

MANAGEMENT AGREEMENT

Management Agreement dated as of April 4, 2007 ("Agreement") by and between SWB YANKEES LLC, a Delaware limited liability company ("Manager"), and MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, a Pennsylvania municipal authority ("Owner"). Certain capitalized terms used in this Agreement are defined in Schedule A annexed hereto. Certain other capitalized terms are defined elsewhere herein and the locations of such terms are referenced in Schedule A annexed hereto.

RECITALS

WHEREAS, Owner owns the (i) right to operate a Triple A member club (the "Team") of the International League of Professional Baseball (the "International League"), which during 2006 played under the name "Scranton/Wilkes-Barre Red Barons" and (ii) Existing Stadium;

WHEREAS, Owner desires to engage Manager to manage the Events; and

WHEREAS, Manager desires to accept such engagement, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, the representations and warranties, covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I MANAGEMENT OF EVENTS

Section 1.1 Engagement of Manager. Subject to the terms and conditions hereof, Owner hereby engages Manager, and Manager hereby accepts such engagement, to be the sole and exclusive manager of the Events during the Term with sole responsibility and full control and discretion in the operation, direction, management and supervision of the Events. Subject to the consent of Owner (which consent shall not be unreasonably withheld, delayed or conditioned) and required Baseball Approvals, if any, Manager shall have the right to delegate all or a portion of its duties and responsibilities hereunder to subcontractors or agents including, without limitation, Affiliates of Manager. Manager hereby acknowledges and confirms that neither Manager (or any of its personnel) nor any subcontractor or agent, if any, covered by the immediately preceding sentence shall be, or be deemed to be, an employee of Owner.

Section 1.2 Authority of Manager.

(a) Subject to the contractual and legal obligations and other restrictions described on Schedule 1.2(a) annexed hereto, Sections 1.3 and 1.4, and all applicable Baseball Requirements, the powers of Manager with respect to the Events shall be plenary. Manager, to the extent of its authority, is an agent of Owner for the purpose of the Events, and the actions of Manager taken in accordance with such authority shall bind Owner and the Team.

Without limiting the generality of the foregoing, Manager shall be authorized to make decisions and take actions with respect to, among other matters:

(i) non-owner employee hiring, supervision and replacement (such employees to include, without limitation, groundskeepers and other field maintenance personnel, janitorial and general maintenance personnel, ticket takers, ushers, "hawkers" and other concessionaire personnel, parking attendants, customer service representatives, announcers, accounting, financial and administrative personnel, Team mascots, medical professionals, ambulance attendants, and safety, security and crowd control personnel); it being understood that Manager shall use commercially reasonable efforts to continue the employment of the staffs of the Team and Existing Stadium in existence as of September 30, 2006, subject to Manager's ongoing, good faith evaluations of such staff members, and such related staffing and personnel decisions Manager may hereafter make in its reasonable discretion;

(ii) compliance with all Baseball Requirements and PDC requirements applicable to the Team (including, without limitation, payment of all dues and assessments (special or otherwise)) and/or Stadium (including, without limitation, requirements relating to field configuration);

(iii) subject to all applicable Baseball Requirements, participation in the establishment of the Team's International League baseball season schedule;

(iv) using commercially reasonable efforts, subject to Section 1.2(c), to cause all home regular season and playoff baseball games of the Team to be played at the Stadium, provided that, subject to all applicable Baseball Requirements, up to two (2) regular season home games per International League season may be scheduled at the home stadium of the New York Yankees Major League Baseball team;

(v) Team individual game, multi-game package, promotional, group and season ticket sales;

(vi) Stadium suite and premium seating sales for the Events;

(vii) subject to all applicable Baseball Requirements, the size, format and written and graphic content (including, without limitation, advertising and promotions) placed on all tickets and any other type of admission pass or document to the Events;

(viii) Radio, television and other media contracts, whether now known or hereinafter developed, for the broadcast or other exploitation of baseball games participated in by the Team;

(ix) subject to all applicable Baseball Requirements, all graphic and electronic advertising, sponsorships, promotions, marketing and naming rights in, on or about the Stadium (including, without limitation, the placement of additional graphic

and electronic advertising signs, billboards and kiosks in, on or about the Stadium) and on uniforms of the Team;

- (x) public relations, media relations and community relations;
- (xi) concession and merchandise sales, and all other revenue generating operations relating to the Events not otherwise specifically covered hereunder;
- (xii) promotional events, contests and merchandise;
- (xiii) Team-related travel and lodging;
- (xiv) creation and maintenance of inventories of supplies and equipment relating to the Events;
- (xv) arrangement of all gas, electricity, telephone and other utilities necessary for the Events;
- (xvi) arrangement of trash removal and disposal, and other related services at the Stadium following its use for the Events;
- (xvii) collection of Revenues and cash management services relating thereto;
- (xviii) Events book and record maintenance, internal accounting and business administration;
- (xix) financial reporting for Events including, without limitation, delivery to Owner of unaudited monthly financial statements without footnotes, prepared in accordance with GAAP, within thirty (30) days following the end of each month during the Term and [audited][unaudited annual financial statements without footnotes,]¹ prepared in accordance with GAAP, within ninety (90) days following the end of each Fiscal Year included within the Term;
- (xx) subject to Section 2.3 and Section 2.4(a), ordinary and customary maintenance of, and repairs to, the Stadium and equipment used in the conduct of, and in preparation for, the Events; and
- (xxi) payment of all customary and normal operating expenses relating to the Events out of Revenues; it being understood that any payment obligation arising under the Stadium Bonds or which is not directly related to the Events shall not be satisfied from the application of Revenues.

(b) Manager shall cause the Baseball Operations to be conducted at all times in a professional, businesslike and efficient manner consistent with the operations of other comparable Minor League Baseball teams and stadiums. Manager shall use its best efforts to

¹ Need for audited financial statements to be discussed.

perform its duties and make its recommendations in compliance with the contracts and laws set forth on Schedule 1.2(b) annexed hereto. Expenditures made by Manager on account of the Baseball Operations shall be reasonable and prudent, and for the primary benefit of the Stadium and/or Team. Subject to the first (1st) sentence of this Section 1.2(b), nothing contained herein shall preclude, prevent or be a limitation upon Manager acting for itself or for others, or being a partner in a partnership, a stockholder in a corporation or otherwise involved in any other entity engaged in the ownership and/or operation of baseball teams, ballparks or other ventures similar to the Team and Baseball Operations.

(c) Manager shall be excused from performing any obligation set forth herein in the event and/or for so long as the performance of any such obligation is prevented, delayed, retarded or hindered by reason of Force Majeure or any other cause, whether similar or dissimilar, not within the reasonable control of Manager.

Section 1.3 Limitations on Manager's Authority.

(a) Notwithstanding Section 1.2, Manager shall not take any action with respect to any of the following items without the prior written approval of Owner, which approval shall not be unreasonably withheld, delayed or conditioned:

(i) entry into a new line of business outside of, or inconsistent with, the Baseball Operations;

(ii) dispose of, in one transaction or a series of related transactions, any Team and/or Stadium assets or property having a value in excess of One Hundred Thousand Dollars (\$100,000), other than any such assets or property (i) sold in the ordinary course of the Baseball Operations or (ii) which has become damaged or obsolete;

(iii) creation of any Encumbrance upon any material Team and/or Stadium asset or property;

(iv) entry into any guarantee of, or obligation for, borrowed money under which Owner has payment liability; and

(v) entry into any material agreement or arrangement with respect to the Baseball Operations that provides for monetary or other commitments on the part of Owner after the Term ("Owner Commitment Contract").

(b) Notwithstanding Section 1.2, Manager, with respect to the actions set forth on Schedule 1.3 annexed hereto, shall only take such actions in compliance with the applicable laws, rules and regulations specifically referenced on such schedule.

(c) Manager hereby acknowledges and confirms that it has been advised by Owner that the right to offer, sell and serve alcoholic beverages (the "Alcoholic Beverage Right") at Events is currently held by a Person other than Owner. If Owner shall reacquire the Alcoholic Beverage Right during the Term, then, notwithstanding Section 1.2, Owner shall have the right, until such time, if any, that Manager shall otherwise determine, to

make all decisions and determinations regarding (i) the policies and procedures pertaining to alcohol sales and service to customers at Events and (ii) alcohol awareness program training of servers and other providers of alcoholic beverages at Events. For so long as the Alcoholic Beverage Right is not held by Manager, Owner hereby acknowledges and confirms that Manager shall have no liability with respect to the offer, sale or service of alcoholic beverages at Events.

Section 1.4 Partnership Decisions. Notwithstanding Section 1.2, neither Manager nor Owner shall have any power or authority to make any (i) managerial-, coach- or player-related, or other on-field decisions relating to the Team or (ii) decisions regarding the Team name (including, without limitation, changes thereto). All such decisions shall be made exclusively by the Partnership in its sole and absolute discretion and shall be subject to receipt of all required Baseball Approvals; provided, however, that the Partnership shall consult with Owner prior to taking any action with respect to the name of the Team. Each of Manager and Owner hereby acknowledges and confirms that the Partnership is an express third party beneficiary for all purposes of this Section 1.4.

Section 1.5 Insurance.

(a) Manager shall obtain and maintain, at its sole cost and expense, throughout the Term a professional liability insurance policy relating to Manager's performance of its obligations hereunder and a general liability insurance policy in such amounts as Manager shall reasonably determine to be necessary in order to provide adequate coverage for Manager. Manager shall cause Owner to be named as an additional insured under such policies throughout the Term. All insurance policies relating to such insurance coverage shall provide that they may not be cancelled, renewed or reduced unless at least thirty (30) days notice thereof has been provided to Owner and Manager.

(b) Manager shall obtain and maintain, at its sole cost and expense, throughout the Term an automobile insurance policy with respect to each automobile used by its personnel in the conduct of, and preparation for, the Events in such amount as Manager shall reasonably determine to be necessary in order to provide adequate coverage for the insureds covered by such insurance policy.

(c) Manager shall be solely responsible for securing, at its own expense, whatever insurance coverage it may desire on its personal property located at the Stadium.

(d) Manager shall provide workers' compensation coverage for its employees as may be required by applicable law.

Section 1.6 Management Fee. With respect to each Fiscal Year included within the Term, Manager shall be entitled to retain for its own account, from time to time, the Revenues in an aggregate amount not to exceed the Management Fee, provided that the Annual Payment on account of the immediately preceding Fiscal Year shall have been previously paid in full to Owner. Each Management Fee shall be fully earned on January 1st of the Fiscal Year on account of which such payment is due. Owner shall not, directly or indirectly, create or, except for the Encumbrances set forth on Schedule 1.6 annexed hereto, suffer to exist any Encumbrance,

restriction or limitation, whether by agreement or otherwise, on the ability of Manager to receive the Management Fee or any other amount payable to Manager hereunder.

Section 1.7 Preparation of Financial Statements. Manager shall use commercially reasonable efforts to cause its accountants to reasonably cooperate with all requests made by Owner's accountants as to the scope and presentation of the financial statements delivered to Owner under Section 1.2(a)(xviii).

ARTICLE II

RIGHTS AND OBLIGATIONS OF OWNER

Section 2.1 Exclusive Possession and Use.

(a) Owner shall take all such action as shall be necessary or which Manager shall otherwise reasonably request in order to ensure that (i) Manager and the other Persons providing services hereunder shall (A) have access to the Stadium and all surrounding areas owned or otherwise controlled by Owner for purposes of fulfilling Manager's obligations hereunder and (B) quietly enjoy the rights afforded to Manager under this Agreement without hindrance, disturbance or molestation by Owner or any other Person and (ii) subject to the possession and use rights set forth on Schedule 2.1(a) annexed hereto, the Team shall be entitled to the exclusive possession and use of the Stadium and all ancillary facilities (e.g., parking lots) during the Events. Owner hereby acknowledges and confirms that the scheduling of the Events shall be accorded the highest priority vis-à-vis any other non-Event to be held at the Stadium.

(b) Owner shall not permit any non-Event to be conducted at the Stadium that, in the judgment of Manager, would (i) conflict with or otherwise interfere in any way with the Team's use and preparation for Events at the Stadium or (ii) render the playing field at the Stadium unsuitable for any Event involving Baseball Operations.

(c) Owner shall not agree to, or otherwise permit, any use of the Stadium by any professional or other baseball league, team or organization without the prior written consent of Manager.

(d) Except for the Encumbrances set forth on Schedule 2.1(d) annexed hereto, Owner shall maintain its ownership of the right to operate the Team free and clear of all Encumbrances.

(e) Owner shall not, directly or indirectly, amend, modify or otherwise supplement the terms and conditions relating to the Team's use of the Stadium or any other aspect of the Baseball Operations in a manner less favorable to the Team and/or Owner than as in effect as of the date hereof without the prior written consent of Manager (which consent shall not be unreasonably withheld, delayed or conditioned).

Section 2.2 Remittance of Certain Revenues.

(a) Within thirty (30) days following the Effective Date, Owner shall remit to such bank account as Manager shall designate (provided that such account shall be maintained with a commercial bank either located within Pennsylvania or which transacts

business in Pennsylvania) all amounts received by Owner or any of its Affiliates relating to the Team or Baseball Operations. Subject to Manager's reasonable approval, Owner shall have the right to withhold from such remittance any amounts in respect of normal operating costs and expenses of the Team or Baseball Operations actually paid by, and not previously reimbursed to, Owner. All amounts covered by this Section 2.2(a) which are received by Owner and its Affiliates shall be held in a constructive trust for the benefit of Manager and segregated from other property or funds of Owner and its Affiliates until the proper amount thereof is remitted to Manager. Concurrently with the making of such remittance, Owner shall deliver to Manager a reasonably detailed sources and uses statement for all amounts covered by this Section 2.2(a). Upon the written request of Manager, Owner shall make available for inspection and audit by Manager and its auditors all books and records relating to any amount covered by this Section 2.2(a). Owner shall have the right to deliver to Manager any invoice received by Owner after the Effective Date relating to the Team or Baseball Operations prior to the Effective Date. Subject to Manager's receipt of all background and supporting documentation regarding such invoice as Manager may reasonably request, Manager shall cause such invoice to be promptly paid out of the Revenues.

(b) Owner hereby acknowledges and confirms that neither it nor any of its Affiliates shall have any right to retain any amount constituting Revenues received by Owner or any such Affiliate from and after the Effective Date. Owner shall cause any amount so received by it or any of its Affiliates to be remitted, within fifteen (15) days of such amount's receipt, to such bank account as Manager shall designate (provided that such account shall be maintained with a commercial bank either located within Pennsylvania or which transacts business in Pennsylvania). Owner shall further cause any amount so received by it or any of its Affiliates to be held in trust for the benefit of Manager and segregated from other property or funds of Owner and its Affiliates until remitted to Manager in accordance with the immediately preceding sentence.

Section 2.3 Artificial Turf Replacement. Owner, at its sole cost and expense, shall cause the existing artificial field playing turf at the Existing Stadium to be replaced with a natural grass playing field (the "Replacement Field") prior to the commencement of the 2007 International League regular season. The composition and condition of the Replacement Field shall be (i) in strict accordance with the written Replacement Field proposal previously delivered to representatives of Manager and (ii) compliant with all applicable International League and Minor League Baseball requirements. The Replacement Field shall be supported by player safety, irrigation and drainage systems acceptable to Manager. Manager hereby acknowledges and confirms that it has been retained by Owner as a consultant with respect to the Replacement Field and in such capacity has been afforded the opportunity to provide consulting-related input to Owner concerning the Replacement Field.

Section 2.4 Maintenance, Repairs and Improvements.

(a) Subject to Section 2.3, Manager hereby acknowledges and confirms to the best of its actual knowledge (without having made any design, structural, environmental or other inspection) that as of the date of this Agreement the Existing Stadium is in good condition and repair. Subject to Section 2.3, Manager shall be solely responsible for all routine, normal maintenance, repair and operating fees, costs and expenses that are related to, or

arise in connection with, the conduct of the Events. Notwithstanding the foregoing, neither Manager nor Owner shall be responsible for any such fees, costs and expenses which arise out of, or otherwise result from, any willful, fraudulent or negligent acts or omissions of the other party hereto or any of such other party's employees, agents or other representatives.

(b) Owner shall be solely responsible for any and all maintenance, repairs, improvements and operating fees, costs and expenses not otherwise covered by Section 2.4(a). Such fees, costs and expenses to include, without limitation, those which are (i) structural in nature; (ii) in the nature of capital repairs or replacements; (iii) in the nature of permanent improvements or fixtures; or (iv) non-routine, extraordinary or abnormal in nature (as reasonably determined by Manager and Owner). Manager shall have the right at any time, and from time to time, during the Term to request that Owner cause the maintenance, repairs or improvements covered by this Section 2.4(b) to be made. Unless Owner shall reasonably object to any such request made by Manager, Owner shall promptly retain such qualified and experienced professionals as shall be necessary to cause the requested maintenance, repairs or improvements to be completed timely in a good and workmanlike manner by qualified and experienced professionals. Owner shall endeavor to minimize interference with the conduct of the Events during the making of any maintenance, repairs or improvements pursuant to this Section 2.4(b). Notwithstanding the foregoing, if there is a need for Emergency Repairs and Owner is unable or unwilling to undertake such repairs immediately, Manager shall have the right, but not the obligation, to retain, at Owner's sole cost and expense, such qualified and experienced professionals as shall be necessary to cause the Emergency Repairs at issue to be completed. Owner shall reimburse Manager for any costs and expenses incurred by Manager under this Section 2.4(b) within seventy-five (75) days after delivery of an invoice therefor to Owner. If Owner shall fail to timely reimburse Manager in accordance with the immediately preceding sentence, then Manager, in addition to any other available rights and remedies, shall have the right to offset the unpaid costs and expenses at issue against any payments required to be paid by Manager to Owner on account of the Annual Payment or otherwise. To the extent practicable, in the event Manager shall initiate any Emergency Repairs, Manager shall endeavor to obtain and record a "no lien stipulation" for all work to be performed in connection with such Emergency Repairs. Notwithstanding the foregoing, Owner reserves the right to object to any Emergency Repair that Owner reasonably determines to be unnecessary or excessive.

Section 2.5 Insurance.

(a) During the Term, Manager shall use a portion of the Revenues to maintain the following types of insurance on behalf of Owner:

(i) property insurance against damage or destruction to the Stadium on an "all risk" basis for the full replacement value thereof, 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

(ii) general liability insurance, umbrella liability insurance, and automobile liability insurance on terms and conditions, and with limits that are at least

substantially equivalent to the terms, conditions and amounts of Owner's insurance policies in effect as of the date hereof, copies of which have been provided to Manager.

(b) All insurance policies referred to in Section 2.5(a) shall provide that they may not be cancelled, renewed or reduced unless at least thirty (30) days notice thereof has been provided to Owner and Manager.

(c) Owner shall provide, at its sole cost and expense, workers' compensation coverage for its employees as may be required by applicable law.

(d) Manager, its members and any of their respective Affiliates, shall be additional insureds for purposes of the Events under the liability insurance policies referred to in Section 2.5(a)(ii).

(e) To the extent Owner is entitled to coverage under Manager's liability insurance policies referred to in Section 1.5, such policies shall apply on a primary basis and the policies referred to in Section 2.5(a)(ii) shall apply on an excess basis.

(f) In the event the insurance policies referred to in Section 2.5(a)(ii) apply to more than one (1) location, such policies shall provide that the per occurrence and aggregate limits shall apply separately with respect to each location.

(g) All insurance against loss or damage to property and business interruption referred to in Section 2.5(a)(i) shall be endorsed to provide that any release from liability of, or waiver of claim for, recovery from Manager entered into in writing by Owner prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing, further, that the insurer waives all rights of subrogation which such insurer might have against Manager. To that end, all insurance policies providing insurance coverage against loss or damage to property and business interruption shall either be endorsed, or shall contain in the body of said policy, the following language: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party of loss occurring to the property described herein," or such other language substantially equivalent thereto.

(h) Without limiting any release or waiver of liability or recovery set forth in any other provision of this Agreement, but rather in confirmation and furtherance hereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of fire, business interruption, or other perils, events or happenings insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

Section 2.6 International League Representative.

(a) Owner shall promptly take all such actions and execute such documents as may be necessary to cause Jeremy Ruby, or such other individual as designated from time to time by Owner (following good faith consideration of any individual recommended by Manager), to be designated as the representative of the Team to the International League and the "Ultimate Authority" to act on behalf of the Team on all matters. Owner and Manager shall

cause each of Jeremy Ruby and any other individual designated by Owner under this Section 2.6(a) to not take any action in contravention of Section 1.2(a)(iv) or Section 1.3.

(b) Upon the written request of Manager, Owner shall promptly take all reasonable action necessary to remedy such act(s) and/or omission(s) of the individual (the "UA Individual") acting as the representative of the Team to the International League and the "Ultimate Authority" to act on behalf of the Team on all matters in the event that Manager shall have reasonably determined that such individual has (i) taken any action or failed to take any action attributable to fraud, bad faith, negligence or misconduct that has had, or is reasonably likely to have, a Material Adverse Effect; (ii) committed a violation of the Baseball Requirements; or (iii) taken any action that in any way causes embarrassment to be suffered by the Team, Manager, the members of Manager (or any of their respective Affiliates) by reason of acts, omissions or portrayals that (A) are illegal, vulgar, obscene or offensive; (B) disparage or derogate the Team, Manager, the members of Manager (or any of their respective Affiliates); (C) portray the Team, Manager, the members of Manager (or any of their respective Affiliates) in a false, competitively adverse or poor light; or (D) knowingly adversely diminishes the value of the Team or Manager's rights under this Agreement ("Remedy Request"). In the event that after a period of at least thirty (30) days following delivery of the Remedy Request, Manager shall remain, in its reasonable judgment, dissatisfied with the UA Individual for one (1) or more of the reasons set forth in clauses (i) through (iii) of the immediately preceding sentence, despite the remedial action, if any, taken by Owner, then Manager shall have the right to deliver to Owner a written request for the removal of the UA Individual ("Removal Request"). Upon receipt of a Removal Request, Owner shall promptly consult in good faith with Manager and give due and reasonable consideration as to whether the UA Individual should be removed; it being understood, however, that Owner shall have the sole right to remove the UA Individual and appoint his or her replacement.

Section 2.7 Utility Rates. Owner shall use its best efforts to negotiate long-term discounted utility charges from public and private utilities which provide water, sewage, gas, electric, and waste transfer and recycling services to the Stadium.

Section 2.8 No Impositions. During the Term, Owner shall use its best efforts to not permit the (i) imposition, levy, assessment or collection of any Imposition ("New Imposition") with respect to any aspect of the Events, other than Impositions in effect as of the date of this Agreement ("Existing Impositions") or (ii) increase of any Existing Imposition. In furtherance of its obligations under the immediately preceding sentence, Owner 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 Events or increase any Existing Imposition.

Section 2.9 Annual Payment. Manager shall cause, within ninety (90) days following the end of each Fiscal Year included within the Term, a payment to be made to Owner in an amount equal to one-third (1/3) of the Collected Net Income attributable to such Fiscal Year (the "Annual Payment"); provided, however, that the amount of each Annual Payment shall not be less than One Hundred Twenty-Five Thousand Dollars (\$125,000). Each Annual Payment shall first become fully payable on December 31st of the Fiscal Year on account of which such payment is due. The funding for the making of Annual Payments shall be sourced and funded exclusively from Collected Net Income. In the event that Collected Net Income for any Fiscal

Year is insufficient to pay the Annual Payment due on account thereof in full, Manager shall not be in breach of the Agreement and the amount of such deficiency shall be added to the immediately succeeding Fiscal Year's Annual Payment obligation, provided that Manager shall endeavor to cure such deficiency as soon as practicable during such succeeding Fiscal Year following Manager's receipt of Revenues not otherwise needed for the conduct of the Events. Notwithstanding the foregoing, Manager shall cause a payment on account of the Annual Payment due for the 2007 Fiscal Year in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) to be made to Owner on or before August 1, 2007.

ARTICLE III **TERM; TERMINATION**

Section 3.1 Term. The initial term of this Agreement shall commence on the Effective Date and end on October 1, 2010 (the "Initial Term"). Thereafter, this Agreement may be extended by Manager for an additional four (4) year-period ending on October 1, 2014 (the "First Renewal Term") by delivery of an extension notice to Owner no later than June 30, 2010, provided that Manager is not in material breach of its obligations hereunder at the time such extension notice is delivered. If Manager shall have so extended this Agreement, then Manager shall have the further right to extend this Agreement for an additional four (4) year-period ending on October 1, 2018 (collectively with the Initial Term and First Renewal Term, the "Term") by delivery of an extension notice to Owner no later than June 30, 2014, provided that Manager is not in material breach of its obligations hereunder at the time such extension notice is delivered.

Section 3.2 Termination by Owner.

(a) At any time that Owner reasonably determines in good faith that a Cause Event has occurred, Owner shall deliver notice to Manager, which notice shall specify in reasonable detail the grounds supporting the Cause Event and provide Manager with the lesser of (i) ninety (90) days or (ii) the number of days remaining in the Term to cure such Cause Event (the "Cause Event Notice"), provided that if (A) the aforesaid Cause Event cannot be cured within the cure period covered by clause (i) or clause (ii), as applicable, of this sentence and (B) Manager has promptly commenced to take all action necessary to cure such Cause Event, then Manager shall be afforded an additional period of time as shall be necessary to cure the Cause Event at issue. If Manager cures the breach within the applicable time period specified in the immediately preceding sentence, the Cause Event Notice relating to such breach shall be disregarded and this Agreement shall continue in full force and effect. If Manager has not substantially cured the Cause Event within the applicable time period provided for in this Section 3.2(a), then this Agreement shall terminate as of the last day of such time period. Without prejudice to Owner's termination right set forth in the immediately preceding sentence, Owner shall have the right, but not the obligation, to pay or otherwise cure the Cause Event and recover the amount expended by Owner in curing such Cause Event from Manager. Any termination of this Agreement under this Section 3.2 shall be without prejudice to any other rights and remedies, if any, available to Owner under applicable law in connection therewith.

(b) Owner shall be under no obligation to continue under this Agreement during the First Renewal Term or Second Renewal Term if the Team shall not be

covered by a PDC with the Partnership providing for a term equal to the First Renewal Term or Second Renewal Term, as the case may be.

(c) Owner shall have the right, but not the obligation, to terminate this Agreement by delivery of notice to Manager upon the occurrence of (i) any Bankruptcy Event of Manager or (ii) the dissolution of Manager.

Section 3.3 Termination by Manager.

(a) At any time that Manager reasonably determines in good faith that a breach in the performance of any material covenant or obligation of Owner has occurred hereunder, Manager shall deliver notice to Owner, which notice shall specify in reasonable detail the material covenant so determined by Manager to have been breached by Owner and provide Owner with the lesser of (i) ninety (90) days or (ii) the number of days remaining in the Term to cure such breach (the "Termination Notice"). If Owner cures the breach within the time period specified in the Termination Notice, such notice shall be disregarded and this Agreement shall continue in full force and effect. If Owner has not cured the payment breach or substantially cured any other type of breach, as the case may be, within the time period specified in the Termination Notice, then this Agreement shall terminate as of the last day of such time period. Without prejudice to Manager's termination right set forth in the immediately preceding sentence, Manager shall have the right, but not the obligation, to pay or otherwise cure the breach of this Agreement by Owner at issue and recover the amount expended by Manager in curing such default from Owner. Any termination of this Agreement effected under this Section 3.3 shall be without prejudice to any other rights or remedies, if any, available to Manager under applicable law in connection therewith.

(b) Manager shall have the right, but not the obligation, to terminate this Agreement by delivery of written notice to Owner upon the occurrence of any of the following events:

(i) the Team shall not be covered by a PDC with the Partnership;

(ii) any Bankruptcy Event of Owner;

(iii) Owner ceases to operate as a distinct county governmental authority, whether by reason of dissolution, annexation, consolidation or otherwise, and the Person succeeding to Owner's rights in the Team and Stadium is neither Lackawanna County, Pennsylvania nor a municipal authority thereof;

(iv) Manager reasonably determines that the effect of one (1) or more New Impositions and/or increases in Existing Impositions has made the continued conduct of the Baseball Operations economically unfeasible; or

(v) the Stadium is condemned or Manager reasonably determines that the Stadium is substantially damaged or has been otherwise rendered substantially untenable; provided, however, if any event covered by this clause (v) shall occur other than during any regular season and, if applicable, post-season of the

Team, Owner shall be afforded a reasonable period of time (which in no event shall extend into the next regular season of the Team) to remediate such event.

Section 3.4 Fee Upon Termination. Upon termination of this Agreement, for whatever reason, any fees, costs or expenses earned and accrued hereunder but not yet paid to Manager or Owner shall be payable at the time of such termination, provided that if the effective date of such termination shall be prior to the end of the then current Fiscal Year, then the Management Fee due to Manager shall be calculated by Manager in good faith by annualizing the results of the Events through the effective date of such termination.

Section 3.5 Obligations Upon Termination. Following the termination of this Agreement, (i) neither Owner nor Manager shall thereafter have any obligation or liability owing to the other, except for any such obligation or liability (A) resulting from any breach of this Agreement occurring prior to the effective date of termination and (B) in respect of any payment required to be made under Section 3.4; (ii) Manager shall promptly (A) transfer all amounts then held by it constituting Revenues to Owner together with a reasonably detailed accounting of same and (B) deliver to Owner, all Owner Commitment Contracts which by their express terms afford Owner the option to continue or terminate upon the termination of this Agreement; and (iii) Manager shall, at Owner's cost and expense, reasonably assist Owner in complying with all Baseball Requirements applicable to the termination of this Agreement. This Section 3.5, Section 2.4 (to the extent of any maintenance, repair or improvement that has not been completed or paid for) and Section 4.2, and Articles V, VI and VII (other than Section 7.13) shall survive the termination of this Agreement.

ARTICLE IV **BASEBALL SUBSERVIENCE**

Section 4.1 General. The effectiveness of this Agreement shall be expressly subject to the receipt of all required Baseball Approvals. Each of Manager and Owner hereby covenants to abide by all applicable Baseball Requirements.

Section 4.2 Management Changes. Notwithstanding anything to the contrary contained herein, any change of Manager or the powers and duties of Manager shall be subject to, and made in accordance with, all applicable Baseball Requirements.

ARTICLE V **REPRESENTATIONS AND WARRANTIES**

Section 5.1 Reference to Schedule B. The representations and warranties set forth on Schedule B annexed hereto are incorporated herein by reference as if fully set forth herein and shall survive the execution and delivery of this Agreement.

ARTICLE VI **DISPUTE RESOLUTION**

Section 6.1 Dispute Resolution Procedure. All controversies, claims, disputes and matters in question ("Disputes") arising out of, or relating to, this Agreement shall be resolved in accordance with the following procedures:

(a) Each of Owner and Manager shall have the right to provide the other with a written notice describing in reasonable detail the nature of the Dispute and the desired outcome. Following the delivery of the notice provided for in the immediately preceding sentence, each of Owner and Manager shall negotiate in good faith to resolve the Dispute. If Owner and Manager are unable to resolve the Dispute within fifteen (15) days or a mutually-agreed upon longer or shorter period of time (the "Negotiation Period"), then Owner and Manager shall follow the procedures set forth in Sections 6.1(b) and 6.1(c) to resolve the Dispute.

(b) In the event that Owner and Manager are unable to timely resolve the Dispute pursuant to Section 6.1(a), Owner and Manager shall, within three (3) Business Days following the expiration of the Negotiation Period, attempt to resolve the Dispute by submitting to non-binding mediation in accordance with the Model Procedures for the Mediation of Business Disputes promulgated by the Center for Public Resources ("CPR") then in effect, except where those procedures conflict with the terms and conditions of this Section 6.1(b), in which case the latter shall control. The mediation shall be conducted at such location as the parties hereto agree, or failing such agreement, in the Borough of Manhattan in New York, New York and shall be attended by senior executives or other representatives of Owner and Manager with decision-making power. The mediator shall be a Federal or state appellate court judge, former Federal or state appellate court judge or an individual experienced, to the extent possible, in baseball-related business (as opposed to labor) disputes and appointed from the list of neutrals maintained by CPR. Following their submission to non-binding mediation, Owner and Manager shall promptly confer in an effort to select a mediator by mutual agreement. In the absence of such an agreement, the mediator shall be selected from a list generated by CPR with each of Owner and Manager having the right to exercise challenges for cause and two (2) peremptory challenges within three (3) Business Days after receiving the CPR list. The mediator shall confer with Owner and Manager to design procedures to conclude the mediation within no more than ten (10) days after initiation. In the event that a legal proceeding is commenced pursuant to Section 6.1(c), no statements or offers (written, electronic, verbal or otherwise) made by either Owner or Manager during the mediation may be used by the other in such legal proceeding. The fees and expenses of the mediator and the CPR shall be borne equally by Owner and Manager.

(c) If Owner and Manager are unable to timely resolve the Dispute pursuant to Section 6.1(b), then Owner and Manager shall have the right to institute legal proceedings under Section 7.4 with respect to the Dispute.

ARTICLE VII **MISCELLANEOUS**

Section 7.1 Interpretation. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require. All references to a "Section," "Article" or "Schedule" shall mean Section of, Article of or Schedule annexed to this Agreement unless the context otherwise requires. Each reference to "this Agreement" shall mean this Agreement including each Schedule annexed hereto, as the same may be amended, modified or otherwise supplemented from time to time.

Section 7.2 Entire Agreement. This Agreement and the Schedules annexed hereto constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written (including, without limitation, that certain letter agreement regarding the Baseball Operations dated September 20, 2006 between Mandalay Baseball Properties, LLC and Lackawanna County Board of Commissioners) and oral, of the parties hereto regarding the subject matter of this Agreement. Each of the Schedules annexed to this Agreement is hereby incorporated in and made part of this Agreement as if set forth in full. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including, without limitation (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

Section 7.3 Notices. All notices, requests, claims, demands and other communications must be in writing and shall be duly given on the date of delivery, if transmitted by a nationally recognized courier service or by facsimile to the applicable facsimile number set forth below (provided a copy of such facsimile is also sent at the time of such facsimile transmission to the recipient by any other means permitted hereunder), so as to be received during the hours of 8:00 AM to 5:00 PM, Monday through Friday, or on the date of receipt, if mailed to the Person to whom notice is to be given by certified or registered mail, postage prepaid, and properly addressed to the addresses set forth below or such other address as may be set forth in written notice of change of address transmitted in the manner set forth in this Section 7.3.

If to Manager:

Mandalay Baseball Properties, LLC
4751 Wilshire Boulevard
Third Floor
Los Angeles, California 90010
Attention: Paul Schaeffer
Telephone: (323) 549-4340
Telecopier: (323) 549-9824

with copies to:

SWB Yankees LLC
c/o New York Yankees
Yankee Stadium
Bronx, New York 10451
Attention: Chief Operating Officer
Telephone: (718) 579-4420
Telecopier: (718) 681-1051

and

Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attention: Irwin A. Kishner
Telephone: (212) 592-1435
Telecopier: (212) 545-3400

If to Owner:

Multi-Purpose Stadium Authority of Lackawanna County
235 Montage Mountain Road
Moosic, Pennsylvania 18507
Attention: Chairman
Telephone: (570) 969-2255
Telecopier: (570) 963-6564

with copies to:

Lackawanna County Board of Commissioners
Lackawanna County Administration Building – 6th Floor
200 Adams Avenue
Scranton, Pennsylvania 18503
Attention: Robert Cordaro, Chairman
Telephone: (570) 963-6800
Telecopier: (570) 963-6812

and

The Solicitor's Office for the Lackawanna County Board of
Commissioners
Lackawanna County Administration Building – 6th Floor
200 Adams Avenue
Scranton, Pennsylvania 18503
Attention: Solicitor
Telephone: (570) 963-6800
Telecopier: (570) 963-6812

Section 7.4 Jurisdiction. Subject to Article VI, each party hereto irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with any Dispute (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Middle District of Pennsylvania, or if such court does not have subject matter jurisdiction, the Court of Common Pleas of Lackawanna County, Pennsylvania and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding, and waives any claim that such forum is inconvenient or any similar claim.

Section 7.5 Service of Process. Each of the parties hereto hereby acknowledges and confirms that service of any process, summons, notice or document shall be effected in accordance with the applicable Pennsylvania Rules of Civil Procedure for any action, suit or proceeding in Court of Common Pleas of Lackawanna County, Pennsylvania with respect to any matters for which it has submitted to jurisdiction pursuant to Section 7.4.

Section 7.6 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE ACTIONS OF THE PARTIES TO THIS AGREEMENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

Section 7.7 Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws and decisions of the Commonwealth of Pennsylvania without regard to conflict of law rules applied in the Commonwealth of Pennsylvania.

Section 7.8 Captions. The captions used in this Agreement are intended for convenience of reference only, shall not constitute any part of this Agreement and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

Section 7.9 Amendments. Any amendment to this Agreement shall require the written consent of the parties hereto and be conditioned upon the receipt of all required Baseball Approvals. This Agreement shall not be assigned by either party hereto without the prior written consent of the other party hereto and the receipt of all required Baseball Approvals.

Section 7.10 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

Section 7.11 Separability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be deemed invalid, illegal or unenforceable in any respect, such affected provisions shall be construed and deemed rewritten so as to be enforceable to the maximum extent permitted by law, thereby implementing to the maximum extent possible, the intent of the parties hereto, and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

Section 7.12 Waiver. Any breach of any term or provision of this Agreement shall be waived only by means of a writing signed by the non-breaching party which sets forth with particularity the breach being waived and the scope of the waiver. Any waiver of any term or

condition of this Agreement shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or provision of this Agreement. No waiver shall be implied from any conduct or action of the non-breaching party. The failure of either party hereto in asserting any of its rights hereunder shall not operate as a waiver of any such rights.

Section 7.13 Fees and Expenses. Each party hereto shall pay its own fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any other agreement or document contemplated hereby or thereby.

Section 7.14 Third Party Beneficiaries. Except as may otherwise be specifically agreed in writing by the parties hereto, the provisions of this Agreement are not intended to be for the benefit of any creditor or other Person (other than the Partnership under Section 1.4) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) either party hereto; and no such creditor or other Person shall obtain any benefit from such provisions or shall, by reason of any such foregoing provision, have any claim in respect of any debt, liability, or obligation against either party hereto.

Section 7.15 Remedies. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every remedy shall be cumulative and shall be in addition to every remedy under this Agreement or now or hereafter existing at law or in equity.

Section 7.16 Specific Performance. Each party hereto hereby acknowledges and confirms that its respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, agrees that, in the event of a breach or threatened breach by either party hereto of the provisions of this Agreement, in addition to any remedies under Article VI or at law, the other party hereto shall, without posting any bond or submission of proof of actual damages, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available. Without limiting the generality of the foregoing, Manager hereby acknowledges and confirms that, except as otherwise provided in Section 1.2(a)(iv), the playing of home regular season and post-season games by the Team at a location other than the Stadium during the Term would cause a loss of economic advantage, as well as the loss of many other intangible benefits conferred by the Team. Manager hereby further acknowledges and confirms that such losses are incapable of calculation and would result in irreparable harm to Owner. In light of the foregoing, Manager hereby covenants that, except as otherwise provided in Section 1.2(a)(iv), it shall not (i) enter into any contract of any kind to play home games at a location other than the Stadium during the Term or (ii) make formal application to the International League for approval to engage in the conduct prohibited by clause (i) of this sentence. Each of Manager and Owner hereby acknowledges and confirms that the covenants of Manager set forth in the immediately preceding sentence constitute a material part of this Agreement.

Section 7.17 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party hereto which drafted or caused this Agreement to be drafted.

Section 7.18 Relationship of the Parties. No partnership, joint venture or other business relationship is established between Owner and Manager under this Agreement, other than the relationship of Owner as the owner of the (i) right to operate the Team and (ii) Stadium, and Manager as an independent contractor of Owner.

Section 7.19 Exculpated Persons. No public officer (whether appointed or elected), general or limited partner, shareholder, director, officer, member, beneficiary, trustee, manager, other controlling Person, investor, employee, attorney, agent or independent contractor of either party hereto (each an "Exculpated Person") shall be personally liable for any obligation or liability of such party under this Agreement, and all obligations and liabilities of each party under this Agreement are enforceable solely against such party and such party's assets, and not against any Exculpated Person or the assets of any Exculpated Person.

Section 7.20 Certain Approvals. Manager hereby acknowledges and confirms that this Agreement is subject to approval by the Board of Owner and the Board of Commissioners of Lackawanna County, Pennsylvania.

Section 7.21 Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, when so executed, shall be an original, but both of which together shall constitute one and the same agreement. This Agreement may be executed and delivered via telecopier machine or other form of electronic delivery by the parties hereto, which shall be deemed for all purposes as an original.

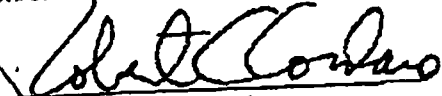
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the undersigned have duly caused this Agreement to be executed and delivered as of the date first written above.

OWNER:

MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY

By:



Name: Robert C. Cordaro

Title: Authorized Signatory

MANAGER:

SWB YANKEES LLC

By:

Name: Kenneth W. Stickney
Title: Chief Operating Officer

Schedule A

Definitions

The following terms shall have the meanings set forth below:

“Affiliate” means, with respect to any specified Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, the specified Person. For purposes of this definition, the term “control” as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person, whether through ownership of voting securities or otherwise.

“Bankruptcy Event” means commencement by Owner or Manager of a voluntary case or proceeding under Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Federal Bankruptcy Act”) or any other similar federal or state law or any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent (whether by action or inaction) by Owner or Manager to the entry of a decree or order for relief in respect of Owner or Manager, as the case may be, in an involuntary case or proceeding under the Federal Bankruptcy Act or any other similar federal or state law or to the commencement of any bankruptcy or insolvency case or proceeding against Owner or Manager, or the filing by Owner or Manager of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, or the consent by Owner or Manager to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Owner or Manager, as the case may be, or any substantial part of the property of Owner or Manager, as the case may be, or the making by Owner or Manager of an assignment for the benefit of creditors, or the admission by Owner or Manager in writing of its inability to pay its debts generally as they become due.

“Baseball Approvals” means, with respect to any transaction, all approvals required in respect thereof under the Baseball Requirements.

“Baseball Operations” means all International League games participated in by the Team together with all ancillary activities relating thereto.

“Baseball Requirements” means the Minor League Agreement, the Professional Baseball Agreement, the Major League Rules and any other rules or requirements of the International League, Minor League Baseball or the Office of the Commissioner of Baseball, all as the same now exist or may be amended or adopted in the future.

“Business Day” means any day that is not a Saturday, Sunday, legal holiday or other day on which banks are required to be closed in New York, New York.

“Cause Event” means that Manager has materially breached this Agreement by taking any action or failing to take any action constituting bad faith, willful misconduct or gross negligence.

"Collected Net Income" means the net income before income taxes derived from the Events determined in accordance with GAAP, less a working capital reserve determined by Manager that is reasonably acceptable to Owner.

"Effective Date" means the date on which this Agreement has received all required Baseball Approvals and the Team is covered by a PDC with the Partnership providing for a term of four (4) years.

"Emergency Repairs" means repair or remediation work to the Stadium which is necessary to protect public health or safety.

"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 other exercise of any attributes of ownership, whether voluntary or involuntary (including, without limitation, by operation of law).

"Events" means all (i) Baseball Operations conducted at the Stadium and (ii) other entertainment activities and events (e.g., music concerts) that Manager, either on its own or in conjunction with others, arranges and/or causes to be performed or otherwise conducted by third parties at the Stadium together with, in the case of any Event covered by clause (i) or clause (ii), a reasonable period of time to (A) prepare the Stadium for such Event; (B) clean the Stadium after such Event has been attended by spectators; and (C) perform normal and customary grounds keeping activities following such Event.

"Existing Stadium" means the existing Lackawanna County Stadium located at 235 Montage Mountain Road in Moosic, Pennsylvania.

"Expenses" means all cash expenditures made by Manager pursuant to or in accordance with this Agreement, or which Owner shall otherwise authorize or approve, during any applicable or pertinent period in the operation of the Team or Stadium or in connection with the Team or Stadium or any part thereof, including, but not limited to, the Annual Payment, rental payments under leases, payroll and payroll expenses of whatsoever nature and taxes, concession expenses, advertising, supplies, credit and debit card transaction fees and charges, utility charges, repairs, maintenance and replacements (whether deemed to be a capital item or expense for accounting purposes), security and traffic control expenses, all insurance premiums expressly provided for in this Agreement and all other expenses of conducting the Events at the Stadium.

"Fiscal Year" means each calendar year (i.e., January 1st to December 31st) included within the Term, provided that the initial Fiscal Year hereunder shall commence as of October 1, 2006 and end on December 31, 2007.

"Force Majeure" means any failure by any Person to furnish temporarily, permanently, fully or partially, services, such as electricity, gas, water or drainage, regardless of the manner in which such failure is caused or brought about, including, without limitation, by a strike or other work stoppage, act of God, federal, state, or local

government action, power failure, terrorist act, act of war, explosion, riot or civil commotion, the breakdown or failure of apparatus, equipment or machinery employed in the conduct of the Baseball Operations, or any temporary stoppage for the repair, improvement or enlargement thereof, or any other act or condition beyond the reasonable control of Manager.

"GAAP" means generally accepted accounting principles as in effect in the United States from time to time, consistently applied.

"Impositions" 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 Team and/or any aspect of the Events, other than such Impositions if applicable, of the Commonwealth of Pennsylvania and federal government.

"Major League Rules" mean the Major League Rules associated with the Professional Baseball Agreement.

"Management Fee" means, with respect to any Fiscal Year, an amount equal to the positive difference obtained by subtracting the Annual Payment for such Fiscal Year from the Collected Net Income for such Fiscal Year.

"Material Adverse Effect" means any change, circumstance, development or effect which is materially adverse to the Team or the business, prospects, assets or condition, financial or otherwise, of the Baseball Operations taken as a whole.

"Minor League Agreement" means the "National Association Agreement," as amended to date, among certain minor baseball leagues, including, without limitation, the International League.

"Minor League Baseball" means and refers to the National Association of Professional Baseball Leagues, Inc. d/b/a Minor League Baseball, Inc.

"Office of the Commissioner of Baseball" means the Office of the Commissioner of Baseball which office governs an unincorporated association with members consisting of Major League Baseball clubs organized into the following two (2) leagues: National League and American League.

"Partnership" means New York Yankees Partnership, an Ohio limited partnership.

"PDC" means a standard Player Development Contract as referred to in Major League Rule 56 of the Professional Baseball Agreement or the rule that is its successor, replacement or equivalent.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, estate, trust, joint venture, syndicate, unincorporated organization, any government or any department, agency or political subdivision thereof, or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

"Professional Baseball Agreement" means that certain Professional Baseball Agreement as amended to date, between the Office of the Commissioner of Baseball, on behalf of the National League and American League, and Minor League Baseball, on behalf of its member leagues and member clubs.

"Revenues" means all revenue generated in connection with the Events determined in accordance with GAAP.

"Stadium" means the Existing Stadium and any future replacement stadium therefor.

"Stadium Bonds" means those certain bonds issued by Owner and/or the government of Lackawanna County, Pennsylvania in connection with the financing of the construction of the Existing Stadium.

Each of the following capitalized terms shall have the meaning ascribed thereto in the Section set forth across from such term:

Preamble	"Agreement"
Section 2.9	"Annual Payment"
Section 3.2(b)	"Cause Event Notice"
Section 6.1(b)	"CPR"
Section 6.1	"Disputes"
Section 7.20	"Excused Person"
Section 2.8	"Existing Imposition"
Section 3.1	"First Renewal Term"
Section 3.1	"Initial Term"
1 st WHEREAS clause	"International League"
Preamble	"Manager"
Section 6.1(a)	"Negotiation Period"

"New Imposition"

Section 2.9

"Owner"

Preamble

"Owner Commitment Contract"

Section 1.3(a)(v)

"Remedy Request"

Section 2.6(b)

"Removal Request"

Section 2.6(b)

"Replacement Field"

Section 2.3

"Team"

1st WHEREAS clause

"Term"

Section 3.1

"Termination Notice"

Section 3.3(a)

"UA Individual"

Section 2.6(b)

Schedule B

Representations and Warranties

Manager hereby represents and warrants to Owner as follows:

1. Manager is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority, and with all licenses, permits, certifications, registrations, approvals, consents and franchises necessary to (i) conduct its business as currently conducted; (ii) execute, deliver and perform this Agreement; and (iii) consummate the transactions contemplated hereby;
2. This Agreement is the valid and binding obligation of Manager, enforceable against it in accordance with the terms and conditions hereof, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and the discretion of courts in granting equitable remedies;
3. The execution, delivery and performance of this Agreement by Manager does not and will not, with or without the giving of notice or the lapse of time, or both, (i) result in any violation of its constitutional documents; (ii) result in a breach of, or conflict with, any of the terms or provisions of, or constitute a default under, or result in the modification or termination of, or result in the creation or imposition of any Encumbrance upon any of its properties or assets pursuant to any indenture, mortgage, note, contract, commitment or other agreement or instrument to which it is a party or by which it or its properties or assets are or may be bound or affected; or (iii) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over it or its assets; and
4. Manager is acquainted with the contracts, and Federal, Commonwealth of Pennsylvania and local laws set forth on Schedule 1.2(b) annexed hereto which bind the Lackawanna County Board of Commissioners and Multi-Purpose Stadium Authority of Lackawanna County.

Owner hereby represents and warrants to Manager as follows:

1. Owner is a validly existing municipal authority of the Commonwealth of Pennsylvania with full power and authority, and with all licenses, permits, certifications, registrations, approvals, consents and franchises necessary to (i) execute, deliver and perform this Agreement and (ii) consummate the transactions contemplated hereby;
2. This Agreement is the valid and binding obligation of Owner, enforceable against it in accordance with the terms and conditions hereof, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and the discretion of the courts in granting equitable remedies;

3. The execution, delivery and performance of this Agreement by Owner does not and will not, with or without the giving of notice or the lapse of time, or both, (i) result in any violation of its constitutional documents; (ii) result in a breach of, or conflict with, any of the terms or provisions of, or constitute a default under, or result in the modification or termination of, or result in the creation or imposition of any Encumbrance upon any of its properties or assets pursuant to any indenture, mortgage, note, contract, commitment or other agreement or instrument to which it is a party or by which it or its properties or assets are or may be bound or affected; or (iii) violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over it or its assets;
4. Except as set forth on Schedule 4 annexed hereto, as of the Effective Date, there is no contractual restriction or limitation that prohibits or adversely affects any right of Manager under this Agreement;
5. None of the (i) Pennsylvania Municipal Authorities Act, (ii) Pennsylvania County Code or (iii) Lackawanna County Home Rule Charter prohibits or adversely affects any right of Manager under this Agreement. To the best of Seller's knowledge, no other state, county or local government rule, regulation, policy or ordinance prohibits or adversely affects any right of Manager under this Agreement.
6. As of the Effective Date, there is no state, county or local government rule, regulation, policy or ordinance that requires Manager to obtain any license, permit, consent or approval in order to provide any of the services contemplated by this Agreement;
7. Except as set forth on Schedule 7 annexed hereto, Owner is the sole beneficial and record owner of the right to operate the Team and such ownership is held by Owner free and clear of all Encumbrances;
8. Except as set forth on Schedule 8 annexed hereto, Owner is the sole owner of fee simple title to the Existing Stadium and such ownership is held by Owner free and clear of all Encumbrances; and
9. As of the date of the Team's first (1st) regular season game at the Stadium in 2007, the composition and condition of the Replacement Field shall be (i) in strict accordance with the written Replacement Field proposal previously delivered to representatives of Manager and (ii) compliant with all applicable International League and Minor League Baseball requirements.

SCHEDULE 1.2(a)

- Agreement to Convey Land dated August 26, 1986 between Owner and Northeast Delivery, Inc.
- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern Baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.
- Concert Concession Agreement dated February 28, 2002 between Lackawanna County Performing Arts Center Authority and Clear Channel Entertainment.
- Schedule of 2007 Contracts of SWB Yankees.
- All laws, rules and regulations governing Owner as a Pennsylvania Municipal Authority.
- All laws, rules and regulations that govern Lackawanna County as a government entity.
- All publicly recorded documents.

2007 contracts - SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grinell
Topp-Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Geisinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2008)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank *(will be included in naming rights)*
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

**Shur-Save Supermarkets
WNEP**

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

(2007-2008)

PA Lottery

SCHEDULE 1.2(b)

- Agreement to Convey Land dated August 26, 1986 between Owner and Northeast Delivery, Inc.
- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern Baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.
- Concert Concession Agreement dated February 28, 2002 between Lackawanna County Performing Arts Center Authority and Clear Channel Entertainment.
- Schedule of 2007 Contracts of SWB Yankees.
- All laws, rules and regulations governing Owner as a Pennsylvania Municipal Authority.
- All laws, rules and regulations that govern Lackawanna County as a government entity.
- All publicly recorded documents.

2007 contracts - SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grine'l
Topp-Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Geisinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2008)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank (will be included in naming rights)
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

Shur-Save Supermarkets

WNEP

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

PA Lottery

(2007-2008)

SCHEDULE 1.3

- Pa. Municipality Authorities Act
- Pa. County Code
- Lackawanna County Home Rule Charter
- Pa. Prevailing Wage Act
- Pa. Steel Procurement Act
- All laws, rules and regulations governing Owner as a Pennsylvania Municipal Authority.
- All laws, rules and regulations that govern Lackawanna County as a government entity.

SCHEDULE 1.6

- Bonds issued by Owner
- Loans from Lackawanna County
- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern Baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.

SCHEDULE 2.1(a)

- Agreement to Convey Land dated August 26, 1986 between Owner and Northeast Delivery, Inc.
- Concert Concession Agreement dated February 28, 2002 between Lackawanna County Performing Arts Center Authority and Clear Channel Entertainment.
- Concession Agreement between Owner and CPI.
- Schedule of 2007 Contracts of SWB Yankees.
- All publicly recorded documents.

2007 contracts- SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grinell
Topp-Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Gelsinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2008)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank (*will be included in naming rights*)
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

Shur-Save Supermarkets

WNEP

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

PA Lottery

(2007-2008)

SCHEDULE 2.1(d)

- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern Baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.
- Schedule of 2007 Contracts of SWB Yankees.
- Bonds issued by Owner
- Loans from Lackawanna County
- All publicly recorded documents.

2007 contracts- SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grineil
Topp-Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Geisinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2009)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank (*will be included in naming rights*)
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

Shur-Save Supermarkets

WNEP

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

(2007-2008)

PA Lottery

SCHEDULE 4

- Agreement to Convey Land dated August 26, 1986 between Owner and Northeast Delivery, Inc.
- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern Baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.
- Concert Concession Agreement dated February 28, 2002 between Lackawanna County Performing Arts Center Authority and Clear Channel Entertainment.
- Schedule of 2007 Contracts of SWB Yankees.

2007 contracts-SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grinnell
Topp Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Geisinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2008)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank (will be included in naming rights)
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

Shur-Save Supermarkets

WNEP

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

PA Lottery

(2007-2008)

SCHEDULE 7

- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.
- Schedule of 2007 Contracts of SWB Yankees.
- Bonds issued by Owner
- Loans from Lackawanna County
- All publicly recorded documents.

2007 contracts - SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grinell
Topp-Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Geisinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2008)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank (*will be included in naming rights*)
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

Shur-Save Supermarkets

WNEP

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

PA Lottery

(2007-2008)

SCHEDULE 8

- Agreement to Convey Land dated August 26, 1986 between Owner and Northeast Delivery, Inc.
- Memorandum of Agreement dated September 2, 1986 between Owner and Lackawanna County, Luzerne County Northeastern Baseball, Inc. and the Economic Development Council of Northeastern Pennsylvania.
- Schedule of 2007 Contracts of SWB Yankees.
- Bonds issued by Owner
- Loans from Lackawanna County
- All publicly recorded documents.

2007 contracts- SWB Yankees (As Of March 5, 2007)

General (Team, Office, Building)

Allin Computer Consultants
Concessions Plus Inc. (2007-2009)
CTSI
Delage-Laden
Domiano Car and Truck Rental
East Mountain Apartments
Fullington Bus Company
Hampton Inn
K & K Fire Services
Krystal Klear Water
MLBAM (2007-2015)
Morgan's Cleaning?
Philadelphia Turf Company
Radisson Hotel (2007-2008)
Rite Temp Inc.
Simplex-Grinell
Topp-Copy
Vector Security
Waste Management
Winter Engine Generators
Tiger Tours-Airport Bus?
Columbus-Bus?
Charlotte-Bus?
Durham-Bus?
Louisville-Bus?
Indianapolis-Bus?

Sponsorship

PNC Bank (2007-2009)
Chrysler Jeep
Budweiser
The Times Tribune
Wyoming Valley Health
Geisinger
Shoppes at Montage
Pen Tele Data
McDonald's
Rexel
Blue Cross
Azek Trimboards
AIG
NEPA Imaging Center
Allstate
MotorWorld
University of Scranton
Semian & Gress
Mansions & Estates

Ticket Sales

Ticketmaster
Consolidated Printing
Promote Your Team
Novel-T-Shirts

Sponsorship Services / Marketing

J2K Productions (2007-2008)
Big Mountain Productions
Bold Gold Media (2007-2011)

Luxury Box Leases (all through 2008)

AIT Auto
Bank of America
Central Warehouse
Diamond Manufacturing
F&S Supply
Fox 56
Frank Serafini
Frank Trini
General Dynamics
Keystone Auto
Lamar Advertising
McCarthy Tires
Mericle Real Estate
Michael Barbetti
Murray Insurance
Parente Randolph, LLC
PNC Bank (*will be included in naming rights*)
Tammac Holdings
Wachovia

Road Hotels

Adams Mark-Buffalo
Chimo Hotel-Ottawa
Comfort Inn-Pawtucket
Courtyard by Marriott-Indianapolis
Crown Plaza-Rochester
Durham Marriott-Durham
Galt House-Louisville
Hilton (Airport)-Norfolk
Park Inn-Toledo
Quality Inn- Richmond
Quality Inn-Charlotte
Ramada Inn-Syracuse
Sheraton Suites-Columbus

Shur-Save Supermarkets

WNEP

Radisson Hotel

Trattoria Bella

Sandvik Steel

W-B/S Airport

Blue Cross of NEPA

TastyKake

Munley, Munley, & Cartwright

Mohegan Sun

Advanced Pain Management Specialists

Banko Beverage

L.T. Verrastro

PA Lottery

(2007-2008)