

FIRST AMENDMENT OF LEASE

FIRST AMENDMENT OF LEASE (this "Amendment"), dated as of December 2, 2001, between THE CITY OF NEW YORK, a municipal corporation with an address at City Hall, New York, New York 10007 ("Landlord"), and STERLING DOUBLEDAY ENTERPRISES, L.P., a Delaware limited partnership with an address at Shea Stadium, Flushing, New York 11368, as successor-in-interest to Doubleday Sports, Inc. ("Tenant").

RECITALS:

A. Landlord and Doubleday Sports, Inc. (Tenant's predecessor-in-interest) entered into a Restated Agreement, dated as of January 1, 1985 (the "Lease").

B. Landlord and Tenant wish to enter into this Amendment in order to (i) set forth a modification of the term of the Lease, and (ii) clarify certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Amendment, Landlord and Tenant agree as follows:

Section 1. TERM

(a) Notwithstanding anything to the contrary contained in the Lease, the Initial Term shall expire at noon on December 31, 2005 (the "Initial Term Expiration Date").

(b) Notwithstanding anything to the contrary contained in the Lease, Tenant shall have five (5) consecutive options (respectively, the "First Renewal Option", the "Second Renewal Option", the "Third Renewal Option", the "Fourth Renewal Option", and the "Fifth Renewal Option", and, collectively, the "Renewal Options") to extend the term of the Lease. Each Renewal Option shall be for a term of one year (respectively, the "First Renewal Term", the "Second Renewal Term", the "Third Renewal Term", the "Fourth Renewal Term", and the "Fifth Renewal Term", and, collectively, the "Renewal Terms"). The First Renewal Term shall commence at noon on the Initial Term Expiration Date, and shall expire at noon on the first (1st) anniversary of the Initial Term Expiration Date or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Second Renewal Term shall commence at noon on the expiration date of the First Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the First Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Third Renewal Term shall commence at noon on the expiration date of the Second Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the Second Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Fourth Renewal Term shall commence at noon on the expiration date of the Third Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the Third Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Fifth Renewal Term shall commence at noon on the expiration date of the Fourth Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the Fourth Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease.

(c) The Renewal Options may be exercised only by Tenant giving Landlord written notice (the "Renewal Notice") of Tenant's intention to renew the Lease pursuant to this Section 1 not later than: (i) in the case of the First Renewal Term, six (6) months prior to the Initial Term Expiration Date; (ii) in the case of the Second Renewal Term, six (6) months prior to the last day of the First Renewal Term; (iii) in the case of the Third Renewal Term, six (6) months prior to the last day of the Second Renewal Term; (iv) in the case of the Fourth Renewal Term, six (6) months prior to the last day of the Third Renewal Term; and (v) in the case of the Fifth Renewal Term, six (6) months prior to the last day of the Fourth Renewal Term. Such Renewal Notice shall be deemed properly given only if, on the date that Tenant shall exercise each Renewal Option (the "Exercise Date"), the Lease shall not have been previously terminated.

(d) If Tenant shall exercise a Renewal Option in accordance with the provisions of this Section 1, then the Lease shall be extended for the then applicable Renewal Term upon all of the terms, covenants and conditions contained in the Lease, except that: (i) the rent payable to Landlord by Tenant during each Renewal Term shall be determined in accordance with the provisions of the Lease pursuant to which the rent payable to Landlord by Tenant for the final year of the Initial Term is determined; (ii) from and after the relevant "Exercise Date", all references to the "Term of This Agreement" shall be deemed to include the First Renewal Term, and, if the Second Renewal Option shall be exercised, the Second Renewal Term, and, if the Third Renewal Option shall be exercised, the Third Renewal Term, and, if the Fourth Renewal Option shall be exercised, the Fourth Renewal Term, and, if the Fifth Renewal Option shall be exercised, the Fifth Renewal Term; (iii) the term "Renewal Term" shall be deemed to include each Renewal Term; and (iv) Tenant shall have no further right or option to renew the Lease or the term thereof beyond the Fifth Renewal Term. Except as set forth in this Section 1, Tenant shall have no right or option to renew the Lease or the term thereof. In furtherance of, and without limiting, the foregoing, in the event that Tenant shall not exercise the First Renewal Option, the term of the Lease shall expire on the Initial Term Expiration Date.

Section 2. CLARIFICATION OF EXISTING LEASE PROVISIONS

(a) (i) For purposes of determining the amount of the payment required to be made by Tenant to Landlord pursuant to Section 16.2 of the Lease, "scoreboard advertising revenue" shall not include any amounts generated during year 2001 and all subsequent years of the term of the Lease that are attributable to the rotating advertising signage located on the parapet wall between the home team and visiting team dugouts and behind homeplate at the Stadium (the "Homeplate Signage"), and Landlord acknowledges that it has no claim to any such amounts generated during such period.

(ii) The provisions of this Section 2(a) shall not be deemed to be an admission by Landlord or Tenant, or an agreement between Landlord and Tenant, that amounts generated during the portion of the term of the Lease prior to year 2001 that are attributable to the Homeplate Signage shall be included within the definition of "scoreboard advertising revenue" for purposes of determining the amount of the payment required to be made by Tenant to Landlord pursuant to Section 16.2 of the Lease, and Landlord and Tenant hereby reserve all of their rights with respect to the resolution of such issue.

(b) (i) For purposes of Section 8.1 of the Lease: (i) "Pay Television Receipts" does not include any amounts received by Tenant arising out of any collective agreement of the member clubs of Major League Baseball to license national or international rights to telecast or otherwise transmit accounts and descriptions of Major League Baseball games, including, without limitation, any such agreement entered into on behalf of the member clubs of Major League Baseball by any MLB Entity (as hereinafter defined); and (ii) Landlord acknowledges that it has no claim, and accordingly waives any claim Landlord may have, to any such amounts generated during the term of the Lease.

(ii) For purposes of this Section 2(b), the term "MLB Entity" shall mean the American League, the National League, the Office of the Commissioner of Major League Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball International, Inc., any entity that is a successor to any of the foregoing entities, or any other entity that is authorized to act on behalf of the member clubs of Major League Baseball.

Section 3. BROKER. Each of Landlord and Tenant represents and warrants to the other that it has dealt with no broker, agent or other person in connection with this Amendment. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Amendment. The provisions of this Section 3 shall survive the expiration or earlier termination of the Lease.

Section 4. NO DEFAULTS

(a) Tenant represents and warrants to Landlord that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Tenant's knowledge, Landlord is not in default in the performance of any of Landlord's obligations under the Lease, and (iii) to the best of Tenant's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Landlord under the terms of the Lease.

(b) Landlord represents and warrants to Tenant that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Landlord's knowledge, Tenant is not in default in the performance of any of Tenant's obligations under the Lease, and (iii) to the best of Landlord's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Tenant under the terms of the Lease.

Section 5. MISCELLANEOUS

(a) Capitalized or underlined terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Lease. The provisions of this Amendment shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the Lease or in any rider, exhibit or

schedule annexed thereto, or in any amendment, modification, letter, notice or other written instrument executed in connection with the Lease or sent pursuant thereto.

(b) Except as amended as provided in this Amendment, the Lease shall remain unmodified and in full force and effect. All of the Exhibits attached to this Amendment are incorporated in and made a part of this Amendment. The captions used in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amendment nor the intent of any provision hereof.

(c) As used in this Amendment: (i) whenever the words "include", "includes", or "including" appear, they shall be deemed to be followed by the words "without limitation", (ii) all Section references shall, unless otherwise expressly stated, be deemed references to the Sections of this Amendment, (iii) whenever a financial obligation is stated to be at a party's expense, such obligation shall be at such party's sole cost and expense, and (iv) wherever a period of time is stated in this Amendment as commencing or ending on specified dates, such period of time shall be deemed inclusive of such stated commencement and ending dates, and to commence at 12:00 a.m. Eastern Time on such stated commencement date and to end at 11:59 p.m. Eastern Time on such stated ending date.

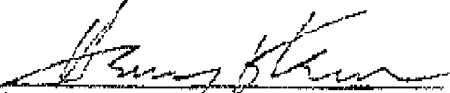
(d) This Amendment (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein, (ii) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by the party against whom enforcement of the change, modification, termination or discharge is sought, (iii) shall be construed, governed and enforced in accordance with the laws of the State of New York, New York, (iv) shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question, (v) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and

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the same instrument, and (vi) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

THE CITY OF NEW YORK, Landlord

By: 
Name: HENRY J. STERN
Title: COMMISSIONER

STERLING DOUBLEDAY ENTERPRISES, L.P., Tenant

By: METS PARTNERS, INC., General Partner

By: 
Name: David C. Howarth
Title: Senior Vice President

Approved as to Form:


Acting Corporation Counsel

SECOND AMENDMENT OF LEASE

SECOND AMENDMENT OF LEASE (this "Amendment"), dated as of December 22, 2001, between THE CITY OF NEW YORK, a municipal corporation with an address at City Hall, New York, New York 10007 ("Landlord"), and STERLING DOUBLEDAY ENTERPRISES, L.P., a Delaware limited partnership with an address at Shea Stadium, Flushing, New York 11368, as successor-in-interest to Doubleday Sports, Inc. ("Tenant").

RECITALS:

A. Landlord and Doubleday Sports, Inc. (Tenant's predecessor-in-interest) entered into a Restated Agreement, dated as of January 1, 1985 (as amended by First Amendment of Lease, dated as of December 28, 2001, the "Lease").

B. Landlord and Tenant wish to enter into this Amendment in order to provide Tenant with the right to a credit for certain expenses incurred in connection with the planning of a proposed new stadium to replace Shea Stadium, to be located in the general vicinity of Shea Stadium, which credit shall be applied in reduction of the costs which Landlord will be obligated to fund in connection with such new stadium, all on the terms and conditions set forth in the Lease, as modified by this Amendment.

C. Landlord and Tenant have conducted preliminary negotiations in connection with the development of the New Stadium and the terms and conditions of the new lease to be entered into by the parties with respect thereto, the results of which are set forth in the non-binding "Summary of Terms: New Stadium" attached as Exhibit A to this Amendment, which shall not give rise to any legal obligations of the parties hereto.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Amendment, Landlord and Tenant agree as follows:

Section 1. CREDIT FOR CERTAIN PLANNING AND RELATED COSTS

(a) For purposes of this Amendment, the following terms shall have the following meanings:

(i) "Annual Credit" means, for any calendar year during the Credit Period, the lesser of (A) the Planning Costs incurred by Tenant for such calendar year, or (B) Five Million and 00/100 Dollars (\$5,000,000.00).

(ii) "Credit Period" means the portion of the term of the Lease commencing on January 1, 2001 and ending on the earlier to occur of December 31, 2005 or the expiration or sooner termination of the term of the Lease.

(iii) "New Stadium" means a proposed new stadium to replace Shea Stadium, to be located in the general vicinity of the existing stadium, as contemplated by Exhibit A to this Amendment.

(iv) "Planning Costs" means all costs and expenses incurred by or on behalf of Tenant during the Credit Period with respect to the planning of the New Stadium, including the preparation of studies, surveys, tests, analyses, estimates and designs, and shall include fees incurred for architectural, engineering, design, financing, accounting, consulting, planning, surveying, environmental, land use, and legal services, and any other similar or related costs of any kind customarily incurred in planning new sports stadium facilities comparable to the New Stadium. Planning Costs shall include the salaries and benefits of Tenant's employees performing work in connection with the New Stadium, but only to the extent reasonably allocable thereto. Tenant shall provide Landlord with invoices and other evidence of the Planning Costs in reasonable and customary detail. If any of the foregoing types of costs and expenses are paid to an affiliate of Tenant, or to the Developer (as defined in Exhibit A to this Amendment), such costs and expenses shall only be included in Planning Costs to the extent that they do not exceed the amounts that would have been payable with respect thereto in an arm's length transaction. Planning Costs shall not include any costs and expenses that are directly reimbursed by or on behalf of Landlord to Tenant pursuant to one or more written agreements or otherwise.

(b) During each calendar year of the Credit Period, Tenant shall be entitled to a credit against minimum rent, percentage rent, and any and all other payments of any kind payable by Tenant under the Lease, in the amount of the Annual Credit. The Annual Credit shall be in addition to any and all other credits, deductions, reimbursements and/or similar amounts to which Tenant is entitled under the Lease.

Section 2. BROKER. Each of Landlord and Tenant represents and warrants to the other that it has dealt with no broker, agent or other person in connection with this Amendment. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Amendment. The provisions of this Section 2 shall survive the expiration or earlier termination of the Lease.

Section 3. NO DEFAULTS

(a) Tenant represents and warrants to Landlord that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Tenant's knowledge, Landlord is not in default in the performance of any of Landlord's obligations under the Lease, and (iii) to the best of Tenant's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Landlord under the terms of the Lease.

(b) Landlord represents and warrants to Tenant that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Landlord's knowledge, Tenant is not in default in the performance of any of Tenant's obligations under the Lease, and (iii) to the best of Landlord's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Tenant under the terms of the Lease.

Section 4. MISCELLANEOUS

(a) Capitalized or underlined terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Lease. The provisions of this Amendment shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the Lease or in any rider, exhibit or schedule annexed thereto, or in any amendment, modification, letter, notice or other written instrument executed in connection with the Lease or sent pursuant thereto.

(b) Except as amended as provided in this Amendment, the Lease shall remain unmodified and in full force and effect. All of the Exhibits attached to this Amendment are incorporated in and made a part of this Amendment. The captions used in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amendment nor the intent of any provision hereof.

(c) As used in this Amendment: (i) whenever the words "include", "includes", or "including" appear, they shall be deemed to be followed by the words "without limitation", (ii) all Section references shall, unless otherwise expressly stated, be deemed references to the Sections of this Amendment, (iii) whenever a financial obligation is stated to be at a party's expense, such obligation shall be at such party's sole cost and expense, and (iv) whenever a period of time is stated in this Amendment as commencing or ending on specified dates, such period of time shall be deemed inclusive of such stated commencement and ending dates, and to commence at 12:00 a.m. Eastern Time on such stated commencement date and to end at 11:59 p.m. Eastern Time on such stated ending date.


(d) This Amendment (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein, (ii) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by the party against whom enforcement of the change, modification, termination or discharge is sought, (iii) shall be construed, governed and enforced in accordance with the laws of the State of New York, New York, (iv) shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question, (v) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and

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the same instrument, and (vi) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

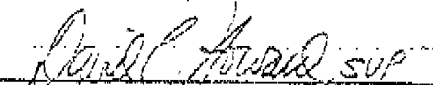
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

THE CITY OF NEW YORK, Landlord

By: 
Name: HENRY J. STERN
Title: Commissioner

STERLING DOUBLEDAY ENTERPRISES, L.P., Tenant

By: METS PARTNERS, INC., General Partner

By: 
Name: David C. Howard
Title: Senior Vice President

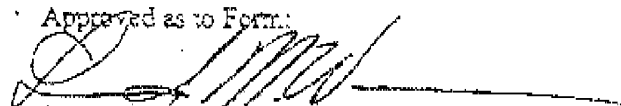
Approved as to Form:

Acting Corporation Counsel

EXHIBIT A

SUMMARY OF TERMS: NEW STADIUM

- Landlord:** The City of New York, acting through a newly created local development corporation.
- Tenant:** Sterling Doubleday Enterprises, L.P. (a Delaware limited partnership).
- Developer:** Mets Development Company, LLC ("Developer").
- Purpose:** The lease of a new, state-of-the-art stadium facility to be constructed in the general vicinity of the existing Shea Stadium (the "New Stadium"), to serve as the new home field for the New York National League baseball franchise known as the Mets (the "Mets"). The New Stadium will have a seating capacity of approximately 45,000, including an estimated 70 luxury suites. ----- The New Stadium will be planned, designed, constructed and completed in accordance with all applicable laws and regulations, and with all necessary governmental, agency and local development corporation approvals:
- Initial Term:** A preliminary term covering the development and construction period (the "Preliminary Term") and an initial term of 35 years of baseball operations (the "Initial Term"). The Initial Term will commence on April 1, 2006 or, subject to substantial completion of the New Stadium, April 1, 2005.
- Optional Term:** One five-year extension option, at the election of Tenant, on fair and equitable terms and conditions to be agreed upon by Landlord and Tenant.
- Estimated Completion Date:** April 1, 2006 or, subject to substantial completion of the New Stadium, April 1, 2005 (36 month construction period).
- Payments By The Parties:** Annually, Tenant will make payments in lieu of taxes ("PILOT") equal to \$23,144,000 in each year of the Initial Term, payable in semi-annual installments.
- In addition, commencing in Year 21, Tenant will make additional payments equal to (i) \$200,000 in Year 21, and (ii) in each successive year of the Initial Term, the sum of the prior year's payment plus \$200,000 (i.e., Year 22 = \$400,000; Year 23 = \$600,000; etc.).

Landlord will make all other payments for costs or expenses of designing, constructing, financing and equipping the New Stadium, whether incurred before, during or after the Preliminary Term or the Initial Term, including all interest charges during the Preliminary Term, except as set forth in "Maximum Price" below.

Maximum Price:

The total cost, inclusive of all items, excepting those related to infrastructure and parking facilities, for designing, constructing and equipping the New Stadium shall not exceed \$800,000,000. No capitalized interest will be included within the \$800,000,000 budget. Tenant shall have the discretion to alter the design of the New Stadium to fit within the \$800,000,000 budget. In addition, Landlord's obligation to fund the \$800,000,000 as set forth herein shall be reduced by an amount equal to the total dollar amount of the Annual Credits actually received by Tenant pursuant to Section 1 of the Second Amendment of Lease to which this Exhibit A is attached. Tenant shall acquire a completion guaranty or completion bond to ensure completion of the New Stadium at the \$800,000,000 maximum price.

Management:

Tenant will manage and operate all aspects of the New Stadium throughout the Term, including, without limitation, all parking operations. Landlord shall have the right to schedule a limited number of dates per calendar year outside of the baseball season (i.e., March 1 - end of World Series), subject to the reasonable approval of Tenant, for specified "public uses" by not-for-profit or governmental entities. Any such public use during the baseball season shall be subject to the sole and absolute discretion of Tenant. Tenant shall operate the New Stadium during such public uses, with all expenses of such public uses to be borne by the user.

Operating Expenses:

Tenant shall pay all expenses to operate and maintain the New Stadium, except as otherwise provided herein.

Capital Improvements:

Landlord will be responsible for all costs of repairs, replacements and/or improvements with a period of probable usefulness ("PPU") of five years or greater ("Capital Improvements").

New Stadium Revenues:

All revenues derived from the New Stadium shall belong exclusively to Tenant, including, without limitation, all parking revenues and revenue for the sale of the naming rights from the New Stadium, except as otherwise provided herein:

- 4% of Total Home Game Receipts (as such are reported on the MLB Financial Information Questionnaire) will be paid to Landlord.

- 35% of net revenues from non-baseball events, excluding parking, will be paid to Landlord, and the remaining 65% will be retained by Tenant.

Other Baseball Facilities:

The parties acknowledge that Landlord is simultaneously herewith executing a term sheet on substantially equivalent terms for the development and lease of a replacement ballpark for the New York Yankees (the "Yankees") in the Bronx, New York in the general vicinity of the current Yankee Stadium. Neither Landlord nor the City nor any City-controlled agency or entity will finance in whole or in part, directly or indirectly, nor approve of or grant permits (to the extent within the discretion of the applicable agency) for the construction of any new stadium facility for any professional major league baseball or independent minor league baseball team(s) within the City limits (other than a new stadium for the Yankees) during the Preliminary Term, the Initial Term or the Optional Term without the express approval of Tenant, in its sole and absolute discretion. In the event that the City or any City-controlled entity enters into any agreement or amendment with the Yankees, any affiliated entity thereof or any other party pertaining to the Yankees' replacement ballpark or any other major league baseball stadium, the terms of which, considered in the aggregate, are materially more favorable to the lessee (or similarly situated party) than the terms of the Lease or any other relevant agreement are to Tenant, then Landlord or such other entity shall negotiate with Tenant in good faith to modify the respective agreement(s) so that its (their) terms, considered in the aggregate, are substantially equivalent to the terms of such other agreement(s), considered in the aggregate.

Project Design and Specifications:

Developer shall prepare broad outline specifications for the New Stadium, which shall be subject to the reasonable approval of Landlord, not to be unreasonably withheld, conditioned or delayed.

Construction Responsibility:

Developer shall have responsibility and control over the construction of the New Stadium, subject to the general oversight

- Wherever matters are to be subject to the approval, consent, oversight or other similar action by Landlord, such action by Landlord shall not be unreasonably withheld, conditioned or delayed.

of Landlord with respect to fiscal and construction matters in order to assure compliance with agreements.

Selection of Professionals and Contractors:

Construction manager and architect shall be selected by the Developer, subject to the reasonable approval of Landlord, which shall grant its approval within ten (10) days of each submission of a request therefor.

Landlord Additional Rights:

Landlord will be the beneficiary of certain "Landlord Rights" usual and customary for agreements of this type, including audit of relevant financial matters and oversight of relevant Capital Improvement-related matters.

In addition, Landlord will have the right to use one Luxury Suite (at no cost other than expenses incurred during such use) for pre-season and regular season baseball games during the term of the lease. Landlord will have the right to use such Suite for any other events, including for post-season baseball games, on the same terms, including rights to occupy the Suite, as other Suiteholders generally, including the payment of ticket and usage fees and expenses incurred for or during such use.

Governmental Benefits:

The New Stadium will have the benefit of State and City sales tax exemptions with respect to original construction, subsequent Capital Improvements and maintenance expenditures, real estate tax exemption, mortgage recording tax exemption, the most favorable energy discount program available from time to time to economic development projects in New York State depending on the profile of use and such other benefits, exemptions and favorable treatment as may be customarily granted to projects of this nature.

THE CITY OF NEW YORK

STERLING DOUBLEDAY ENTERPRISES, L.P.

By: METS PARTNERS, INC.,
General Partner

By: *Richard W. Giuliano*
Name:
Title:

By: *David C. Howard* SVP
Name: *David C. Howard*
Title: *Senior Vice President*

EIGHTH AMENDMENT OF LEASE

EIGHTH AMENDMENT OF LEASE (this "Amendment"), dated as of December 28, 2001, between THE CITY OF NEW YORK, a municipal corporation with an address at City Hall, New York, New York 10007 ("Landlord"), and the NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership with an address at Yankee Stadium, Bronx, New York 10451 ("Tenant").

RECITALS:

A. Landlord and the New York Yankees, Inc. (Tenant's predecessor-in-interest) entered into an Agreement of Lease, dated as of August 8, 1972 (the "Original Lease"), as amended by (i) First Amendment of Lease, dated as of August 8, 1972, between Landlord and Tenant, (ii) Second Amendment of Lease, dated as of August 8, 1972, between Landlord and Tenant, (iii) Third Amendment of Lease, dated October 10, 1975, between Landlord and Tenant, (iv) Fourth Amendment of Lease, dated October 29, 1993, between Landlord and Tenant, (v) Fifth Amendment of Lease, dated April 26, 1996, between Landlord and Tenant, (vi) Sixth Amendment of Lease, dated September 3, 1999, and (vii) Seventh Amendment of Lease, dated March 12, 2000 (the Original Lease, as so amended, the "Lease").

B. Landlord and Tenant wish to enter into this Amendment in order to provide Tenant with the right to a credit for certain expenses incurred in connection with the planning of a proposed new Yankee Stadium, to be located in the general vicinity of the existing Yankee Stadium, which credit shall be applied in reduction of the costs which Landlord will be obligated to fund in connection with such new Yankee Stadium, all on the terms and conditions set forth in the Lease, as modified by this Amendment.

C. Landlord and Tenant have conducted preliminary negotiations in connection with the development of the New Stadium and the terms and conditions of the new lease to be entered into by the parties with respect thereto, the results of which are set forth in the non-binding "Summary of Terms: New Stadium" attached as Exhibit A to this Amendment, which shall not give rise to any legal obligations of the parties hereto.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Amendment, Landlord and Tenant agree as follows:

Section 1. CREDIT FOR CERTAIN PLANNING AND RELATED COSTS

(a) For purposes of this Amendment, the following terms shall have the following meanings:

(i) "Annual Credit" means, for any calendar year during the Credit Period, the lesser of (A) the Planning Costs incurred by Tenant for such calendar year, or (B) Five Million and 00/100 Dollars (\$5,000,000.00).

(ii) "Credit Period" means the portion of the term of the Lease commencing on January 1, 2001 and ending on the earlier to occur of December 31, 2005 or the expiration or sooner termination of the term of the Lease.

(iii) "Planning Costs" means all costs and expenses incurred by or on behalf of Tenant during the Credit Period with respect to the planning of the New Stadium, including the preparation of studies, surveys, tests, analyses, estimates and designs, and shall include fees incurred for architectural, engineering, design, financing, accounting, consulting, planning, surveying, environmental, land use, and legal services, and any other similar or related costs of any kind customarily incurred in planning new sports stadium facilities comparable to the New Stadium. Planning Costs shall include the salaries and benefits of Tenant's employees performing work in connection with the New Stadium, but only to the extent reasonably allocable thereto. Tenant shall provide Landlord with invoices and other evidence of the Planning Costs in reasonable and customary detail. If any of the foregoing types of costs and expenses are paid to an affiliate of Tenant, or to the Developer (as defined in Exhibit A to this Amendment), such costs and expenses shall only be included in Planning Costs to the extent that they do not exceed the amounts that would have been payable with respect thereto in an arm's length transaction. Planning Costs shall not include any costs and expenses that are directly reimbursed by or on behalf of Landlord to Tenant pursuant to one or more written agreements or otherwise.

(iv) "New Stadium" means a proposed new Yankee Stadium, to be located in the general vicinity of the existing stadium, as contemplated by Exhibit A to this Amendment.

(b) During each calendar year of the Credit Period, Tenant shall be entitled to a credit against minimum rent, percentage rent, and any and all other payments of any kind payable by Tenant under the Lease, in the amount of the Annual Credit. The Annual Credit shall be in addition to any and all other credits, deductions, reimbursements and/or similar amounts to which Tenant is entitled under the Lease.

Section 2. **BROKER.** Each of Landlord and Tenant represents and warrants to the other that it has dealt with no broker, agent or other person in connection with this Amendment. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Amendment. The provisions of this Section 2 shall survive the expiration or earlier termination of the Lease.

Section 3. **NO DEFAULTS**

(a) Tenant represents and warrants to Landlord that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Tenant's knowledge, Landlord is not in default in the performance of any of Landlord's obligations under the Lease, and (iii) to the best of Tenant's knowledge, no event has

occurred which with the giving of notice or the passage of time, or both, would constitute a default by Landlord under the terms of the Lease.

(b) Landlord represents and warrants to Tenant that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Landlord's knowledge, Tenant is not in default in the performance of any of Tenant's obligations under the Lease, and (iii) to the best of Landlord's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Tenant under the terms of the Lease.

Section 4. MISCELLANEOUS

(a) Capitalized or underlined terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Lease. The provisions of this Amendment shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the Lease or in any rider, exhibit or schedule annexed thereto, or in any amendment, modification, letter, notice or other written instrument executed in connection with the Lease or sent pursuant thereto.

(b) Except as amended as provided in this Amendment, the Lease shall remain unmodified and in full force and effect. All of the Exhibits attached to this Amendment are incorporated in and made a part of this Amendment. The captions used in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amendment nor the intent of any provision hereof.

(c) As used in this Amendment: (i) whenever the words "include", "includes", or "including" appear, they shall be deemed to be followed by the words "without limitation", (ii) all Section references shall, unless otherwise expressly stated, be deemed references to the Sections of this Amendment, (iii) whenever a financial obligation is stated to be at a party's expense, such obligation shall be at such party's sole cost and expense, and (iv) wherever a period of time is stated in this Amendment as commencing or ending on specified dates, such period of time shall be deemed inclusive of such stated commencement and ending dates, and to commence at 12:00 a.m. Eastern Time on such stated commencement date and to end at 11:59 p.m. Eastern Time on such stated ending date.

(d) This Amendment (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein, (ii) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by the party against whom enforcement of the change, modification, termination or discharge is sought, (iii) shall be construed, governed and enforced in accordance with the laws of the State of New York, New York, (iv) shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question, (v) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and

the same instrument, and (vi) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

THE CITY OF NEW YORK, Landlord

By: [Signature]
Name: HENRI J. STERN
Title: COMMISSIONER

NEW YORK YANKEES PARTNERSHIP, Tenant

By: [Signature]
Name: LOREN H. TRAST
Title: Chief Operating Officer

Approved as to Form:

[Signature]
Acting Corporation Counsel

EXHIBIT A

SUMMARY OF TERMS: NEW STADIUM

Landlord: The City of New York, acting through a newly created local development corporation.

Tenant: The New York Yankees Partnership (an Ohio limited partnership).

Developer: Tishman Speyer Properties, L.P. ("Developer").

Purpose: The lease of a new, state-of-the-art stadium facility to be constructed in the general vicinity of the existing Yankee Stadium (the "New Stadium"), to serve as the new home field for the New York American League baseball franchise known as the Yankees (the "Yankees"). The New Stadium will have a seating capacity of approximately 47,000, including an estimated 93 luxury suites. The New Stadium will be planned, designed, constructed and completed in accordance with all applicable laws and regulations, including the State Environmental Quality Review Act and any other applicable review procedures, and with all necessary governmental, agency and local development corporation approvals.

Initial Term: A preliminary term covering the development and construction period (the "Preliminary Term") and an initial term of 35 years of baseball operations (the "Initial Term"). The Initial Term will commence on April 1, 2007 or sooner.

Optional Term: One five-year extension option, at the election of Tenant, on fair and equitable terms and conditions to be agreed upon by Landlord and Tenant.

Estimated Completion Date: April 1, 2007 or sooner (36 month construction period).

Payments By The Parties: Annually, Tenant will make payments in lieu of taxes ("PILOT") equal to [\$23,144,000] in each year of the Initial Term, payable in semi-annual installments.

In addition, commencing in Year 21, Tenant will make additional payments equal to (i) \$200,000 in Year 21, and (ii) in each successive year of the Initial Term, the sum of the prior year's payment plus \$200,000 (i.e., Year 22 = \$400,000; Year 23 = \$600,000; etc.).

Landlord will make all other payments for costs or expenses of designing, constructing, financing and equipping the New Stadium.

whether incurred before, during or after the Preliminary Term or the Initial Term, including all interest charges during the Preliminary Term, except as set forth in "Maximum Price" below.

Maximum Price:

The total cost, inclusive of all items, excepting those related to infrastructure and parking facilities, for designing, constructing and equipping the New Stadium shall not exceed \$800,000,000. No capitalized interest will be included within the \$800,000,000 budget. Tenant shall have the discretion to alter the design of the New Stadium to fit within the \$800,000,000 budget. In addition, Landlord's obligation to fund the \$800,000,000 as set forth herein shall be reduced by an amount equal to the total dollar amount of the Annual Credits actually received by Tenant pursuant to Section 1 of the Eighth Amendment to Lease to which this Exhibit A is attached. Tenant shall acquire a completion guaranty to ensure completion of the New Stadium at the \$800,000,000 maximum price.

Management:

Tenant will manage and operate all aspects of the New Stadium throughout the Term. Landlord shall have the right to schedule a limited number of dates per calendar year outside of the baseball season (i.e., March 1 - end of World Series), subject to the reasonable approval of Tenant, for specified "public uses" by not-for-profit or governmental entities. Any such public use during the baseball season shall be subject to the sole and absolute discretion of Tenant. Tenant shall operate the New Stadium during such public uses, with all expenses of such public uses to be borne by the user.

Operating Expenses:

Tenant shall pay all expenses to operate and maintain the New Stadium, except as otherwise provided herein.

Capital Improvements:

Landlord will be responsible for all costs of repairs, replacements and/or improvements with a period of probable usefulness ("PPU") of five years or greater ("Capital Improvements").

New Stadium Revenues:

All revenues derived from the New Stadium shall belong exclusively to Tenant, including without limitation revenue for the sale of the naming rights from the New Stadium, except as otherwise provided herein:

- 4% of Total Game Home Receipts (as such are reported on the MLB Financial Information Questionnaire) will be paid to the LDC.

- 35% of net revenues from non-baseball events, excluding parking, will be paid to Landlord, and the remaining 65% will be retained by Tenant.

Other Baseball Facilities: Neither Landlord nor the City nor any City-controlled agency or entity will finance in whole or in part, directly or indirectly, nor approve of or grant permits (to the extent within the discretion of the applicable agency) for the construction of, any new stadium facility for professional Major League baseball or independent minor league baseball within the City limits (other than a new stadium for the New York Mets) during the Preliminary Term, the Initial Term or the Optional Term without the express approval of Tenant, in its sole and absolute discretion. In the event that the City or any City-controlled entity enters into any agreement or amendment with the Mets, any affiliated entity thereof or any other party pertaining to the Mets' replacement ballpark or any other major league baseball stadium, the terms of which, considered in the aggregate, are materially more favorable to the lessee (or similarly situated party) than the terms of the Lease or any other relevant agreement are to Tenant, then Landlord or such other entity shall negotiate with Tenant in good faith to modify the respective agreement(s) so that its (their) terms, considered in the aggregate, are substantially equivalent to the terms of such other agreement(s), considered in the aggregate.

Project Design and Specifications.

Developer shall prepare broad outline specifications for the New Stadium, which shall be subject to the reasonable approval of Landlord, not to be unreasonably withheld, conditioned or delayed.

Construction Responsibility:

Developer shall have responsibility and control over the construction of the New Stadium, subject to the general oversight of Landlord with respect to fiscal and construction matters in order to assure compliance with agreements.

Selection of Professionals and Contractors:

Construction manager and architect shall be selected by the Developer, subject to the reasonable approval of Landlord, which shall grant its approval within ten (10) days of each submission of a request therefor.

Wherever matters are to be subject to the approval, consent, oversight or other similar action by Landlord, such action by Landlord shall not be unreasonably withheld, conditioned or delayed.

Landlord

Additional Rights:

Landlord will be the beneficiary of certain "Landlord Rights" usual and customary for agreements of this type, including audit of relevant financial matters and oversight of relevant Capital Improvement-related matters.

In addition, Landlord will have the right to use one Luxury Suite (at no cost other than expenses incurred during such use) for pre-season and regular season baseball games during the term of the lease. Landlord will have the right to use such Suite for any other events, including for post-season baseball games, on the same terms, including rights to occupy the Suite, as other Suiteholders generally, including the payment of ticket fees and expenses incurred for or during such use.

Governmental Benefits:

The New Stadium will have the benefit of State and City sales tax exemptions with respect to original construction, subsequent Capital Improvements and maintenance expenditures, real estate tax exemption, mortgage recording tax exemption, the most favorable energy discount program available from time to time to economic development projects in New York State depending on the profile of use and such other benefits, exemptions and favorable treatment as may be customarily granted to projects of this nature.

THE CITY OF NEW YORK

**NEW YORK YANKEES
PARTNERSHIP**

By: *Donald W. Paulucci*
Name:
Title:

By: *John J. [unclear] as COO*
Name: *JOHN A. TROST*
Title: *Chief Operating Officer*

NINTH AMENDMENT OF LEASE

NINTH AMENDMENT OF LEASE (this "Amendment"), dated as of December 28, 2001, between THE CITY OF NEW YORK, a municipal corporation with an address at City Hall, New York, New York 10007 ("Landlord"), and the NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership with an address at Yankee Stadium, Bronx, New York 10451 ("Tenant").

RECITALS:

A. Landlord and the New York Yankees, Inc. (Tenant's predecessor-in-interest) entered into an Agreement of Lease, dated as of August 8, 1972 (the "Original Lease"), as amended by (i) First Amendment of Lease, dated as of August 8, 1972, between Landlord and Tenant, (ii) Second Amendment of Lease, dated as of August 8, 1972, between Landlord and Tenant, (iii) Third Amendment of Lease, dated October 10, 1975, between Landlord and Tenant, (iv) Fourth Amendment of Lease, dated October 29, 1995, between Landlord and Tenant, (v) Fifth Amendment of Lease, dated April 26, 1996, between Landlord and Tenant, (vi) Sixth Amendment of Lease, dated September 3, 1999, (vii) Seventh Amendment of Lease, dated March 12, 2000, and (viii) Eighth Amendment of Lease, dated as of December 28, 2001 (the "Original Lease", as so amended, the "Lease").

B. Landlord and Tenant wish to enter into this Amendment in order to set forth a modification of the term of the Lease.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Amendment, Landlord and Tenant agree as follows:

Section 1. TERM

(a) Notwithstanding anything to the contrary contained in the Lease, the initial term shall expire at noon on December 31, 2005 (the "Initial Term Expiration Date").

(b) Notwithstanding anything to the contrary contained in the Lease, Tenant shall have five (5) consecutive options (respectively, the "First Renewal Option", the "Second Renewal Option", the "Third Renewal Option", the "Fourth Renewal Option", and the "Fifth Renewal Option", and, collectively, the "Renewal Options") to extend the term of the Lease. Each Renewal Option shall be for a term of one year (respectively, the "First Renewal Term", the "Second Renewal Term", the "Third Renewal Term", the "Fourth Renewal Term", and the "Fifth Renewal Term", and, collectively, the "Renewal Terms"). The First Renewal Term shall commence at noon on the Initial Term Expiration Date, and shall expire at noon on the first (1st) anniversary of the Initial Term Expiration Date or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Second Renewal Term shall commence at noon on the expiration date of the First Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the First Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Third Renewal Term shall commence at noon on the expiration date of the Second Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the Second Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Fourth Renewal Term shall commence at noon on the expiration date of the Third Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the Third

Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease. The Fifth Renewal Term shall commence at noon on the expiration date of the Fourth Renewal Term, and shall expire at noon on the first (1st) anniversary of the last day of the Fourth Renewal Term or upon such earlier date upon which the Lease may be terminated as provided elsewhere in the Lease.

(c) The Renewal Options may be exercised only by Tenant giving Landlord written notice (the "Renewal Notice") of Tenant's intention to renew the Lease pursuant to this Section 1 not later than: (i) in the case of the First Renewal Term, six (6) months prior to the Initial Term Expiration Date; (ii) in the case of the Second Renewal Term, six (6) months prior to the last day of the First Renewal Term; (iii) in the case of the Third Renewal Term, six (6) months prior to the last day of the Second Renewal Term; (iv) in the case of the Fourth Renewal Term, six (6) months prior to the last day of the Third Renewal Term; and (v) in the case of the Fifth Renewal Term, six (6) months prior to the last day of the Fourth Renewal Term. Such Renewal Notice shall be deemed properly given only if, on the date that Tenant shall exercise each Renewal Option (the "Exercise Date"), the Lease shall not have been previously terminated.

(d) If Tenant shall exercise a Renewal Option in accordance with the provisions of this Section 1, then the Lease shall be extended for the then applicable Renewal Term upon all of the terms, covenants and conditions contained in the Lease, except that: (i) the rent payable to Landlord by Tenant during each Renewal Term shall be determined in accordance with the provisions of the Lease pursuant to which the rent payable to Landlord by Tenant for the final year of the initial term is determined; (ii) from and after the relevant Exercise Date, all references to the "Term of this Lease" shall be deemed to include the First Renewal Term, and, if the Second Renewal Option shall be exercised, the Second Renewal Term, and, if the Third Renewal Option shall be exercised, the Third Renewal Term, and, if the Fourth Renewal Option shall be exercised, the Fourth Renewal Term, and, if the Fifth Renewal Option shall be exercised, the Fifth Renewal Term; (iii) the term "renewal term" shall be deemed to include each Renewal Term; and (iv) Tenant shall have no further right or option to renew the Lease or the term thereof beyond the Fifth Renewal Term. Except as set forth in this Section 1, Tenant shall have no right or option to renew the Lease or the term thereof. In furtherance of, and without limiting, the foregoing, in the event that Tenant shall not exercise the First Renewal Option, the term of the Lease shall expire on the Initial Term Expiration Date.

Section 2. **TERMINATION.** Notwithstanding anything to the contrary contained in the Lease and/or this Amendment, in the event that (i) Landlord shall default under the provisions of Section 1 of the Eighth Amendment of Lease, and such default shall continue for a period of thirty (30) days after notice from Tenant, or (ii) Tenant reasonably determines, based upon the totality of the circumstances, that Landlord does not intend to proceed with the stadium project as described in Exhibit A to the Eighth Amendment of Lease in accordance with the terms thereof, then, in either such case, Tenant shall have the right to terminate this Lease at any time after December 31, 2002, upon notice to Landlord, and such termination shall take effect on the date specified by Tenant in such notice, which date shall be not less than sixty (60) days following the giving of such notice.

Section 3. **BROKER.** Each of Landlord and Tenant represents and warrants to the other that it has dealt with no broker, agent or other person in connection with this Amendment. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this

Amendment. The provisions of this Section 2 shall survive the expiration or earlier termination of the Lease.

Section 4. NO DEFAULTS

(a) Tenant represents and warrants to Landlord that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Tenant's knowledge, Landlord is not in default in the performance of any of Landlord's obligations under the Lease, and (iii) to the best of Tenant's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Landlord under the terms of the Lease.

(b) Landlord represents and warrants to Tenant that (i) the Lease is in full force and effect, and has not been modified or amended, except as provided in this Amendment, (ii) to the best of Landlord's knowledge, Tenant is not in default in the performance of any of Tenant's obligations under the Lease, and (iii) to the best of Landlord's knowledge, no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Tenant under the terms of the Lease.

Section 5. MISCELLANEOUS

(a) Capitalized or underlined terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Lease. The provisions of this Amendment shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the Lease or in any rider, exhibit or schedule annexed thereto, or in any amendment, modification, letter, notice or other written instrument executed in connection with the Lease or sent pursuant thereto.

(b) Except as amended as provided in this Amendment, the Lease shall remain unmodified and in full force and effect. All of the Exhibits attached to this Amendment are incorporated in and made a part of this Amendment. The captions used in this Amendment are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amendment nor the intent of any provision hereof.

(c) As used in this Amendment: (i) whenever the words "include", "includes", or "including" appear, they shall be deemed to be followed by the words "without limitation", (ii) all Section references shall, unless otherwise expressly stated, be deemed references to the Sections of this Amendment, (iii) whenever a financial obligation is stated to be at a party's expense, such obligation shall be at such party's sole cost and expense, and (iv) whenever a period of time is stated in this Amendment as commencing or ending on specified dates, such period of time shall be deemed inclusive of such stated commencement and ending dates, and to commence at 12:00 a.m. Eastern Time on such stated commencement date and to end at 11:59 p.m. Eastern Time on such stated ending date.

(d) This Amendment (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein, (ii) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by the party against whom enforcement of the change, modification, termination or discharge is sought, (iii) shall be construed, governed and enforced in accordance

with the laws of the State of New York, (iv) shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question, (v) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument, and (vi) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

THE CITY OF NEW YORK, Landlord

By: Joseph Lhotka
Name: Joseph Lhotka
Title: Deputy Mayor for Operations

NEW YORK YANKEES PARTNERSHIP, Tenant

By: Louis H. Trice
Name: Louis H. Trice
Title: Chief Operating Officer

Approved as to Form:

[Signature]
Acting Corporation Counsel