

STADIUM MANAGEMENT AGREEMENT

BY AND BETWEEN

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

AND

S & W MANAGEMENT, INC.

DATED AS OF FEBRUARY 19, 1998

STADIUM MANAGEMENT AGREEMENT

Table of Contents

SECTION 1.	Preparatory Responsibilities	2
SECTION 2.	Food Service	2
SECTION 3.	Maintenance of Food Service Areas	4
SECTION 4.	Equipment and Expendable Supplies	6
SECTION 5.	Special Functions	7
SECTION 6.	Nonperformance and Subrogation Cut-Off	7
SECTION 7.	Employees of S & W	9
SECTION 8.	Insurance	11
SECTION 9.	Indemnity	13
SECTION 10.	Licenses, Law and Taxes	14
SECTION 11.	Accounting and Compensation	15
SECTION 12.	Books and Records of S & W	20
SECTION 13.	Term; Termination	21
SECTION 14.	Assignment	25
SECTION 15.	Notices	25
SECTION 16.	Relationship of Parties; Consents and Approvals	25
SECTION 17.	Rules of Construction	26
SECTION 18.	Beverage Licenses	27

STADIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made as of this 19th day of February, 1998, by and between MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended, hereinafter referred to as "Owner," of the one part; and S & W MANAGEMENT, INC., a Pennsylvania corporation, hereinafter referred to as "S & W," of the other part.

WITNESSETH:

WHEREAS, Owner has certain concession and serving areas and certain food preparation and storage areas and other areas reasonably necessary for conducting concessions and providing efficient food service ("Food Service Areas," said "Food Service Areas" being hereinafter defined in Subsection 3.1) for rendering of "food service" (as hereinafter defined in Subsection 2.1) to employees, customers, visitors, and guests of Owner ("Owner's Patrons") at Owner's premises located at 235 Montage Mountain Road, Moosic, Pennsylvania (the "Stadium"); and

WHEREAS, S & W desires to manage such activity.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements herein made and set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1. Preparatory Responsibilities

1.1 Owner shall:

1.1.1 Retain in the Food Service Areas at its sole cost and expense all fixed and moveable equipment in said areas on the date of execution of this Agreement necessary to the efficient operation and control of the "food service" to be performed by S & W.

1.1.2 Obtain all governmental licenses, permits and authorizations necessary for the operation of the "food service" including, but not limited to, a seven day alcoholic beverage licenses for the Stadium Club (R-20941, LID 29853) and for the Stadium (AS-36) (the "Beverage Licenses"), said Beverage Licenses to be registered in the name of Owner with the Pennsylvania Liquor Control Board.

1.2 S & W shall:

1.2.1 Assist Owner in determining and establishing operating policies, and in preparing an annual budget for the "food service" operation to be carried out by S & W.

SECTION 2. Food Service

2.1 As used in this Agreement, the term "food service" shall mean purchase, handling, preparation, serving and selling of food, confections, beverages (including alcoholic beverages provided Owner has obtained the Beverage Licenses, which alcoholic beverages shall be purchased, handled, served and sold under

Owner's control and subject to the terms of the Beverage Licenses) and other food products including vended products and other services approved by Owner.

2.2 Food service shall consist of (i) all concession area requirements; (ii) all requirements at the restaurant located at the Stadium known as the Stadium Club (the "Stadium Club"); and (iii) all requirements in the party boxes, luxury suites, picnic deck and other areas of the Stadium as designated by Owner.

2.3 S & W shall be responsible for the management and operation of the food service including, but not limited to: general supervision of the Food Service Areas; purchasing, preparation and serving of food, confections, beverages and other approved food products (together hereinafter referred to as "Food Products"); purchasing of necessary non-food operating supplies, such as paper goods, cleaning supplies and laundry services; and supervision and performance of sanitation and safety practices of the Food Service Areas. Purchasing of food products and non-food operating supplies shall be on terms and procedures mutually agreeable to Owner and S & W. Notwithstanding the foregoing, the purchase, sale, transfer and storage of alcoholic beverages and all matters relating to the Beverage Licenses shall be subject to the management and control of Owner.

- 2.4 Prices, portions and menus covering the food service provided by S & W to the Owner's Patrons shall be subject to final approval by Owner, including alcoholic beverages, which shall be in Owner's exclusive discretion.
- 2.5 S & W will provide Owner with an inventory of food and non-food supplies, equipment as frequently as requested by Owner.
- 2.6 Any rebates issued by vendors/suppliers are to be made payable by such vendors/suppliers directly to Owner.

SECTION 3. Maintenance of Food Service Areas

- 3.1 As used in this Agreement, the term "Food Service Areas" shall mean: the Stadium Club and the other serving areas, storage rooms, preparation areas, and concession stands in the Stadium. Food Service Areas shall not include party boxes, luxury suites or the picnic deck.
- 3.2 Owner shall, at its own cost:
- 3.2.1 Furnish and maintain all utilities including, but not limited to, electricity, gas, water, telephone, ventilation and heat or air conditioning required to operate the Food Service Areas. Owner reserves the right to suspend the furnishing of any utility services or the operation of any utility systems for repairs, alterations, replacements or improvements desirable or necessary in the reasonable judgment of Owner. In any such case, Owner agrees to notify S & W immediately of any interruption or proposed interruption in utility service, and to use

reasonable efforts to restore the same within the shortest reasonable period to create minimum interference with S & W's food service operation.

3.2.2 Daily remove from the stadium all rubbish and garbage resulting from the food service operation conducted by S & W and daily clean and maintain the compactor room (if any) in a sanitary condition.

3.2.3 Provide insecticide and pest control service as frequently as required in the Food Service Areas.

3.3 S & W shall:

3.3.1 Clean and maintain in good condition the storage rooms, preparation areas, and serving lines to include equipment, floors, walls, ceilings and shelvings; keep clean and maintain in good condition, the floors, walls, and windows of the Food Service Areas;

3.3.2 Properly store all food and supplies reasonably promptly after delivery thereof to the Food Service Areas;

3.3.3 Keep clean and maintain in good condition the expendable supplies and all food service equipment and counters;

3.3.4 Daily remove rubbish and garbage from the Food Service Areas to areas at the Stadium designated by Owner and be responsible for the grease removal from the Stadium, and shall be responsible for the separation of garbage and recyclable material as required by law;

- 3.3.5 Take good care of the Food Service Areas, and the fixtures and any moveable equipment and expendable supplies; and at the termination of this Agreement turn the same over to Owner in as good order and condition as at the commencement of the term of this Agreement, reasonable wear and tear and breakage and damage by fire or other casualty excepted;
- 3.4 Owner maintains the right of entry into and control over the Food Service Areas; provided, however, that Owner will not, unless necessary, exercise such control so as to interfere unreasonably with the performance of the obligations of S & W under this Agreement.

SECTION 4. Equipment and Expendable Supplies.

- 4.1 Owner and S & W agree to conduct periodic joint inspections to determine the need for such maintenance, repair and replacement of the fixed and moveable equipment and the expendable supplies.
- 4.2 The obligation for maintenance (including but not limited to routine maintenance), repair and replacement of the fixed and moveable equipment furnished and installed by Owner pursuant to Subsection 1.1.1 shall be that of S & W. S & W shall authorize such maintenance, repair and replacement on behalf of the Owner, provided, however, that no single maintenance, repair or replacement in excess of Five Hundred Dollars

(\\$500.00) shall be authorized by S & W without the prior approval of Owner.

- 4.3 S & W shall, with Owner's prior approval from time to time, order and purchase expendable supplies, as the original items become worn, broken, used, lost or otherwise disposed of and any such purchase of expendable supplies by S & W shall be an Operating Expense (as hereinafter defined).

SECTION 5. Special Functions.

- 5.1 All additional food services performed at the Stadium by S & W shall be approved by Owner.
- 5.2 This Agreement shall be construed to bind Owner to exclusive use of S & W for all food service needs at the Stadium and any and all areas appurtenant and incidental to the aforesaid areas including, but not limited to, the Stadium Club. Notwithstanding the foregoing, outside caterers may provide catering services for the luxury boxes. It is the intent of the parties hereto that such outside caterers perform catering services for luxury boxes only and in no event shall such outside caterers provide any services relating to the operation of the concession business at the Stadium.

SECTION 6. Non-performance and Subrogation Cut-Off.

- 6.1 The obligations of S & W and Owner to perform under this Agreement shall be subject to the termination of any agreement, written or otherwise, between Owner and any party for the provision at the Stadium of goods and/or services of the

type to be provided by S & W under this Agreement, prior to the commencement of this Agreement.

- 6.2 Neither S & W nor Owner shall be liable for failure or delay in performance under this Agreement when such performance is prevented, delayed or impaired, directly or indirectly, by any event beyond its reasonable control including, without limitation, any fire, flood or other casualty, Act of God, strike, labor disturbance, or shortage of or inability to obtain labor, materials or supplies provided that any such failure or delay in performance extended for more than thirty (30) days shall constitute a default giving the other party the right to terminate this Agreement using the procedure specified in Section 13.
- 6.3 Owner and S & W each hereby releases the other, its officers, directors, employees, servants and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by valid and collectable fire insurance with standard extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage (a) actually recovered from an insurance company and (b) occurring during such time as the

releasor's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Owner and S & W each agrees that any physical damage insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra cost, or, if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

SECTION 7. Employees of S & W.

- 7.1 S & W shall provide the type of concession service and food delivery service reasonably specified by Owner. Such service, both in the number and quality of services, shall meet the reasonable standards from time to time as shall be mutually agreed upon by Owner and S & W in advance and in writing.
- 7.2 S & W shall hire all employees, including servers, that S & W determines that it requires for its concessions and food service operation at the stadium. The number of employees hired by S & W and their compensation, both direct or indirect, shall be subject to approval of the Owner. All persons employed by S & W shall be employees of S & W, and neither S & W nor any agent or employee of S & W shall be or be deemed

to be an employee of Owner. All employees hired by S & W for its food service operation hereunder shall be subject to such health examinations as are required by any applicable City, State or Federal laws or regulations governing the handling, preparation and serving of food. S & W shall require S & W's employees to conform to applicable, reasonable Owner's policies as to methods, appearance, cleanliness and behavior established from time to time in writing and delivered to S & W. S & W agrees that Owner may, for good cause, request that any S & W employee be removed or transferred from the Stadium, and, upon such request, S & W shall immediately remove and transfer such employee. S & W and Owner agree that, in connection with all applications for renewal or transfer of the Beverage Licenses for the Stadium, both Owner and S & W, if required, shall file all appropriate forms required by the PA Liquor Control Board and obtain all tax clearances from the PA Department of Revenue and the Pennsylvania Department of Labor & Industry as may be necessary in connection with any renewal or transfer of the Beverage Licenses.

7.3 Unless otherwise agreed to by Owner, S & W agrees that, during the term of this Agreement, Richard P. Sweeney ("Sweeney"), an officer and principal of S & W, will serve as the on-site general manager of S & W's operations at the Stadium. Sweeney will be responsible for management of the overall food service

operations at the Stadium and shall be the point of contact between Owner and S & W with regard to food services at the Stadium. In the event of S & W's failure to perform the foregoing covenant, after notice and the grace periods set forth in Section 13.1.1(b), such failure shall constitute a Default by S & W under this Agreement and Owner shall have the remedies set forth in Section 13.1.2.

SECTION 8. INSURANCE.

8.1 S & W shall maintain in effect the following insurance coverages while performing services hereunder:

8.1.1 workers' compensation as required by law.

8.1.2 comprehensive or commercial general liability insurance naming Owner as an additional insured party; public liability coverage including personal injury liability and product liability; if on a commercial general liability form, the limit per occurrence shall be One Million Dollars (\$1,000,000) and the annual aggregate shall be Two Million Dollars (\$2,000,000); if on a comprehensive general liability form, the limits shall be One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and include bodily injury and property damage liability.

8.1.3 automobile liability naming Owner as an additional insured party, with liability limits of One Million

Dollars (\$1,000,000) combined single limits (CSL) bodily injury and property damage per accident.

- 8.2 The insurance specified in Subsection 8.1 shall be effected with insurers approved by Owner, authorized to do business in Pennsylvania, and under valid and enforceable policies, each providing that it shall not be cancelled without at least thirty (30) days' prior notice to Owner. S & W shall obtain and deliver to Owner certificates from its insurers evidencing continuance of such insurance and providing for notice prior to cancellation or material change as set forth above. The amount chargeable to Owner for the foregoing insurance coverage under Subsection 11.3.3 hereof shall, with respect to any policies which also insure other premises or operations of S & W, be that proportion of the total cost that is reasonably allocable to the operations under this Agreement.
- 8.3 S & W shall have no responsibility for placing or maintaining physical damage insurance on the property of Owner, and except as otherwise provided in Sections 6 and 9, if applicable, the risk of loss or damage thereto shall be borne by Owner and not by S & W, notwithstanding any provision to the contrary.
- 8.4 S & W shall maintain in effect or cause to be maintained in effect and pay for the following insurance coverages while S & W is performing services hereunder:
- 8.4.1 Liquor liability with limits of One Million Dollars (\$1,000,000); and

8.4.2 Umbrella liability with limits of Five Million Dollars (\$5,000,000).

8.5 The insurance specified in Subsection 8.4 shall be effected with insurers approved by Owner, authorized to do business in Pennsylvania, and under valid and enforceable policies naming Owner as an additional insured or additional loss payee, each providing that it shall not be cancelled without at least thirty (30) days prior notice to Owner. S & W shall obtain and deliver to Owner, certificates from its insurers evidencing continuance of such insurance and providing for notice prior to cancellation or material change as set forth above.

SECTION 9. Indemnity.

9.1 S & W shall save and hold Owner, its employees, servants and agents harmless from any loss, damage, liability and expense, including damages and injury to persons or property and reasonable legal fees, arising out of or resulting from the performance of services under this Agreement by S & W, its agents, servants or employees, including, without limitation, failure of S & W, its agents, servants, or employees to comply with the provisions of Subsection 10.3 hereof, but not those caused by the willful acts or negligence of Owner, its employees, servants or agents.

9.2 Owner shall save and hold S & W, its employees, servants and agents harmless from any loss, damage, liability and expense,

detailed register tapes from each register utilized in the food service operations. Owner acknowledges that it may, in some instances, collect cash from sales or render billings for non-cash sales as a result of, or in connection with, the sales or service of food products rendered to Owner's patrons within the food service areas by S & W and Owner. Within five (5) days following the end of each month, Owner agrees to provide S & W with an accounting statement, certified by a duly authorized representative of Owner as being correct, to the best of such representative's knowledge, setting forth the amount of such cash or non-cash sales in order that S & W may properly furnish to Owner the accounting statements as specified herein.

11.1.1 S & W agrees to provide to Owner an annual Accounting Statement within ninety (90) days of the end of each calendar year. The annual Accounting Statement shall reconcile the accrual and cash basis statements.

11.1.2 S & W will provide daily sales reports to Owner of food service operations at the Stadium.

11.1.3 S & W will provide weekly reports to Owner of food consumption for the Stadium Club.

11.2 As used in this Agreement, the term "gross sales less applicable tax" shall mean:

11.2.1 the actual cash collected by S & W or Owner from the Owner's Patrons in connection with the sales or service

of food products, alcoholic beverages, novelties and merchandise; plus

- 11.2.2 any non-cash sales (such as billings by Owner, charges, meal checks or vouchers authorized by Owner); less
- 11.2.3 Direct Taxes collected and/or billed by S & W or by Owner with respect to such sales or services; and less
- 11.2.4 any refunds, credits, allowances and adjustments made by S & W to Owner's Patrons.

11.3 As used in this Agreement, the term "Operating Expenses" shall, subject to Subsection 11.3.7, mean all normal expenses actually and reasonably incurred by S & W in connection with or reasonably attributable to its service operation at the Stadium for which S & W shall be reimbursed including, but not limited to, the following:

- 11.3.1 The actual labor costs, whether direct or indirect (including, but not limited to, wages, bonuses, payroll, taxes, pension, health insurance, disability insurance, life insurance, union benefits and fringe benefits) of all persons employed by S & W in connection with the service operation while working on behalf of Owner in fulfillment of obligations incurred under this Agreement;
- 11.3.2 The actual costs of all merchandise and Food Products, whether direct or indirect including, but not limited to, applicable taxes, handling and delivery charges, purchased for S & W's operation at the Stadium;

- 11.3.3** The actual cost of other normal expenses, whether direct or indirect, reasonably incurred in connection with or reasonably attributable to S & W's operation at the stadium including, but not limited to, equipment and expendable supplies and the repair and/or replacement thereof, paper supplies, cleaning supplies, equipment rental, office supplies, license fees, legal fees, accounting fees, insurance, uniforms, vending, laundry service, insurance and other services and activities required to be undertaken by S & W under this Agreement;
- 11.3.4** A fixed annual management fee for each contract year of Thirty-Five Thousand Dollars (\$35,000.00) payable to S & W as follows:
- (a) Seven Thousand Dollars (\$7,000.00) on May 15th;
 - (b) Seven Thousand Dollars (\$7,000.00) on June 15th;
 - (c) Seven Thousand Dollars (\$7,000.00) on July 15th;
 - (d) Seven Thousand Dollars (\$7,000.00) on August 15th; and
 - (e) Seven Thousand Dollars (\$7,000.00) on September 15th.
- 11.3.5** Any and all Direct Taxes on the non-cash portions of gross sales less applicable taxes (including Direct Taxes incorporated by Owner into billings by Owner); and
- 11.3.6** Any other normal reasonable costs incurred by S & W in conforming to the requirements of this Agreement or with the prior written approval of Owner.

11.3.7 Operating Expenses shall not include (a) S & W payroll and insurance costs not involved with food service operations at the stadium; (b) the amount of Direct Taxes which are collected or charged in connection with S & W's sales or services hereunder and deducted in computing gross sales less applicable taxes, except as may be provided herein; (c) any franchise, capital stock, income or similar tax based upon the income or profits of S & W; (d) any indemnity payment by S & W under Section 9; and operating expenses shall be reduced by (a) amounts received for Food Products or other merchandise charged as operating expenses and returned to suppliers for credit; (b) amounts received from the use, by other operations owned or conducted by S & W, of Food Products or other merchandise charged as operating expenses; (c) any insurance proceeds received by S & W in connection with such expenses to the extent the gross amount had previously been charged by S & W hereunder as an operating expense.

11.4 The following amounts shall be paid or credited by Owner to S & W:

1. The fixed management fee pursuant to Section 11.3.4 hereinabove.
2. All other Operating Expenses of S & W, payable monthly or more frequently.

11.5 S & W will not incur Operating Expenses with an affiliate of S & W without obtaining the prior written consent of Owner.

11.6 In addition to the Accounting Statement, S & W shall furnish to Owner monthly a cash flow report (the "Cash Flow Report") and accrual basis profit and loss statement (the "Profit & Loss Statement") for food service operations at the Stadium. S & W shall furnish the Cash Flow Report and Profit & Loss Statement within twenty (20) days following the end of each month or such other reasonable period of time mutually agreed upon by the parties. The Cash Flow Report and Profit & Loss Statement shall be in such form and detail as is reasonably agreed upon by S & W and Owner.

11.7 Upon commencement of this Agreement and monthly thereafter, Owner shall advance to S & W sufficient funds for an efficient food service operation at the Stadium and to meet the cash flow requirements of operation on a monthly basis. The amount of such monthly advances shall be mutually agreeable to Owner and S & W.

SECTION 12. Books and Records of S & W.

S & W shall keep and maintain accurate and complete books and records of its food service operation performed hereunder in accordance with sound and generally accepted principles of food service accounting and otherwise in such form, detail and manner as Owner may reasonably request. Said books may be inspected and audited by Owner or its agents at Owner's

expense at reasonable times during S & W's business hours at S & W's accounting office. S & W shall retain the books and records covering each accounting period for a minimum period of three (3) years following the date of the accounting statement covering the accounting period.

SECTION 13. Term; Termination.

13.1 The initial term of this Agreement shall begin on February 20, 1998, and shall continue in full force and effect for a term of three (3) years, unless earlier terminated as a result of a Default of S & W (as set forth in Section 13.1.1 or as a result of a Default of Owner (as set forth in Section 13.1.3). This Agreement shall be automatically extended on a contract year to contract year basis commencing on the last day of the initial three (3) year term, unless either party informs the other in writing on or before November 15th that it desires to terminate this Agreement as of the end of such contract year.

13.1.1 The occurrence at any time during the term of this Agreement of any one or more of the following events shall constitute a Default of S & W:

- (a) S & W shall fail to pay to Owner any monies when due hereunder, and such failure shall continue for ten (10) days after notice to S & W from Owner;
- (b) S & W shall neglect or fail to perform any other term or condition of this Agreement which is to be performed or observed by S & W, and S & W shall

fail to remedy the same promptly after written notice to S & W specifying such neglect or failure, or, if such failure is of such nature that S & W cannot reasonably remedy the same promptly, S & W shall fail to commence promptly to remedy the failure and to prosecute such remedy to completion with diligence and continuity;

- (c) S & W shall do, or fail to do, some act which causes a violation of the law resulting in a material modification or cancellation of the Beverage Licenses;
- (d) S & W shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation for the relief of debtors, or shall seek or consent to acquiesce in the appointment of any trustee, receiver, liquidator of S & W or all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(e) A petition shall be filed against S & W in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state or other law or regulation and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or any debtor in possession (whether or not S & W) trustee, receiver or liquidator of S & W or all or any substantial part of its properties or of the authorized areas shall be appointed without consent or acquiescence of S & W and such appointment shall remain unvacated or unstayed for the aggregate of ninety (90) days (whether or not consecutive).

13.1.2 Upon the occurrence of a Default of S & W, Owner may terminate this Agreement by notice to S & W, specifying a date not less than fifteen (15) days after giving of such notice on which this Agreement shall terminate, and this Agreement shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the term of this Agreement, and S & W shall vacate the authorized areas and facilities forthwith, but S & W shall remain liable to Owner for its default.

13.1.3 Owner shall in no event be in default of the performance of Owner's obligations hereunder unless and until Owner shall have failed to perform such obligations promptly, after written notice by S & W to Owner specifying wherein Owner has failed to perform any such obligations ("Default of Owner"). In the event of a Default of Owner, S & W may terminate this Agreement by notice to Owner, specifying the date not less than fifteen (15) days from the giving of such notice on which this Agreement shall terminate, and this Agreement shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the term of this Agreement.

13.2 On termination, Owner shall:

13.2.1 Purchase, at S & W's most recent unit purchase prices, all merchandise and Food Products and equipment of S & W on hand at the Stadium for which Owner has not already paid.

13.2.2 Pay any amount due from Owner to S & W pursuant to any agreement executed by Owner and payable to S & W, whether or not such payment is due in accordance with the provisions of said agreement.

13.3 The covenants, duties, obligations and rights contained in Subsection 7.3 and Sections 9, 10, 11 and 12 shall survive any termination of this Agreement.

SECTION 14. Assignment:

This Agreement shall not be assigned by either party by operation of law or otherwise without the written consent of the other, which consent shall not be unreasonably withheld or delayed.

SECTION 15. Notices.

Any notice required hereunder shall be deemed to have been given if delivered in writing personally to, or sent by certified United States mail, return receipt requested and addressed as follows:

If to S & W: Richard P. Sweeney, President
S & W Management, Inc.
1534 Quincy Avenue
Dunmore, PA 18509

If to Owner: Multi-Purpose Stadium Authority of
Lackawanna County
235 Montage Mountain Road
Moosic, PA 18507

Attention: Chairman

With a copy to: Thomas R. Nealon, Esquire
Scanlon, Howley, Scanlon & Doherty
Bank Towers, Suite 1000
321 Spruce Street
Scranton, PA 18503

Either party may change its address for notice by giving notice to the other as aforesaid.

SECTION 16. Relationship of Parties; Consents and Approvals.

16.1 Owner shall from time to time designate in writing a single named person as its authorized representative to exercise its rights and to give consents and approvals on its behalf under

this Agreement, and shall notify S & W in writing from time to time of the name and address of such authorized representative.

16.2 Owner shall not unreasonably withhold or delay any consents or approvals permitted or required anywhere in this Agreement.

SECTION 17. Rules of Construction.

17.1 Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way as defining, limiting or amplifying the provisions hereof.

17.2 This Agreement constitutes and contains the entire Agreement of the parties and supersedes and cancels all previous written or oral communication between the parties concerning the subject matter of this Agreement. This Agreement shall not be amended in any manner except by a written instrument referring to this Agreement and duly executed and delivered by the party to be charged thereby.

17.3 The covenants and agreements contained in this Agreement are binding on and, except for assignments in violation of the provisions hereof, shall inure to the benefit of the respective parties hereto and their legal successors and assigns.

17.4 This Agreement is executed and delivered in the State of Pennsylvania and is to be construed under and governed by the law thereof.

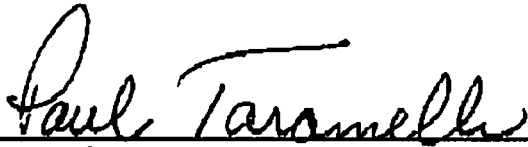
17.5 If any provisions of this Agreement or portion of such provision or the application thereof to any person or circumstances is for any reason held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision), and the application thereof to other persons or circumstances, shall not be affected thereby.

SECTION 18. Beverage Licenses.

18.1 Owner shall exercise its best efforts to preserve the Beverage Licenses and will not cause either of them to lapse, and further agrees to use all reasonable efforts to renew the same from year to year. If requested by S & W, yearly evidence that the applications for renewal has been filed shall be given by Owner to S & W at least five (5) days prior to the last day fixed by the Pennsylvania Liquor Control Board for the filing of said renewal applications.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

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



Secretary

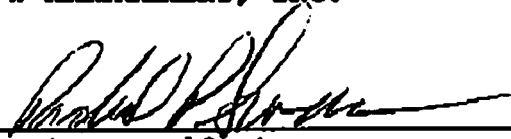
By: 

**Its Chairman
Duly Authorized**

S & W MANAGEMENT, INC.

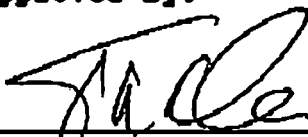


Secretary

By: 

**Its President
Duly Authorized**

Approved By:



**Thomas R. Nealon, Esquire
Solicitor**

AMENDMENT NO. 1

STADIUM MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 1 is made as of the 19th day of February, 1999, by and between MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, a municipal authority organized and existing under the Municipalities Authority Act of 1945, as amended, hereafter referred to as "Owner,"

AND

S & W MANAGEMENT, INC., a Pennsylvania corporation, hereafter referred to as "S & W."

Background

A. Owner and S & W entered into a Stadium Management Agreement dated as of February 19, 1998 (the "Management Agreement") pursuant to which S & W renders food services at Owner's premises at 235 Montage Road, Moosic, Pennsylvania (the "Stadium").

B. Owner and S & W mutually desire to modify the terms of the Management Agreement in certain respects all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and intending to be legally bound hereby, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to them in the Management Agreement.

2. Capital Expenditures. S & W agrees to make certain capital expenditures up to a maximum aggregate expenditure of One Hundred Fifty Thousand Dollars (\$150,000.00) in connection with the Food Service Areas at the Stadium, as mutually agreed to by Owner and S & W, including the following:

- (a) installation of a tap system at the Stadium Club;
- (b) installation of a sound system at the Stadium Club;
- (c) installation of a cash register system at the Stadium Club;

- (d) purchase of kitchen equipment;
- (e) repairs, replacements and updates to food service signage at the Stadium;
- (f) refurbishment of the concession stands; and
- (g) such other expenditures as Owner and S & W shall mutually agree.

All equipment and other items acquired with S & W's capital expenditures shall remain at the Stadium upon termination of the Management Agreement, as amended hereby, and become the property of Owner.

3. Management Fee. As of February 20, 1999, Section 11.3.4 is amended and restated as follows:

"11.3.4 A fixed annual management fee for each contract year of Seventy-Five Thousand Dollars (\$75,000.00) payable to S & W as follows:

- (a) Fifteen Thousand Dollars (\$15,000.00) on May 15th;
 - (b) Fifteen Thousand Dollars (\$15,000.00) on June 15th;
 - (c) Fifteen Thousand Dollars (\$15,000.00) on July 15th;
 - (d) Fifteen Thousand Dollars (\$15,000.00) on August 15th;
- and
- (e) Fifteen Thousand Dollars (\$15,000.00) on September 15th."

4. Term. The initial term of the Management Agreement, which pursuant to Section 13.1 expires February 19, 2001, is hereby extended for a period of three (3) years to February 19, 2004. The Management Agreement shall be automatically extended on a contract year to contract year basis after February 19, 2004, unless either party informs the other in writing on or before November 15th that it desires to terminate the Management Agreement as of the end of such contract year.

5. Termination Fee. If the Management Agreement, as amended hereby, is terminated for any reason, including S & W's Default thereunder, prior to February 19, 2004, Owner shall within ten (10)

days following the date of such termination pay to S & W a termination fee (the "Termination Fee"). The Termination Fee to be paid by Owner to S & W shall be determined by multiplying \$3,334.00 by the number of monthly periods from the date of termination to February 19, 2004 (with any partial monthly period being considered as a full monthly period).

6. Confirmation. The parties hereto hereby ratify and confirm the Management Agreement as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day and year first above written.

ATTEST:

Paul Taramelli Secy
Secretary

MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY

By: [Signature]
Its Chairman
Duly Authorized

[Signature] Secy
Secretary

S & W MANAGEMENT, INC.

By: [Signature]
Its President
Duly Authorized

APPROVED BY:

[Signature]
Thomas R. Nealon, Esquire,
Solicitor

AMENDMENT NO. 2

STADIUM MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 is made as of the 21st day of March, 2000, by and between MULTI-PURPOSE STADIUM AUTHORITY OF LACKAWANNA COUNTY, a municipal authority organized and existing under the Municipalities Authority Act of 1945, as amended, hereafter referred to as "Owner,"

AND

S & W MANAGEMENT, INC., a Pennsylvania corporation, hereafter referred to as "S & W."

Background

A. Owner and S & W entered into a Stadium Management Agreement dated as of February 19, 1998 and an Amendment No. 1 to the Stadium Management Agreement dated as of February 19, 1999 (collectively the "Management Agreement") pursuant to which S & W renders food services at Owner's premises at 235 Montage Road, Moosic, Pennsylvania (the "Stadium").

B. Owner and S & W mutually desire to modify the terms of the Management Agreement in certain respects all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and intending to be legally bound hereby, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to them in the Management Agreement.

2. Off Premise Food Service. The following new subsection 5.3 is added to Section 5 of the Management Agreement:

"5.3 If Food Service is provided by the Stadium Club at a location other than the Stadium, S & W will be entitled to an off premise fee of fifteen percent (15%) of the

total cost for such Food Service (the "Off Premise Fee"). The Off Premise Fee will be included on all invoices for Food Services at locations other than the Stadium. All Off Premise Fees shall be paid to S & W by Owner on a monthly basis."

3. **Confirmation.** The parties hereto hereby ratify and confirm the Management Agreement as amended hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the day and year first above written.

ATTEST:

MULTI-PURPOSE STADIUM AUTHORITY
OF LACKAWANNA COUNTY




Secretary


By: 

Its Chairman
Duly Authorized

S & W MANAGEMENT, INC.




Secretary

By: 

Its President
Duly Authorized

APPROVED BY:



Thomas R. Nealon, Esquire,
Solicitor