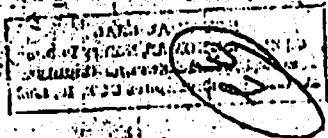


Recorded in the office for Records of Death  
 in and for Lehigh County, Pennsylvania  
 Book 1293 Page 600-613 incl.  
 Witness by hand and seal of the office this  
 26th day July A.D. 19 89

*Anna Marie Lyons*

Records of Deaths



FILED FOR RECORD

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REC 3150 STAMPS  
 STATE TAX

1384

LEHIGH COUNTY ABSTRACT CO., INC.  
 BUILDING

BOOK 1293 PAGE 600

execution of the LOUNGBOX LEASE

amount of \$11,750.00

THIS AGREEMENT, dated this 27th day of JANUARY 1989, by and between the MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, Political subdivision and public body corporate and politic of the Commonwealth of Pennsylvania (MPSA), whose address is 200 Adams Avenue, Scranton, Pennsylvania, 18503 and NORTHEASTERN PAPERBALL, INC. (Lessee) whose address is 600 LINDEN STREET, SCRANTON, PENNSYLVANIA 18503

WITNESSETH:

For and in consideration of the premises and the mutual promises contained herein, MPSA and Lessee agree as follows:

1. MPSA leases to Lessee and Lessee takes and hires from MPSA the loungebox reflected on Exhibit A hereto (the loungebox) to be located in the new Multi-Purpose Stadium (Stadium) in Meadville, Pennsylvania.

2. Lessee shall have the sole use and occupancy of the loungebox during the term of this Agreement.

3. Lessee shall pay to MPSA during the term of this Agreement, the sum of fifteen thousand (\$15,000.00) dollars per year for a period of ten (10) years beginning January 1, 1989 until a total of one hundred fifty thousand (\$150,000.00) dollars has been paid to MPSA. Such annual payments of fifteen thousand (\$15,000.00) dollars shall be made as follows:

- With respect to the 1989 annual payment, five thousand (\$5,000.00) dollars upon the

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Execution of this Agreement; one thousand two hundred fifty (\$1,250.00) dollars on the first day of the month of May 1, 1989 through and including December 1, 1989;

With respect to the annual payments for the years 1990 through 1998, one thousand two hundred fifty (\$1,250.00) dollars on the first day of the month of January 1, 1990 through and including December 1, 1998.

In consideration of such annual payments, MPBA shall provide annually to Lessee the following items:

- During the term of this Agreement, sole and exclusive use and occupancy of loungebox number 15 as reflected on Exhibit A hereto attached;

- Eight (8) loungebox level season tickets for the Scranton/Wilkes-Barre Red Barons professional baseball games;

- Four (4) loungebox level individual game tickets for the Scranton/Wilkes-Barre Red Barons professional baseball games when requested daily on an as-needed basis;

- Twelve (12) admission tickets for all other sporting and entertainment events at the Stadium;

- Two (2) reserved parking spaces in the preferred parking section of the Stadium

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parking lot for all sporting and  
entertainment events at the Stadium;  
which are food and beverage attendant service  
of the available through the Stadium Club  
at all of Restaurant;

but such the right to purchase, at cost, when  
requested daily on an as-needed basis, four  
(4) loungebox level individual tickets for  
sporting and entertainment event  
fifteen (including Scranton/Wilkes-Barre Red Barons  
professional baseball games) at the Stadium.

The term of this Agreement shall commence on the  
date construction of the loungebox is completed and the loungebox  
is ready for beneficial occupancy and shall end on December 31,  
1998.

In order to enable Lessee to furnish the loungebox to  
Lessee's satisfaction, MP&SA shall provide Lessee with a shell.  
Lessee is responsible for the cost of completion, furnishing and  
decorating the loungebox. The shell to be provided by MP&SA will  
include:

- 22'x14' enclosed loungebox;
- 22'x14' porch in two 5' tiers furnished  
loungebox with four theatre seats per tier;
- completed heating, ventilation and air  
conditioning system;
- completed ceiling;
- roughed-in plumbing system; and
- roughed-in electrical system.

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During the term of this Agreement, Lessee shall have access to the loungebox during all events at the Stadium which are open to the general public and for reasonable periods of time prior to and after such events. Access to the loungebox at all other times for business use will be permitted to Lessee, but such access must be coordinated with MP&A.

MP&A shall be responsible for the cleaning and janitorial maintenance of the loungebox; the cost of such cleaning and maintenance is included in the cost of the annual fifteen thousand (\$15,000.00) dollar fee charged to Lessee. MP&A will use its good faith efforts to contract with careful and trustworthy persons to perform such cleaning and janitorial functions. However, MP&A will not assume any responsibility for the acts of such persons, and Lessee hereby releases MP&A from any and all liability whatsoever with respect to any theft or loss of, or damage to any item of personal property in the loungebox, and to any damage done to the loungebox in connection with such cleaning.

(a) The Loungebox shall be equipped with a lock for privacy and security. Lessee shall have a key to the loungebox. For safety, maintenance, cleaning and responsible inspection purposes, MP&A shall have keys to the loungebox and may enter the loungebox at reasonable times for any of such purposes.

(b) In the event Lessee desires to establish other and further security measures with respect to the loungebox and its contents, the same shall be first approved by MP&A, and Lessee

damages may be made by MP&SA and, if so made, shall be billed to Lessee.

10. Repairs and replacements to the loungebox resulting from minor casualty or from normal wear and tear (including, without limitation, repair or replacement of the windows in the loungebox) shall be made by MP&SA at its expense; provided Lessee must give MP&SA reasonable notice of the need for such repair or replacement. MP&SA will carry fire and extended coverage insurance on the Stadium and the exterior of the loungebox in the full amount of the replacement value thereof. If the loungebox, the Stadium, or such portions thereof as are necessary to the use and enjoyment of the loungebox are destroyed or substantially damaged by fire or other casualty, then MP&SA shall, at its election but solely from the proceeds of such insurance, use its best efforts to cause the reconstruction or repair of the damaged portions of the loungebox and the stadium, and there shall be no refunding of rent hereunder during such period of reconstruction. If, for any reason, MP&SA elects not to reconstruct or repair the loungebox or the Stadium after destruction thereof or substantial damage thereto, then MP&SA shall give Lessee notice of such election in writing at the address specified on the first page of this Agreement, and this Agreement shall terminate as of the date of such notice. In such event, MP&SA shall refund to Lessee a pro-rata share of the rental Lessee has paid, based on the number of years remaining in the term of this Agreement; provided, however, such refund shall be made only from monies available to MP&SA (a) with respect to the

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shall bear the cost of installation, maintenance and repair of such additional security measures.

(c) Lessee acknowledges and agrees that MP&A shall have no liability or responsibility for loss or theft of or damage to any personal property contained in the loungebox from any cause whatsoever.

(d) Lessee acknowledges and agrees that MP&A shall have no liability or responsibility for injury to Lessee, its guests, licensees or invitees unless it shall be shown that such injury was the direct result of the negligence of MP&A or their respective employees or agents as the case may be.

8. Any and all furnishing and equipment Lessee desires to install in the loungebox shall be installed at Lessee's expense and shall remain the property of and shall be removed by Lessee upon the expiration of the term of this Agreement. Lessee shall have the right to claim all income tax benefits that may exist or arise with respect to such tenant improvements made at its expense.

9. Any fixtures and equipment intended to be affixed to the loungebox shall be subject to the prior approval of MP&A, which approval shall not be unreasonably withheld. Lessee shall repair, at its own costs, any damage done by removal of fixtures or affixed equipment installed by it.

10. Lessee shall take reasonable care in the use of the loungebox and shall bear the cost and expense of all damages to the loungebox caused by it, its guests, licensees or invitees. Repairs to the loungebox required to be made as a result of such

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

NORTHEAST DELIVERY, INC.

ATTEST:

[Signature]  
Secretary

By: [Signature]  
President



Commonwealth of Pennsylvania )  
 ) ss.  
County of Lackawanna )

On this, the 24 day of August, 1986, before me a Notary Public, the undersigned officer, personally appeared William S. Gilchrist, Jr., who acknowledged himself to be the President of Northeast Delivery, Inc., a Corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by himself as President.

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

[Signature]  
Notary Public  
Scranton, Lackawanna Co., Pa.  
My Commission Expires 12/10, 1990

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

[Signature]  
Attorney for Grantee

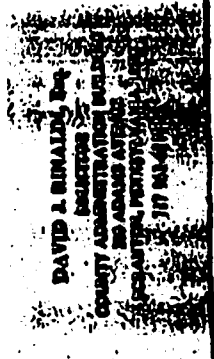
COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF LACKAWANNA )

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

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

[Signature]  
RECORDER OF DEEDS



DEED	NORTHEAST DELIVERY INC.  TO  MULTI-PURPOSE STADIUM  AUTHORITY OF LACKAWANNA COUNTY	DATED <i>Sept 11</i> 1986	
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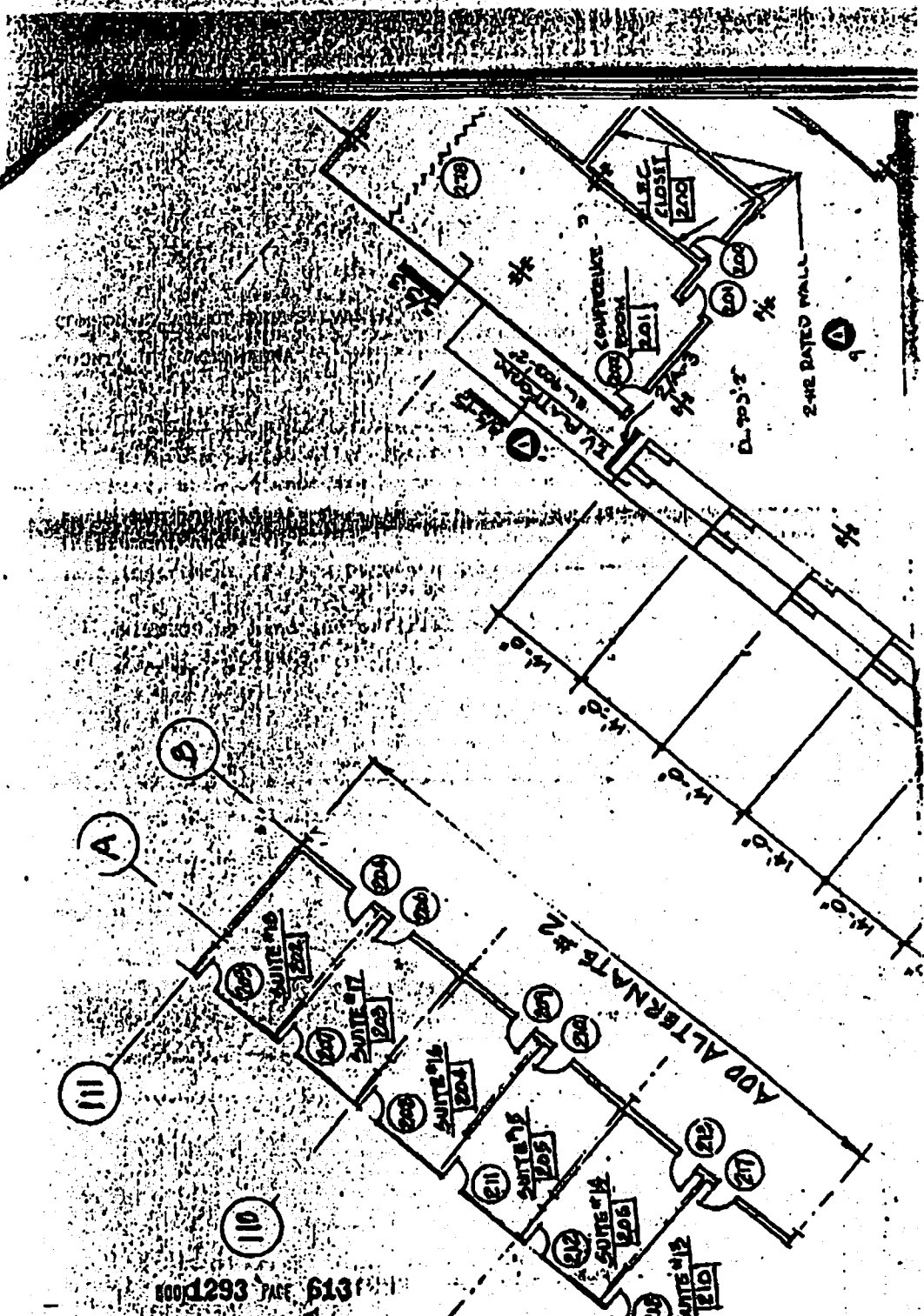
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Lacka.

Recorded on this 11th day of Sept., A.D. 1986 in the Recorder's Office of the said County in Deed Book No. 1180 Pages 581-583 Incl. Given under my hand and seal of the said Office the date above written.

1180 581

*David J. Binalini*  
Recorder



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EXHIBIT A

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LACKAWANNA

Before me personally appeared JOHN MCGEE and WILLIAM TERLECKY, both of whom are to me well known, and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 30<sup>th</sup> day of March 1999.

*Carol C. Thomas*  
Notary Public

NOTARIAL SEAL  
CAROL C. THOMAS, Notary Public  
Section, Lackawanna County  
My Commission Expires OCT. 18, 1999

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000/1293 PAGE 612

under this Agreement by August 1, 1998, then after that date MP&SA shall have the right to rent Lessee's former interest in the loungebox to anyone else on whatever terms MP&SA may choose.

17. By January 31 of each year during the term of this Agreement, MP&SA shall provide to Lessee a list detailing the value of tickets and services provided to Lessee during the preceding year.

18. This Agreement shall be legally binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

19. This Agreement shall be governed by, construed with, and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of the respective parties hereto, as of the date first above written.

MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY:

By: [Signature]

LESSEE  
By: [Signature]

Title: PRESIDENT, NORTHEASTERN BASEBALL, INC.

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14. If Lessee, after thirty (30) days' written notice of default in the observance of any term or condition hereof, fails to cure such default (or if such default cannot be cured within thirty (30) days, if Lessee shall have failed to begin and shall not be diligently pursuing the remedy of such default within such thirty (30) day period), then, in addition to all other legal remedies, MP&A may have with respect to such default, MP&A shall have the right to terminate this Agreement, extinguish Lessee's rights in the loungebox, and remove Lessee's personal property from the loungebox; provided however, Lessee shall remain liable to MP&A for any costs incurred by MP&A in connection with such termination of this Agreement.

15. Lessee may, with the prior written consent of MP&A (which consent shall not be unreasonably withheld) assign this Agreement and its rights in the loungebox to any subsidiary, division or other group or entity within or affiliated with its corporate structure; provided however, in the event of any such permitted assignment, Lessee shall remain liable and responsible for compliance with the covenants and agreements set forth herein.

16. Provided this Agreement shall not have been previously terminated due to a default on the part of Lessee, Lessee shall have the right to renew this Agreement as to its interest in the loungebox at any time from and after May 1, 1998 until August 1, 1998. Any such renewal shall be for such term and on such conditions as shall be mutually agreeable to MP&A and Lessee. If Lessee shall not have elected to renew its rights

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(d) Lessee shall be responsible for assuring that all alcoholic beverages kept in the loungebox are kept in a locked cabinet or other secure place.

(e) Lessee shall be solely responsible for, and shall hold MPSA harmless from, the consequences of any violations of Pennsylvania Liquor Control Board laws that may arise because of the actions or omissions of any of its employees, guests or invitees.

(f) No food shall be allowed to be brought into the Stadium by any portion thereof, including any occupant of the loungebox. Food consumed in the Loungebox shall be purchased from the restaurant located in the Stadium, one of the concession stands in the Stadium, or shall be provided by a catering service in accordance with (g) below.

(g) Catering services desired by Lessee shall be arranged and provided for by Lessee at its own cost and expense. Lessee shall use its best efforts to cause any and all caterers making deliveries to the loungebox to complete such delivery function not later than one and one-half (1 1/2) hours prior to the commencement of an event in the Stadium. In addition, Lessee shall require all caterers to give MPSA prior notice of same and to make prior arrangements with MPSA for access to the Stadium.

(h) Lessee acknowledges and agrees that MPSA shall have no liability or responsibility for loss, theft, or damage to any vehicle, or any contents thereof, belonging to Lessee, its guests, licensees or invitees and parked under, around or about the Stadium.

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Without limiting the generality of the foregoing, Lessee acknowledges and agrees that the following rules shall apply with respect to alcoholic beverages (subject to changes in law or official interpretations thereof) and food in the loungebox:

(a) Alcoholic beverages (other than beer) shall be supplied exclusively by Lessee. Beer may be supplied by the Lessee or may be purchased from concession stands in the Stadium. Neither beer nor any other alcoholic beverage may be taken off the premises of the restaurant located in the Stadium.

(b) Alcoholic beverages may be consumed only within the loungebox or on the porch thereof and then only by guests, invitees, or employees of Lessee. No bottles or cans of alcoholic beverages shall be permitted on the loungebox porch, and alcoholic beverages shall be consumed on the porch only from cups or glasses. No alcoholic beverages of any kind shall be passed from anyone on the loungebox porch or from within the loungebox to any person outside of the loungebox or the loungebox porch.

(c) Because general patrons of the Stadium will be prohibited from bringing alcoholic beverages into the Stadium, all stocking of the loungebox with alcoholic beverages must be accompanied no later than one and one half (1½) hours prior to the beginning of any event at the Stadium. Stocking of the loungebox with alcoholic beverages may take place on days other than when events are to be held at the Stadium only through coordination with the MP&SA.

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Stadium (and not with respect to funds applicable to other activities of MPBA), and (b) after payment in full of all bonds and notes (or after payment in full of all entities whose letters of credit support such bonds and notes) issued to finance the Stadium and payment in full of all other obligations and expenses of MPBA with respect to the Stadium and such bonds and notes.

MPBA shall not carry any insurance on the contents of the loungebox.

MPBA shall furnish electricity, water, heat and air conditioning to the loungebox; the cost of such utilities is included in the cost of the annual fifteen thousand (\$15,000.00) dollar fee charged to Lessee. MPBA shall not be responsible for any real property tax that may be assessed against Lessee with respect to the loungebox; MPBA shall have no other responsibility for any tax incurred by Lessee with respect to the loungebox or its contents.

12. Lessee's use and occupancy of the loungebox shall be subject to, and Lessee shall comply with, and shall cause its guests, invitees and licensees to comply with, all applicable laws, ordinances and governmental regulations, as in effect from time to time, and with such rules and requirements governing the use of the Stadium and related facilities, including the loungebox, as may be reasonably established from time to time by MPBA. Lessee shall obtain or cause to be obtained, at its own expense, all permits or licenses required with respect to activities conducted, held or permitted by it in the loungebox.

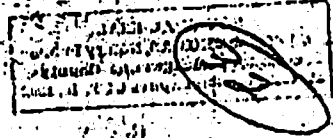


RECORDED IN THE OFFICE OF THE RECORDER OF DEATH  
IN AND FOR LODOWANNA COUNTY, PENNSYLVANIA

Recorded in the office for Recorder of Death  
in and for Lodowanna County, Pennsylvania  
by Deed No. Book 1293 Page 600-613 incl.  
Witness my hand and seal of the office this  
26th day July A.D. 1989

*Ann Marie Lyons*

Recorder of Deaths



FILED FOR RECORD

JUL 26 2 25 PM '89

FEE \$1.00 STAMPS

STATE TAX

1984

LACRYMANTIA ABSTRACT CO., INC.  
BUILDING

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SEE