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February 29, 2008

Lackawanna County Board of Commissioners  
200 Adams Avenue  
Scranton, Pennsylvania 18503

Dear Commissioners:

We are very pleased that you have chosen McKenna Long & Aldridge LLP and Resnick Amsterdam Leshner, P.C. to represent the Lackawanna County Board of Commissioners in connection with the professional baseball stadium and negotiations with SWB Yankees LLC, Mandalay Baseball Properties, LLC and the New York Yankees (collectively referred to herein as the "SWB Yankees." It is our policy to transmit an engagement letter when we initiate any representation. This letter will summarize the terms of our engagement.

As stated in our response to your request for qualifications, our team is a collaboration between McKenna Long & Aldridge LLP ("MLA") and Resnick Amsterdam Leshner, P.C. ("RAL"). MLA will provide legal services in connection with this project. I, along with Trey Wainwright, will take responsibility for managing the services provided by MLA. RAL will provide non-legal services with respect to this project, with Steven Resnick and Gary Loewenstern managing the services provided by their firm. Each firm reserves the right to involve other professionals, as needed, to provide efficient and cost effective services on your behalf.

We anticipate two phases of the engagement at this time: (1) completion of a ballpark study and an analysis of options that Lackawanna County may have; and (2) and then depending on the options available, working with the County to negotiate with SWB Yankees and/or its affiliates toward a potential lease agreement or some other alternative, as the case may be.

This ballpark study cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcation, that may exist. However, we will inform you of any such matters that come to our attention.

We will document the results of this engagement in a report. You agree that this report will be used solely for the Commissioners and will not be distributed to outside parties, unless otherwise deemed to be public information. The goals, objective, analysis, recommendations, and implementation plans presented in this report will be based on key assumptions about the future. Changes in these assumptions or similar unforeseeable events could modify the information presented in the plan. We do not assume the responsibility for updating our report for subsequent events.

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We agree that the only entity and persons receiving copies of the ballpark study will be the Commissioners of Lackawanna County, unless otherwise determined to be public information.

If the Commissioners of Lackawanna County distribute a copy of the consulting report to any person or entity without having first obtained our prior written permission to do so, Lackawanna County hereby agrees to indemnify and hold us harmless from and against any and all claims or causes of action for damages or loss against us by such person or entity as a result of said person's alleged reliance on said report.

In connection with this engagement, representatives from our team will attend an initial meeting with appropriate representatives of the County on March 3, 2008 in Lackawanna County. Our initial fee for the preliminary meeting will be \$15,000 (the "Initial Fee"), which amount will also cover our respective travel expenses to Lackawanna County.

After our preliminary meeting, we will bill our services by the hour. As also referenced in our letter of February 20, 2008, we estimate that our fees for this engagement will be approximately \$200,000 (inclusive of the Initial Fee). This amount is an approximation based on our present knowledge of the circumstances related to the stadium. We will update our fee projections over the course of the engagement in the event the scope of the project changes or in the event of other circumstances unforeseen at this point. The billing rates for MLA attorneys range from \$175.00 per hour to \$650.00 per hour. My billing rate is \$560.00 per hour, and Trey Wainwright's billing rate is \$340.00 per hour. RAL partners bill at the rate of \$400 per hour. Our standard hourly rates may be adjusted, generally on an annual basis, consistent with the prevailing market rates for similar services.

In addition, MLA and RAL charge separately for certain costs incurred in the representation including the following: travel expenses (except for the Initial Fee and preliminary meeting), long distance telephone charges, photocopying, support staff overtime (when necessitated by the demands of the matter), computer assisted research, overnight express services, messenger services and postage.

A statement of services rendered will be submitted to you each month that will detail professional fees and expenses incurred with this representation. We will submit our invoice(s) to the County for payment. Payment is due within 30 days following the invoice date.

It is our normal practice to request a retainer for all new engagements. However, because of the nature of the representation and because it is our policy to work with governmental entities, we will bill the County on a monthly basis for the fees and out-of-pocket expenses incurred during the previous month.

The County may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. We reserve the right to withdraw from representation for failure of the client to make timely payment of fees, costs and disbursements in accordance with the fee arrangement described in this letter, or for any other reason permitted by the applicable rules of professional conduct.

MLA is a law firm of several hundred lawyers and non-lawyer professionals, with offices in multiple states and Brussels, Belgium. From time to time, MLA clients will have business dealings, negotiations, and sometimes disputes (including litigation) with other clients of the firm. In consideration of MLA's acceptance of this engagement, the County agrees that MLA

may in the future represent existing or new clients in any matter involving or related to the County including, without limitation, litigation against the County and all other matters directly or indirectly adverse to the interests of the County, so long as those matters are not substantially related to this representation or to any other matter on which the County engages MLA.

MLA's record retention policy provides for client's files to be kept for ten (10) years after the client's matter has been closed. At the conclusion of the retention period, the file will be destroyed unless the client requests alternate arrangements. Upon request, we will return any personal property or original documents furnished to us in the course of representation as soon as the matter is closed.

On behalf of McKenna Long & Aldridge LLP and Resnick Amsterdam Leshner, P.C., we appreciate the opportunity to be of service to the Lackawanna County Board of Commissioners. We look forward to working with you. We hope and trust that you will find our proposal acceptable. If so, please acknowledge your acceptance of the terms of this letter by signing a counterpart of this letter and returning it to me so that my files will be complete. We will assume that the terms as outlined in this letter are acceptable to the County unless we hear otherwise from you.

Again, if you have any questions concerning the terms of our engagement, please do not hesitate to call me.

Very truly yours,



Steven J. Labovitz

SJL/tg

Enclosure

cc: Trey Wainwright, Esq.  
Mr. Steven Resnick  
Mr. Gary Loewenstern

ACCEPTED AND AGREED:

Lackawanna County Board of Commissioners



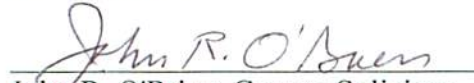
Michael J. Washo



Corey D. O'Brien



A.J. Munchak



John R. O'Brien, County Solicitor