



September 19, 2006

Hon. Robert C. Cordaro, Chairman
Lackawanna Board of Commissioners
Lackawanna County Administration Building – 6th Floor
200 Adams Avenue
Scranton, PA 18503

RE: Consulting for the Lackawanna Board of Commissioners/Lackawanna
County Stadium Authority

Dear Commissioner Cordaro:

The purpose of this letter agreement (“Agreement”) is to set forth the terms and conditions that have been agreed upon by Mandalay Baseball Properties LLC (“MBP and/or Consultant”) and the Lackawanna County Board of Commissioners/Lackawanna County Stadium Authority (“LCBC/LCSA”) (collectively the “Parties”) regarding consulting services provided by Consultant to LCBC/LCSA.

In this regard, the parties have agreed as follows:

1. **Term** – The term of this Agreement (the “Term”) will commence on September 20, 2006 and will continue through a mutually agreed upon future date.
2. **Services** – Consultant shall provide non-exclusive consulting services to LCBC/LCSA during the Term. Consultant’s efforts shall be focused on analyzing and evaluating the following areas of the LCBC/LCSA’s International League Scranton/Wilkes-Barre Red Barons team and Lackawanna County Stadium management and operations:
 - With respect to team management, the areas to be analyzed and evaluated will include, but not be limited to: team employee hiring and supervision; season ticket sales; group ticket sales; sponsorship sales; private suite and premium seating sales; marketing; promotions; advertising; public relations; media relations; community relations; financial reporting; merchandise; concessions; and all business operations related to the team not under the control of its major league affiliate.

- With respect to stadium management, the areas to be analyzed and evaluated will include, but not be limited to: stadium employee hiring and supervision; exterior/interior maintenance and repairs; inventory of supplies and equipment; security and security personnel; grounds keeping and field maintenance; customer service personnel including ticket sellers, ticket takers and ushers; the activities and performance of the concessionaire and ticketing company; parking; and the scheduling of any non-team events.

Consultant will take direction from and report directly to you as Chairman of the Lackawanna County Board of Commissioners and shall provide both a written and oral report at the conclusion of the Term, or as otherwise requested.

2. Confidentiality – All information and materials provided to Consultant by LCBC/LCSA to assist Consultant in the performing of its obligations hereunder, shall be held in strictest confidence by Consultant. Any materials containing any such confidential information shall be returned to LCBC/LCSA, at its request, at the expiration or termination of the Agreement. This confidentiality shall survive the Term and the duties and obligations set forth in this paragraph shall be reciprocal with respect to any confidential information received by LCBC/LCSA from Consultant. The Parties further agree that the terms of the Agreement, including without limitation financial terms and consideration received by either Party, shall be deemed confidential information.

3. Indemnification – LCBC/LCSA shall, and hereby does undertake to hold Consultant free and harmless from and indemnify Consultant against any and all loss to, claims of, damages to, expenses of, or injuries to any person, property (including reasonable outside attorney's fee incurred by Consultant), which may be claimed or levied against Consultant, based upon, or relating to, any of Consultant's services hereunder. This indemnity shall survive any termination or expiration of the Agreement. Consultant agrees to indemnify LCBC/LCSA and hold LCBC/LCSA harmless from and against all liability, including actions, claims, damages, costs and reasonable outside attorney's fees, which LCBC/LCSA may incur resulting from negligence, gross negligence or willful misconduct on Consultant's part during the fulfillment of Consultant's obligations hereunder.

4. Governing Law – The rights and obligations of the Parties hereto shall be governed by and construed in accordance with the internal substantive laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania's choice of law doctrine. Each Party hereby irrevocably and unconditionally agrees not to commence any legal action relating to the Agreement except in a state or federal court located in Lackawanna County and agrees not to plead or claim in any such court that any such action brought has been brought in an inconvenient forum.

5. Status of Parties – At all times during the Term of the Agreement, Consultant and LCBC/LCSA shall be and remain independent contractors, and nothing contained in the Agreement shall be deemed or construed as creating any sponsorship, joint venture, agency or employment relationship between the parties or their respective agents, employees or representatives, other than that of independent contractors. Further, at no time shall Consultant have the power or authority to bind LCBC/LCSA to any obligation of any type or kind.

6. Effect – The Parties hereby acknowledge that the services provided under the Agreement are unique and personal in nature. The Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and to their respective successors and permitted assigns.

7. Entire Agreement – The Agreement expresses and contains the entire Agreement between the Parties, and supersedes and replaces any prior or contemporaneous agreements, understandings, or arrangements between the Parties, whether verbal or written. The Agreement may not be modified or amended except by a written instrument signed by both Parties.

8. Headings – The headings contained in the Agreement are for reference and convenience purposes only and are not to be used or construed in the interpretation of the terms and provisions of the Agreement.

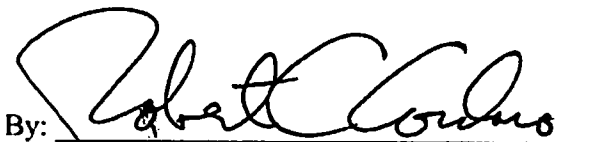
If the foregoing meets with your understanding of the agreement between LCBC/LCSA and MBP regarding the Agreement, please so indicate by signing, dating and returning this copy of the Agreement.

Sincerely,
Mandalay Baseball Properties LLC

By: 

Henry E. Stickney, Principal/CEO

AGREED AND ACCPTED:

By: 

Robert C. Cordaro, Chairman
Lackawanna County Board of Commissioners