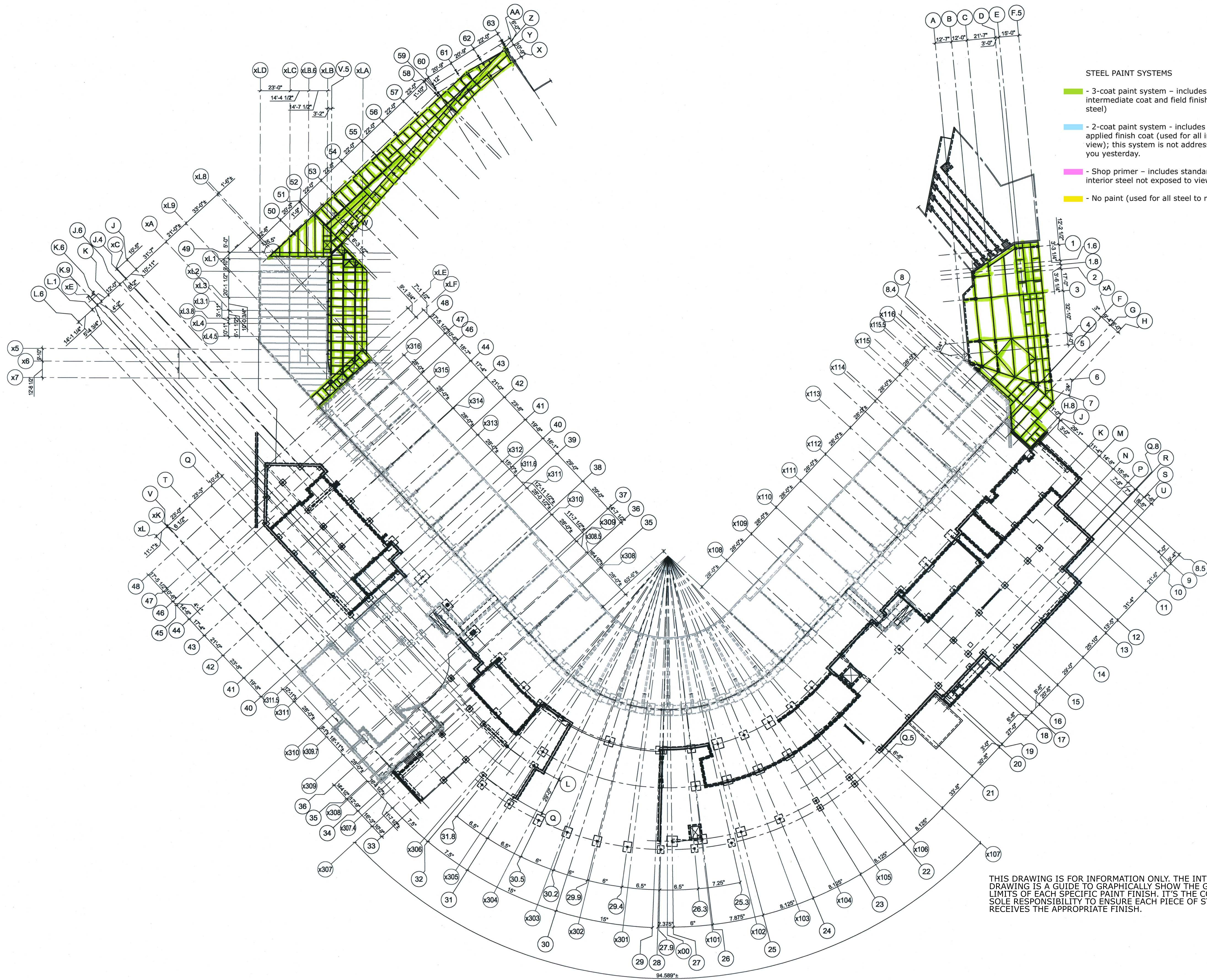


1/16 J code
3-6-12
Wanted theater position

2. 125' and 500' c/w
w/ 125' and 500' c/w
w/ 125' and 500' c/w
w/ 125' and 500' c/w

1/16 J code

1/16 J code



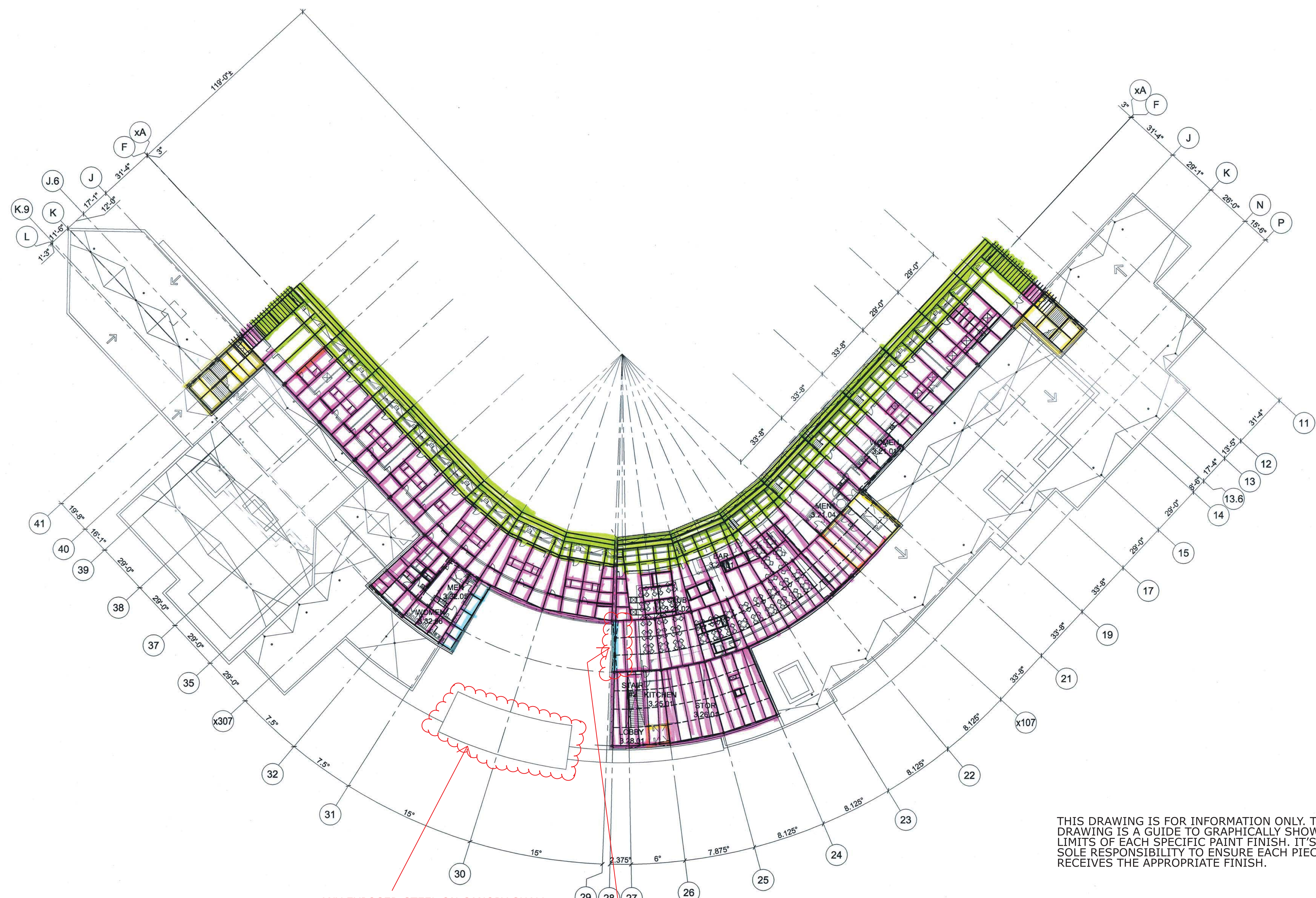
STEEL PAINT SYSTEMS

- - 3-coat paint system - includes zinc rich shop primer, shop intermediate coat and field finish coat (used for all exterior steel)
- - 2-coat paint system - includes shop primer and field applied finish coat (used for all interior steel exposed to view); this system is not addressed in the spec that I sent you yesterday.
- - Shop primer - includes standard shop primer (used for all interior steel not exposed to view and not spray fireproofed)
- - No paint (used for all steel to receive spray fireproofing)

THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS A GUIDE TO GRAPHICALLY SHOW THE GENERAL LIMITS OF EACH SPECIFIC PAINT FINISH. IT'S THE CONTRACTORS SOLE RESPONSIBILITY TO ENSURE EACH PIECE OF STEEL RECEIVES THE APPROPRIATE FINISH.

STEEL PAINT SYSTEMS

- - 3-coat paint system - includes zinc rich shop primer, shop intermediate coat and field finish coat (used for all exterior steel)
- - 2-coat paint system - includes shop primer and field applied finish coat (used for all interior steel exposed to view); this system is not addressed in the spec that I sent you yesterday.
- - Shop primer - includes standard shop primer (used for all interior steel not exposed to view and not spray fireproofed)
- - No paint (used for all steel to receive spray fireproofing)

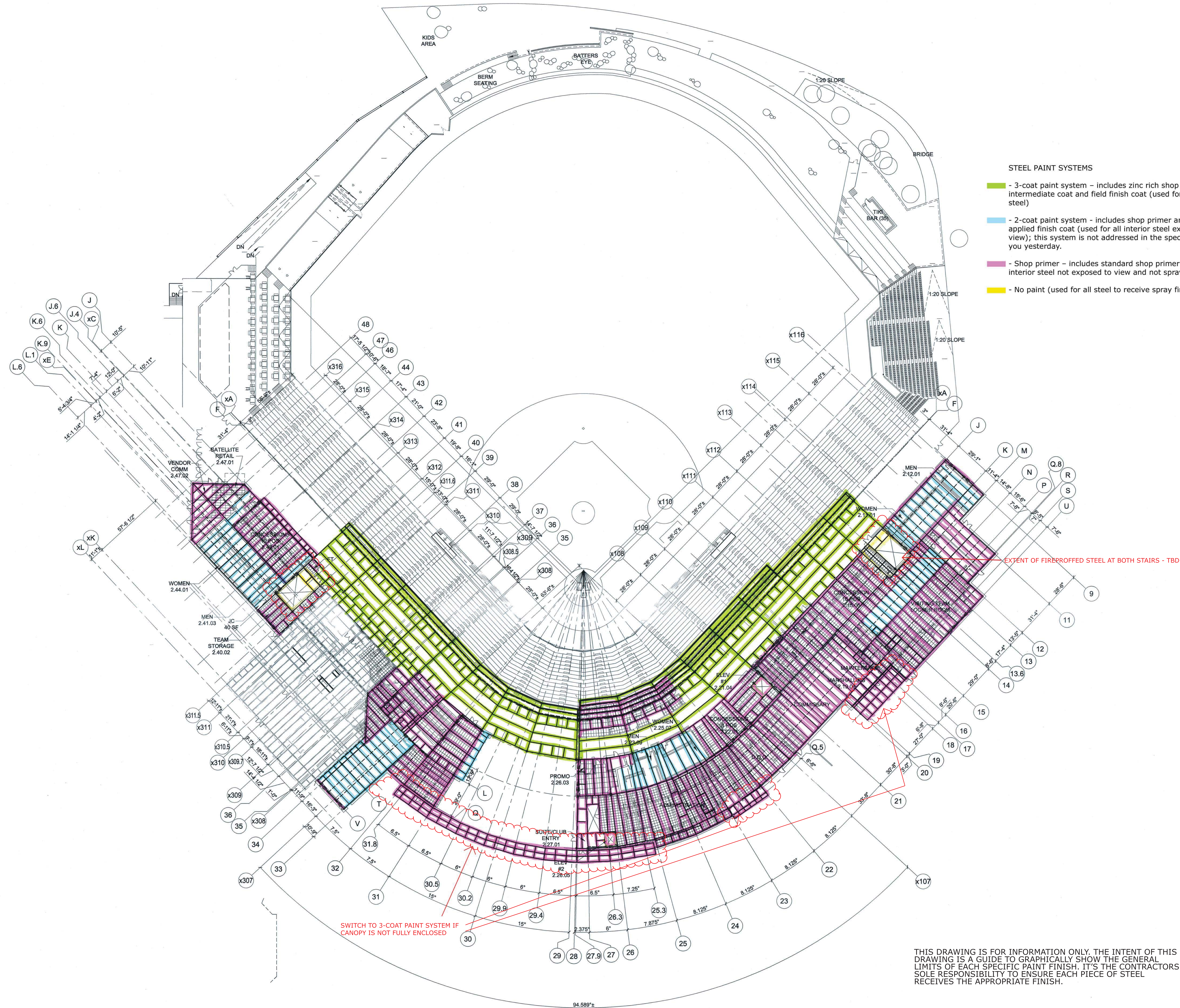


ANY EXPOSED STEEL ON CANOPY SHALL HAVE THE 3-COAT PAINT SYSTEM

CROSSBRACING WHICH IS EXPOSED TO VIEW RECEIVES THE 2-COAT PAINT SYSTEM

BEAMS WHICH ARE NOT EXPOSED TO VIEW RECEIVES SHOP PRIMER

THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS A GUIDE TO GRAPHICALLY SHOW THE GENERAL LIMITS OF EACH SPECIFIC PAINT FINISH. IT'S THE CONTRACTORS SOLE RESPONSIBILITY TO ENSURE EACH PIECE OF STEEL RECEIVES THE APPROPRIATE FINISH.



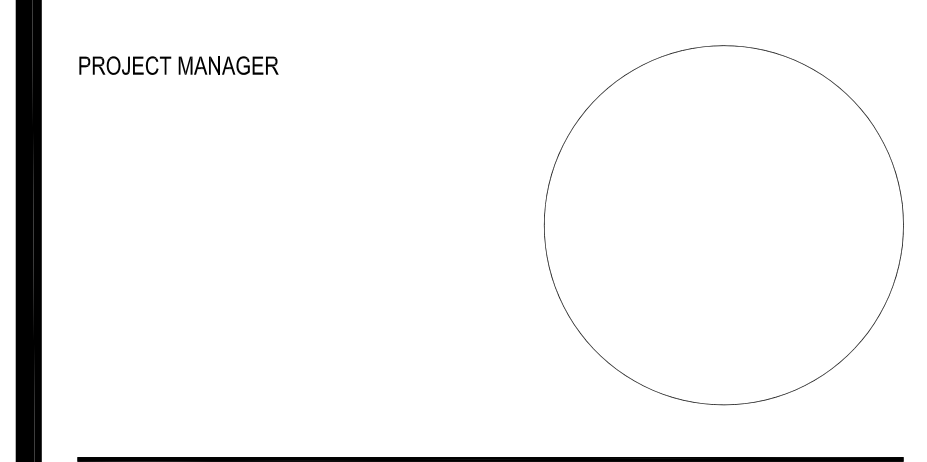
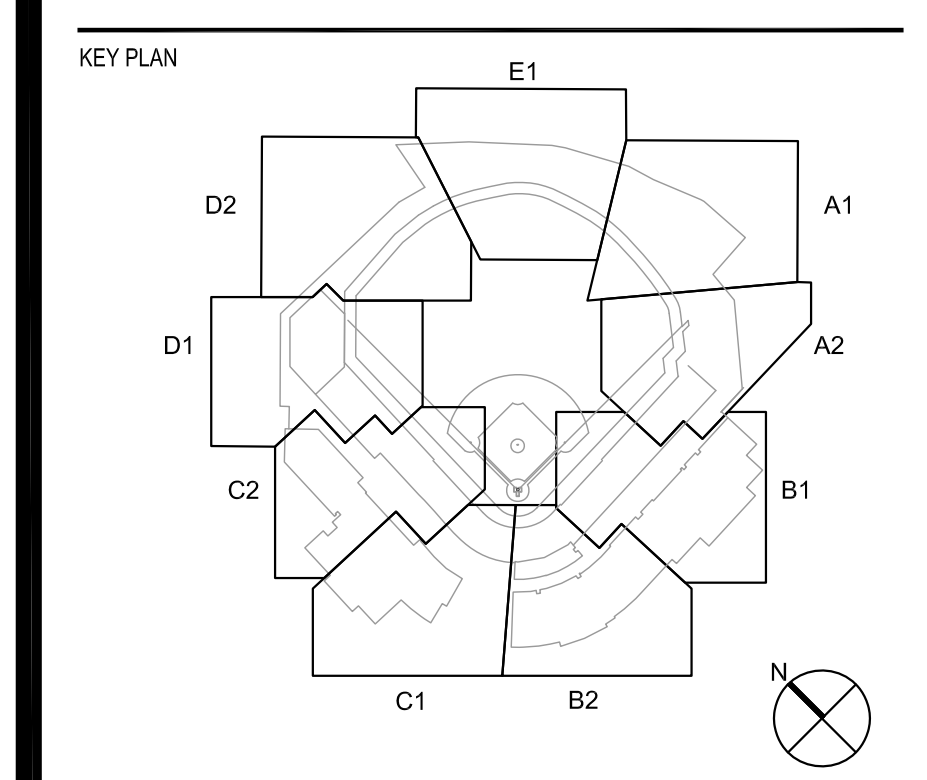
STEEL PAINT SYSTEMS

- - 3-coat paint system - includes zinc rich shop primer, shop intermediate coat and field finish coat (used for all exterior steel)
- - 2-coat paint system - includes shop primer and field applied finish coat (used for all interior steel exposed to view); this system is not addressed in the spec that I sent you yesterday.
- - Shop primer - includes standard shop primer (used for all interior steel not exposed to view and not spray fireproofed)
- - No paint (used for all steel to receive spray fireproofing)

SWITCH TO 3-COAT PAINT SYSTEM IF CANOPY IS NOT FULLY ENCLOSED

THIS DRAWING IS FOR INFORMATION ONLY. THE INTENT OF THIS DRAWING IS A GUIDE TO GRAPHICALLY SHOW THE GENERAL LIMITS OF EACH SPECIFIC PAINT FINISH. IT'S THE CONTRACTORS SOLE RESPONSIBILITY TO ENSURE EACH PIECE OF STEEL RECEIVES THE APPROPRIATE FINISH.

GENERAL NOTES



NO.	BY	DESCRIPTION	DATE

LACKAWANNA COUNTY STADIUM

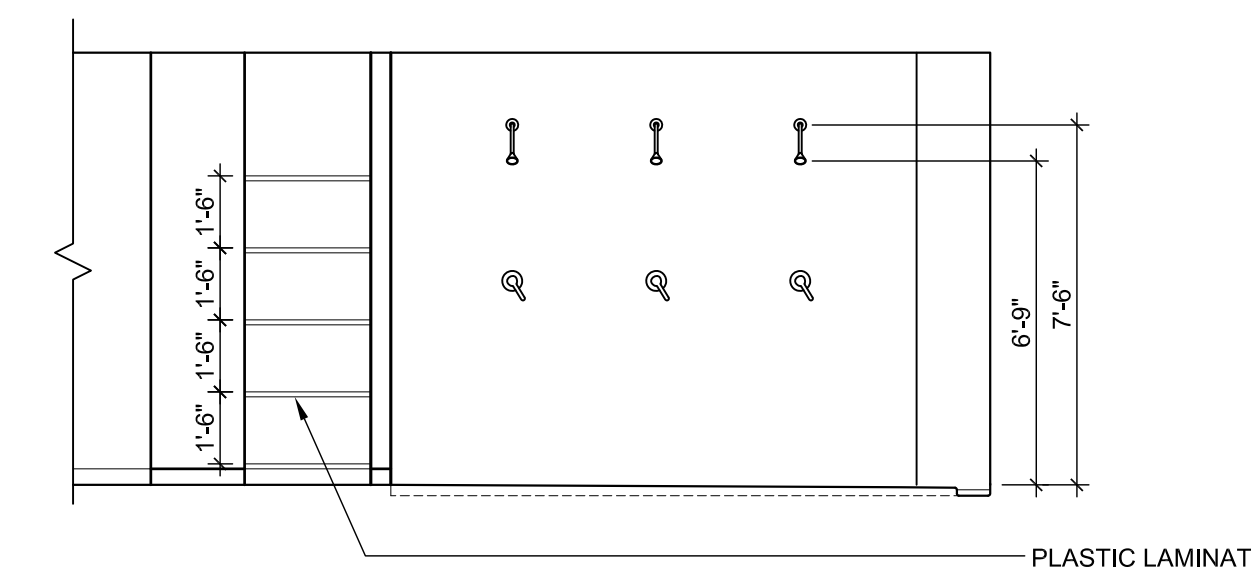
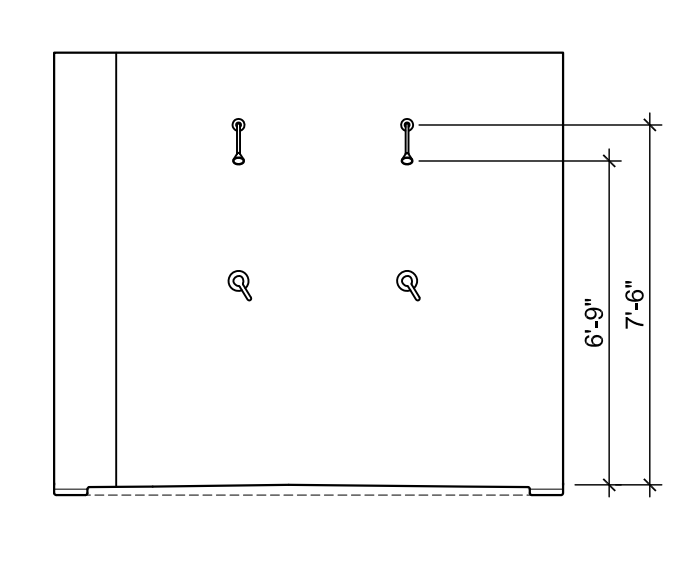
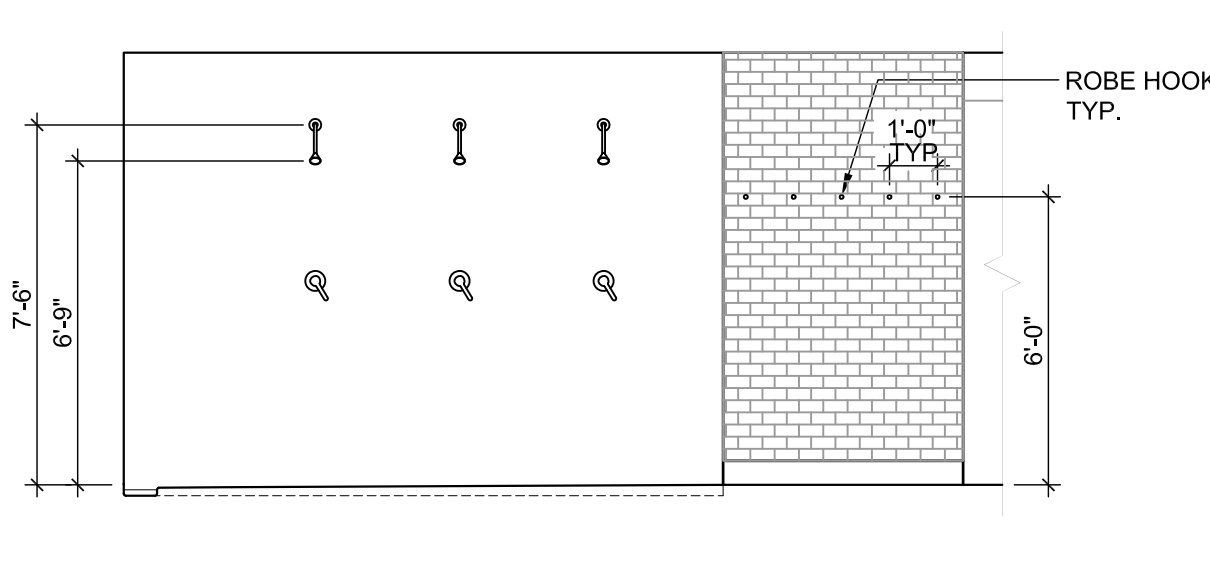
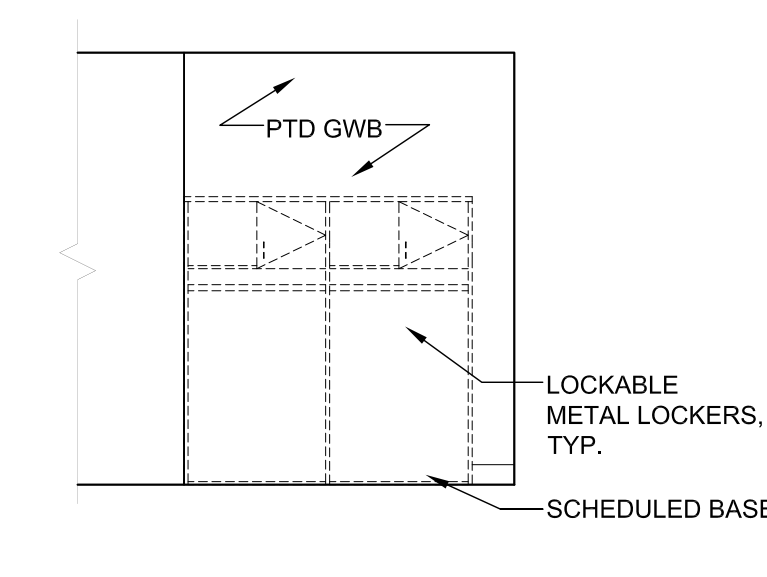
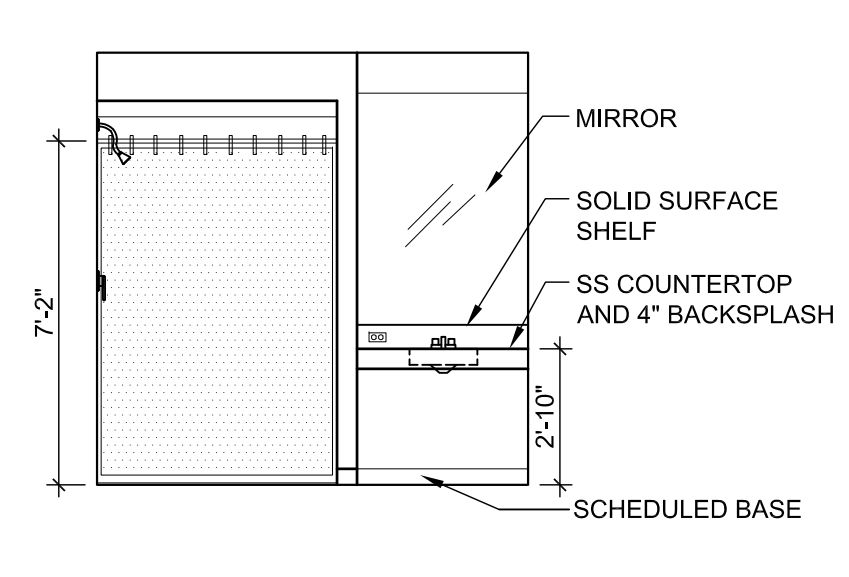
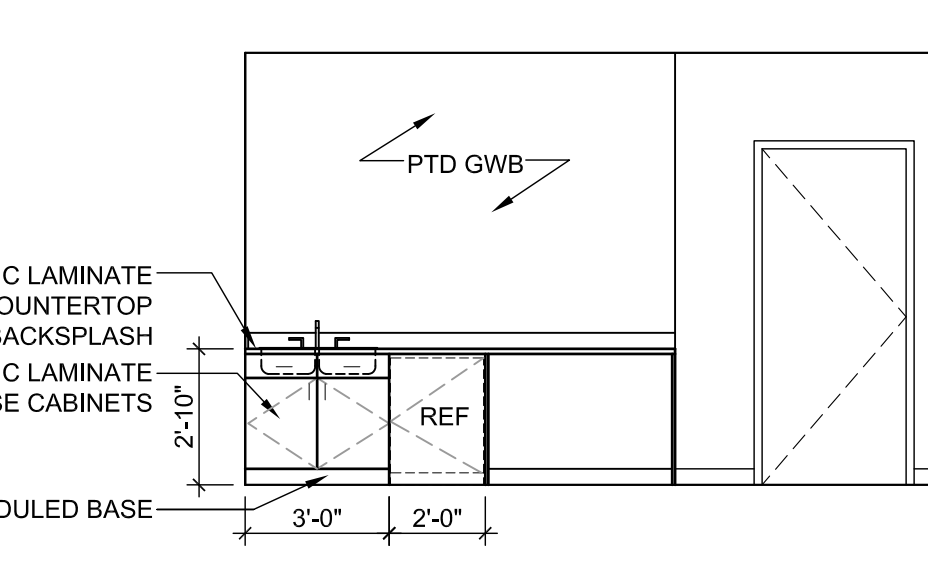
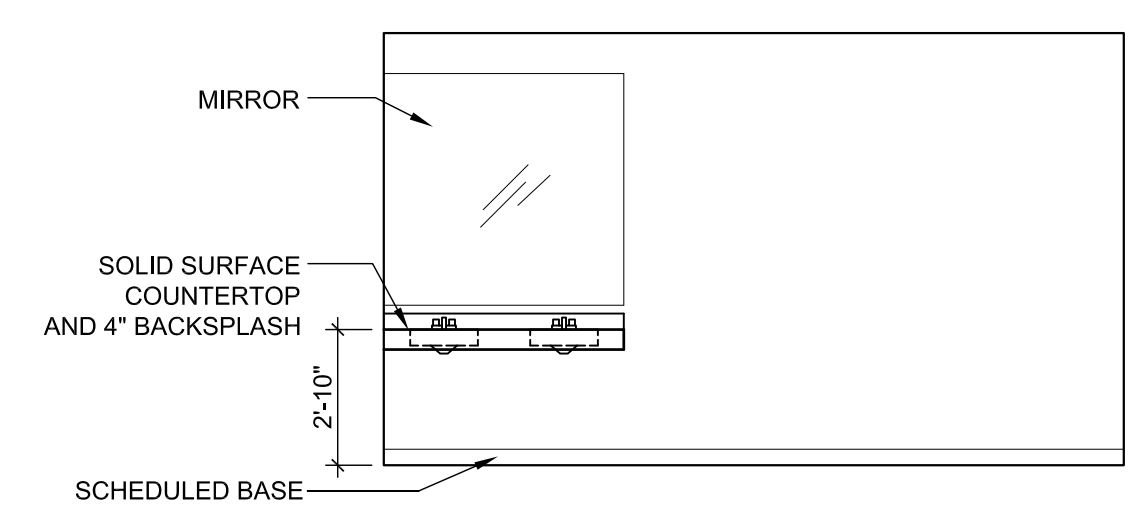
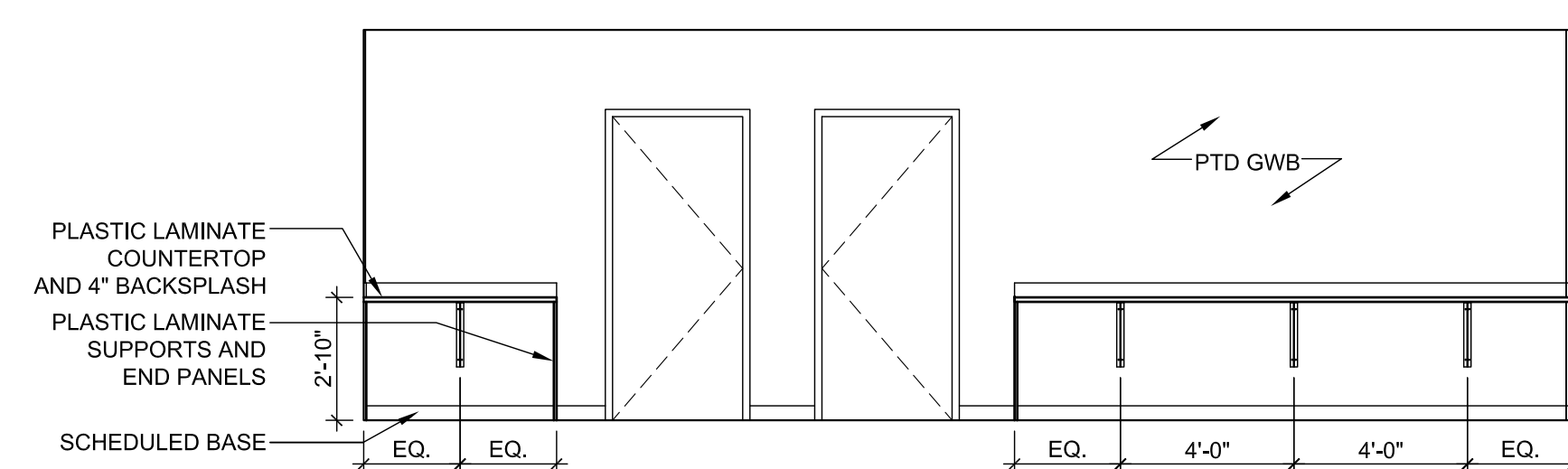
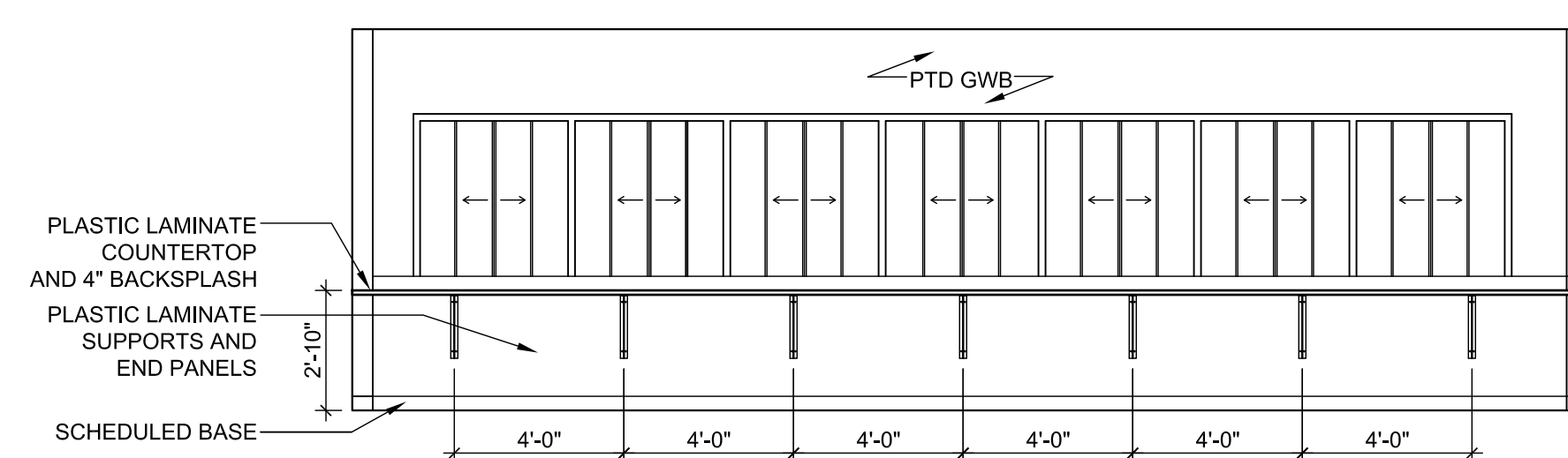
235 Montage Mountain Road, Moosic, PA 18507

DRAWN BY CLC DATE _____

PROJECT NO. 20110301 SCALE 1/4" = 1'-0"

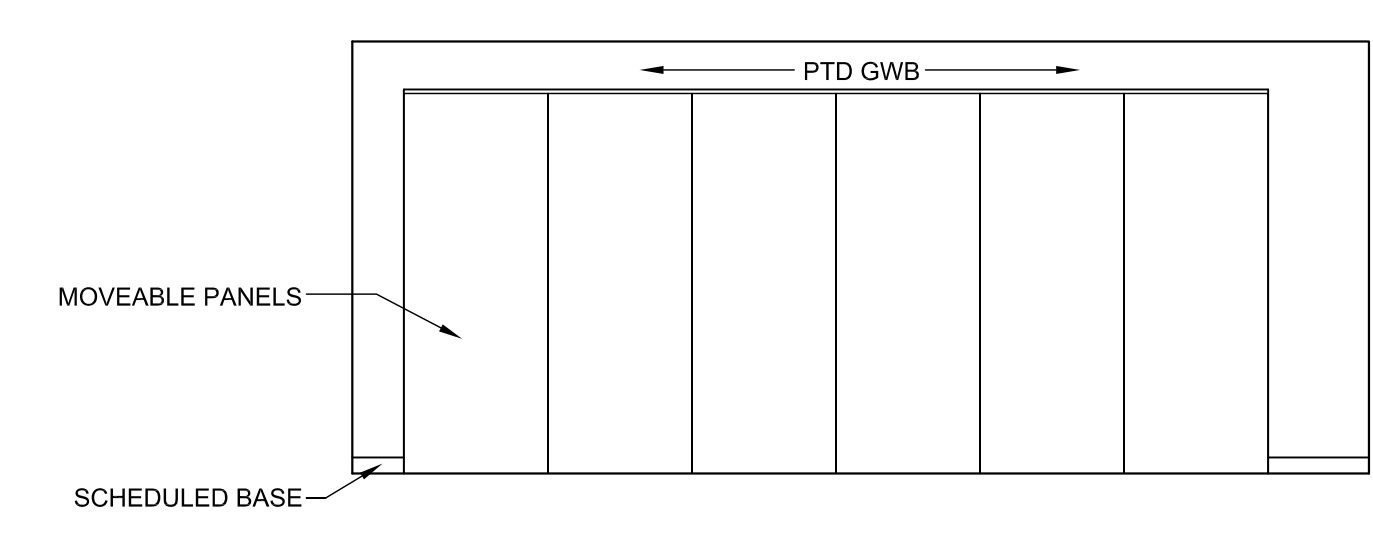
DRAWING NAME MAIN CONCOURSE INTERIOR ELEVATIONS

FLOOR/SECTION _____ PHASE _____ DRAWING NO. _____

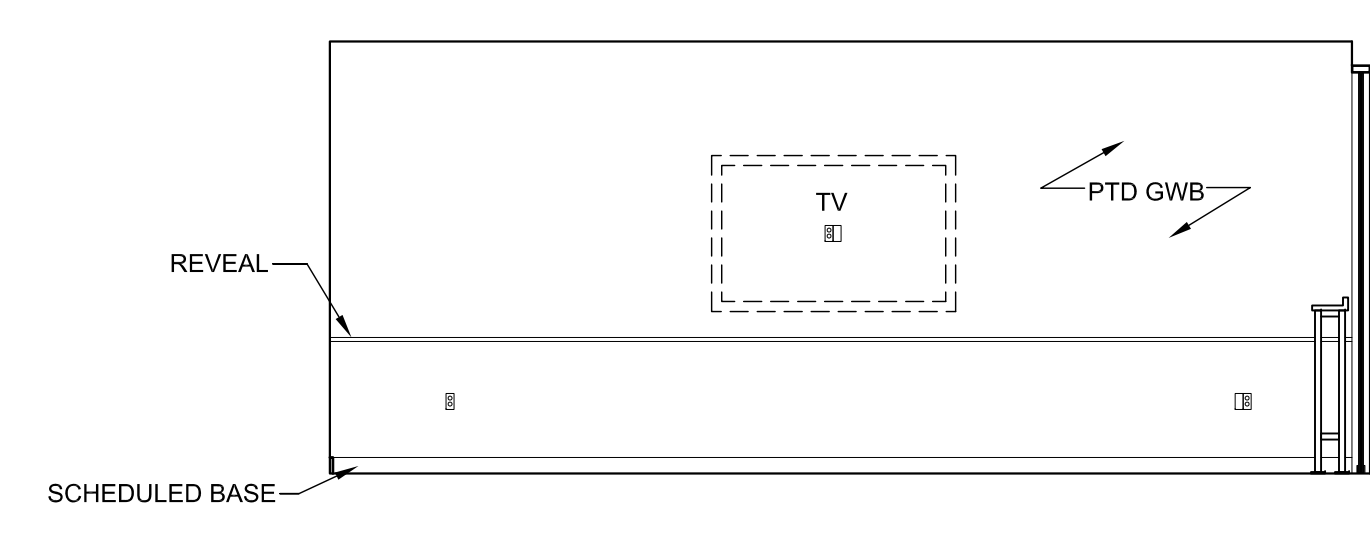


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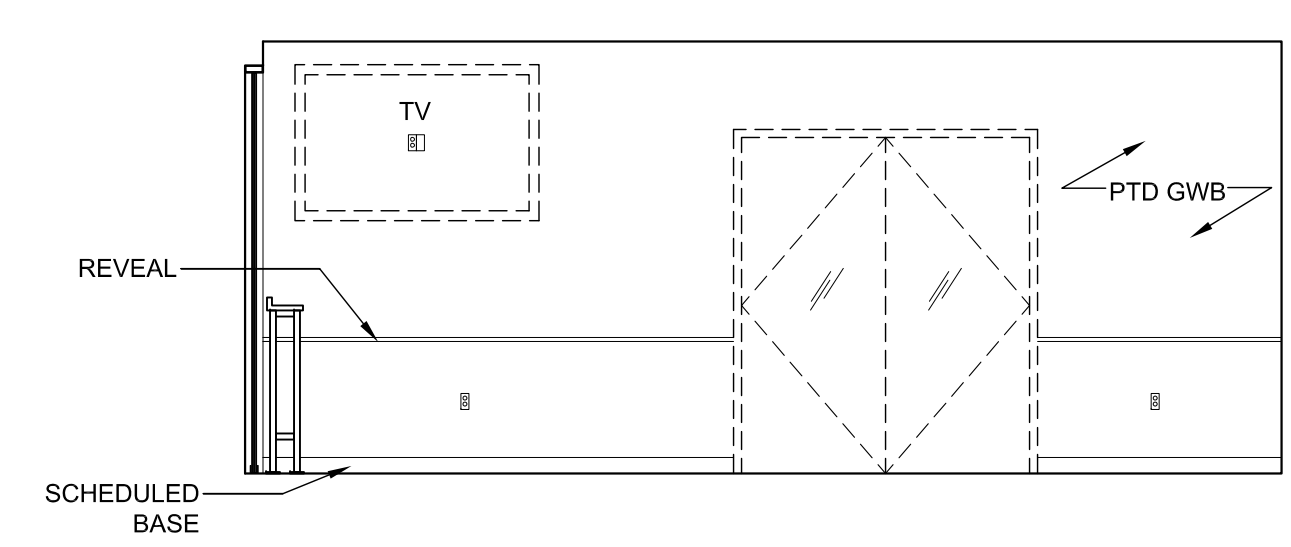
GENERAL NOTES



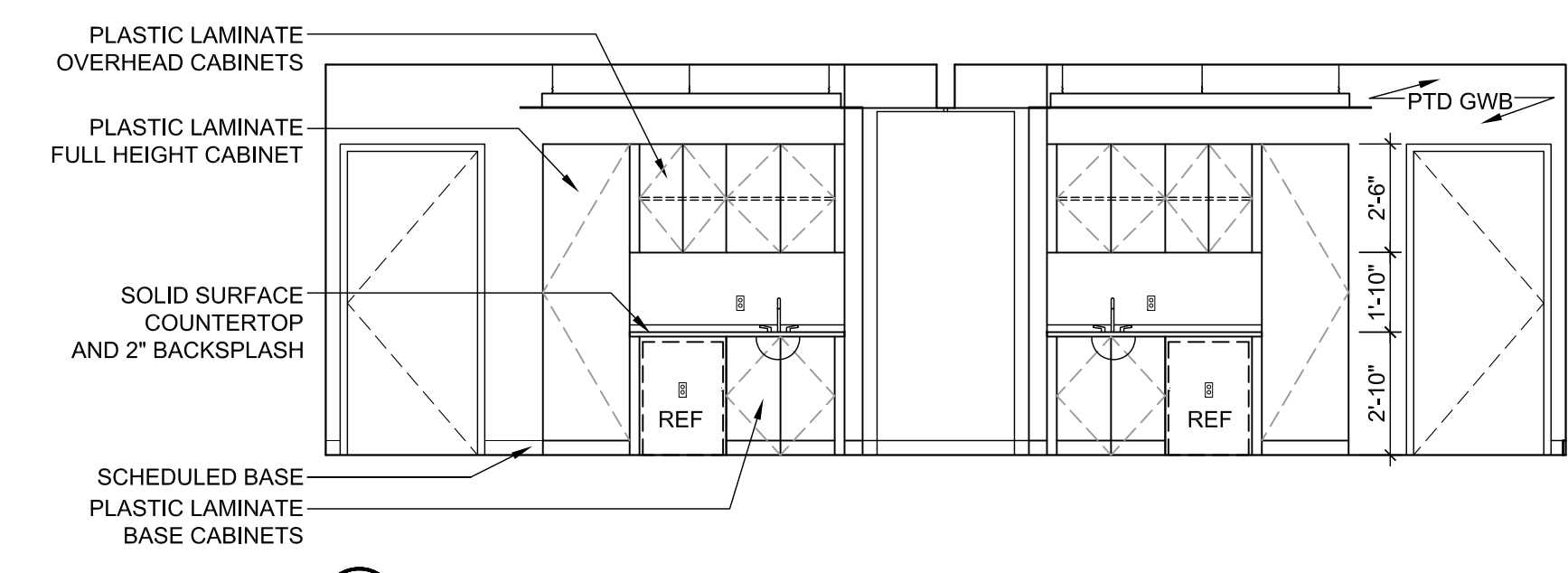
P ELEVATION @ PARTY SUITES
1/8"=1'-0"



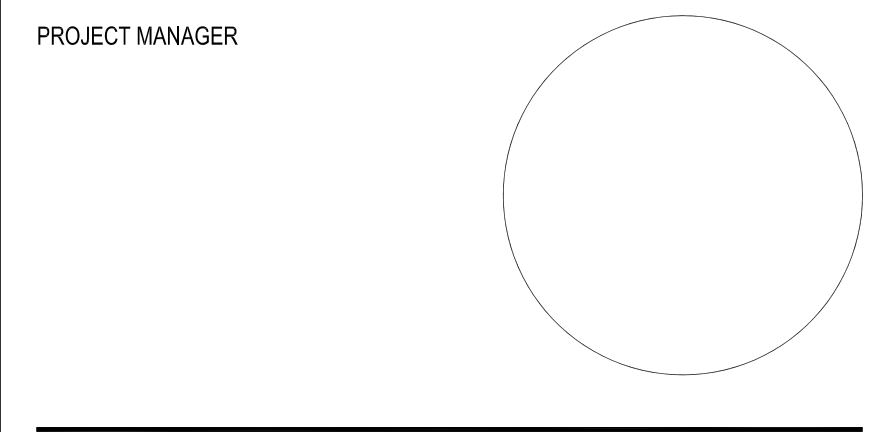
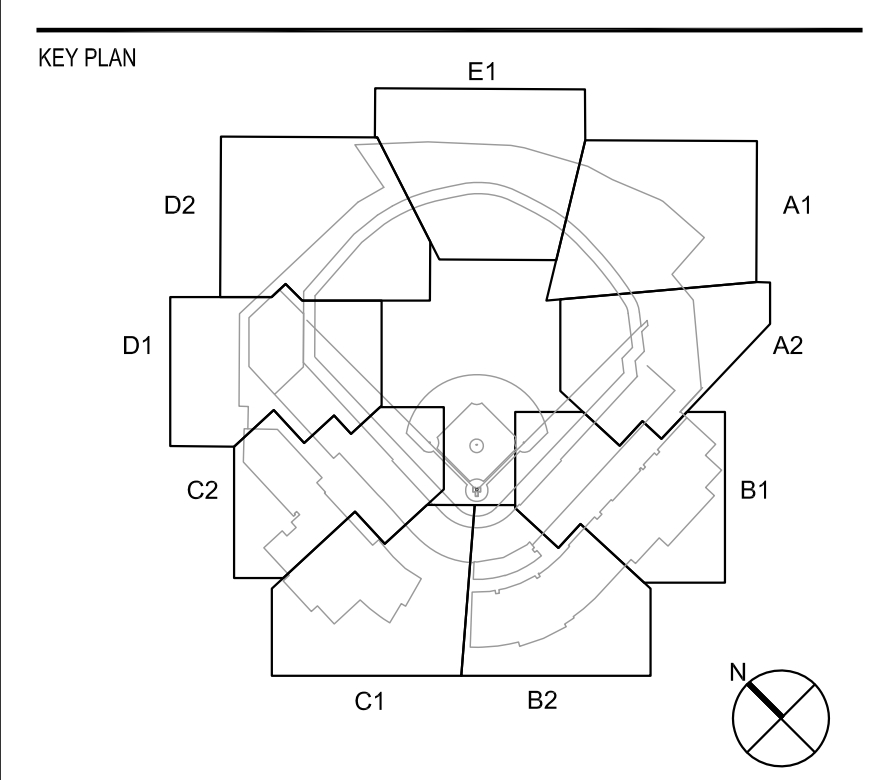
N ELEVATION @ PARTY SUITES
1/8"=1'-0"



M ELEVATION @ PARTY SUITES
1/8"=1'-0"

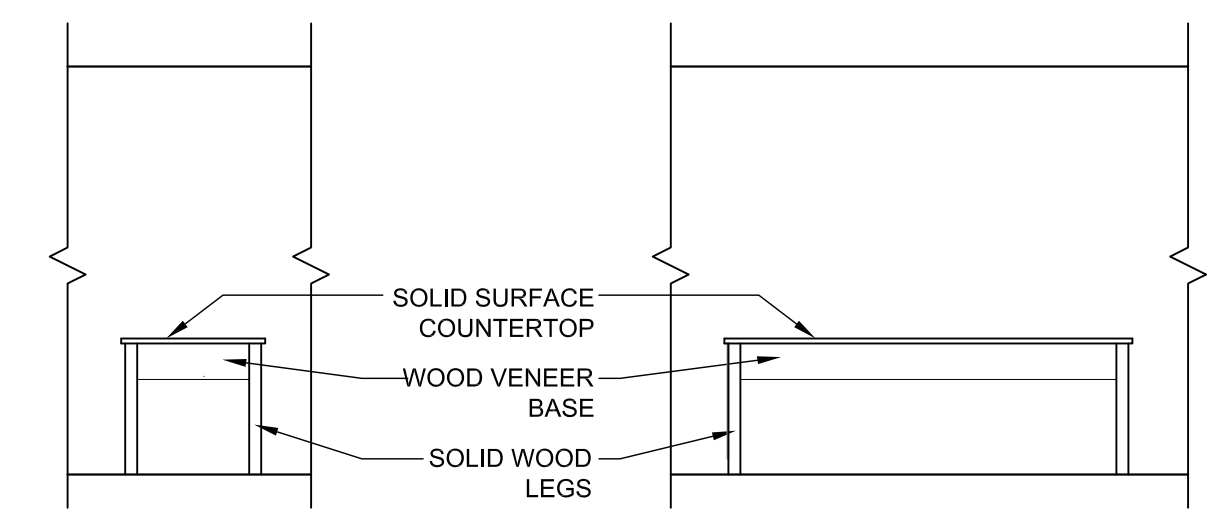


L ELEVATION @ PARTY SUITES
1/8"=1'-0"

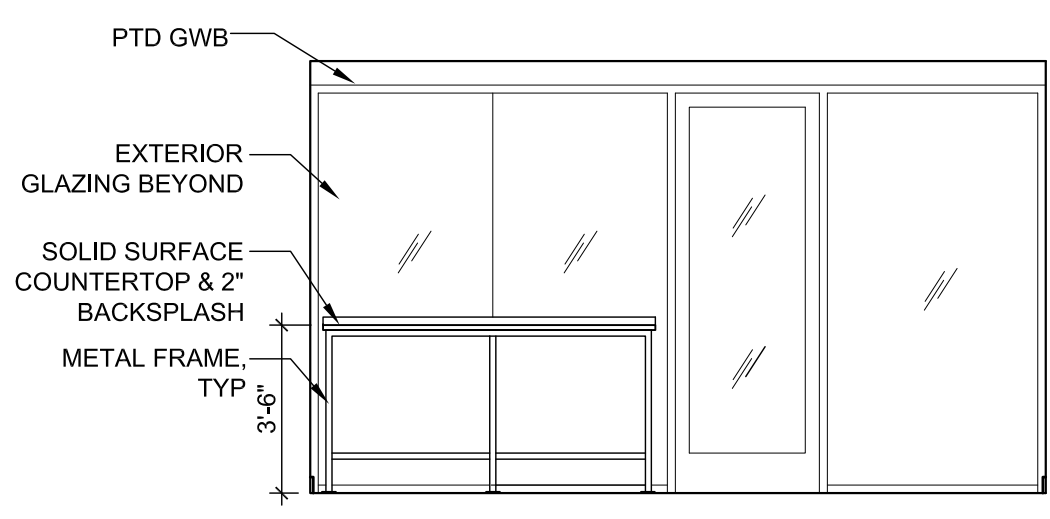


REVISIONS

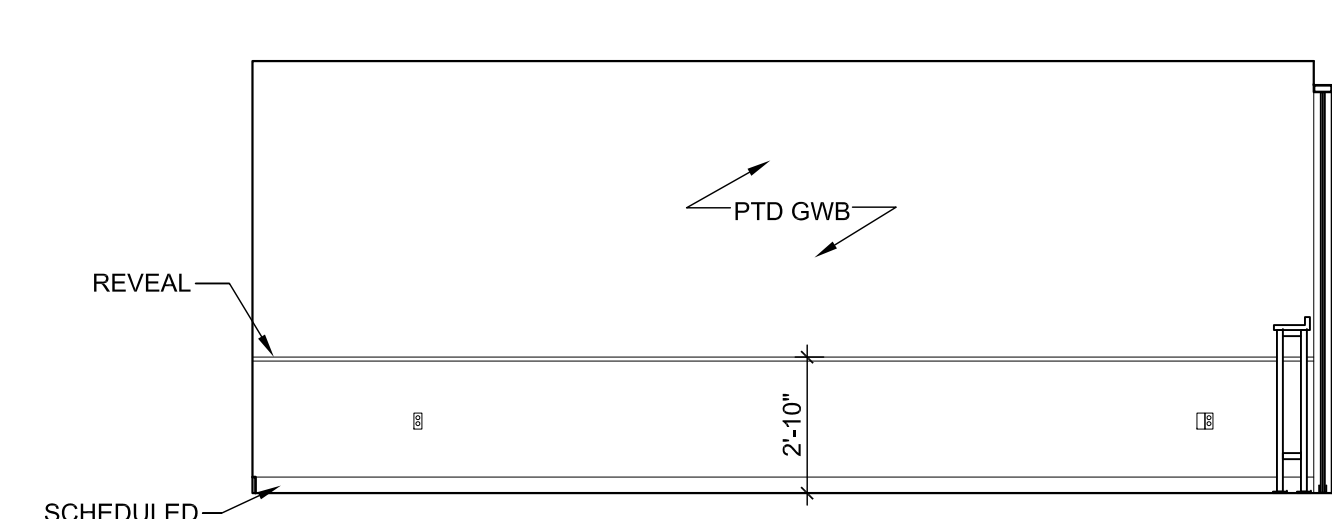
NO.	BY	DESCRIPTION	DATE



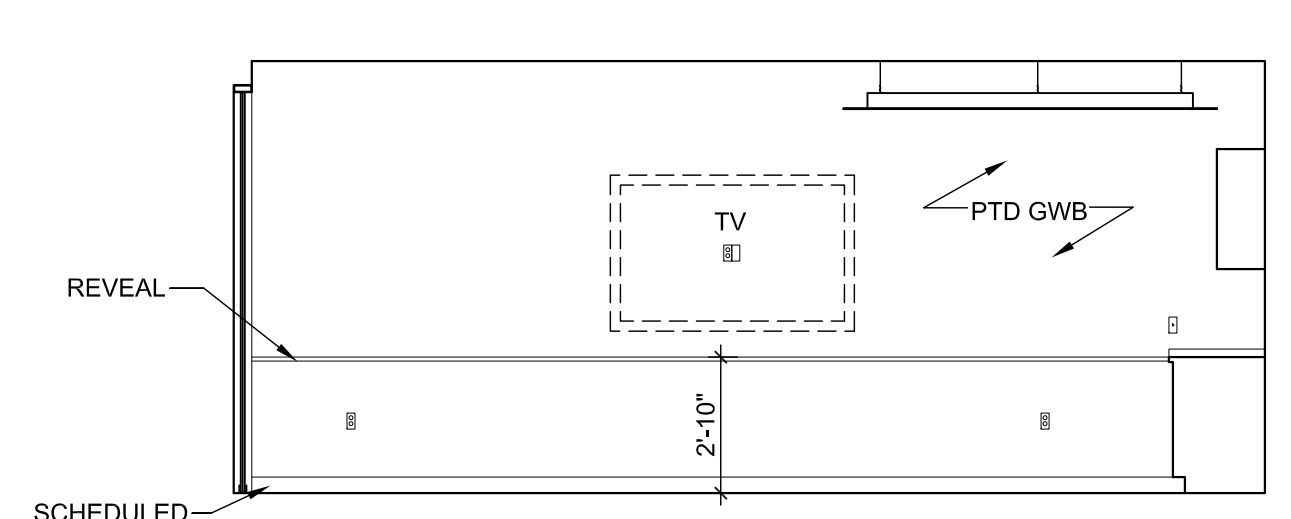
K ELEVATION @ TYPICAL SPLAYED SUITE
1/8"=1'-0"



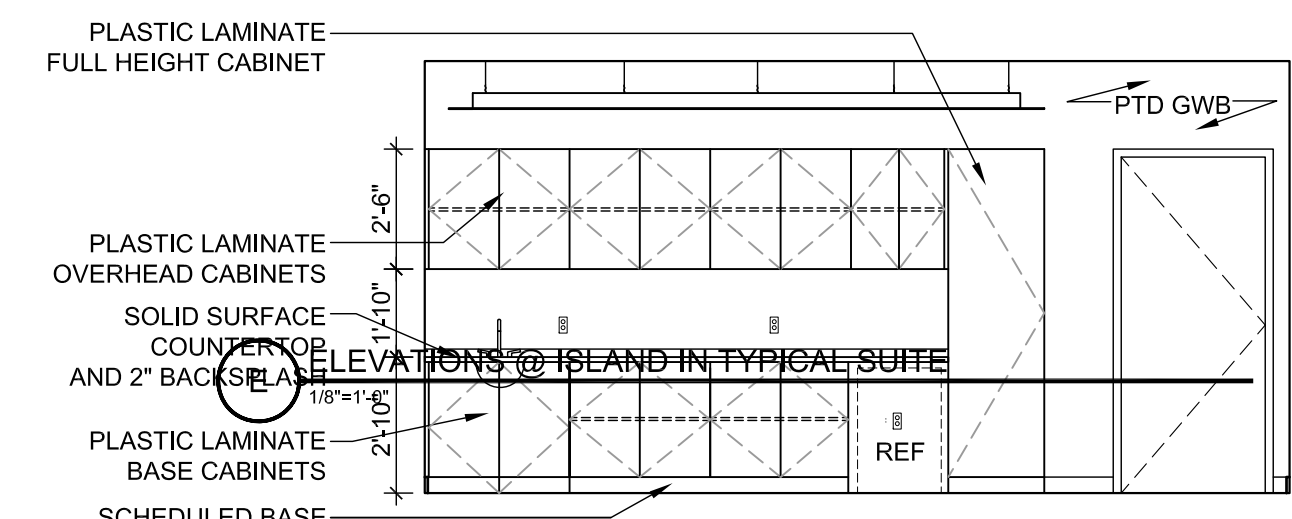
J ELEVATION @ TYPICAL SPLAYED SUITE
1/8"=1'-0"



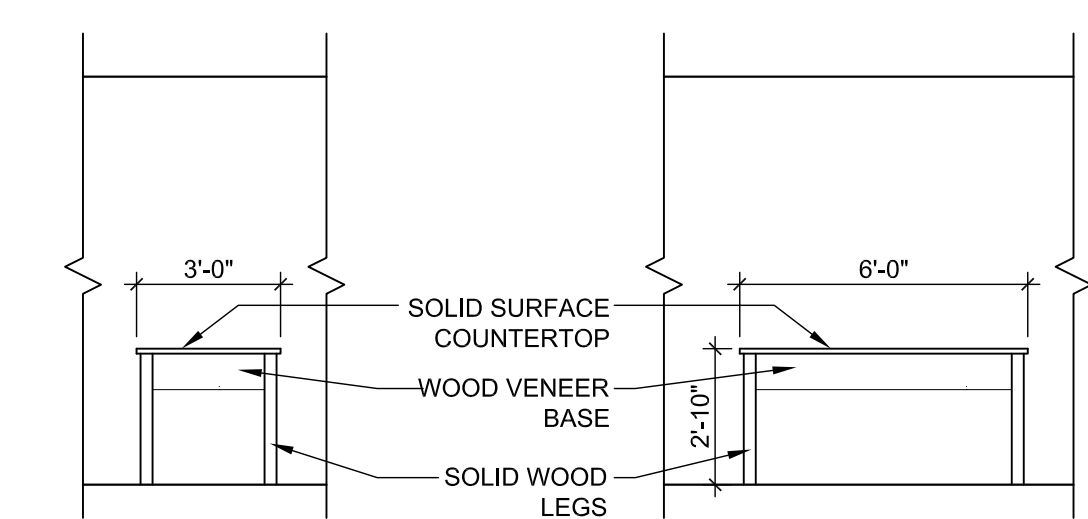
H ELEVATION @ TYPICAL SPLAYED SUITE
1/8"=1'-0"



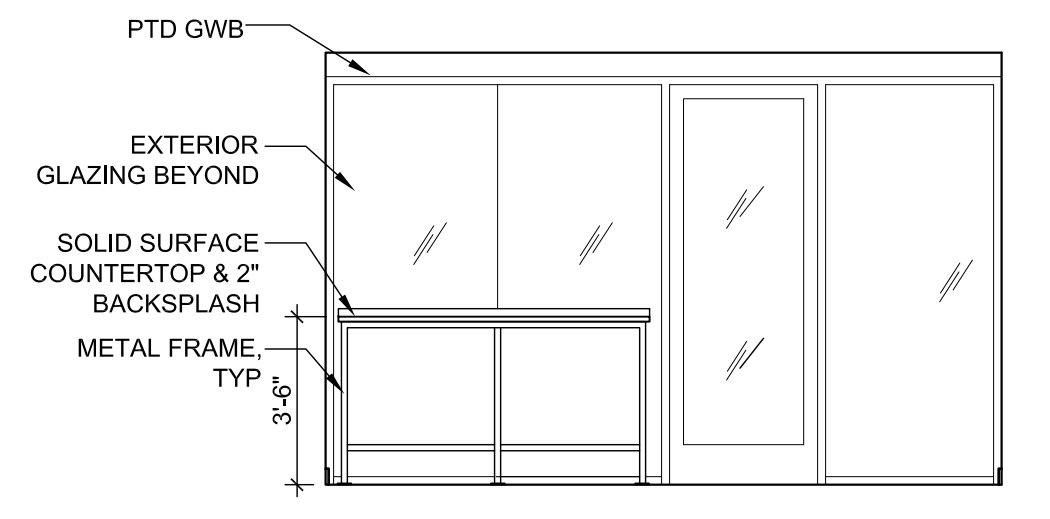
G ELEVATION @ TYPICAL SPLAYED SUITE
1/8"=1'-0"



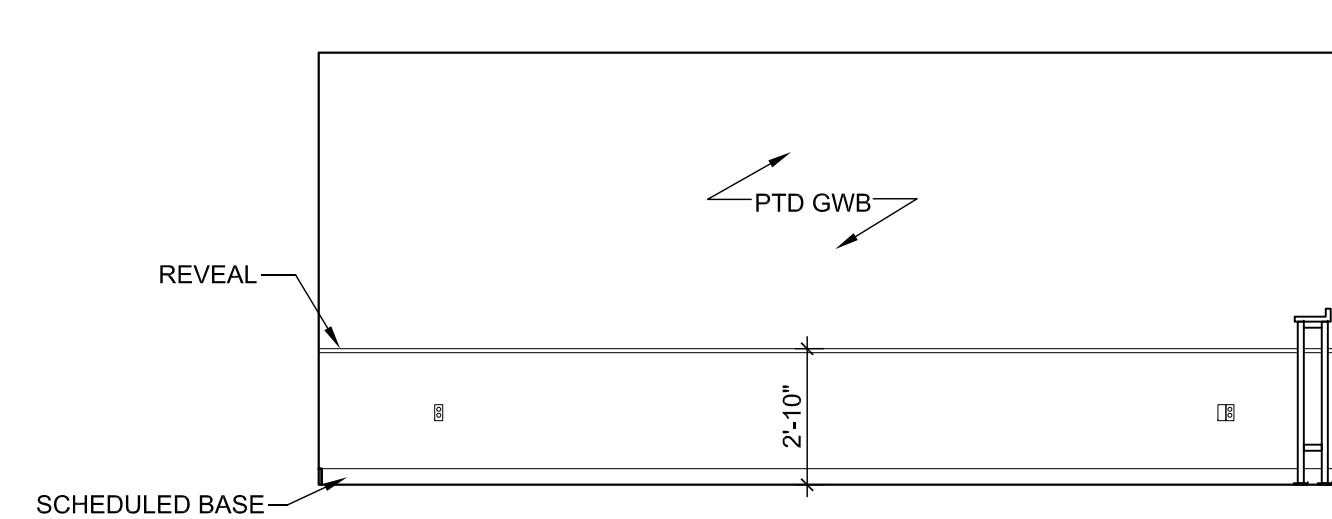
F ELEVATION @ TYPICAL SPLAYED SUITE
1/8"=1'-0"



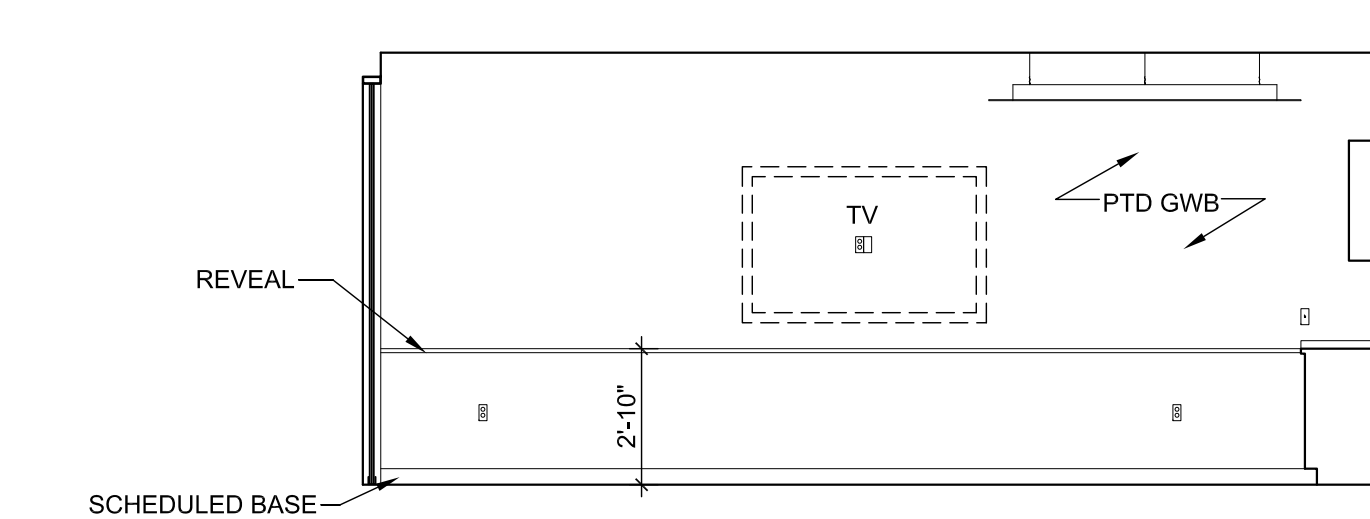
E ELEVATION @ TYPICAL SUITE
1/8"=1'-0"



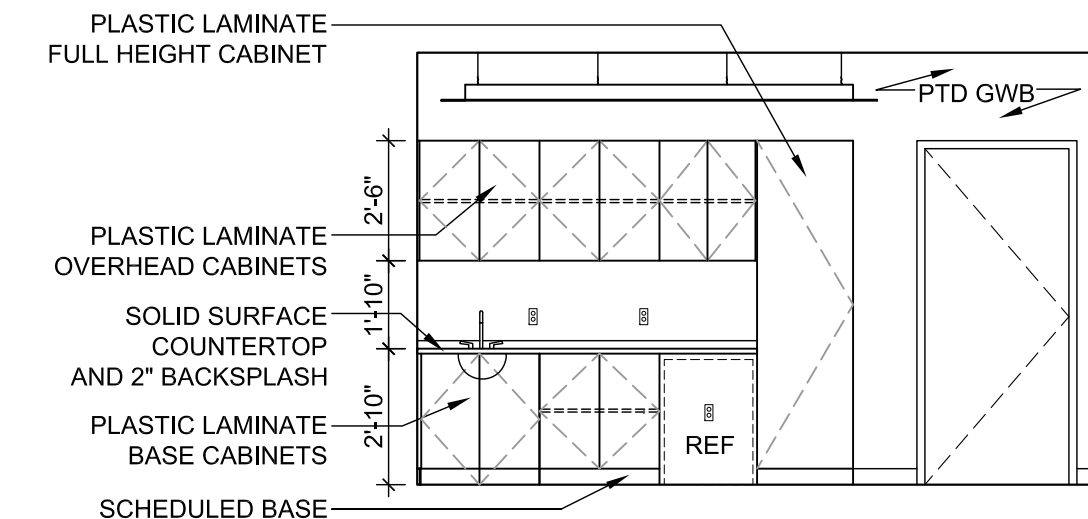
D ELEVATION @ TYPICAL SUITE
1/8"=1'-0"



C ELEVATION @ TYPICAL SUITE
1/8"=1'-0"



B ELEVATION @ TYPICAL SUITE
1/8"=1'-0"



A ELEVATION @ TYPICAL SUITE
1/8"=1'-0"

LACKAWANNA COUNTY STADIUM

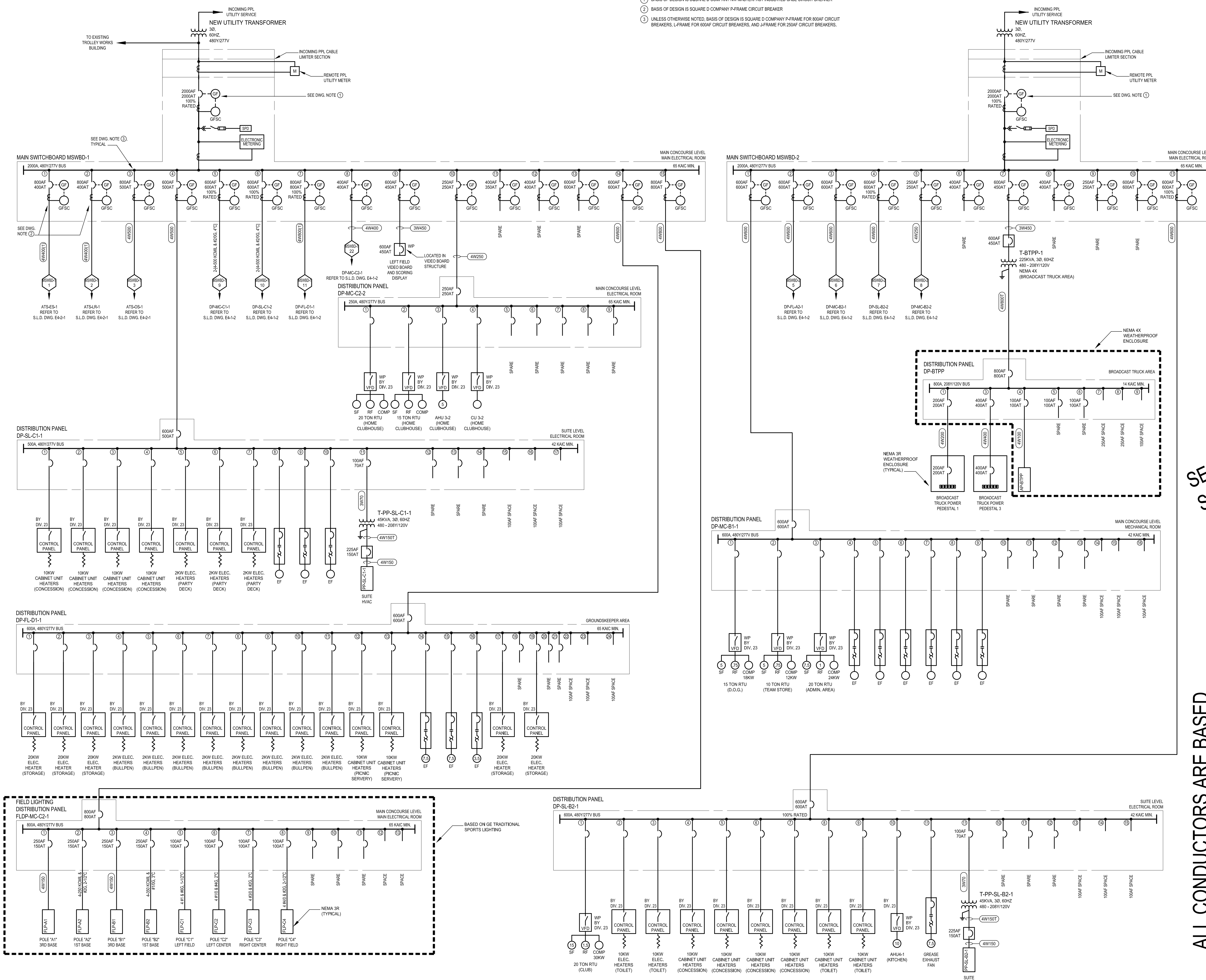
235 Montage Mountain Road, Moosic, PA 18507

DRAWN BY **CLC** DATE
PROJECT NO. 20110301 SCALE 1/4" = 1'-0"
DRAWING NAME SUITE LEVEL INTERIOR ELEVATIONS

FLOOR/SECTION PHASE DRAWING NO.

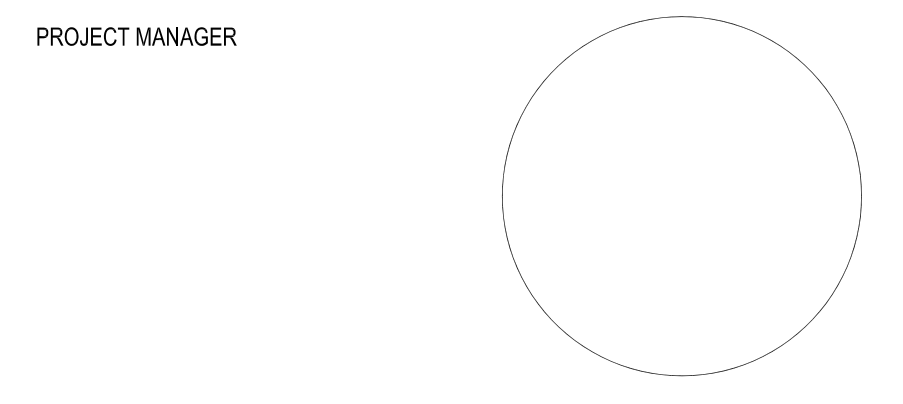
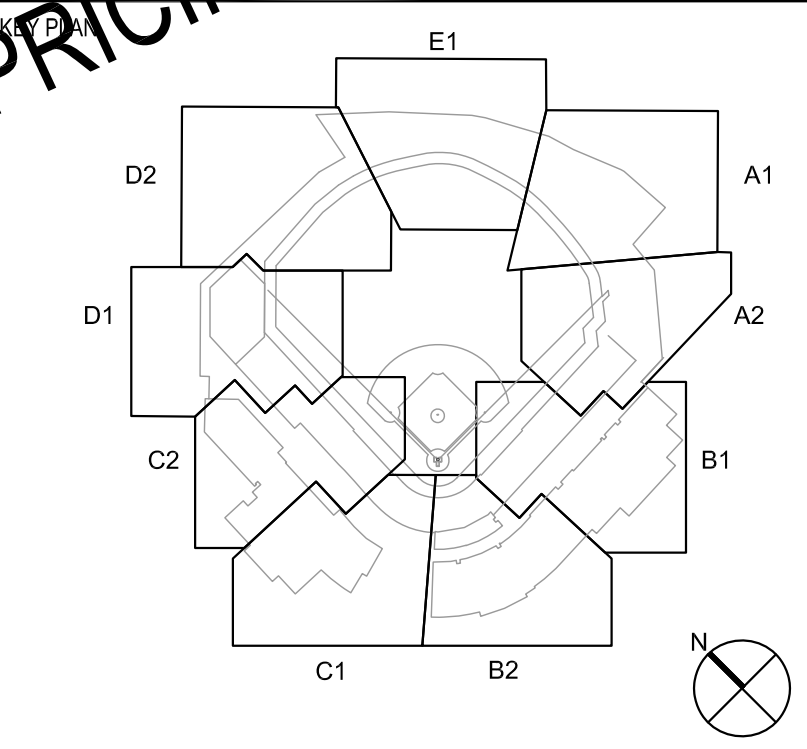
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- DRAWING NOTES:**
- 1 BASIS OF DESIGN IS SQUARE D COMPANY NW MASTERPACT INSULATED CASE CIRCUIT BREAKER
 - 2 BASIS OF DESIGN IS SQUARE D COMPANY P-FRAME CIRCUIT BREAKER
 - 3 UNLESS OTHERWISE NOTED, BASIS OF DESIGN IS SQUARE D COMPANY P-FRAME FOR 800AF CIRCUIT BREAKERS, L-FRAME FOR 600AF CIRCUIT BREAKERS, AND J-FRAME FOR 250AF CIRCUIT BREAKERS.



- GENERAL NOTES**
1. FOR ELECTRICAL SYMBOLS, ABBREVIATIONS, AND WIRE SIZING CHART, REFER TO DRAWING E4-1.
 2. UNLESS OTHERWISE NOTED, ALL CIRCUIT BREAKERS AND/OR SWITCHES ARE THREE (3) POLE.
 3. CONTRACTOR SHALL BASE ALL FEEDER SIZES ON OVERCURRENT PROTECTIVE DEVICES RATING AS INDICATED ON SINGLE LINE DIAGRAMS. CONDUIT AND WIRE SIZES SHALL BE BASED ON COPPER CONDUCTORS WITH THIRTYTHIN INSULATION IN METAL OR PVC CONDUITS AS REQUIRED BY OUTLINE SPECIFICATIONS.
 4. ALL FEEDER SIZES SHALL BE ADJUSTED FOR VOLTAGE DROP TO LIMIT VOLTAGE DROP TO 2% FROM SERVICE TRANSFORMER TO ALL DOWNSTREAM PANELBOARDS. THIS MEANS THAT THE SUM OF VOLTAGE DROPS OF ALL FEEDERS TO A PANELBOARD SHALL NOT EXCEED 2%.
 5. ALL SINGLE SECTION PANELBOARDS INDICATED ON SINGLE LINE DIAGRAMS HAVE MAIN CIRCUIT BREAKER WITH (2) 20A, 1 POLE ACTIVE BRANCH CIRCUIT BREAKERS OF (10) 20A, 1 POLE SPARE CIRCUIT BREAKERS.
 6. ALL DOUBLE SECTION PANELBOARDS INDICATED ON SINGLE LINE DIAGRAMS HAVE MAIN CIRCUIT BREAKER WITH (4) 20A, 1 POLE ACTIVE BRANCH CIRCUIT BREAKERS OF (2) 20A, 1 POLE SPARE CIRCUIT BREAKERS.
 7. JUNCTION AND PULL BOXES ARE NOT NECESSARILY SHOWN ON THIS DRAWING AND SHALL BE PROVIDED WHERE NECESSARY AND SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND INSTALLED WHERE REQUIRED.
 8. ALL FEEDER CIRCUIT BREAKERS ON THE MAIN SWITCHBOARD MSWB-1 SHALL BE SELECTIVELY COORDINATED WITH THE MAIN BREAKER INSTALLED WITHIN EACH DOWNSTREAM DISTRIBUTION PANEL.

SERVICE OPTION FOR (2) SERVICE TRANSFORMERS FOR PRICING ONLY



PROJECT MANAGER

REVISIONS

NO.	BY	DESCRIPTION	DATE

LACKAWANNA COUNTY STADIUM

235 Montage Mountain Road, Moosic, PA 18507

DRAWN BY: ALA DATE: _____

PROJECT NO: 20110301 SCALE: NONE

DRAWING NAME: SLD - NORMAL POWER - MSWB-1

FLOOR/SECTION: _____ PHASE: _____ DRAWING NO: _____

ALL CONDUCTORS ARE BASED ON COPPER CONDUCTORS

LACKAWANNA COUNTY
MULTI-PURPOSE STADIUM AUTHORITY
DEED (BK:1180 PG:581)
EASEMENT 1

**EWING
COLE**

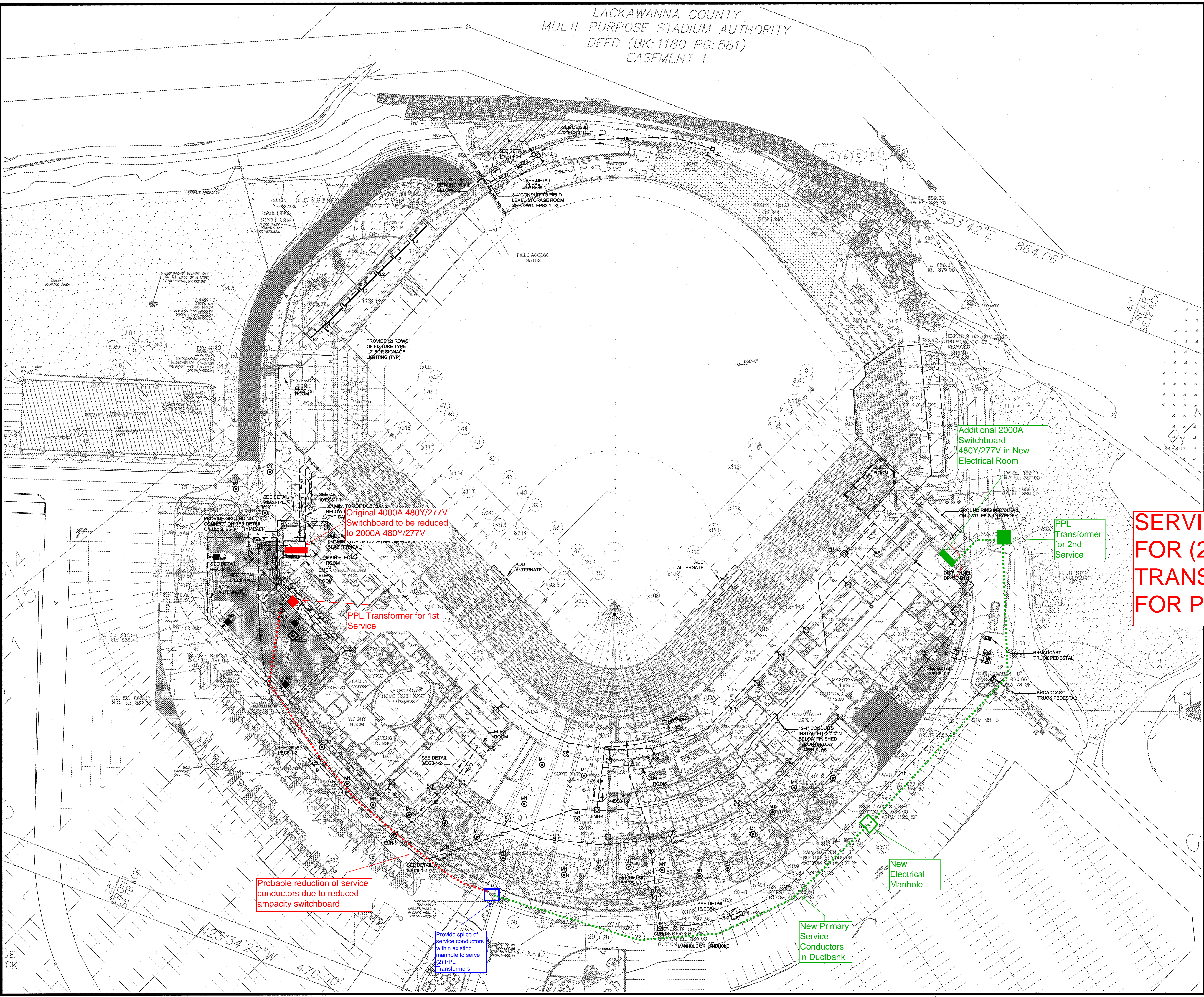
Federal Reserve Bank Building
100 North 6th Street
Philadelphia, PA 19106-1590
Tel: 215-923-2020 Fax: 215-574-9163

Copyright © 2009 by EWINGCOLE
CONSULTANTS
Food Service Resources
Audio Visual
Wrightson, Johnson, Haddon & Williams, Inc.
Civil Engineer
Pennoni Associates Inc.
Landscape Architect
HM White Site Architects

- GENERAL NOTES
- FOR ELECTRICAL SYMBOLS, MOUNTING HEIGHTS AND ABBREVIATIONS, REFER TO DRAWINGS EG-1.
 - THE ELECTRICAL ZONE LINES INDICATE WHICH AREAS ARE SERVED BY EACH ELECTRICAL ROOM. ALL LIGHTING LOCATED WITHIN AN ELECTRICAL ZONE LINE ARE FED FROM THE RESPECTIVE LOCAL ELECTRICAL DISTRIBUTION EQUIPMENT. REFER TO SINGLE LINE DIAGRAMS (S4 SERIES DRAWINGS) FOR ELECTRICAL DISTRIBUTION EQUIPMENT LOCATED WITHIN THEIR RESPECTIVE ZONE.
 - FOR LUMINAIRE DESCRIPTION, REFER TO LUMINAIRE SCHEDULE ON DRAWING ES-2-1.
 - REFER TO ARCHITECTURAL REFLECTED CEILING PLANS AND SECTIONS FOR EXACT LOCATION OF CEILING MOUNTED LUMINAIRES.
 - NUMERICAL DESIGNATIONS BESIDE A LUMINAIRE INDICATE THE BRANCH CIRCUIT BREAKER NUMBER AT THE PANELBOARD. LUMINAIRES IDENTIFIED AS EMERGENCY FIXTURES SHALL BE CIRCUITED TO THE DESIGNATED EMERGENCY PANEL.
 - UNLESS OTHERWISE NOTED, PROVIDE THE FOLLOWING WIRE SIZES BASED ON THE CIRCUIT LENGTH IN ORDER TO LIMIT VOLTAGE DROP TO LESS THAN 3%:
A. LESS THAN 180 FEET PROVIDE 2#12 & #12G, 3/4" C.
B. MORE THAN 180 FEET BUT LESS THAN 300 FEET PROVIDE 2#10 & #10G, 3/4" C.
C. MORE THAN 300 FEET PROVIDE 2#8 & #8G, 3/4" C.
 - REFER TO FOOD SERVICE DRAWINGS FOR LOCATION OF ALL MENU BOARDS. CIRCUIT MENU BOARD LIGHTING TO LIGHTING CIRCUIT FOR THE CONCESSION.
 - LOCATIONS OF LUMINAIRES IN ELECTRICAL AND MECHANICAL ROOMS SHALL BE COORDINATED WITH THE ROOM EQUIPMENT.
 - LIGHTING LAYOUTS ARE TYPICAL PER LANDING FOR ALL RESPECTIVE STAIRWAY & RAMP LANDINGS.
 - OCCUPANCY SENSOR TO CONTROL ALL SWITCHLEGS IN THIS AREA. PROVIDE ALL REQUIRED POWERPACKS AND RELAYS FOR A COMPLETE INSTALLATION.
 - OCCUPANCY SENSOR TO BE WIRED AHEAD OF SWITCH(LEGS), SUCH THAT OPERATION OF THE SWITCH WILL TERMINATE POWER TO LUMINAIRES BUT NOT THE OCCUPANCY SENSOR.
 - REFER TO POWER DRAWINGS, SERIES EPS, FOR ELEVATOR AND ESCALATOR PIT LIGHTING.

KEY PLAN
E1

SERVICE OPTION FOR (2) SERVICE TRANSFORMERS FOR PRICING ONLY



PROJECT MANAGER

REVISIONS

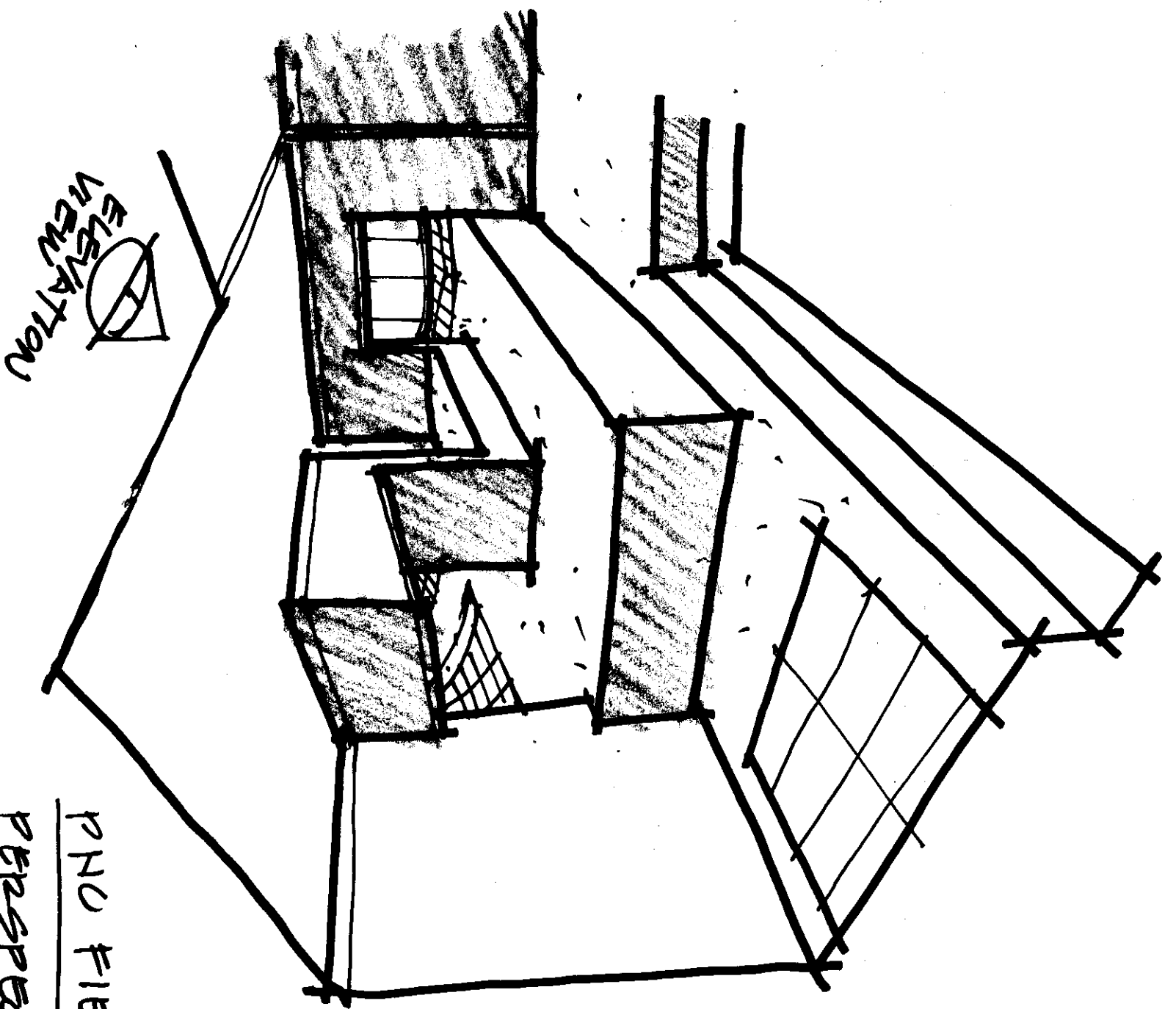
NO.	BY	DESCRIPTION	DATE
A	ALA	BID PACKAGE 2 - INFO ONLY	2.17.12

**LACKAWANNA COUNTY
STADIUM**

235 Montage Mountain Road, Moosic, PA 18607

DRAWN BY ALA DATE
PROJECT NO. 20110301 SCALE 1/32" = 1'-0"
DRAWING NAME
NEW STADIUM ELECTRICAL SITE PLAN -
NEW WORK
FLOOR/SECTION PHASE DRAWING NO.
SITE EC-2-1

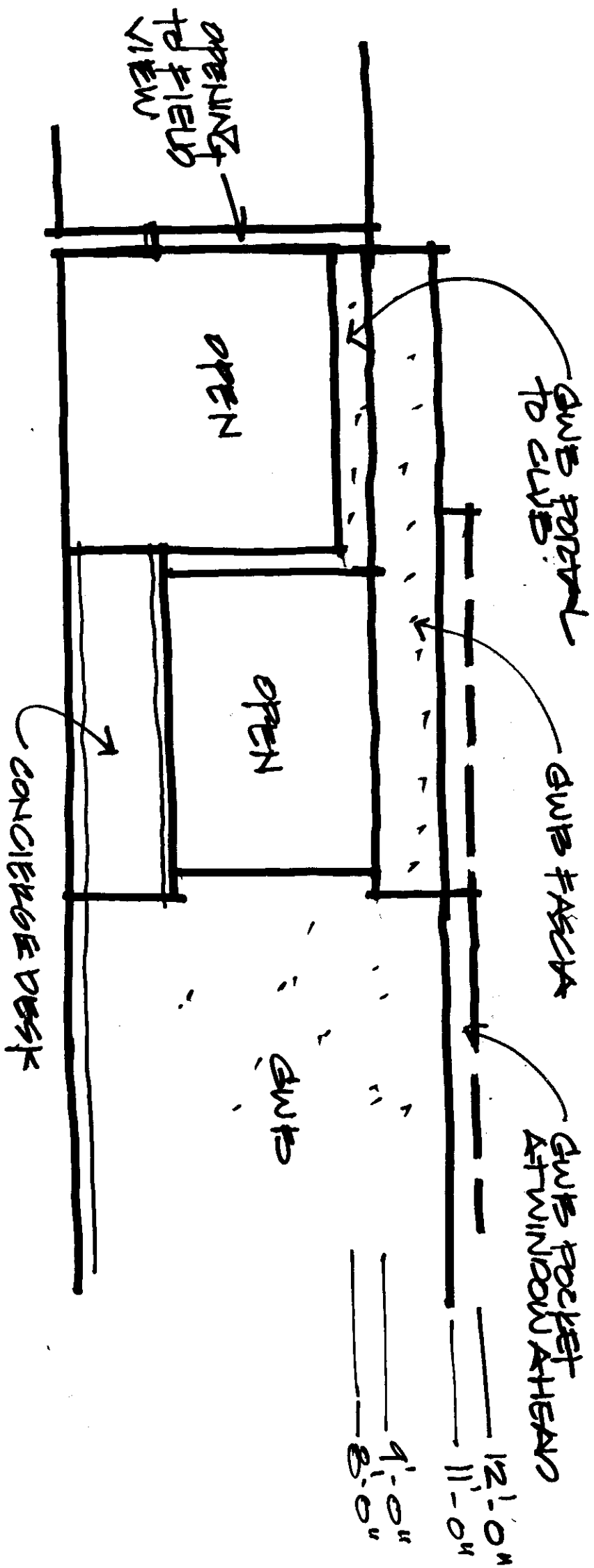
C:\Users\jacob\Documents\Projects\20110301\20110301.dwg



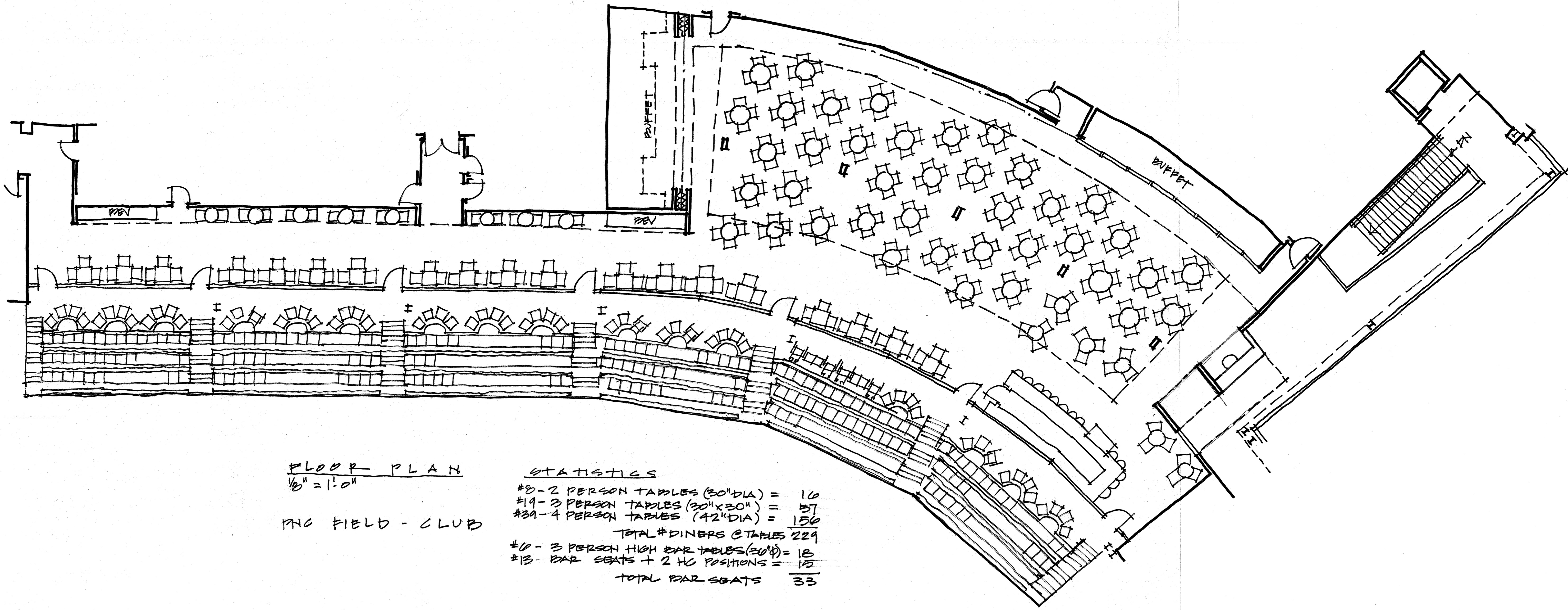
ELEVATION
VIEW

PNO FIELD
PERSPECTIVE
OF 2ND FLOOR
CLUB ENTRY
HTS

✓



PNC FIELD
 1. ELEVATION OF CLUBS ENTRY AND FLOOR
 1/4" = 1'-0"



FLOOR PLAN
 1/8" = 1'-0"

PNC FIELD - CLUB

STATISTICS

#8 - 2 PERSON TABLES (30" DIA)	=	10
#19 - 3 PERSON TABLES (30" X 30")	=	57
#39 - 4 PERSON TABLES (42" DIA)	=	150
TOTAL # DINERS @ TABLES		229
#10 - 3 PERSON HIGH BAR TABLES (30" DIA)	=	18
#13 - BAR SEATS + 2 HC POSITIONS	=	15
TOTAL BAR SEATS		33

LACKAWANNA COUNTY STADIUM
Package Title
Drawing List

SWB Yankees New Stadium								
Drawing List			DP 1 Demo Package	GMP SET	REVISED GMP Drawings	DP 2 Foundation Package	DP 2A Earthwork + Undergr. Site Utility Pkg	DP 3 Steel Package
Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
General Information								
CS	Cover Sheet	None	X	X		X	X	X
G-1	Drawing List	None		X		FIO	FIO	FIO
G-1.1	Drawing List	None				FIO	FIO	FIO
G-2	Abbreviations / Standards	None						
G-3	Abbreviations / Standards	None						
Life Safety								
ALS1-0	Life Safety Code Summary	None		X				
ALS1-1	Field Level Life Safety Plan	1/32" = 1'-0"						
ALS1-2	Main Concourse Level Life Safety Plan	1/32" = 1'-0"		X				
ALS1-3	Suite Level Life Safety Plan	1/32" = 1'-0"		X				
Civil								
CS0201	Index Plan	1" = 100'-0"		X	X	FIO		
CS0202	Boundary Survey Plan	1" = 80'-0"		X		FIO		
CS0203	Existing Conditions Plan	1" = 30'-0"		X		FIO	X	
CS1001	Layout Plan	1" = 30'-0"		X	X			
CS1501	Grading and Drainage Plan	1" = 30'-0"		X	X	FIO	X	
CS1502	Grading and Drainage Plan	1" = 30'-0"		X			X	
CS1701	Utility Plan	1" = 30'-0"		X	X	FIO	X	
CS4001	Storm Sewer Profiles	Noted		X			X	
CS4002	Storm Sewer Profiles	Noted		X			X	
CS6001	Site Details	Noted		X				
CS6002	Details	Noted		X				
CS6003	Storm Details	Noted		X			X	
CS6004	Utility Details	Noted		X			X	
CS6005	Utility Details	Noted		X			X	
CS6006	Utility Details	Noted		X			X	
CS8000	Erosion and Sedimentary Control Index Plan	Noted		X		FIO	X	
CS8001	Erosion and Sedimentary Control	Noted		X	X	FIO		
CS8002	Erosion and Sedimentary Control	Noted		X	X	FIO	X	
CS8003	Erosion and Sedimentary Control	Noted		X				
CS8004	Erosion and Sedimentary Control	Noted		X				
CS8010	Erosion and Sedimentary Control	Noted		X		FIO	X	
CS8011	Erosion and Sedimentary Control	Noted		X			X	
CS8012	Erosion and Sedimentary Control	Noted		X			X	
CS8013	Erosion and Sedimentary Control	Noted		X			X	
CS9000	Post Construction Stormwater Management Index Plan	Noted						
CS9001	Post Construction Stormwater Management Index Plan	1" = 30'-0"						
CS9002	Post Construction Stormwater Management Index Plan	1" = 30'-0"						
Architectural Site								
AS1-1	Overall Architectural Site Plan	1" = 100'-0"		X		FIO	FIO	
AS3-1	Enlarged Architectural Site Plans	1/16" = 1'-0"						
AS4-1	Architectural Site Details	1/16" = 1'-0"						
Landscape								
L-100	Notes and Legend	None		X	X		FIO	
L-101	Layout and Material Plan	1/32" = 1'-0"		X	X		FIO	
L-102	Grading Plan	1/32" = 1'-0"		X				
L-103	Planting Plan	1/32" = 1'-0"		X	X		FIO	
L-104	Planting and Soils	1/32" = 1'-0"		X	X		FIO	
L-105	Enlarged Plan	1/16" = 1'-0"		X	X		FIO	
L-106	Enlarged Plan	1/16" = 1'-0"		X	X		FIO	
L-200	Section A + B	1/8" = 1'-0"		X	X		FIO	
L-201	Section C + D	1/4" = 1'-0"		X	X		FIO	
L-202	Section E + F	1/4" = 1'-0"		X	X		FIO	
L-300	Details	1" = 1'-0"		X	X		FIO	
L-400	Landscape Soil Profile and Planting Details	None		X	X		FIO	
L-401	Planting Schedule and Details	1/2" = 1'-0"		X	X		FIO	
Architectural								
	Railing Detail				X			
AD1-1	Field Level Demolition Plan	NTS	X					
AD1-2	Concourse Level Demolition Plan	NTS	X					
AD1-3	Suite Level Demolition Plan	NTS	X					
AD1-4	Upper Concourse Level Demolition Plan	NTS	X					
AD1-5	Upper Bowl Demolition Plan	NTS	X					
AD1-6	Framing For Home Team Clubhouse	NTS	FIO					
AD2-1	Demolition Section at Homeplate/Details	NTS	X					
AD2-2	Demolition Section at Home Clubhouse/Details	NTS	X					
AD-3	Demo Details							
A1-1	Field Level Reference Plan	1/32" = 1'-0"		X		FIO		FIO
A1-2	Main Concourse Level Reference Plan	1/32" = 1'-0"		X		FIO		FIO
A1-3	Suite Level Reference Plan	1/32" = 1'-0"		X		FIO		FIO
A1-4	Suite Roof Reference Plan	1/32" = 1'-0"		X		FIO		FIO
A3-1-A2	Field Level Area A2 Plan	1/8" = 1'-0"		X		FIO		
A3-1-B1	Field Level Area B1 Plan	1/8" = 1'-0"		X				
A3-1-C2	Field Level Area C2 Plan	1/8" = 1'-0"		X				
A3-1-D1	Field Level Area D1 Plan	1/8" = 1'-0"		X		FIO		
A3-1-D2	Field Level Area D2 Plan	1/8" = 1'-0"		X		FIO		

LACKAWANNA COUNTY STADIUM
Package Title
Drawing List

Drawing List			DP 1 Demo Package	GMP SET	REVISED GMP Drawings	DP 2 Foundation Package	DP 2A Earthwork + Undergr. Site Utility Pkg	DP 3 Steel Package
Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
A3-2-A1	Main Concourse Area A1 Plan	1/8" = 1'-0"		X				
A3-2-A2	Main Concourse Area A2 Plan	1/8" = 1'-0"		X		FIO		
A3-2-B1	Main Concourse Area B1 Plan	1/8" = 1'-0"		X		FIO		
A3-2-B2	Main Concourse Area B2 Plan	1/8" = 1'-0"		X		FIO		
A3-2-C1	Main Concourse Area C1 Plan	1/8" = 1'-0"		X		FIO		
A3-2-C2	Main Concourse Area C2 Plan	1/8" = 1'-0"		X		FIO		
A3-2-D1	Main Concourse Area D1 Plan	1/8" = 1'-0"		X		FIO		
A3-2-D2	Main Concourse Area D2 Plan	1/8" = 1'-0"		X		FIO		
A3-2-E1	Main Concourse Area E1 Plan	1/8" = 1'-0"		X				
A3-3-B1	Suite Level / Main Concourse Roof Area B1 Plan	1/8" = 1'-0"		X				
A3-3-B2	Suite Level / Main Concourse Roof Area B2 Plan	1/8" = 1'-0"		X				
A3-3-C1	Suite Level / Main Concourse Roof Area C1 Plan	1/8" = 1'-0"		X				
A3-3-C2	Suite Level / Main Concourse Roof Area C2 Plan	1/8" = 1'-0"		X				
A3-4-B1	Suite Roof Area B1 Plan	1/8" = 1'-0"		X				
A3-4-B2	Suite Roof Area B2 Plan	1/8" = 1'-0"		X				
A3-4-C1	Suite Roof Area C1 Plan	1/8" = 1'-0"		X				
A3-4-C2	Suite Roof Area C2 Plan	1/8" = 1'-0"		X				
A3-22-1	Enlarged Toilet Room Plans	1/4" = 1'-0"						
A3-22-2	Enlarged Toilet Room Plans	1/4" = 1'-0"						
A3-23-1	Enlarged Suite Plans & RCP's	1/4" = 1'-0"		X				
A3-30-1	Enlarged Bullpen and Dugout Plans / Sections	1/4" = 1'-0"						
A4-2-B1	Main Concourse Area B1 RCP	1/8" = 1'-0"		X				
A4-2-B2	Main Concourse Area B2 RCP	1/8" = 1'-0"		X				
A4-2-C1	Main Concourse Area C1 RCP	1/8" = 1'-0"		X				
A4-2-C2	Main Concourse Area C2 RCP	1/8" = 1'-0"		X				
A4-2-D1	Main Concourse Area D1 RCP	1/8" = 1'-0"						
A4-2-D2	Main Concourse Area D2 RCP	1/8" = 1'-0"						
A4-3-B1	Suite Level Area B1 RCP	1/8" = 1'-0"		X				
A4-3-B2	Suite Level Area B2 RCP	1/8" = 1'-0"		X				
A4-3-C1	Suite Level Area C1 RCP	1/8" = 1'-0"		X				
A4-3-C2	Suite Level Area C2 RCP	1/8" = 1'-0"		X				
A4-20-1	RCP Details	Varies						
A4-20-2	RCP Details	Varies						
A5-1-1	Overall Exterior Elevations - Street Side	1/16" = 1'-0"		X		FIO		
A5-1-2	Overall Exterior Elevations - Field Side	1/16" = 1'-0"		X		FIO		
A5-2-1	Exterior Elevations - Concourse Level	1/8" = 1'-0"		X		FIO		
A5-2-2	Exterior Elevations - Concourse Level	1/8" = 1'-0"		X		FIO		
A5-2-3	Exterior Elevations - Concourse Level	1/8" = 1'-0"		X		FIO		
A5-2-4	Exterior Elevations - Concourse Level	1/8" = 1'-0"		X		FIO		
A5-2-5	Exterior Elevations - Concourse Level	1/8" = 1'-0"		X		FIO		
A5-3-1	Exterior Elevations - Suite Level	1/8" = 1'-0"		X				
A5-3-2	Exterior Elevations - Suite Level	1/8" = 1'-0"		X				
A5-3-3	Exterior Elevations - Suite Level	1/8" = 1'-0"		X				
A5-5-1	Exterior Elevations - Light Towers	Varies		X				
A5-6-1	Enlarged Elevations / Details	Varies						
A6-12-1	Main Concourse Interior Elevations	1/4" = 1'-0"						
A6-12-2	Main Concourse Interior Elevations	1/4" = 1'-0"						
A6-13-1	Suite Level Interior Elevations - Suites	1/4" = 1'-0"						
A6-13-2	Suite Level Interior Elevations - Club Lounge	1/4" = 1'-0"						
A7-1-1	Building Sections	1/8" = 1'-0"		X		FIO		
A7-1-2	Building Sections	1/8" = 1'-0"		X		FIO		
A7-1-3	Building Sections	1/8" = 1'-0"						
A7-2-1	Outfield Section	1/8" = 1'-0"		X		FIO	FIO	FIO
A7-2-2	Outfield Section	1/8" = 1'-0"		X		FIO	FIO	FIO
A7-2-3	Outfield Section	1/8" = 1'-0"						
A7-3-1	Wall Sections	1/2" = 1'-0"		X		FIO		FIO
A7-3-2	Wall Sections	1/2" = 1'-0"		X		FIO		FIO
A7-3-3	Wall Sections	1/2" = 1'-0"		X		FIO		FIO
A7-3-4	Wall Sections	1/2" = 1'-0"		X		FIO		FIO
A7-3-5	Wall Sections	1/2" = 1'-0"				FIO		FIO
A7-3-6	Wall Sections	1/2" = 1'-0"						FIO
A7-3-7	Wall Sections	1/2" = 1'-0"						FIO
A7-3-8	Wall Sections	1/2" = 1'-0"						FIO
A7-4-1	Stair Plans / Sections	Varies		X		FIO		
A7-4-2	Stair Plans / Sections	Varies		X		FIO		
A7-5-1	Elevator Plans / Sections	Varies		X		FIO		
A7-5-2	Elevator Plans / Sections	Varies		X		FIO		
A7-6-1	Canopies and Gates	Varies		X		FIO		
A7-8-2.1	Main Concourse Level Plan Details	Varies		X				
A7-8-2.2	Main Concourse Level Plan Details	Varies		X				
A7-8-2.3	Main Concourse Level Plan Details	Varies		X				
A7-8-3.1	Suite Level Plan Details	Varies		X				
A7-8-3.2	Suite Level Plan Details	Varies						
A7-9-2.1	Main Concourse Level Section Details	Varies				FIO		
A7-9-2.2	Main Concourse Level Section Details	Varies						

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Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
A7-9-3.1	Suite Level Section Details	Varies						
A7-9-3.2	Suite Level Section Details	Varies						
A8-1-1	Partition Types / Details	Varies		X				
A8-2-1	Door & Window Types / Details	Varies						
A8-2-3	Equip. Schedule and Overhead Door Details	Varies						
A8-3-2	Curtainwall Elevations / Details	Varies						
A8-3-3	Curtainwall Elevations / Details	Varies						
A8-4-1	Expansion Joint Details	Varies						
A8-5-1	Roof Sections	Varies		X				
A8-5-2	Roof Details	Varies						
A8-6-1	Millwork Details	Varies						
A8-6-2	Millwork Details	Varies						
A8-7-1.1	Lower Bowl Enlarged Plans	Varies		X		FIO		
A8-7-1.2	Lower Bowl Enlarged Sections	Varies		X		FIO		
A8-7-2.1	Suite Level Precast Details	Varies		X				
A8-7-2.2	Suite Level Enlarged Sections	Varies		X				
A8-8-1	Railing Types and Details	Varies		X				
A8-8-2	Railing Types and Details	Varies		X				
A9-1-0	Finish Schedule and Details	1/8" = 1'-0"						
A9-2-1	Field Level Finish Plan	1/32" = 1'-0"						
A9-2-2	Main Concourse Level Finish Plan	1/32" = 1'-0"						
A9-2-3	Suite Level 1 Finish Plan	1/32" = 1'-0"						
A10-4-1	Seating Details	Varies						
A10-4-2	ADA Seating Details	Varies						
AC1-2	Lower Bowl Deck Coating Reference Plan	1/32" = 1'-0"		X				
AC1-3	Suite Bowl Deck Coating Reference Plan	1/32" = 1'-0"						
ATB1-2	Thermal Break - Concourse Level	1/32" = 1'-0"		X				
ATB1-3	Thermal Break - Suite Level	1/32" = 1'-0"		X				
ASP1-3	Suite Level Split Slab Reference Plan	1/32" = 1'-0"		X				
ASR1-2	Concourse Sub-Roof Gutter Reference Plan	1/32" = 1'-0"		X				
ASR1-3	Suite Level Sub-Roof Gutter Reference Plan	1/32" = 1'-0"		X				
ADW1-2	Dampproofing/ Waterproofing - Concourse Level	1/32" = 1'-0"				FIO		
Structural								
SG.1	Structural Index Sheet and General Notes	None		X		X		X
SG.2	Loading Diagrams	None						
SG.3	Grid Geometry Plan	1/32"=1'-0"						
S1.0	Field Level and Foundation Plan	1/32" = 1'-0"						
S1.1	Concourse Level Framing and Foundation Plan	1/32" = 1'-0"						
S1.2	Suite Level and Low Roof Framing Plan	1/32" = 1'-0"						
S1.3	Roof Framing Plan	1/32" = 1'-0"						
S1.2.C	Existing Clubhouse Demolition Plan	1/8" = 1'-0"	X					X
S1.2.D	Existing Left Field Party Deck Demolition	1/8" = 1'-0"	X					
S2.1	Overall Field Level Foundation Plan	1/32"=1'-0"		X		X		
S2.1.A2	Field Level Area A2 and Foundation Plan	1/8" = 1'-0"		X		X		
S2.1.B1	Field Level Area B1 and Foundation Plan	1/8" = 1'-0"		X				
S2.1.C2	Field Level Area C2 and Foundation Plan	1/8" = 1'-0"		X				
S2.1.D1	Field Level Area D1 and Foundation Plan	1/8" = 1'-0"		X				
S2.1.D2	Field Level Area D2 and Foundation Plan	1/8" = 1'-0"		X		X		
S2.2	Overall Main Concourse Framing and Foundation Plan	1/32"=1'-0"		X		X		X
S2.2.A1	Main Concourse Area A1 Framing and Foundation Plan	1/8" = 1'-0"		X				
S2.2.A2	Main Concourse Area A2 Framing and Foundation Plan	1/8" = 1'-0"		X				X
S2.2.B1	Main Concourse Area B1 Framing and Foundation Plan	1/8" = 1'-0"		X		X		
S2.2.B2	Main Concourse Area B2 Framing and Foundation Plan	1/8" = 1'-0"		X		X		
S2.2.C1	Main Concourse Area C1 Framing and Foundation Plan	1/8" = 1'-0"		X		X		
S2.2.C2	Main Concourse Area C2 Framing and Foundation Plan	1/8" = 1'-0"		X		X		
S2.2.D1	Main Concourse Area D1 Framing and Foundation Plan	1/8" = 1'-0"		X		X		X
S2.2.D2	Main Concourse Area D2 Framing and Foundation Plan	1/8" = 1'-0"		X				X
S2.3	Overall Suite Level / Main Concourse Roof Framing Plan	1/32"=1'-0"		X				X
S2.3.B1	Suite Level / Main Concourse Roof Area B1 Framing Plan	1/8" = 1'-0"		X				X
S2.3.B2	Suite Level / Main Concourse Roof Area B2 Framing Plan	1/8" = 1'-0"		X				X
S2.3.C1	Suite Level / Main Concourse Roof Area C1 Framing Plan	1/8" = 1'-0"		X				X
S2.3.C2	Suite Level / Main Concourse Roof Area C2 Framing Plan	1/8" = 1'-0"		X				X
S2.4	Overall Roof Framing Plan	1/32"=1'-0"		X				X
S2.4.B1	Roof Area B1 Framing Plan	1/8" = 1'-0"		X				X
S2.4.B2	Roof Area B2 Framing Plan	1/8" = 1'-0"		X				X
S2.4.C1	Roof Area C1 Framing Plan	1/8" = 1'-0"		X				X
S2.4.C2	Roof Area C2 Framing Plan	1/8" = 1'-0"		X				X
S3.1	Sections	As noted		X		X		
S3.1A	Sections	As noted		X		X		
S3.1B	Sections	As noted						
S3.2	Sections	As noted		X				X
S3.3	Sections	As noted		X				X
S3.4	Sections	As noted		X				X
S3.5	Sections	As noted		X				X
S3.6	Sections	As noted						X

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Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
S3.7	Sections	As noted						
S4.1	Column Schedule and Details	As noted		X		X		X
S4.2	Column Schedule and Details	As noted		X		X		X
S4.2A	Column Schedule and Details	As noted				X		X
S4.3	Braced Frame Elevations	As noted		X				X
S4.4	Braced Frame Elevations	As noted		X				X
S4.5	Braced Frame Elevations and Details	As noted		X				X
S4.6	Sports Lighting Tower Elevations and Details	As noted		X				X
S4.7	Joist Loading Diagrams	As noted		X				X
S4.8	Special Joist Loading Diagrams and Joist Details	As noted		X				X
S5.1	Typical Details and Sections	As noted		X		X		
S5.2	Typical Details and Sections	As noted		X				X
S5.3	Typical Details and Sections	As noted						
Mechanical								
HG-1	HVAC Index	None		X				
H1-1	HVAC Field Level Reference Plan	1/32" = 1'-0"						
H1-2	HVAC Main Concourse Level Reference Plan	1/32" = 1'-0"						
H1-3	HVAC Suite/Club Level Reference Plan	1/32" = 1'-0"						
H1-4	HVAC Suite Roof Level Reference Plan	1/32" = 1'-0"						
H2-2-C1	Main Concourse Area C1 Demolition	1/8" = 1'-0"		X				
H2-2-C2	Main Concourse Area C2 Demolition	1/8" = 1'-0"		X				
H3-1-A2	Field Level Area A2 Plan Part Plan	1/8" = 1'-0"		X				
H3-1-B1	Field Level Area B1 and C2 Part Plan	1/8" = 1'-0"		X				
H3-1-D1	Field Level Area D1 Plan	1/8" = 1'-0"		X				
H3-1-D2	Field Level Area D2 Plan	1/8" = 1'-0"		X				
H3-2-B1	Main Concourse Area B1 Plan	1/8" = 1'-0"		X				
H3-2-B2	Main Concourse Area B2 Plan	1/8" = 1'-0"		X				
H3-2-C1	Main Concourse Area C1 Plan	1/8" = 1'-0"		X				
H3-2-C2	Main Concourse Area C2 Plan	1/8" = 1'-0"		X				
H3-3-B1	Suite Level / Main Concourse Roof Area B1 Plan	1/8" = 1'-0"		X				
H3-3-B2	Suite Level / Main Concourse Roof Area B2 Plan	1/8" = 1'-0"		X				
H3-3-C1	Suite Level / Main Concourse Roof Area C1 Plan	1/8" = 1'-0"		X				
H3-3-C2	Suite Level / Main Concourse Roof Area C2 Plan	1/8" = 1'-0"		X				
H3-4-B1	Suite Roof Area B1 Plan	1/8" = 1'-0"		X				
H3-4-B2	Suite Roof Area B2 Plan	1/8" = 1'-0"		X				
H3-4-C1	Suite Roof Area C1 Plan	1/8" = 1'-0"		X				
H3-4-C2	Suite Roof Area C2 Plan	1/8" = 1'-0"		X				
H4-1	Heating Water Flow Diagram	None		X				
H5-1	HVAC Schedules	None		X				
H5-2	HVAC Schedules	None		X				
H5-3	HVAC Schedules	None		X				
H5-4	HVAC Schedules	None		X				
H6-1	HVAC Detail Plans and Sections	1/4" = 1'-0"		X				
H6-2	Typical Suite Plans	1/4" = 1'-0"						
H7-1	HVAC Details	None		X				
H7-2	HVAC Details	None		X				
H8-1	HVAC Controls System Architecture	None		X				
Plumbing								
PG-1	Plumbing Index	None		X				
UGP3-2-A1	Main Concourse Area A1 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-A2	Main Concourse Area A2 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-B1	Main Concourse Area B1 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-B2	Main Concourse Area B2 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-C1	Main Concourse Area C1 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-C2	Main Concourse Area C2 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-D1	Main Concourse Area D1 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-D2	Main Concourse Area D2 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
UGP3-2-E1	Main Concourse Area E1 Plan - Drainage Below Grade	1/8" = 1'-0"		X		FIO		
PD2-1	Field Level Plan - Plumbing - Demolition	NTS	X					
PD2-2-1	Main Concourse Plan - Plumbing - Demolition	NTS	X					
PD2-2-2	Main Concourse Clubhouse Plan - Plumbing - Demolition	NTS	X					
FPD2-2	Main Concourse Clubhouse Plan - Fire Protection - Demolition	NTS	X					
P1-1	Plumbing Field Level Reference Plan	1/32" = 1'-0"						
P1-2	Plumbing Main Concourse Level Reference Plan	1/32" = 1'-0"						
P1-3	Plumbing Suite/Club Level Reference Plan	1/32" = 1'-0"						
P1-4	Plumbing Suite Roof Reference Plan	1/32" = 1'-0"						
PD2-1	Field Level Plan - Demolition	1/32" = 1'-0"						
PD2-2	Main Concourse Plan - Demolition	1/32" = 1'-0"						
P3-1-B1	Field Level Area B1 Plan	1/8" = 1'-0"		X				
P3-1-C2	Field Level Area C2 Plan	1/8" = 1'-0"		X				
P3-1-D2	Field Level Area D2 Plan	1/8" = 1'-0"						
P3-2-A2-S	Main Concourse Area A2 Plan - Service Piping	1/8" = 1'-0"						
P3-2-B1-S	Main Concourse Area B1 Plan - Service Piping	1/8" = 1'-0"		X				
P3-2-B2-S	Main Concourse Area B2 Plan - Service Piping	1/8" = 1'-0"		X				
P3-2-C1-S	Main Concourse Area C1 Plan - Service Piping	1/8" = 1'-0"		X				
P3-2-C2-S	Main Concourse Area C2 Plan - Service Piping	1/8" = 1'-0"		X				
P3-2-D1-S	Main Concourse Area D1 Plan - Service Piping	1/8" = 1'-0"		X				
P3-2-D2-S	Main Concourse Area D2 Plan - Service Piping	1/8" = 1'-0"						

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Package Title
Drawing List

Drawing List			DP 1 Demo Package	GMP SET	REVISED GMP Drawings	DP 2 Foundation Package	DP 2A Earthwork + Undergr. Site Utility Pkg	DP 3 Steel Package
Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
P3-2-A1-D	Main Concourse Area A1 Plan - Drainage	1/8" = 1'-0"						
P3-2-A2-D	Main Concourse Area A2 Plan - Drainage	1/8" = 1'-0"					FIO	
P3-2-B1-D	Main Concourse Area B1 Plan - Drainage	1/8" = 1'-0"		X			FIO	
P3-2-B2-D	Main Concourse Area B2 Plan - Drainage	1/8" = 1'-0"		X			FIO	
P3-2-C1-D	Main Concourse Area C1 Plan - Drainage	1/8" = 1'-0"		X			FIO	
P3-2-C2-D	Main Concourse Area C2 Plan - Drainage	1/8" = 1'-0"		X			FIO	
P3-2-D1-D	Main Concourse Area D1 Plan - Drainage	1/8" = 1'-0"					FIO	
P3-2-D2-D	Main Concourse Area D2 Plan - Drainage	1/8" = 1'-0"					FIO	
P3-2-E1-D	Main Concourse Area E1 Plan - Drainage	1/8" = 1'-0"					FIO	
P3-3-B1-S	Suite Level / Main Concourse Roof Area B1 Plan - Service Piping	1/8" = 1'-0"		X				
P3-3-B2-S	Suite Level / Main Concourse Roof Area B2 Plan - Service Piping	1/8" = 1'-0"		X				
P3-3-C1-S	Suite Level / Main Concourse Roof Area C1 Plan - Service Piping	1/8" = 1'-0"		X				
P3-3-C2-S	Suite Level / Main Concourse Roof Area C2 Plan - Service Piping	1/8" = 1'-0"		X				
P3-3-B1-D	Suite Level / Main Concourse Roof Area B1 Plan - Drainage	1/8" = 1'-0"						
P3-3-B2-D	Suite Level / Main Concourse Roof Area B2 Plan - Drainage	1/8" = 1'-0"						
P3-3-C1-D	Suite Level / Main Concourse Roof Area C1 Plan - Drainage	1/8" = 1'-0"						
P3-3-C2-D	Suite Level / Main Concourse Roof Area C2 Plan - Drainage	1/8" = 1'-0"						
P3-4A	Suite Roof Area A Plan	1/8" = 1'-0"						
P3-4B	Suite Roof Area B Plan	1/8" = 1'-0"		X				
P3-4C	Suite Roof Area C Plan	1/8" = 1'-0"		X				
P3-22-1	Enlarged Toilet Room Plans	1/4" = 1'-0"						
P3-22-2	Enlarged Toilet Room Plans	1/4" = 1'-0"						
P4-1-1	Plumbing Riser Diagram - Drainage	Not to Scale						
P4-1-2	Plumbing Riser Diagram - Drainage	Not to Scale						
P4-1-3	Plumbing Riser Diagram - Drainage	Not to Scale						
P4-2-1	Plumbing Riser Diagram - Domestic Water	Not to Scale						
P4-2-2	Plumbing Riser Diagram - Domestic Water	Not to Scale						
P4-2-3	Plumbing Riser Diagram - Domestic Water	Not to Scale						
P4-3-1	Plumbing Riser Diagram - Storm	Not to Scale						
P4-3-2	Plumbing Riser Diagram - Storm	Not to Scale						
P4-3-2	Plumbing Riser Diagram - Storm	Not to Scale						
P4-4-1	Plumbing Riser Diagram - Natural Gas	Not to Scale						
P5-1	Enlarged Plans	Not to Scale		X				
P5-2	Plumbing Details	Not to Scale						
P4-1	Plumbing Details	Not to Scale						
P4-2	Plumbing Details	Not to Scale						
P4-3	Plumbing Schedules	Not to Scale						
P6-1-1	Plumbing Details	Not to Scale		X				
P6-1-2	Plumbing Details	Not to Scale		X				
P6-2-1	Plumbing Schedules	Not to Scale		X				
P6-2-2	Plumbing Schedules	Not to Scale						
Electrical								
EG-1	Electrical Cover Sheet	None		X		FIO		
EC-0-1	Overall Electrical Site Plan - Existing Conditions and Demolition	1" = 60'-0"			X			
EC-1-1	Overall Electrical Site Plan - Existing Conditions and New Work	1" = 60'-0"			X			
EC-1-1	Electrical Site Plan - Existing Conditions and Demolition	1" = 100'-0"						
EC-2-1	Electrical Site Plan - New Work	1" = 100'-0"		X		FIO		
ED1-1	Field Level Electrical Demolition Plan	NTS	X					
ED1-2	Concourse Level Electrical Demolition Plan	NTS	X					
EC3-A-1	Electrical Stadium Site Plan - Quad A	1/16" = 1'-0"						
EC3-B-1	Electrical Stadium Site Plan - Quad B	1/16" = 1'-0"						
EC3-C-1	Electrical Stadium Site Plan - Quad C	1/16" = 1'-0"						
EC3-D-1	Electrical Stadium Site Plan - Quad D	1/16" = 1'-0"						
EC8-1-1	Electrical Ductbank Details	None		X		FIO		
EC8-1-2	Electrical Ductbank Details	None				FIO		
EC8-2-1	Electrical Site Details	None						
ESP1-1	Electrical Power and Signal - Field Level Reference Plan	1/32" = 1'-0"						
EPS1-2	Electrical Power and Signal - Concourse Level Reference Plan	1/32" = 1'-0"						
EPS1-3	Electrical Power and Signal - Suite Level Reference Plan	1/32" = 1'-0"						
EPS3-1-A2	Electrical Power and Signal - Field Level Area A2 Plan	1/8" = 1'-0"		X				
EPS3-1-B1	Electrical Power and Signal - Field Level Area B1 Plan	1/8" = 1'-0"		X				
EPS3-1-C2	Electrical Power and Signal - Field Level Area C2 Plan	1/8" = 1'-0"		X				
EPS3-1-D1	Electrical Power and Signal - Field Level Area D1 Plan	1/8" = 1'-0"		X				
EPS3-1-D2	Electrical Power and Signal - Field Level Area D2 Plan	1/8" = 1'-0"		X				
EPS3-2-A1	Electrical Power and Signal - Main Concourse Area A1 Plan	1/8" = 1'-0"		X				
EPS3-2-A2	Electrical Power and Signal - Main Concourse Area A2 Plan	1/8" = 1'-0"		X				
EPS3-2-B1	Electrical Power and Signal - Main Concourse Area B1 Plan	1/8" = 1'-0"		X				
EPS3-2-B2	Electrical Power and Signal - Main Concourse Area B2 Plan	1/8" = 1'-0"		X				
EPS3-2-C1	Electrical Power and Signal - Main Concourse Area C1 Plan	1/8" = 1'-0"		X				
EPS3-2-C2	Electrical Power and Signal - Main Concourse Area C2 Plan	1/8" = 1'-0"		X				
EPS3-2-D1	Electrical Power and Signal - Main Concourse Area D1 Plan	1/8" = 1'-0"		X				
EPS3-2-D2	Electrical Power and Signal - Main Concourse Area D2 Plan	1/8" = 1'-0"		X				
EPS3-2-E1	Electrical Power and Signal - Main Concourse Area E1 Plan	1/8" = 1'-0"		X				
EPS3-3-B1	Electrical Power and Signal - Suite Level / Main Concourse Roof Area B1	1/8" = 1'-0"		X				
EPS3-3-B2	Electrical Power and Signal - Suite Level / Main Concourse Roof Area B2	1/8" = 1'-0"		X				
EPS3-3-C1	Electrical Power and Signal - Suite Level / Main Concourse Roof Area C1	1/8" = 1'-0"		X				
EPS3-3-C2	Electrical Power and Signal - Suite Level / Main Concourse Roof Area C2	1/8" = 1'-0"		X				
EPS3-4-B1	Electrical Power and Signal - Suite Level Roof Area B1 Plan	1/8" = 1'-0"		X				

LACKAWANNA COUNTY STADIUM
Package Title
Drawing List

Drawing List			DP 1 Demo Package	GMP SET	REVISED GMP Drawings	DP 2 Foundation Package	DP-2A Earthwork + Undergr. Site Utility Pkg	DP 3 Steel Package
Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
EPS3-4-B2	Electrical Power and Signal - Suite Level Roof Area B2 Plan	1/8" = 1'-0"		X				
EPS3-4-C1	Electrical Power and Signal - Suite Level Roof Area C1 Plan	1/8" = 1'-0"		X				
EPS3-4-C2	Electrical Power and Signal - Suite Level Roof Area C2 Plan	1/8" = 1'-0"						
EPS3-5-1	Electrical Room Details	1/4" = 1'-0"		X				
EPS3-5-2	PPL Transformer Yard, Generator Yard, Main Elec Emerg Room							
EPS3-5-3	Telecommunication Room Details	1/4" = 1'-0"		X				
EPS3-5-4	Typical Suite Details - Power, Signal and Lighting Plan	1/4" = 1'-0"		X				
EFS3-1-1	Electrical Food Service Plan	1/4" = 1'-0"						
EFS3-1-2	Electrical Food Service Plan	1/4" = 1'-0"						
EFS3-1-3	Electrical Food Service Plan	1/4" = 1'-0"						
EL1-1	Electrical Lighting - Field Level Reference Plan	1/32" = 1'-0"						
EL1-2	Electrical Lighting - Concourse Level Reference Plan	1/32" = 1'-0"						
EL1-3	Electrical Lighting - Suite Level Reference Plan	1/32" = 1'-0"						
EL3-1-A2	Electrical Lighting - Field Level Area A2 Plan	1/8" = 1'-0"		X				
EL3-1-B1	Electrical Lighting - Field Level Area B1 Plan	1/8" = 1'-0"		X				
EL3-1-C2	Electrical Lighting - Field Level Area C2 Plan	1/8" = 1'-0"		X				
EL3-1-D1	Electrical Lighting - Field Level Area D1 Plan	1/8" = 1'-0"		X				
EL3-1-D2	Electrical Lighting - Field Level Area D2 Plan	1/8" = 1'-0"		X				
EL3-2-A1	Electrical Lighting - Main Concourse Area A1 Plan	1/8" = 1'-0"		X				
EL3-2-A2	Electrical Lighting - Main Concourse Area A2 Plan	1/8" = 1'-0"		X				
EL3-2-B1	Electrical Lighting - Main Concourse Area B1 Plan	1/8" = 1'-0"		X				
EL3-2-B2	Electrical Lighting - Main Concourse Area B2 Plan	1/8" = 1'-0"		X				
EL3-2-C1	Electrical Lighting - Main Concourse Area C1 Plan	1/8" = 1'-0"		X				
EL3-2-C2	Electrical Lighting - Main Concourse Area C2 Plan	1/8" = 1'-0"		X				
EL3-2-D1	Electrical Lighting - Main Concourse Area D1 Plan	1/8" = 1'-0"		X				
EL3-2-D2	Electrical Lighting - Main Concourse Area D2 Plan	1/8" = 1'-0"		X				
EL3-2-E1	Electrical Lighting - Main Concourse Area E1 Plan	1/8" = 1'-0"		X				
EL3-3-B1	Electrical Lighting - Suite Level / Main Concourse Roof Area B1 Plan	1/8" = 1'-0"		X				
EL3-3-B2	Electrical Lighting - Suite Level / Main Concourse Roof Area B2 Plan	1/8" = 1'-0"		X				
EL3-3-C1	Electrical Lighting - Suite Level / Main Concourse Roof Area C1 Plan	1/8" = 1'-0"		X				
EL3-3-C2	Electrical Lighting - Suite Level / Main Concourse Roof Area C2 Plan	1/8" = 1'-0"		X				
EL3-4-B1	Electrical Lighting - Suite Level Roof Area B1 Plan	1/8" = 1'-0"						
EL3-4-B2	Electrical Lighting - Suite Level Roof Area B2 Plan	1/8" = 1'-0"						
EL3-4-C1	Electrical Lighting - Suite Level Roof Area C1 Plan	1/8" = 1'-0"						
EL3-4-C2	Electrical Lighting - Suite Level Roof Area C2 Plan	1/8" = 1'-0"						
E4-1-1	SLD - Normal Power - MSWBD-1	None		X				
E4-1-2	SLD - Normal Power - Power and Distribution Panels	None		X				
E4-2-1	SLD - Emergency Generator Power - Distribution	None		X				
E5-1-1	Telecommunications Riser Diagram	None		X				
E5-2-1	Luminaire Schedule	None		X				
E5-3-1	Grounding Diagram	None		X				
E5-4-1	Lighting Control Diagram	None						
E6-1-1	Sports Lighting Horizontal Lighting Calculation Zone Plan	1/32" = 1'-0"		X				
E6-1-2	Sports Lighting Vertical Lighting Calculation Zone Plan	1/32" = 1'-0"		X				
E6-2-1	Sports Lighting Rack Details and Sections	None		X				
E6-2-2	Sports Lighting Rack Details and Sections	None						
E8-1-1	Electrical Details	None		X				
E8-2-1	Telecommunication Details	None		X				
E8-3-1	Lighting Details	None						
HPE-1	Mechanical Equipment Coordination Schedule	None						
HPE-2	Mechanical Equipment Coordination Schedule	None						
Fire Protection								
FP1-1	Fire Protection Field Level Reference Plan	1/32" = 1'-0"						
FP1-2	Fire Protection Main Concourse Level Reference Plan	1/32" = 1'-0"						
FP1-3	Fire Protection Suite/Club Level Reference Plan	1/32" = 1'-0"						
FP3-2-A2	Main Concourse Area A2 Plan - Fire Protection	1/8" = 1'-0"						
FP3-2-B1	Main Concourse Area B1 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-2-B2	Main Concourse Area B2 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-2-C1	Main Concourse Area C1 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-2-C2	Main Concourse Area C2 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-2-D1	Main Concourse Area D1 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-2-D2	Main Concourse Area D2 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-3-B1	Suite Level Area B1 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-3-B2	Suite Level Area B2 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-3-C1	Suite Level Area C1 Plan - Fire Protection	1/8" = 1'-0"		X				
FP3-3-C2	Suite Level Area C2 Plan - Fire Protection	1/8" = 1'-0"		X				
Fire Alarm								
FA0-1	Fire Alarm Cover Sheet	N/A		X				
FA3-1-A	Field Level Area A Plan	1/16" = 1'-0"						
FA3-1-B	Field Level Area B Plan	1/16" = 1'-0"						
FA3-2-A	Main Concourse Area A Plan	1/16" = 1'-0"						
FA3-2-B	Main Concourse Area B Plan	1/16" = 1'-0"						
FA3-3-A	Suite Level / Main Concourse Roof Area B1 Plan	1/16" = 1'-0"						
FA3-3-B	Suite Level / Main Concourse Roof Area B2 Plan	1/16" = 1'-0"						
FA3-1-A2	Electrical Power and Signal - Field Level Area A2 Plan	1/8" = 1'-0"		X				
FA3-1-B1	Electrical Power and Signal - Field Level Area B1 Plan	1/8" = 1'-0"		X				
FA3-1-C2	Electrical Power and Signal - Field Level Area C2 Plan	1/8" = 1'-0"		X				
FA3-1-D1	Electrical Power and Signal - Field Level Area D1 Plan	1/8" = 1'-0"		X				
FA3-1-D2	Electrical Power and Signal - Field Level Area D2 Plan	1/8" = 1'-0"						
FA3-2-A1	Electrical Power and Signal - Main Concourse Area A1 Plan	1/8" = 1'-0"						

LACKAWANNA COUNTY STADIUM
Package Title
Drawing List

Drawing List			DP 1 Demo Package	GMP SET	REVISED GMP Drawings	DP 2 Foundation Package	DP-2A Earthwork + Undergr. Site Utility Pkg	DP 3 Steel Package
Dwg No	Drawing Name	Scale	1/11/12	2/8/12	2/15/12	2/17/12	3/7/12	3/9/12
FA3-2-A2	Electrical Power and Signal - Main Concourse Area A2 Plan	1/8" = 1'-0"						
FA3-2-B1	Electrical Power and Signal - Main Concourse Area B1 Plan	1/8" = 1'-0"		X				
FA3-2-B2	Electrical Power and Signal - Main Concourse Area B2 Plan	1/8" = 1'-0"		X				
FA3-2-C1	Electrical Power and Signal - Main Concourse Area C1 Plan	1/8" = 1'-0"		X				
FA3-2-C2	Electrical Power and Signal - Main Concourse Area C2 Plan	1/8" = 1'-0"		X				
FA3-2-D1	Electrical Power and Signal - Main Concourse Area D1 Plan	1/8" = 1'-0"						
FA3-2-D2	Electrical Power and Signal - Main Concourse Area D2 Plan	1/8" = 1'-0"						
FA3-3-B1	Electrical Power and Signal - Suite Level / Main Concourse Roof Area B1	1/8" = 1'-0"		X				
FA3-3-B2	Electrical Power and Signal - Suite Level / Main Concourse Roof Area B2	1/8" = 1'-0"		X				
FA3-3-C1	Electrical Power and Signal - Suite Level / Main Concourse Roof Area C1	1/8" = 1'-0"		X				
FA3-3-C2	Electrical Power and Signal - Suite Level / Main Concourse Roof Area C2	1/8" = 1'-0"		X				
FA5-1	Fire Alarm Notes, I/O Matrix and Network Architecture	N/A		X				
FA5-2	Fire Alarm Details	N/A		X				
Audio Visual								
AV0-0	General Notes and Legend	None		X				
AV3-1-B1	Field Level Area B1 Plan	1/8" = 1'-0"		X				
AV3-1-B2	Field Level Area B2 Plan	1/8" = 1'-0"		X				
AV3-1-C2	Field Level Area C2 Plan	1/8" = 1'-0"		X				
AV3-2	Main Concourse Site Plan			X				
AV3-2-A1	Main Concourse Area A1 Plan	1/8" = 1'-0"		X				
AV3-2-A2	Main Concourse Area A2 Plan	1/8" = 1'-0"		X				
AV3-2-B1	Main Concourse Area B1 Plan	1/8" = 1'-0"		X				
AV3-2-B2	Main Concourse Area B2 Plan	1/8" = 1'-0"		X				
AV3-2-C1	Main Concourse Area C1 Plan	1/8" = 1'-0"		X				
AV3-2-C2	Main Concourse Area C2 Plan	1/8" = 1'-0"		X				
AV3-2-D1	Main Concourse Area D1 Plan	1/8" = 1'-0"		X				
AV3-2-D2	Main Concourse Area D2 Plan	1/8" = 1'-0"		X				
AV3-3-B1	Suite Level Area B1 Plan	1/8" = 1'-0"		X				
AV3-3-B2	Suite Level Area B2 Plan	1/8" = 1'-0"		X				
AV3-3-C1	Suite Level Area C1 Plan	1/8" = 1'-0"		X				
AV3-3-C2	Suite Level Area C2 Plan	1/8" = 1'-0"		X				
AV3-4-B1	Roof Level Area B1 Plan	1/8" = 1'-0"		X				
AV3-4-B2	Roof Level Area B2 Plan	1/8" = 1'-0"		X				
AV3-4-C1	Roof Level Area C1 Plan	1/8" = 1'-0"		X				
AV3-4-C2	Roof Level Area C2 Plan	1/8" = 1'-0"		X				
AV4-1	Sections			X				
AV4-2	Sections			X				
AV4-3	Sections			X				
AV3-24-1	Enlarged Plan	1/4" = 1'-0"		X				
AV5-1-1	Broadcast Details	None		X				
AV6-1-0	Audio Visual Standard Details	None		X				
AV6-1-1	Console Functional Diagram	None		X				
AV6-1-2	Seating Bowl Functional Diagram	None		X				
AV6-1-3	Seating Bowl Functional Diagram	None		X				
AV6-1-4	Writing Press/Broadcast Booths Functional Diagram	None		X				
AV6-1-5	Club/Ticket Window Functional Diagram	None		X				
AV6-1-6	Restroom/Concession Functional Diagram	None		X				
AV6-1-7	Production Intercom Functional Diagram	None		X				
AV6-1-8	DSP Control Diagram	None		X				
AV6-1-9	Plate Details	None		X				
AV6-1-10	Panel Details	None		X				
AV7-1-1	CATV Headend Diagram	None		X				
AV7-1-2	CATV System Details	None		X				
AV7-1-3	CATV System Details	None		X				
Food Service								
FS-1.0	Outfield Bar Food Service Equipment Schedule	1/4" = 1'-0"		X				
FS-2.0	First Base Grill Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-3.0	Commissary Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-4.0	First Base Cheesesteak Stand Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-5.0	Third Base Pizza Stand Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-6.0	Third Base Grill Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-7.0	Vendor Room Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-8.0	Picnic Area Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-9.0	Suite Kitchen and Club Buffet Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
FS-10.0	Club Bar, Buffet and Action Station Food Service Equipment Schematic Plan	1/4" = 1'-0"		X				
MSE Wall								
W1	Wall Location Plan	1" = 20'			X		X	
W2	Wall Elevations	1" = 5'			X		X	
W3	Wall Elevations	1" = 5'			X		X	
W4	Wall Details	NTS			X		X	
W5	Cross-Sections	NTS					X	
W6	Specifications	NTS					X	

**GMP AMENDMENT
ATTACHMENT "C-3"**

PNC FIELD - LACKAWANNA COUNTY STADIUM						
SPECIFICATION LIST 3/26/12						
Division	Section Title	Bid Package 1 - Demolition 1.11.12	CD Progress Set 2.08.12	Bid Package 2 - Foundation 2.17.12	Design Package 2A - Foundation 3.7.12	Design Package 3 - Steel 3.9.12
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS						
00 01 00	INVITATION TO BID					
00 10 00	INSTRUCTIONS TO BIDDERS					
00 20 00	INFORMATION FOR BIDDERS					
00 30 00	PROPOSAL FORM					
00 41 00	BID BOND (AIA Form A 310; by reference)					
00 51 00	AGREEMENT (AIA Form A 101; 2007 [1997] by reference)					
00 51 10	SUPPLEMENT TO THE AGREEMENT					
00 57 00	WAIVER OF LIENS					
00 61 00	PERFORMANCE BOND (AIA Form A 312; by reference)					
00 62 00	PAYMENT BOND (AIA Form A 312; by reference)					
00 71 00	GENERAL CONDITIONS (AIA Form A 201; 2007[1997 by reference])					
00 81 00	SUPPLEMENTARY CONDITIONS 2007 [1997]					
00 85 00	DRAWING LIST					
DIVISION 01 - GENERAL REQUIREMENTS						
01 10 00	SUMMARY					
01 21 00	ALLOWANCES					
01 22 00	UNIT PRICES					
01 23 00	ALTERNATES					
01 26 00	CONTRACT MODIFICATION PROCEDURES					•
01 29 00	PAYMENT PROCEDURES					•
01 31 00	PROJECT MANAGEMENT AND COORDINATION					•
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION					
01 32 33	PHOTOGRAPHIC DOCUMENTATION					
01 33 00	SUBMITTAL PROCEDURES					•
01 40 00	QUALITY REQUIREMENTS					•
01 41 00	TESTING LABORATORY SERVICES (For Information Only)		•	•		
01 42 00	REFERENCES					•
01 50 00	TEMPORARY FACILITIES AND CONTROLS					•
01 56 39	TEMPORARY TREE AND PLANT PROTECTION					•
01 60 00	PRODUCT REQUIREMENTS					•
01 73 00	EXECUTION					•
01 73 29	CUTTING AND PATCHING					•
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL					•
01 77 00	CLOSEOUT PROCEDURES					•
01 78 23	OPERATION AND MAINTENANCE DATA					
01 78 39	PROJECT RECORD DOCUMENTS					•
01 79 00	DEMONSTRATION AND TRAINING					
01 91 00	TESTING, ADJUSTING, AND BALANCING FOR HVAC					
<i>Facility Construction Subgroup</i>						
DIVISION 02 - EXISTING CONDITIONS						
02 41 16	STRUCTURE DEMOLITION	•				

**GMP AMENDMENT
ATTACHMENT "C-3"**

Division	Section Title	Bid Package 1 - Demolition 1.11.12	CD Progress Set 2.08.12	Bid Package 2 - Foundation 2.17.12	Design Package 2A - Foundation 3.7.12	Design Package 3 - Steel 3.9.12
02 41 19	SELECTIVE DEMOLITION	•				
02 44 00	ALTERATION PROJECT PROCEDURES					
DIVISION 03 – CONCRETE						
03 30 00	CAST-IN-PLACE CONCRETE		•	•		
03 41 00	PRECAST STRUCTURAL CONCRETE		•			
DIVISION 04 - MASONRY						
04 20 00	UNIT MASONRY			•		
04 43 00	STONE MASONRY					
DIVISION 05 - METALS						
05 12 00	STRUCTURAL STEEL FRAMING		•			•
05 21 00	STEEL JOIST FRAMING		•			•
05 31 00	STEEL DECKING		•			•
05 40 00	COLD-FORMED METAL FRAMING					
05 50 00	METAL FABRICATIONS					
05 51 00	METAL STAIRS AND RAILINGS					
05 70 00	DECORATIVE METAL					
05 73 00	DECORATIVE METAL RAILINGS ???					
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES						
06 10 00	ROUGH CARPENTRY					
06 20 23	FINISH CARPENTRY					
06 73 00	COMPOSITE DECKING					
DIVISION 07 - THERMAL AND MOISTURE PROTECTION						
07 11 13	BITUMINOUS DAMPPROOFING			•		
07 14 13	HOT FLUID APPLIED RUBBERIZED ASPHALT WATERPROOFING			•		
07 17 00	BENTONITE WATERPROOFING			•		
07 21 00	THERMAL INSULATION					
07 21 19	SPRAY FOAM SEALANT SYSTEM					
07 26 00	FLUID-APPLIED MEMBRANE AIR & VAPOR BARRIER (AVB)			•		
07 42 13	METAL WALL PANELS		•			
07 42 43	COMPOSITE WALL PANELS		•			
07 53 23	EPDM ROOFING - ADHERED MEMBRANE					
07 62 00	SHEET METAL FLASHING AND TRIM					
07 72 00	ROOF ACCESSORIES					
07 81 00	APPLIED FIREPROOFING					
07 84 13	FIRESTOPPING			•		
07 92 00	JOINT SEALANTS			•		
07 95 00	EXPANSION CONTROL					
DIVISION 08 - OPENINGS						
08 11 13	HOLLOW METAL DOORS AND FRAMES					
08 14 16	FLUSH WOOD DOORS					
08 31 13	ACCESS DOORS AND FRAMES					
08 33 23	OVERHEAD COILING DOORS					
08 33 24	OVERHEAD COILING SHUTTERS					
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS					

**GMP AMENDMENT
ATTACHMENT "C-3"**

Division	Section Title	Bid Package 1 - Demolition 1.11.12	CD Progress Set 2.08.12	Bid Package 2 - Foundation 2.17.12	Design Package 2A - Foundation 3.7.12	Design Package 3 - Steel 3.9.12
08 44 13	GLAZED ALUMINUM CURTAIN WALLS		•			
08 71 00	DOOR HARDWARE					
08 80 00	GLAZING					
08 90 00	LOUVERS AND VENTS					
DIVISION 09 - FINISHES						
09 29 00	GYPSUM BOARD SYSTEMS					
09 30 00	TILING AND STONE TILING					
09 51 13	ACOUSTICAL CEILINGS					
09 64 66	RESILIENT ATHLETIC FLOORING					
09 65 13	RESILIENT BASE AND ACCESSORIES					
09 65 16	RESILIENT FLOORING					
09 67 23	RESINOUS FLOORING					
09 68 13	TILE CARPETING					
09 68 16	SHEET CARPETING					
09 72 00	WALL COVERINGS					
09 77 23	FABRIC-WRAPPED PANELS					
09 91 14	COATINGS FOR STRUCTURAL STEEL		•			•
09 91 13	EXTERIOR PAINTING					
09 91 23	INTERIOR PAINTING					
09 96 00	HIGH PERFORMANCE COATINGS					
DIVISION 10 - SPECIALTIES						
10 14 00	SIGNAGE					
10 21 13	TOILET COMPARTMENTS					
10 21 23	CUBICLE CURTAIN					
10 22 26	OPERABLE PARTITIONS					
10 26 00	WALL AND DOOR PROTECTION					
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES					
10 44 13	FIRE EXTINGUISHER CABINETS					
10 51 13	LOCKERS					
10 75 00	FLAGPOLES					
DIVISION 11 - EQUIPMENT						
11 13 00	LOADING DOCK EQUIPMENT					
11 31 00	RESIDENTIAL APPLIANCES					
11 40 00	FOOD SERVICE EQUIPMENT					
11 48 00	FOUL BALL NETTING					
11 52 00	TELEVISION ENCLOSURES + BRACKETS					
11 63 10	SCORING, VIDEO AND MATRIX DISPLAY SYSTEM					
11 63 50	VIDEO REPLAY SYSTEM					
11 68 33	FIELD WALL PADS					
DIVISION 12 - FURNISHINGS						
12 36 40	STONE COUNTERTOPS					
12 61 00	OUTDOOR STADIUM SEATING					
12 93 00	SITE FURNISHINGS					
DIVISION 13 - SPECIAL CONSTRUCTION						

**GMP AMENDMENT
ATTACHMENT "C-3"**

Division	Section Title	Bid Package 1 - Demolition 1.11.12	CD Progress Set 2.08.12	Bid Package 2 - Foundation 2.17.12	Design Package 2A - Foundation 3.7.12	Design Package 3 - Steel 3.9.12
DIVISION 14 - CONVEYING EQUIPMENT						
14 24 00	HYDRAULIC ELEVATORS					
<i>Facility Services Subgroup</i>						
DIVISION 21 - FIRE SUPPRESSION						
21 00 00	FIRE SUPPRESSION		•			
DIVISION 22 - PLUMBING						
22 05 00	COMMON MATERIALS AND METHODS FOR PLUMBING		•			
22 05 13	ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT					
22 05 33	HEAT TRACING FOR PLUMBING EQUIPMENT		•			
22 07 00	PLUMBING INSULATION		•			
22 10 00	PLUMBING SYSTEMS		•			
22 11 00	DISINFECTION OF DOMESTIC WATER LINES		•			
22 11 13	FACILITY WATER DISTRIBUTION PIPING				•	
22 13 13	FACILITY SANITARY SEWERS				•	
22 11 23	PLUMBING PUMPS					
22 40 00	PLUMBING FIXTURES AND TRIM		•			
DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING						
23 05 00	COMMON MATERIALS AND METHODS FOR HVAC					
23 05 13	ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT					
23 05 48	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR HVAC SYSTEMS					
23 07 00	HVAC INSULATION					
23 21 13	HYDRONIC PIPING SYSTEM					
23 21 23	HVAC PUMPS					
23 25 00	HVAC WATER TREATMENT					
23 30 00	DUCTWORK AND DUCTWORK ACCESSORIES					
23 34 00	FANS AND VENTILATORS					
23 41 00	AIR FILTRATION					
23 50 00	CENTRAL HEATING EQUIPMENT					
23 70 00	AIR HANDLING UNITS					
23 80 00	HEAT TRANSFER					
23 81 00	UNITARY AIR CONDITIONING					
DIVISION 25 - INTEGRATED AUTOMATION						
25 09 00	INSTRUMENTATION AND CONTROLS FOR HVAC					
25 09 33	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS					
DIVISION 26 - ELECTRICAL						
26 05 00	COMMON MATERIALS AND METHODS FOR ELECTRICAL					
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES					
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS					
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS					
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS					
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS					
26 05 43	UNDERGROUND DUCTS AND STRUCTURES FOR ELECTRICAL					

**GMP AMENDMENT
ATTACHMENT "C-3"**

Division	Section Title	Bid Package 1 - Demolition 1.11.12	CD Progress Set 2.08.12	Bid Package 2 - Foundation 2.17.12	Design Package 2A - Foundation 3.7.12	Design Package 3 - Steel 3.9.12
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS					
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS					
26 05 73	ELECTRICAL SYSTEMS STUDIES AND ANALYSIS					
26 06 00	SCHEDULES FOR ELECTRICAL					
26 09 23	LIGHTING CONTROL DEVICES					
26 09 43	NETWORK LIGHTING CONTROLS					
26 22 00	LOW-VOLTAGE TRANSFORMERS					
26 24 13	SWITCHBOARDS					
26 24 16	PANELBOARDS					
26 27 13	ELECTRICITY METERING					
26 27 26	WIRING DEVICES					
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS					
26 29 13	ENCLOSED CONTROLLERS					
26 29 23	VARIABLE FREQUENCY MOTOR SPEED CONTROLLERS (VFD)					
26 32 13	ENGINE GENERATORS					
26 36 00	TRANSFER SWITCHES					
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES					
26 43 13	TRANSIENT-VOLTAGE SUPPRESSION FOR LOW-VOLTAGE					
26 51 00	INTERIOR LIGHTING					
26 56 00	EXTERIOR LIGHTING					
26 56 68	EXTERIOR ATHLETIC LIGHTING					
DIVISION 27 - COMMUNICATIONS						
27 05 00	COMMON MATERIALS AND METHODS FOR COMMUNICATIONS					
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS					
27 13 00	COMMUNICATIONS BACKBONE CABLING					
27 15 00	COMMUNICATIONS HORIZONTAL CABLING					
27 13	CATV SYSTEM					
27 41	SOUND REINFORCEMENT					
27 60	BROADCAST CABLE SYSTEM					
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY						
28 05 00	COMMON MATERIALS AND METHODS FOR ELECTRONIC SAFETY					
28 05 13	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND					
28 08 00	COMMISSIONING OF ELECTRONIC SAFETY AND SECURITY					
28 13 00	ACCESS CONTROL					
28 16 00	INTRUSION DETECTION					
28 16 43	PERIMETER SECURITY SYSTEMS					
28 23 00	VIDEO SURVEILLANCE					
28 31 11	DIGITAL, ADDRESSABLE FIRE-DETECTION AND ALARM SYSTEM					
28 31 12	ZONED (DC LOOP) FIRE-DETECTION AND ALARM SYSTEM					
28 32 11	AREA OF REFUGE TWO-WAY COMMUNICATION SYSTEM					
<i>Site and Infrastructure Subgroup</i>						
DIVISION 31 - EARTHWORK						
31 10 00	SITE CLEARING					
31 20 00	EARTH MOVING		●	●		

**GMP AMENDMENT
ATTACHMENT "C-3"**

Division	Section Title	Bid Package 1 - Demolition 1.11.12	CD Progress Set 2.08.12	Bid Package 2 - Foundation 2.17.12	Design Package 2A - Foundation 3.7.12	Design Package 3 - Steel 3.9.12
31 22 19	FINISH GRADING					
31 23 19	DEWATERING			•		
31 25 00	SOIL EROSION & SEDIMENT CONTROL					
31 50 00	EXCAVATION SUPPORT AND PROTECTION			•		
DIVISION 32 - EXTERIOR IMPROVEMENTS						
32 05 13	SOILS FOR EXTERIOR IMPROVEMENTS					
32 12 16	HOT MIXED ASPHALT					
32 13 13	CONCRETE PAVING					
32 13 16	DECORATIVE CONCRETE PAVING					
32 13 73	CONCRETE PAVING JOINT SEALANTS					
32 14 00	UNIT PAVING					
32 14 13	PRECAST CONCRETE PAVING					
32 15 40	CRUSHED STONE SURFACING					
32 18 23	OUTDOOR SYNTHETIC TURF PLAYING FIELD SYSTEM					
32 31 13	CHAIN LINK FENCES AND GATES					
32 40 00	SITE IMPROVEMENTS					
32 91 13	PLANTING SOILS					
32 91 19	TOPSOIL					
32 92 00	TURF AND GRASSES					
32 93 00	PLANTS					
32 94 13	LANDSCAPE EDGING					
DIVISION 33 - UTILITIES						
33 05 00	COMMON WORK RESULTS FOR UTILITIES					
33 41 00	STORM UTILITY DRAINAGE PIPING				•	
33 46 00	SUBDRAINAGE					

**PNC FIELD
LACKAWANNA COUNTY STADIUM**

**GUARANTEED MAXIMUM PRICE AMENDMENT
ATTACHMENT D
PRELIMINARY PROJECT SCHEDULE**

ID	Task Name	Duration	Start	Finish	10	2011		2012		2013		2014	
					H2	H1	H2	H1	H2	H1	H2	H1	H2
1	PRECONSTRUCTION PHASE	242 days	Wed 6/15/11	Thu 5/17/12		PRECONSTRUCTION PHASE							
2	SD DD Approvals	211 days	Wed 6/15/11	Wed 4/4/12		SD DD Approvals							
3	Award Professional Contracts	20 days	Wed 6/15/11	Tue 7/12/11		Award Professional Contracts							
4	Regulatory Approvals	191 days	Wed 7/13/11	Wed 4/4/12		Regulatory Approvals							
5	Schematic Design	45 days	Wed 7/13/11	Tue 9/13/11		Schematic Design							
6	Design Development	45 days	Wed 9/14/11	Tue 11/15/11		Design Development							
7	Construction Documents	69 days	Mon 1/9/12	Fri 4/13/12		Construction Documents							
8	Demolition Plans	0 days	Mon 1/9/12	Mon 1/9/12		Demolition Plans							
9	Foundation	0 days	Fri 2/17/12	Fri 2/17/12		Foundation							
10	Steel	0 days	Wed 3/14/12	Wed 3/14/12		Steel							
11	CD Set	0 days	Fri 4/13/12	Fri 4/13/12		CD Set							
12	Bidding / Contracts	94 days	Mon 1/9/12	Thu 5/17/12		Bidding / Contracts							
13	Bid Demolition	20 days	Mon 1/9/12	Fri 2/3/12		Bid Demolition							
14	Bid Foundations	20 days	Fri 2/17/12	Thu 3/15/12		Bid Foundations							
15	Bid Steel	15 days	Wed 3/14/12	Tue 4/3/12		Bid Steel							
16	Bid Project	25 days	Fri 4/13/12	Thu 5/17/12		Bid Project							
17	GMP	0 days	Tue 4/3/12	Tue 4/3/12		GMP							
19	Owner / Team	10 days	Mon 1/9/12	Fri 1/20/12		Owner / Team							
21	PROCUREMENT - CONSTRUCTION	253 days	Tue 4/3/12	Sun 3/24/13		PROCUREMENT - CONSTRUCTION							
22	Material Procurement	162 days	Tue 4/3/12	Thu 11/15/12		Material Procurement							
23	Structural steel	94 days	Tue 4/3/12	Mon 8/13/12		Structural steel							
57	Concrete Reinforcing	80 days	Fri 5/18/12	Thu 9/6/12		Concrete Reinforcing							
58	Exterior Wall Systems	100 days	Fri 5/18/12	Thu 10/4/12		Exterior Wall Systems							
59	Interior Fit Out Systems	142 days	Wed 4/4/12	Thu 10/18/12		Interior Fit Out Systems							
60	MEP Systems	70 days	Fri 5/18/12	Thu 8/23/12		MEP Systems							
61	Equipment	130 days	Fri 5/18/12	Thu 11/15/12		Equipment							
62	Construction	253 days	Tue 4/3/12	Sun 3/24/13		Construction							
63	Start of Construction	0 days	Tue 4/3/12	Tue 4/3/12		Start of Construction							
64	Demolition	100 days	Wed 4/4/12	Tue 8/21/12		Demolition							
65	Foundations	100 days	Fri 6/1/12	Thu 10/18/12		Foundations							
66	Steel	65 days	Tue 8/14/12	Mon 11/12/12		Steel							
67	Erection Phase 1	20 days	Tue 8/14/12	Mon 9/10/12		Erection Phase 1							
68	Erection Phase 2	20 days	Tue 9/11/12	Mon 10/8/12		Erection Phase 2							
69	Erection Phase 3,4	25 days	Tue 10/9/12	Mon 11/12/12		Erection Phase 3,4							
70	Concrete slab On metal Deck	106 days	Tue 9/11/12	Tue 2/5/13		Concrete slab On metal Deck							

**PNC FIELD
LACKAWANNA COUNTY STADIUM**

**GUARANTEED MAXIMUM PRICE AMENDMENT
ATTACHMENT D
PRELIMINARY PROJECT SCHEDULE**

ID	Task Name	Duration	Start	Finish	10	2011		2012		2013		2014	
					H2	H1	H2	H1	H2	H1	H2	H1	H2
71	Exterior Enclosure	111 days	Fri 10/5/12	Fri 3/8/13									
72	Roof Construction	50 days	Tue 10/2/12	Mon 12/10/12									
73	Masonry	139 days	Tue 9/4/12	Fri 3/15/13									
74	Interior Finishes	111 days	Fri 10/19/12	Sun 3/24/13									
75	Suite Construction	119 days	Tue 10/2/12	Fri 3/15/13									
76	Equipment / Seating	86 days	Fri 11/16/12	Fri 3/15/13									
77	Toilet Room Construction	119 days	Tue 10/2/12	Fri 3/15/13									
78	MEP	146 days	Fri 8/24/12	Fri 3/15/13									
79	Substantial Completion	0 days	Sun 3/24/13	Sun 3/24/13									
80	OUTFIELD CONSTRUCTION	162 days	Wed 4/4/12	Thu 11/15/12									
81	Outfield Concourse Area	162 days	Wed 4/4/12	Thu 11/15/12									
82	Field Lights	50 days	Fri 8/24/12	Thu 11/1/12									
83	Final Completion	60 days	Mon 3/25/13	Fri 6/14/13									

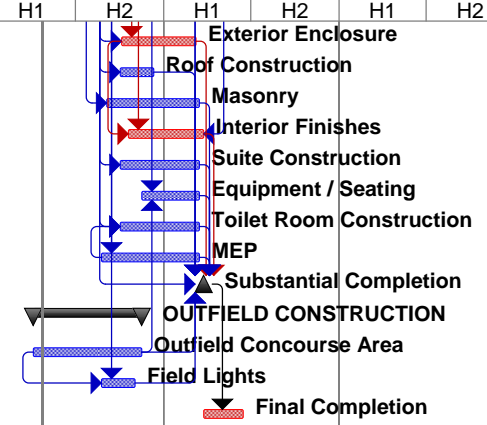


EXHIBIT 5

RACP GRANT SPECIAL CONDITIONS

See attached.

**APPENDIX B
PROJECT ACTIVITIES AND SPECIAL CONDITIONS**

A. Project Activities: The GRANTEE will use Redevelopment Assistance Capital funding to undertake the Lackawanna County Baseball Stadium project in Lackawanna County.

The project to be supported with Redevelopment Assistance Capital funding shall include, but be limited to the following activities: site acquisition, site preparation and construction.

Expenses paid after this project's authorization in the Act of July 4, 2008 (P.L., No. 41) that are related to the development and construction of the Lackawanna County Baseball Stadium project as determined by OB, are eligible to be used as part of the non-state matching contribution and may be eligible for state reimbursement.

B. General Conditions: Each of the following must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for the project.

C. Special Conditions: Each of the following, as related to the appropriate Phase of the project, must be completed by the GRANTEE before any Redevelopment Assistance Capital funds can be released for each phase of the project. Evidence of completion must be submitted to the following address no later than six months after the execution date of this contract:

Richard C. Dreher
Director
Bureau of Revenue, Cash Flow and Debt
Office of the Budget
Verizon Tower - 7th Floor
303 Walnut Street
Harrisburg, Pennsylvania 17101-1825
Telephone (717) 787-7342
Fax (717) 783-3368

Failure to submit documentation indicating completion of each Special Condition within the time period as originally specified, or modified, may constitute a default under the terms of the grant agreement and could lead to a termination of the Redevelopment Assistance Capital grant.

Satisfaction of each condition shall be determined by the Office of the Budget (OB) at its sole discretion. All agreements to be executed and all documents or information to be delivered in order to satisfy these Special Conditions shall be and are, in form, content and substance, subject to the approval of the Office of the Budget, which approval may be withheld or delayed at the discretion of the Office of the Budget. Documents requiring the signature of OB shall also be conditioned upon the approval of the Governor's Office of General Counsel and the Attorney General of Pennsylvania. All agreements required to be submitted as fully executed in order to satisfy the Special Conditions should be submitted in draft form to OB as soon as available in order for OB to provide comments. Notwithstanding the foregoing, OB's right to approve or disapprove the final executed

document at its sole discretion shall not be affected or deemed waived by any comments or lack of comment with respect to any drafts submitted.

1. GRANTEE shall submit documentation indicating at least \$22.59 million in local matching funds have been fully secured and received for use on project-related expenses.
2. GRANTEE shall submit documentation indicating site control for all properties involved in the project. Documentation should include settlement sheets and also include the title or deed to the properties or executed long-term leases.
3. GRANTEE shall submit certified appraisals to support the values claimed for all parcels of property acquired for the project.
4. GRANTEE shall submit final plans and specifications for the project.
5. GRANTEE shall submit proof of bid compliance, as required in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states, "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Should the bid tabulations associated with the RACP project exceed the construction cost estimate, the GRANTEE shall submit documentation that either costs have been reduced or that additional funds have been raised to support the project.
6. GRANTEE shall submit all necessary construction-related documents or agreements for the project. These agreements can include guaranteed maximum price contracts, construction management agreements, contracts with general contractors and so on.
7. GRANTEE shall submit updated construction schedules for the project. The updated construction schedules should list all pertinent activities and dates in which construction activities and milestones are to occur.
8. GRANTEE shall provide an updated cash flow statement for the entire project that outlines, on a monthly basis, all sources and uses of funds for the project. The cash flow statement should address monthly funding surpluses and/or deficits and indicate the need for interim financing to bridge Commonwealth reimbursements.
9. GRANTEE shall provide documentation of interim financing necessary to bridge project costs as well as the Commonwealth's reimbursement schedule. The amount of required interim financing, based on the GRANTEE's own cash flow, should be sufficient to carry the project through monthly construction expenses before and after access to the RACP funding has been granted. Please, refer to payment intervals listed on the FAQs section of our Web site (www.budget.state.pa.us).
10. GRANTEE shall provide documentation indicating that necessary permits and approvals have been achieved at appropriate stages of the project.
11. GRANTEE shall submit all applicable Environmental Studies for the project.

12. GRANTEE shall submit an enacted resolution authorizing the filing of the Redevelopment Assistance Capital Program application.
13. GRANTEE shall submit an executed Cooperation Agreement with SWB Yankees, LLC., which obligates the SWB Yankees, LLC to comply with RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance program.
14. GRANTEE shall submit an executed Cooperation Agreement/ordinance from the Lackawanna County that authorizes the project and obligates Lackawanna County to reimburse the Commonwealth for any reimbursements that may later be determined to have been ineligible.
15. GRANTEE shall submit an opinion of counsel.
16. GRANTEE shall submit an executed Statement of Compliance which indicates that all RACP terms and conditions, policies and procedures will be adhered to during the completion of the project.
17. GRANTEE shall submit an executed Flood Plan Certification, which indicates that areas of the site within the 100 years flood plain are adequately covered via proper flood insurance during the life of the RACP delineated project.
18. GRANTEE shall submit an executed 30-year lease agreement with SWB Yankees, LLC.
19. GRANTEE shall submit an executed Development and Operations agreement between the SWB Yankees, LLC. and the Multi-Purpose Stadium Authority of Lackawanna County, which delineates the responsibilities of all interested parties during the term of the lease.
20. GRANTEE shall submit an agreement obligating SWB Yankees, LLC or the GRANTEE to be responsible for all capital improvements to the baseball stadium and all operating expenses relating to the use of the ballpark, including security, cleaning, insurance, maintenance and utilities, etc. during the term of the 30-year lease.
21. GRANTEE represents that the Multi-Purpose Stadium Authority of Lackawanna County holds fee simple title to the land upon which the baseball Stadium (stadium) is built. Further, the GRANTEE represents that the Multi-Purpose Stadium Authority of Lackawanna County is the GRANTEE, and SWB Yankees, LLC is the team owner. As such, the GRANTEE and SWB Yankees, LLC shall enter into a Restrictive Covenant Agreement with the Commonwealth running with and binding the land for a period of 30 years, providing for the restrictions set forth below. The Multi-Purpose Stadium Authority of Lackawanna County shall record the Agreement in the appropriate land records office at its expense. The Agreement shall provide that in consideration of the Commonwealth's grant of funds provided for in the Grant Agreement the GRANTEE and SWB Yankees, LLC agree to enter into the restrictions which shall run with the land and the GRANTEE and SWB Yankees, LLC shall further agree that the Commonwealth, in addition to any other remedies available to it at law or in equity, shall have the right to injunctive relief to enforce such restriction.

In the event there are other parties of interest in the land/stadium

such as mortgagees, lessees, lien holders, easement holders or other such parties, the Multi-Purpose Stadium Authority of Lackawanna County shall make certain that all other parties with interests in the land/stadium (the "interested parties") are made parties to the Restrictive Covenant Agreement which shall bind such interested parties, their heirs, successors and assigns or that an acknowledgement of and agreement to abide by the covenants is contained in whatever agreement is executed between the Project Administrator/stadium owner and such party.

The covenant shall provide that neither the GRANTEE, nor the interested parties, nor their heirs, successors or assigns shall permit the use of the land or the stadium to be built thereon by or for, or enter into any lease, license, concession agreement, joint venture agreement, agreement of sale or other agreement affecting the use or occupancy of the land which would permit the use of the land and stadium to be built thereon by or for, any Existing Major/Minor League Baseball Franchise without the express written consent of the Commonwealth, which consent may be withheld or delayed at the sole discretion of the Commonwealth.

The terms Existing Major/Minor League Baseball Franchise shall be defined to mean:

1) Any Team or Franchise located and operating in the Commonwealth of Pennsylvania and in existence on the date of the Restrictive Covenant Agreement; 2) Any Team or Franchise which is located and operating in the Commonwealth of Pennsylvania and in existence within five (5) years prior to the date of the Restrictive Covenant Agreement; and 3) Any Team or Franchise granted to, established in or entering or moving into the Commonwealth of Pennsylvania from outside the Commonwealth during the term of the Restrictive Covenant Agreement except for a Team or Franchise granted to, established in or entering or moving into the Commonwealth of Pennsylvania for the express purpose of establishing the stadium as its home; and for a period of five (5) years after any such relocation, any Team or Franchise defined in items 1, 2 and 3 which relocates to an area outside the Commonwealth of Pennsylvania.

The term "Team or Franchise" shall be defined to mean any professional baseball team operating under the Authority of Major/Minor League Baseball or any Independent Leagues as may be established, and any minor league authority, as may be established by Major/Minor League Baseball or other such organizations from time to time and/or teams affiliated with or sponsored or funded by Major League Baseball clubs.

SCHEDULE A

SOFT COST ITEMS

1. Design Fees incurred by the Authority
2. Additional Service Design Fees incurred by the Authority
3. Other Specialty Consultants incurred by the Authority
4. CM Fees incurred by the Authority as provided in the GMP Amendment
5. Geotechnical/Survey Fees incurred by the Authority
6. Builders Risk Insurance incurred by the Authority
7. Legal Fees of the Authority
8. Co. Clerk of Works Fees for the project
9. Plan Review Fees imposed by reviewing jurisdiction
10. Building Permit imposed by permitting jurisdiction
11. Testing & Inspection Fees for the project
12. Security Services incurred by the Authority
13. Utility Connection Fees to serve the project
14. Final Cleaning of the project
15. Reimbursable Costs incurred by the Architect engaged by the Authority
16. Financing Costs of the Authority

SCHEDULE B

ORDINARY MAINTENANCE ITEMS

(Not subject to payment or reimbursement from Capital Improvements Fund)

1. Stadium cleaning.
2. Field mowing/top seeding and playing field preparation.
3. Snow removal.
4. Parking lot/sidewalk sweeping.
5. Routine equipment service.
6. Touch-up painting.
7. Maintenance and touch-up repairs to fences, including outfield fence, walls and ceilings (including drywall repairs).
8. Office furniture and office equipment.
9. Routine maintenance of fire detection and suppression systems and equipment, including fire extinguishers and sprinkler systems.
10. Pest control and trash removal.
11. Routine maintenance of burglar alarm systems.
12. Routine maintenance of seating areas and railings (including the outfield berm).
13. Routine maintenance of the playground.
14. Routine maintenance of flooring, including carpeting.
15. Repair, maintenance and replacement of retail and concessions displays and concessions area equipment.
16. Maintenance of installed landscaping.
17. Routine maintenance of locker room stalls.
18. Routine repair and maintenance of Administrative and Groundskeeper offices/areas.

SCHEDULE C

DESIGNATED CAPITAL IMPROVEMENTS (Subject to approval and oversight of the Lessee Board Members)

1. Playing field maintenance - This shall not include repair as needed as the result of a non-baseball event. Costs for such maintenance/replacement would be provided for in the use permit. Includes major repairs such as warning track; irrigation system including pumps and piping; field drainage, sod repair and or replacement; and when appropriate a complete field replacement.
2. Caulking concrete restoration seating bowl.
3. Structure and Building Enclosure Systems – Includes maintenance/replacement of all structure and building enclosure systems including but not limited to steel superstructure; exterior closure i.e. metal panel, curtain wall, masonry; roofing and waterproofing; concrete slabs not seating bowl.
4. Painting of superstructure
5. M/E/P systems – Maintenance and Replacement. Includes replacement of major equipment including but not limited to water filtration; air handling units; emergency generator; pumps; compressors; emergency lighting; sprinkler system; transformers; etc. Includes service agreements on all equipment and work required due to the seasonal nature of the operation. Also includes replacement of public restroom fixtures and amenities.
6. Video board/Scoreboard/LED Systems – Includes maintenance and replacement of all A/V control room and sound system. Excludes replacement of light bulbs. Includes periodic upgrades to stay current with “state of the art.”
7. Sports lighting – Maintenance and replacement. Includes annual evaluation of lamp output to maintain MILB required light levels on the field. Includes annual evaluation by Gould/Evans and implementation of recommendations to maintain PBA accreditation.
8. Roofing and waterproofing – Maintenance and replacement.
9. Parking lot resurfacing and parking lot lighting maintenance. Includes work associated with curbing; resurfacing/patching; striping and any electrical upgrades a/o fixture replacement.
10. Elevator equipment including ADA lifts – Maintenance, service and replacement. Includes elevator cab finish replacement
11. Interior finish replacement – paint, flooring, ceilings.
12. Door and hardware replacement including security/keying system.
13. Stadium seat replacement including the aluminum bleachers and cup holders.
14. Stadium railing and/or drink rail top replacement.
15. Replacement of other non-FF&E furnished equipment such as induction warming units and under counter refrigerators in suites and disposals.

16. Foul ball netting – replacement.
17. Field wall and rail padding – replacement.
18. Landscape/hardscape – replacement
19. Suite and Club Level FF&E – replacement.
20. Home and visiting clubhouse FF&E – replacement.

Schedule 1.01(b)

Trademarks and Domain Names

Trademarks

1. “SWB” Stylized mark - Serial No. 74345980
2. Design mark - Serial No. 77269216.

Domain Names

1. www.swbyankees.com
2. www.swbyankees.org
3. www.swbyankees.net
4. www.redbarons.com

Schedule 1.01(d)

Properties and Assets

Location	Amount	Description
General Vehicles		
	1	Champs Van – 2002
	1	Forklift- 2009 (continued lease through Nov 2013)
	1	Simplicity Work Cart- 2010
Grounds and Field Equipment		
	2	14x50 Batting Tunnel Nets- 2010
	1	Big Bubba Backstop Net- 2010
	1	ATEC Pitching Machine- 2010
	1	175x175 Field Tarp- 2010
	1	Field Tarp Cover- 2010
	2	Self-Propelled Lawn Mowers- 2010
	1	Riding Lawn Mower- 2010
	3	Weed Wackers- 2007 through 2010
	1	Portable AC unit (Groundskeeper's Office)- 2007
	1	Kabota Tractor w/ Forks and Bucket- 2007
	1	Toro Workman- 2007
	1	Toro Infield Pro- 2007
	1	Toro Reelmaster- 2007
	1	Toro Workman HD w/ 200 gallon Sprayer- 2010 (continued lease through July 2014)
	1	Toro Greenmaster- 2010 (continued lease through July 2014)
	1	Toro Pro Sweep- 2010 (continued lease through July 2014)
	1	Toro Top Dresser- 2007
	1	Toro Roto Tiller- 2007
	1	Aerway Verti Slicer- 2009
	1	Verti-Drain Aerifier- 2010 (continued lease through Dec 2014)
	1	Buffalo Turbine Blower- 2010 (continued lease through Dec 2014)

Location	Amount	Description
	1	Reelcraft Hose Reel Trailer w/ Hose- 2007
	1	Hayter Deck Mower- 2008
	1	Ransomes Sod Cutter- 2008
	1	Paint Striper- 2007
	1	Edger- 2007
	1	Atom Edger- 2010
	1	Mantis Tiller- 2010
	1	Troy Built Tiller- 2007
	1	Lanco Trailer w/ Tarp Weights- 2007/2008
	1	Counter Weight Attachment for Kabota Tractor- 2007
	1	Mat Drag Attachment for Sand Pro- 2007
	1	Groomer Attachment for Sand Pro- 2007
	1	Nail Drag Attachment for Sand Pro- 2007
	1	Lesco Fertilizer Distributor- 2007
	1	Beacon Chalkbox- 2007
	1	Batter's Box Template- 2009
	1	Dayton Carpet Blower- 2008
	1	Toro Backpack Blower- 2010
	3	Pitchers L-Screen- 2007 through 2010
	1	1st Base Screen- 2007
	1	2nd Base Screen- 2007
	1	Outfielders Screen- 2007
	1	Ball Caddy- 2009
	1	3rd Base Screen- 2009
	1	Portable Pitchers Mound- 2007
	1	Infield Hip Grass Protector- 2007
	1	Roll Inca Mat Grass Protector- 2010
	4	6x12 Hitting Mats- 2007 through 2009
	2	14x50 Bullpen Rugs- 2010
Miscellaneous Items		
	3	Misc Carpet Vacuums- 2009

Location	Amount	Description
	ALL	Nortel Phone System- 2009 (continued lease through May 2011)
	6	Blower Vacs- 2009/2010
	1	Bay of Scaffolding- 2008
	3	Fiberglass Extension Ladders- 2007
	3	Black Rolling Rubbermaid Hoppers- 2009
	1	Walk-Behind Floor Scrubber- 2010
	2	CHAMP- Mascot Suits- 2008
	1	Hand Truck (Dolly)- 2007
	1	Portable Power Station- 2008
	25	Misc. 8ft Tables- 2007
	200	Misc. White Plastic Chairs- 2007 through 2010
	5	8x8 White Pop-Up Tents- 2010
	6	High Top Tables in Suites- 2008/2009
	24	High Top Chairs in Suites- 2008/2009
	4	High Top Stools in Suites- 2007
	4	Small Televisions (Flatscreens) in Suites- 2007
	1	Flatscreen TV (In Concourse for Lineups)- 2008
Front Office		
	ALL	Computer System (All Components)- 2007 through 2010
	1	Lanier Photocopier- 2009 (continued lease through March 2015)
	1	Hasler Mailing Machine- 2009 (continued lease through Jan 2015)
	1	Lanier Fax Machine- 2009 (continued lease through March 2015)
	1 full set	Office Furniture (Kristen Rose)- 2009
	1	Conference Room Table- 2008
	6	Conference Room Chairs- 2008
	1	Refrigerators- 2011
	1	Microwave- 2007
	1	Projector- 2009
	1	Projector Screen- 2010
	1	Binding Machine- 2008
1st Base Party Box		

Location	Amount	Description
	1	Flatscreen TV- 2009
	6	8ft Tables- 2007
	60	White Plastic Chairs- 2007
3rd Base Party Box		
	1	Flatscreen TV- 2009
	6	8ft Tables- 2007
	60	White Plastic Chairs- 2007
Public Address Booth		
	1	Mixer Board from Old Yankee Stadium- 2009
	2	Wireless Microphones- 2008
LF Pavilion		
	2	Flatscreen TV's- 2008
Home Clubhouse		
	25	Desk Chairs- 2009/2010
	2	8ft Tables- 2007
	6	White Plastic Chairs- 2007
	1	Couch (Family Room)- 2008
	1	Love Seat (Family Room)- 2008
	1	Deli Cart- 2007
	1	Mini Freezer- 2008
Visitor Clubhouse		
	2	8ft Tables- 2007
	35	White Plastic Chairs- 2007
Restaurant		
	6	Flatscreen TV's- 2008/2009

Schedule 1.02

Excluded Properties and Assets

Location	Amount	Description
	1	Ride on sucker
	1	Ride on brusher
Front Office		
<i>(10+ years old)</i>	9	Desks
<i>(10+ years old)</i>	41	Chairs/Stools
<i>(10+ years old)</i>	2	Small Lobby Tables
<i>(10+ years old)</i>	3	Outdoor Tables
	14	Sales Cubicles
	6	Marketing Cubicles
<i>(10+ years old)</i>	19	Filing Cabinets
Commissioner's Lounge		
		Misc food related items
<i>(10+ years old)</i>	ALL	Furniture
LF Pavilion		
<i>(10+ years old)</i>	40	Outdoor Chairs
<i>(10+ years old)</i>	12	Outdoor Tables
	16	Picnic Tables
Home Clubhouse		
	2	All televisions (except wall flatscreen)
	2	Desks
	7	Tables
	3	Trainers Tables
	4	Couches/Loveseats
	2	Washing Machines
	1	Dryer
	1	Ice Machine
	2	Whirlpools
Visitor Clubhouse		

Location	Amount	Description
<i>(10+ years old)</i>	2	Desks
<i>(10+ years old)</i>	2	Filing Cabinets
<i>(10+ years old)</i>	3	Trainers Tables
<i>(10+ years old)</i>	1	Washing Machine
<i>(10+ years old)</i>	1	Dryer
<i>(10+ years old)</i>	1	Ice Machine
<i>(10+ years old)</i>	1	Whirlpool
Concession Stand #1		
<i>(10+ years old)</i>	1	Walk-In Cooler
<i>(10+ years old)</i>	1	Walk-In Freezer
Concession Stand #2		
<i>(10+ years old)</i>	1	(Mini) Walk-In Cooler
Concession Stand #3		
<i>(10+ years old)</i>	1	Walk-In Cooler
Concession Stand #4		
<i>(10+ years old)</i>	1	Walk-In Cooler
Concession Stand #5		
<i>(10+ years old)</i>	1	(Mini) Walk-In Cooler
<i>(10+ years old)</i>	1	Ice Machine
<i>(10+ years old)</i>	1	Under Counter Cooler
Concession Stand #6		
<i>(10+ years old)</i>	1	(Mini) Walk-In Cooler
<i>(10+ years old)</i>	1	Ice Machine
<i>(10+ years old)</i>	1	Under Counter Cooler
Concession Stand #8		
<i>(10+ years old)</i>	1	(Mini) Walk-In Cooler
<i>(10+ years old)</i>	1	Ice Machine
<i>(10+ years old)</i>	1	Under Counter Cooler
Commissary		
<i>(10+ years old)</i>	1	Walk-In Cooler
<i>(10+ years old)</i>	1	Walk-In Freezer

Location	Amount	Description
<i>(10+ years old)</i>	1	Ice Machine
Portables		
<i>(10+ years old)</i>	6	4-Tap Beer Units
Restaurant		
<i>(10+ years old)</i>	ALL	Furniture
<i>(10+ years old)</i>	2	Walk-In Cooler
<i>(10+ years old)</i>	1	Walk-In Freezer
<i>(10+ years old)</i>	1	Walk-In Cooler
<i>(10+ years old)</i>	1	Walk-In Freezer
<i>(10+ years old)</i>	3	6-Tap Draft System

Schedule 3.02

Conflicts

As of the date hereof and pursuant to the Seller's Certificate of Incorporation, the term of existence of the Seller is set to expire on April 25, 2035. Pursuant to the Stadium Lease Agreement, the Seller intends to authorize articles of amendment for the purpose of increasing the Seller's term of existence to be fifty (50) years from the date of approval.