

05-24-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

R 102102901 TRADEMARKS

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

New York Sports Ventures, LLC (a Delaware limited liability company)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Purchase and Sale Agreement

Execution Date: April 25, 2000

2. Name and address of receiving party(ies)

Name: CBW/SK SPorts Ventures II, Inc.

Internal Address:

Street Address: 1535 Old Country Road

City: Plainview State: NY Zip: 11803

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s)

(See Attached)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Nunez

Internal Address: NHL Enterprises, LP

Street Address: 1251 Avenue of Americas

City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed, Authorized to be charged to deposit account (and any additional fees)

8. Deposit account number:

500205

DO NOT USE THIS SPACE

9. Signature.

Alison Nunez

Name of Person Signing

Signature

Date May 9, 2002

05/24/2002 MUELLER 00000160 500205 970429

Total number of pages including cover sheet, attachments, and document: 71

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 CH 02 FC:482 250.00 CH

TRADEMARK REEL: 002512 FRAME: 0676

SCHEDULE OF TRADEMARKS





	TRADEMARK	REGISTRATION NUMBER
1.	ISLANDERS	970,429
2.	ISLE MAKE A DIFFERENCE & Design	2,200,246
3.	NEW YORK ISLANDERS	970,427
4.	NEW YORK ISLANDERS	1,722,053
5.	New York Islanders lighthouse logo	2,019,857
6.	New York Islanders lighthouse logo	2,027,733
7.	ISLANDERS & fisherman logo	2,276,216
8.	ISLANDERS & fisherman logo	2,201,625
9.	NY ISLANDERS	970,428
10.	NY ISLANDERS	1,694,498
11.	RUNNIN' WAVES	2,095,297

Trademark List

Wednesday, May 08, 2002

Trademark Name	Division	Attorney(s)	Case Number	Application Number	Registration Number/Date	Renewal Date	First Use Date
ISLANDERS Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 41	us1907	72/437,597 05-Oct-1972	970,429 09-Oct-1973 Status: Registered	09-Oct-2003	16-Feb-1972
ISLE MAKE A DIFFERENCE & Design Country: United States of America	CLB	CLB Owner: New York Islanders Hockey Club Classes: 36	us1913	75/167,356 17-Sep-1996	2,200,246 27-Oct-1998 Status: Registered	27-Oct-2008	28-Jan-1998
NEW YORK ISLANDERS Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 41	us1905	72/437,574 05-Oct-1972	970,427 09-Oct-1973 Status: Registered	09-Oct-2003	16-Feb-1972
NEW YORK ISLANDERS Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 25	us1909	74/128,224 07-Jan-1991	1,722,053 06-Oct-1992 Status: Registered	06-Oct-2002	31-Dec-1972
New York Islanders Lighthouse Logo Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 41	us1903	74/647,133 15-Mar-1995	2,019,857 26-Nov-1996 Status: Registered	26-Nov-2006	22-Sep-1995
New York Islanders Lighthouse Logo Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 25	us1904	74/646,849 15-Mar-1995	2,027,733 31-Dec-1996 Status: Registered	31-Dec-2006	31-Jul-1995



Trademark Name	Division	Attorney(s)	Case Number	Application Number	Registration Number/Date	Renewal Date	First Use Date
New York Islanders Old Logo Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 41	us1901	74/646,848 15-Mar-1995	2,276,216 07-Sep-1999 Status: Registered	07-Sep-2009	17-Sep-1995
							
New York Islanders Old Logo Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 25	us1902	74/647,149 15-Mar-1995	2,201,625 03-Nov-1998 Status: Registered	03-Nov-2008	01-Jul-1995
							
New York Islanders Primary Logo Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 41	us1906	72/437,575 05-Oct-1972	970,428 09-Oct-1973 Status: Registered	29-Oct-2003	16-Feb-1972
							
New York Islanders Primary Logo Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 25	us1908	74/107,138 19-Oct-1990	1,694,498 16-Jun-1992 Status: Registered	16-Jun-2002	31-Dec-1972
							
RUNNIN' WAVES Country: United States of America	CLB	MJS RHZ Owner: New York Islanders Hockey Club Classes: 41	us1910	75/193,551 05-Nov-1996	2,095,297 09-Sep-1997 Status: Registered	09-Sep-2007	08-Nov-1995

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of April 25, 2000, by and among CBW/SK Sports Ventures, LP, a Delaware limited partnership ("CBW/SK LP"), CBW/SK Sports Ventures II, Inc., a Delaware corporation ("CBW/SK Inc." and, collectively with CBW/SK LP, the "Buyer"), New York Sports Ventures, LLC, a Delaware limited liability company ("NYSV"), and NYIsles, LLC, a Delaware limited liability company ("NYT" and, collectively with NYSV, the "Seller").

WITNESSETH:

WHEREAS, NYSV is the owner of the Class A Partnership Interest (the "Class A Interest") in New York Islanders Hockey Club, L.P., a New York limited partnership (the "Company"), which holds a franchise in the National Hockey League (the "NHL") to operate the New York Islanders hockey team;

WHEREAS, the Class A Interest and the Class B Interests (the "Class B Interest" and, together with the Class A Interest, the "Interest") together constitute all of the ownership interests in the Company; and

WHEREAS, the Buyer wishes to purchase from the Seller, and the Seller wishes to sell to the Buyer, the Interest, all upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the meanings set forth below:

Affiliate shall mean with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such specified person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of equity securities, by contract or otherwise.

Assignment Agreements shall mean agreements in form and substance reasonably acceptable to the Buyer sufficient to effect the assignment by NYSV and NYI to CBW/SK LP and CBW/SK Inc. of all of the right, title and interest of NYSV and NYI in and to the Class A Interest and the Class B Interest, respectively.

Banks shall mean Fleet National Bank, The Bank of New York and Société Générale, their successors and assigns, which are parties to the Credit Agreement.

Business Day shall mean any day other than a Saturday, Sunday, a day on which banking institutions in the State of New York are permitted or obligated by law to be closed or a day on which the New York Stock Exchange is closed for trading.

Cable Contract shall mean the Amended and Restated License Agreement, dated as of July 1, 1996, by and between Sportschannel Associates, a New York partnership, and the Company, as amended.

Class B Holders shall mean the persons who hold any portion of the Class B Interest prior to the acquisition thereof by NYI.

Code shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

Coliseum shall mean the Nassau Veterans Memorial Coliseum, located in Uniondale, New York, as in existence on the date hereof.

Consent Agreement shall mean the Consent Agreement, to be entered into as of the Closing Date, among the NHL, the Buyer and such other persons as may be required by the NHL.

County/SMG Consent shall mean the consent of the County of Nassau and SMG to the transactions contemplated hereby, insofar as required pursuant to the 1998 Waiver and Consent Agreement, dated February 26, 1998, executed by the County of Nassau and SMG in connection with NYSV's purchase of the Class A Interest.

Credit Agreement shall mean the Credit Agreement, dated as of February 26, 1998, by and among the Company and the Banks, as amended.

Damages shall mean any loss, claim, liability, obligation, fine, penalty, cost or expense (including reasonable attorneys' fees, court costs and other expenses) or other damage of any kind or nature.

GAAP shall mean generally accepted accounting principles in effect in the United States of America as applied by the Company in its most recent audited financial statements provided to the Buyer.

General Warranty shall mean any representation or warranty contained in this Agreement other than a Tax Warranty.

General Warranty Expiration Date shall mean, with respect to claims other than claims relating to breach of a Tax Warranty, (i) with respect to claims based in tort, the third anniversary of the Closing Date, and (ii) with respect to claims based on matters other than tort, the close of business on the earlier of December 31, 2001, or the 60th day following the date on which the Company's independent public accountants deliver their audit report with respect to the Company's financial statements for the fiscal year ending June 30, 2001.

Governmental Entity shall mean any nation or government, any federal, state, county, province, city, town, municipality, local or other political subdivision thereof or thereto and any court, tribunal, department, commission, board, bureau, instrumentality, agency, counsel, arbitrator or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority over the applicable persons, assets or properties.

Governmental Rule shall mean any law, judgment, order, decree, statute, ordinance, rule or regulation issued or promulgated by any Governmental Entity.

Guarantor shall mean Charles B. Wang.

Guaranty shall mean the Guaranty, substantially in the form of Exhibit A hereto, guaranteeing the payment of all amounts due from the Buyer to NYSV or its principals following the Closing Date under the Indemnity Agreement and the indemnification obligations of Buyer pursuant to Article VI hereof, to be executed and delivered by the Guarantor to NYSV at the Closing.

H-S-R Act shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Indemnity Agreement shall mean Indemnity Agreement from the Buyer, substantially in the form of Exhibit B hereto, indemnifying NYSV and its principals from and against any liabilities arising after the Closing (i) to the NHL, arising in respect of Buyer and its principals' obligations under the Consent Agreement and related guaranties and Section 7 of the consent agreement, dated as of February 26, 1998, by and among the NHL, the Current Owners (as defined therein), NYSV and its principals, and the Guaranty, dated as of February 26, 1998, by NYSV and its principals in favor of the NHL, (ii) to the NHL, in respect of the Labor Dispute Fund, and (iii) to any Company players, in respect of guaranties of deferred signing bonuses or salary, which players and the total amounts guaranteed for each such player are set forth on Schedule 4.2(f).

Labor Dispute Fund shall mean money, securities, a letter of credit or any combination thereof, provided to the NHL for the benefit of the Company in connection with any NHL program designed to meet the financial needs of NHL member teams in the event of a labor dispute.

Liabilities shall mean any debt, liability, commitment or obligation of any kind or nature, whether secured or unsecured, known or unknown, accrued, fixed, absolute, contingent or otherwise, and whether due or to become due.

Lien shall mean any direct and indirect mortgage, deed of trust, pledge, security interest, charge, restriction on or condition to transfer, voting or exercise or enjoyment of any right or beneficial interest, option, right of first refusal and any other lien, claim, encumbrance, restriction and equity of any nature whatsoever (regardless of form and whether voluntary, involuntary, by operation of law or otherwise.)

Material Adverse Effect shall mean any event, occurrence, effect, fact or circumstance which, individually or together with other effects, is materially adverse to, or has a material adverse effect on, (a) the business, assets, condition (financial or otherwise) or results of operations or prospects of the Company, (b) the Seller's ability to perform its obligations under any of the Operative Documents or (c) the validity, legality or enforceability of any of the Operative Documents. Notwithstanding the foregoing, no Material Adverse Effect shall be deemed to result from the physical condition of the Company's players, any player or other hockey department personnel transactions or the on-ice performance of the Company's hockey team, other than a catastrophic event which results in the death or permanent disability of more than one-half of the players who are on the Company's NHL roster as of the date of the Company's last NHL regular season game prior to the date of this Agreement. The failure of the Company to meet any budget provided to the Buyer for the 1999-2000 or 2000-2001 fiscal years, including any such failure due to lower than anticipated ticket sales or revenues from suite leases or sponsorship, shall not, solely of itself, be deemed to constitute a Material Adverse Effect.

New Arena shall mean either (i) any new hockey arena facility, other than the Coliseum, that hereafter becomes the permanent "home" arena for the Company's NHL franchise, or (ii) the Coliseum, if a renovation of the existing Coliseum has been completed which causes such facility to have at least 18,000 seats for ice hockey games, including at least 500 seats available for sale as "club" or premium seating, and a minimum of 60 luxury boxes, and with respect to which the Company is able to secure revenue participation in concessions and parking which the Company does not currently participate in or, in the alternative, if a renovation of the Coliseum has been completed and/or a new lease, tenancy or building ownership or management arrangement has been consummated, following which such facility has (x) net revenue potential for the Company and its Affiliates and (y) fan amenities, in each case comparable to those of NHL home arena facilities completed and played in after July 1, 1992.

New Arena Note shall mean CBW/SK LP's conditional promissory note, substantially in the form of Exhibit C hereto, which shall become payable only in the event that the Company's NHL franchise plays its first home game in the New Arena on or before October 31, 2010.

NHL shall mean the National Hockey League.

NHL Consent shall mean the consent of the NHL to the transactions contemplated hereby, as set forth in the Consent Agreement.

1997 Agreement shall mean the Purchase and Sale Agreement by and among NAE Sports, LLC, WG Islanders, L.P., and FLI Islanders, L.P., as sellers, and New York Sports Ventures, LLC, as purchaser, dated as of October 14, 1997, as amended.

NYSV Notes shall mean NYSV's conditional promissory notes, in the aggregate principal amount of \$25,000,000, delivered by NYSV to NAE Sports, LLC, WG Islanders, L.P., and FLI Islanders, L.P., pursuant to the 1997 Agreement, which are listed on Schedule 1.1 hereto.

Operative Documents shall mean this Agreement, the Assignment Agreements, the Deposit Escrow Agreement, the New Arena Note, the Building Note, the County/SMG Consent and the Consent Agreement.

Partnership Agreement shall mean the Amended and Restated Agreement of Limited Partnership of the Company, dated as of February 26, 1998, as heretofore amended.

Person shall mean any individual, corporation, limited liability company, partnership, firm, association, joint venture, joint stock company, trust, unincorporated organization or other entity, or any government or regulatory, administrative or political subdivision or agency, department or instrumentality thereof.

Seller Guarantor shall mean Howard Milstein.

Seller Guaranty shall mean the Guaranty, substantially in the form of Exhibit D hereto, guaranteeing the payment of all amounts due to Buyer pursuant to Section 2.2(b)(iii), and the indemnification obligations of NYSV pursuant to Article VI hereof, to be executed and delivered by the Seller Guarantor to the Buyer at the Closing.

Seller's Accountants shall mean KPMG Peat Marwick or another firm of independent accountants of recognized standing designated by NYSV.

SMG shall mean SMG, a Pennsylvania joint venture.

Tax Warranty shall mean any representation or warranty of NYSV contained in Section 3.1(m) hereof pertaining to Taxes and any provision of any other representation, warranty or covenant of NYSV herein insofar as the same relates to any Tax liability of the Company, or Tax liability attributable to the Company's operations.

Tax Warranty Expiration Date shall mean the expiration of the applicable statutory period of limitations (giving effect to any waiver or extension thereof to which NYSV has consented) with respect to the collection of any Tax liability.

Termination Date shall mean July 31, 2000.

1.2 Other Defined Terms. The following terms shall have the meanings set forth in the Sections of this Agreement identified below:

<u>Term</u>	<u>Section</u>
AAA	8.11
Benefit Plans	3.1(r)
Building Note	2.2(c)
Buyer's Damages	6.1(a)
Closing	2.3
Closing Date	2.3
Closing Date Liabilities Statement	2.2(b)
Defaulting Party	7.2
DOJ	2.4
Deposit Escrow Account	2.2(a)
Deposit Escrow Amount	2.2(a)
Deposit Escrow Agreement	2.2(a)
Dispute	8.11
ERISA Affiliate	3.1(r)
Escrow Agent	2.2(a)
Escrow Deposit	2.2(b)
Excluded Claims	6.1(b)
FTC	2.4
Financial Statements	3.1(g)
1999 Financials	3.1(g)
Governmental Rules	3.1(p)
Independent Auditor	2.2(b)
Net Liabilities	2.2(b)
NHL Entity	3.1(w)
Non-Defaulting Party	7.2
Notice of Objection	2.2(b)
Purchase Price	2.2
Rules	8.11
Seller's Damages	6.2
Tax or Taxes	3.1(m)
Taxing Authority	3.1(m)

1.3 Accounting Terms. All accounting terms not otherwise defined herein shall be construed in accordance with GAAP, as in effect on the date hereof.

ARTICLE II

PURCHASE AND SALE OF INTEREST

2.1 Purchase and Sale of Interest. At the Closing, and subject to the conditions set forth in this Agreement, the Seller shall sell, transfer, assign and convey to Buyer, and Buyer shall purchase from the Seller, all of Seller's right, title and interest in and to the Interest, free and clear of all Liens, except Liens existing in favor of the NHL which are disclosed on Schedule

2.1 or exist by virtue of the NHL constitution or bylaws. At least three Business Days' prior to the Closing, the Buyer shall notify the Seller as to what respective percentages of the Class A Interests and the Class B Interests will at the Closing be transferred to and acquired by CBW/SK LP on the one hand and CBW/SK Inc. on the other hand.

2.2 Purchase Price. The aggregate consideration to be paid by the Buyer to the Seller for the Interest (the "Purchase Price"), and any adjustment to such amount to be paid by the Buyer to the Seller or the Seller to the Buyer, as the case may be, shall consist of the following amounts, payable as provided in this Section 2.2:

(a) Sixty-eight Million Five Hundred Thousand Dollars (\$68,500,000.00), payable as follows:

(i) Concurrently with the execution of this Agreement, the Buyer shall deposit with The Chase Manhattan Bank, as escrow agent (the "Deposit Escrow Agent"), the sum of \$4,000,000 in cash (the "Deposit Escrow Amount"), which shall be held in an escrow account (the "Deposit Escrow Account") pending the Closing in accordance with the terms of an escrow agreement, dated the date hereof, by and among CBW/SK LP, NYSV and the Deposit Escrow Agent (the "Deposit Escrow Agreement"). Subject to the terms of the Deposit Escrow Agreement, at the Closing, the Deposit Escrow Amount (including any interest earned thereon) shall be released from the Deposit Escrow Account and delivered to the Seller and shall be credited against the Buyer's obligation to pay the Purchase Price. In the event that this Agreement is properly terminated by the Seller in accordance with Section 7.2, the Deposit Escrow Amount (and any interest thereon) shall be released from the Deposit Escrow Account and delivered to the Seller. In the event that this Agreement is terminated or abandoned other than as described in the preceding sentence, the Deposit Escrow Amount (and any interest earned thereon) shall be released from the Deposit Escrow Account and refunded to the Buyer, and Seller shall have no further rights or interest therein.

(ii) The balance of the payment provided for in subsection 2.2(a) shall be payable in cash at the Closing.

(b) (i) Within 120 days after the Closing Date, NYSV shall deliver to the Buyer a statement (the "Closing Date Liabilities Statement") of the Net Liabilities of the Company as of the close of business on the day prior to the Closing Date, determined in accordance with GAAP, together with an audit report thereon by Seller's Accountants.

(ii) Unless CBW/SK LP notifies NYSV in writing within 45 days after the Buyer's receipt of the Closing Date Liabilities Statement of any objection to the calculation of the Net Liabilities set forth therein (the "Notice of Objection"), such calculation shall be final and binding. During such 45-day period, CBW/SK LP and its representatives shall be permitted to review the working papers of NYSV and Seller's Accountants relating to the Closing Date Liabilities Statement. Any Notice of Objection shall specify in reasonable detail the basis for the objections set forth therein. If CBW/SK LP provides such Notice of Objection to NYSV within such 45-day period,

CBW/SK LP and NYSV shall, during the 45-day period following CBW/SK LP's delivery of the Notice of Objection to NYSV, attempt in good faith to resolve CBW/SK LP's objections. If CBW/SK LP and NYSV are unable to resolve all such objections within such period, the matters remaining in dispute shall be submitted to the New York office of Arthur Andersen LLP (or, if such firm declines to act, to another public accounting firm of recognized standing mutually agreed upon by CBW/SK LP and NYSV and, if CBW/SK LP and NYSV are unable to so agree within ten days after the end of such 45-day period, then CBW/SK LP and NYSV shall each select such a firm and such firms shall jointly select a third firm to resolve the disputed matter) (such determining firm being the "Independent Auditor"). The resolution of disputed items by the Independent Auditor shall be final and binding. The fees and expenses of the Independent Auditor shall be borne equally by CBW/SK LP and NYSV; each party shall pay the fees and expenses of its own accountants. After final determination of the Closing Date Net Liabilities, CBW/SK LP shall have no further right to make any claims against NYSV in respect of, and to the extent of, any Liabilities included in the computation of the Closing Date Net Liabilities.

(iii) Upon final determination of the Closing Date Net Liabilities in accordance with this Section 2.2, if the Closing Date Net Liabilities are less than \$90,000,000, the Buyer shall pay to the Seller an amount equal to the excess of \$90,000,000 over the Closing Date Net Liabilities. If the Closing Date Net Liabilities exceed \$90,000,000, the Seller shall pay to the Buyer an amount equal to such excess. Any payments due pursuant to this clause (iii) shall be paid in cash within five Business Days after the final determination of Closing Date Net Liabilities.

(iv) NYSV shall retain a minimum of \$3,000,000 of the Purchase Price, and not distribute it to its members, until it is determined that NYSV has no payment obligations to Buyer pursuant to clause (iii) above, or until such funds are paid over to Buyer to satisfy such obligation. In the event that NYSV does not have sufficient funds to make the payment provided in clause (iii) above, any remaining amount shall be paid to Buyer by the Seller Guarantor pursuant to the Seller Guaranty.

(v) The term "Net Liabilities" means an amount equal to the excess of the total liabilities of the Company over the sum of the Company's "Cash," "Accounts and Notes Receivable," "Other Receivables," "Expansion Rights Receivable," "Notes Receivable and Other Assets" and "Other Receivables," as such categories are used in the Company's audited financial statements. Net Liabilities shall be determined in accordance with GAAP, consistently applied by the Company, including, without limitation, the revenue recognition principles applied by the Company in respect of the Cable Contract. Notwithstanding the foregoing, for purposes of this subsection 2.2(b), (i) there shall be excluded from the Company's total liabilities and Net Liabilities up to \$1,000,000 of signing bonus liabilities in respect of the Company's NHL draft picks listed on Schedule 2.2(b) who are unsigned as of the date of this Agreement and who sign standard player's contracts prior to June 30, 2000, (ii) the parties agree that for purposes of calculating Net Liabilities, no liability shall be deemed to exist in respect of any claim or recovery by either Nassau County or SMG for attorneys fees, costs or expenses in

connection with the litigation described in Item 9 of Schedule 3.1(o), and (iii) any costs or expenses of the Banks that are required to be paid or reimbursed by the Company, and any prepayment penalties, premiums or breakage or similar costs required to be paid to the Banks, under the Credit Agreement and the related documents in connection with the repayment of the Company's obligations under the Credit Agreement contemplated by this Agreement, which have not been paid as of the close of business on the day prior to the Closing Date, shall be considered liabilities of the Company for purposes of calculating the Company's total liabilities and Net Liabilities.

(c) NYSV represents and warrants that, since their issuance, the NYSV Notes have not been amended or modified in any respect, and that the payees under the NYSV Notes have consented to CBW/SK LP's assumption of NYSV's obligations thereunder. Except as set forth in the immediately succeeding sentence, from and after the date hereof (unless and until this Agreement is terminated in accordance with its terms), without the prior written consent of CBW/SK LP, NYSV shall not amend or modify in any way, or waive any of the obligations, rights or conditions under, any of the NYSV Notes, and shall not agree or commit to do any of the foregoing. Notwithstanding the foregoing, at or immediately prior to the Closing, the NYSV Notes shall be amended to provide as follows: (i) it shall constitute an Event of Default under Section 6 of the NYSV Notes if among Charles B. Wang and Sanjay Kumar both of the following occur (1) they do not own directly or indirectly at least 51% of all partnership interests in the Company other than Class B Interests and (2) they do not control the general partner of the Company, and (ii) Section 6(e) and the last sentence of Section 2(c) of the NYSV Notes shall be deleted.

(d) All payments of cash to the Seller shall be made by wire transfer of immediately available funds to an account designated, from time to time, by the Seller to the Buyer. Any payment of cash to the Buyer shall be made by wire transfer of immediately available funds to an account designated by the Buyer to the Seller.

2.3 Time and Place of Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of NYSV at 575 Madison Avenue, 3rd Floor, New York, New York, at 10:00 a.m., local time on the later of (x) June 1, 2000, or (y) the fifth Business Day following the date on which all of the conditions described in Sections 5.1 and 5.2 have been satisfied, or at such other place or time as the parties may agree. The date on which the Closing occurs is referred to herein as the "Closing Date."

2.4 Closing.

(a) Buyer's Deliveries. At the Closing, the Buyer shall take the following actions and shall deliver or execute and deliver the following:

- (i) the Purchase Price, payable as provided in Section 2.2(a);
- (ii) written instructions to the Escrow Agent to deliver the Deposit Escrow Amount and all interest earned thereon to the Seller;

- (iii) the New Arena Note;
 - (iv) the Indemnity Agreement;
 - (v) assumption agreements duly executed by CBW/SK LP, pursuant to which CBW/SK LP shall assume all obligations of NYSV in respect of the NYSV Notes (as amended as described in the last sentence of Section 2.2(c) hereof);
 - (vi) the Guaranty, duly executed and delivered by the Guarantor;
 - (vii) a certificate of a duly authorized representative of the Buyer certifying that all of the conditions to the Closing set forth in Section 5.2 hereof have been satisfied (or waived in writing by the Seller) as of the Closing Date;
 - (viii) a certificate executed by an authorized representative of CBW/SK LP certifying as of the Closing Date as to (i) a true and correct copy of the limited partnership agreement of CBW/SK LP, and (ii) a true and correct copy of the consent of the partners of CBW/SK LP authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by CBW/SK LP;
 - (ix) a certificate executed by the secretary of CBW/SK Inc. certifying as of the Closing Date as to (i) a true and correct copy of the bylaws of CBW/SK Inc. and (ii) a true and correct copy of the resolutions of the board of directors of CBW/SK Inc. authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by CBW/SK Inc.;
 - (x) copies of the certificate of limited partnership of CBW/SK LP and certificate of incorporation of CBW/SK Inc., each certified as of a recent date by the Secretary of the State of Delaware;
 - (xi) a certificate of the Secretary of State of the State of Delaware certifying as to the good standing of each of CBW/SK LP and CBW/SK Inc.;
 - (xii) the Consent Agreement and such other agreements and instruments required to be delivered by the Buyer and its principals pursuant thereto;
 - (xiii) evidence reasonably satisfactory to NYSV of the payment or other satisfaction in full of all obligations of the Company with respect to the Credit Agreement; and
 - (xiv) such other agreements, instruments, certificates, opinions and documents as may be required to be delivered pursuant hereto, including those specified in Section 5.2, or as may be reasonably requested by the Seller in order to effectuate the transactions contemplated hereby.
- (b) Seller's Deliveries. At the Closing, the Seller shall take the following actions and shall deliver or execute and deliver the following:

- (i) the Assignment Agreements;
- (ii) the Seller Guaranty;
- (iii) a certificate of a duly authorized representative of NYSV certifying that all of the conditions to the Closing set forth in Section 5.1 hereof have been satisfied (or waived in writing by the Buyer) as of the Closing Date;
- (iv) a certificate executed by an authorized representative of NYSV certifying as of the Closing Date as to (i) a true and correct copy of the operating agreement of NYSV, and (ii) a true and correct copy of the consent of the managers or members of NYSV authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by NYSV;
- (v) a certificate executed by an authorized representative of NYI certifying as of the Closing Date as to (i) a true and correct copy of the operating agreement of NYI, and (ii) a true and correct copy of the consent of the managers or members of NYI authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by NYI;
- (vi) a certificate executed by an authorized representative of the Company certifying as of the Closing Date a true and correct copy of the limited partnership agreement of the Company;
- (vii) copies of the certificate or articles of formation or limited partnership, as the case may be, of the Company, NYSV and NYI and all amendments thereto, each certified as of a recent date by the Secretaries of the States of New York, Delaware and Delaware, respectively;
- (viii) certificates of the Secretaries of State of the States of New York and Delaware certifying as to the good standing of the Company and NYSV, respectively;
- (ix) subject to Section 4.1(c)(xviii), the County/SMG Consent; and
- (x) such other agreements, instruments, certificates, opinions and documents as may be required to be delivered pursuant hereto, including those specified in Section 5.1, or as may be reasonably requested by the Buyer in order to effectuate the transactions contemplated hereby.

(c) Further Assurances. In addition to the actions, documents and instruments specifically required to be taken or delivered hereby, the Seller and the Buyer shall execute and deliver such other instruments and take such other actions as the other party, or its counsel, may reasonably request in order to consummate the transactions contemplated by this Agreement.

2.4 H-S-R Act Compliance. The Buyer and the Seller shall each file or cause to be filed with the Federal Trade Commission ("FTC") and the United States Department of Justice ("DOJ") any notifications required to be filed under the H-S-R Act with respect to the transactions contemplated hereby, and the Buyer and the Seller shall bear the costs and expenses of their respective filings; provided that the Buyer shall pay the filing fee in connection therewith. The Buyer and the Seller shall keep each other reasonably apprised of any communications with, and inquiries or requests for additional information from, the FTC and DOJ and any other governmental authorities, and shall comply promptly with any such inquiry or request. In addition, the Buyer and the Seller shall give each other notice in advance of any meetings (including telephonic meetings) with the FTC and DOJ or any other Governmental Entities and, if permitted by such Governmental Entities, shall permit the other party to participate therein.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of NYSV. NYSV represents and warrants to the Buyer as follows:

(a) Organization. NYSV and NYI are validly existing limited liability companies in good standing under the laws of the State of Delaware. Each of NYSV and NYI has all requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(b) Authorization. This Agreement has been duly authorized by all necessary proceedings of, has been duly and validly executed and delivered by, and is the valid and binding obligation of, the Seller, enforceable against the Seller in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, or by legal or equitable principles, relating to or limiting creditors' rights generally and except that the remedy of specific performance and injunctive and other forms of equitable relief are subject to certain equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. The Seller Guaranty, when executed and delivered by the Seller Guarantor, will be the valid and binding obligation of the Seller Guarantor, enforceable against the Seller Guarantor in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, or by legal or equitable principles, relating to or limiting creditors' rights generally.

(c) Company. The Company is a limited partnership duly organized and validly existing under the laws of the State of New York and has all requisite power and authority to carry on its business as presently conducted and to own or lease and to operate its properties. NYSV is the sole general partner and sole holder of the Class A Interest of the Company and, as of the Closing Date, NYI will be the sole holder of the Class B Interest. All of the outstanding partnership interests of the Company are owned of record as of the date hereof as set forth on Schedule 3.1(c). Except as set forth on Schedule 3.1(c) hereto and for the rights of

the Buyer under this Agreement, the Company does not have outstanding, and neither the Company, NYSV nor NYI is bound by, any subscription, option, warrant or other right, call or commitment to issue, or any obligation or commitment to purchase or sell, any interest in the Company or any securities convertible into or exchangeable for any interest in the Company. The Interest represents the entire ownership interest in the Company.

(d) Limited Partnership Agreement. The Seller has heretofore delivered to the Buyer a true and complete copy of the Amended and Restated Agreement of Limited Partnership of the Company. Such agreement remains in full force and effect, without amendment or modification, as of the date hereof.

(e) Non-Contravention; Consents. Except as set forth in Schedule 3.1(e), the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and compliance with the provisions hereof by the Seller, do not and will not:

(i) conflict with, or result in a breach of, or violate any provision of any of the organizational documents of the Seller or the Company;

(ii) constitute a default under, give rise to the right to terminate, result in the loss of a material benefit under, violate, or result with the passage of time in the violation of, any provision of or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, or result in the creation or imposition of any Lien upon any of the properties of Seller or the Company pursuant to, any provision of any Lien, lease, agreement, permit, indenture, license, instrument, law, order, arbitration award, judgment or decree to which Seller or the Company is a party or by which it or any of its properties are bound;

(iii) except for the indebtedness arising pursuant to the Credit Agreement, result in the acceleration of the maturity of any debt or obligation of Seller or the Company or in the creation or imposition of any Lien upon any of the properties or assets of the Seller or the Company; or

(iv) violate or conflict with any Governmental Rule to which the Seller or the Company or any of their respective assets is subject.

Except as provided in Schedule 3.1(e), no consent, authorization, order or approval of, or filing or registration with, any Person is required for or in connection with the execution, delivery and performance of this Agreement by the Seller or the Company and the consummation by the Seller of any of the transactions contemplated hereby.

(f) Ownership of Interest. Except as set forth on Schedule 3.1(f), and except for the rights of the Buyer under this Agreement and the rights of the NHL under the NHL constitution, bylaws and resolutions, NYSV owns all right, title and interest in, to and under the Class A Interest, and as of the Closing Date NYI will own all right, title and interest in to and under the Class B Interest, free and clear of all Liens.

(g) Financial Statements. The Seller has delivered to the Buyer a balance sheet of the Company as at June 30, 1999, and the related statement of operations and partners' capital and statement of cash flows for the twelve months ended on such date (collectively, the "1999 Financials"), and an unaudited balance sheet of the Company as at February 29, 2000, and the related statement of operation and partners' capital for the seven months ended on such date (collectively with the 1999 Financials, the "Financial Statements"). The Seller shall within ten business days of the date hereof deliver to Buyer the unqualified audit opinion of the Company's independent auditors on the 1999 Financials, and, in connection therewith, there shall be no required changes in any material respect to the 1999 Financials. The Financial Statements have been prepared in accordance with GAAP (except as may be indicated therein or in the notes thereto or, in the case of the unaudited financial statements, for the absence of notes) and fairly present in all material respects the financial position of the Company as of the date thereof and the results of operations and cash flows of the Company for the periods indicated (subject, in the case of the unaudited financial statements, to normal year end adjustments). Except for Liabilities (contingent or otherwise) that (i) are disclosed or to the extent reserved against in the balance sheets included in the Financial Statements, (ii) have been disclosed in the schedules hereto or (iii) have been incurred since June 30, 1999, in the ordinary course of business of the Company and which, individually or in the aggregate, do not have a Material Adverse Effect, the Company does not, as of the date hereof, and will not as of the Closing Date, have any Liabilities.

(h) Brokers. No broker or finder has acted on behalf of the Seller or the Company in connection with the transactions contemplated hereby, and no broker or finder is entitled to any commission or other fee in respect thereof based in any way upon agreements, arrangements or understandings made by, or to NYSV's knowledge, on behalf of Seller or the Company.

(i) Accuracy of Information Furnished. No statement by either Seller contained in this Agreement or in any Schedule hereto contains a misstatement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

(j) Title to Properties, Liens. Except as reflected in the Financial Statements or the notes thereto, or as set forth in Schedule 3.1(j), the Company has good and marketable title to, or valid leasehold interests in, all its properties and assets except for defects in title, easements, restrictive covenants and similar encumbrances or impediments that, in the aggregate, do not and will not materially interfere with the Company's ability to conduct its business as currently conducted. All such assets and properties, other than assets and properties in which the Company has leasehold interests, are free and clear of all Liens other than those set forth in Schedule 3.1(j).

(k) Leases. Each lease of real property and each lease of personal property which has payments in excess of \$20,000 per annum to which the Company is a party as lessor or lessee is set forth on Schedule 3.1(k) hereto and is in full force and effect. The aggregate annual payments by the Company under leases not set forth on Schedule 3.1(k) by virtue of the \$20,000 threshold do not exceed \$100,000. True and correct copies, or summaries in the case of

oral leases, of all leases listed in Schedule 3.1(k) have been made available to the Buyer. Except as set forth on Schedule 3.1(k) hereto, in the case of each such lease, there is no existing default or event of default by the Company as the lessee or lessor, nor to the best of NYSV's knowledge does there exist any event or condition which, with notice or lapse of time or both, would constitute such a default or event of default by the Company. Except as set forth in Schedule 3.1(k), the Company has complied in all material respects with the terms of all leases to which it is a party and under which it is in occupancy. To the best of NYSV's knowledge, all such leases are enforceable in accordance with their respective terms except as such enforceability may be limited by bankruptcy, reorganization or similar laws. Notwithstanding the foregoing, NYSV makes no representation or warranty in this Agreement or elsewhere, express or implied, relating to the Company's use or occupancy of the Coliseum.

(l) Licenses and Permits. The Company has all licenses and permits and other governmental authorizations and approvals required for the lawful operation of its business and the use of its properties as presently operated or used, and such licenses, permits and authorizations are valid and subsisting and in full force and effect. There are no administrative proceedings, suits, demands or investigations pending or, to the knowledge of NYSV, threatened which seek the revocation, cancellation, suspension or any adverse modification of any such license, permit or authorization. The Company is not in violation in any material respect of the terms of any such license, permit or authorization.

(m) Taxes. "Tax" (or, when referring to more than one Tax, "Taxes") shall mean (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax), together with any interest, penalty or addition to tax, due from, or in respect of, the Company imposed by any governmental entity (domestic or foreign) responsible for the imposition of any such tax (a "Taxing Authority"), and (ii) any liability of the Company with respect to the payment of any amounts of the type described in (i) as a result of any express or implied obligation to indemnify any other Person. Except as set forth on Schedule 3.1(m) hereto, (i) the Company has filed all Tax returns required under applicable law to be filed on or before the Closing Date in respect of any fiscal period ended on or before the Closing Date, and has paid all Taxes and other charges shown on said reports and returns as due (except Tax returns for which valid extensions of time for the filing of such Tax returns are in effect and with respect to which the Company has adequately reserved and which the Company has disclosed in Schedule 3.1(m)) and all such returns are true, correct and complete in all material respects; and (ii) the accruals or reserves for Taxes on the Closing Date Liabilities Statement, the Financial Statements and the additional financial statements referred to in Section 4.1(b) are adequate to cover all Tax liabilities of the Company accruing through the Closing Date. Except as set forth on Schedule 3.1(m), to the knowledge of NYSV none of the Tax returns or reports of the Company is under investigation or audit and there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any Tax return for any period, and no Tax liens have been filed and no claims have been asserted with respect to any Taxes of the Company. The Company has, at all times since its inception, been classified as a partnership (and not as an association or other taxable entity) for United

States tax purposes and has made an election pursuant to Section 754 of the Code which is currently valid and binding and has not been revoked.

(n) Certain Agreements. Schedule 3.1(n) hereto contains a complete and correct list or description, as of the date of this Agreement, of all agreements of the following types to which the Company is a party or by which the Company or any of its properties is bound: (i) severance pay, deferred compensation, bonus, profit sharing, stock purchase, stock option, pension, retirement, long-term disability, hospitalization, insurance or similar plans providing employee benefits, (ii) written consulting service and/or employment contracts with respect to any individual or employee (other than player contracts) and a list of all employees of the Company who do not have written employment agreements and their present annual rate of pay, (iii) player contracts, (iv) non-competition and secrecy agreements, (v) radio, television broadcasting, cable and other media and communications (audio, video etc.) agreements, (vi) loan agreements, notes, mortgages, indentures, security agreements and other agreements and instruments relating to the borrowing of money and/or the encumbering of the Company's assets, (vii) franchise or license agreements between the Company and any third party other than agency agreements entered into in the ordinary course of business, (viii) agreements by the Company with NYSV or with any officer, director, or partner of NYSV or any Affiliate or relative of any of the foregoing, (ix) partnership or joint venture agreements of any kind, (x) sponsorship and luxury suite agreements, and (xi) all other agreements requiring, in each case, aggregate payments or other consideration in excess of \$50,000 or otherwise material to the business and operations of the Company during the remainder of their respective terms. All benefits to which the employees referred to in clauses (ii) and (iii) of this Section 3.1(n) are entitled are disclosed in Schedule 3.1(r) hereto. Except as set forth in Schedule 3.1(n), all of the agreements referred to in Schedule 3.1(n) are in full force and effect. Except as set forth in Schedule 3.1(n) hereto, none of the rights of the Company in the agreements listed in Schedule 3.1(n) will be impaired by reason of, and none of such agreements listed in Schedule 3.1(n) contain "change of control" provisions that may be triggered by, the consummation of the transactions contemplated by this Agreement. Copies of all documents listed in Schedule 3.1(n) have been delivered or made available to the Buyer and are true and complete in all respects and include all amendments and supplements thereto and modifications thereof. Each agreement on Schedule 3.1(n) is a valid and binding obligation of the Company, enforceable in accordance with its respective terms except as such enforceability may be limited by bankruptcy, reorganization or similar laws. The Company is not in default and no notice of alleged default has been received by the Company under any agreement listed on Schedule 3.1(n). Except as set forth on Schedule 3.1(n), to the knowledge of the Company, no other person is in default or alleged to be in default under any of the agreements listed on Schedule 3.1(n) and there exists no condition or event which after notice or lapse of time or both, would constitute a default by any party thereto. To the Seller's knowledge, all of the agreements referred to in Schedule 3.1(n) are enforceable against the other party thereto in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, reorganization or similar laws.

(o) Litigation. Except as set forth in Schedule 3.1(o) hereto, there is no action, suit or proceeding pending, or, to the knowledge of NYSV, threatened, at law or in equity, before any arbitrator, court or other governmental authority, nor any judgment, decree, injunction, award or order outstanding, against or in any manner involving the Company or any

of its properties or rights, other than any of the foregoing which may involve the NHL or its member clubs as parties and affect the Company solely by virtue of its status as a member of the NHL. The Company is not in default under any judgment, order, injunction or decree of any governmental entity or arbitrator.

(p) Compliance with Laws, Etc. Except as set forth on Schedule 3.1(p), the Company is not in violation in any material respect of (i) any mortgage, indenture, instrument or agreement relating to indebtedness for borrowed money, (ii) any agreement or instrument to which it is a party or by which its assets are bound, (iii) any license, franchise, permit or other governmental authorization or approval, or (iv) the Company's NHL franchise agreement and any applicable rules and regulations of the NHL. The Company has complied in all material respects with all Governmental Rules applicable to the Company or any of its properties, assets or operations; provided, however, that the Company makes no representation or warranty with respect to compliance with environmental laws, other than as set forth in Section 3.1(s). Except as set forth on Schedule 3.1(p) hereto, the Company has not received any written notice of any asserted violation of any such Governmental Rules and has not received notice that any investigation or review by any Governmental Entity is pending or contemplated.

(q) Copyrights, Trademarks and Trade Names and Other Intellectual Property. The Company owns, or is licensed or otherwise has the full right to use, all copyrights, service marks, trademarks, trade secrets, trade names and Internet addresses and domain names used in the conduct of its business as currently conducted. Schedule 3.1(q) hereto contains a complete list of all registered copyrights, service marks, trademarks and trade names used by the Company, all applications therefor, all unregistered trademarks, service marks and copyrights for which no applications for registration are pending, all licenses and other agreements relating thereto and all Internet addresses and domain names, which are material to the conduct of the business of the Company. Except as set forth on Schedule 3.1(q), no claims, security interests or Liens are pending, and, to the best of NYSV's knowledge, presently being asserted or threatened by any person or entity relating to the use of any such copyrights, service marks, trademarks, trade secrets, or trade names, or challenging or questioning the validity or effectiveness of any such registration, license or agreement; and to the best of NYSV's knowledge, (i) the use of such copyrights, trademarks, service marks, trade secrets and trade names by the Company does not infringe on the rights of any person, or, with respect to the use by Company of trademarks and service marks, dilute the rights of others and (ii) there is no infringing use by others of any Company-owned copyrights, service marks, trademarks, trade secrets and trade names and no use by others of any marks which would constitute a dilution of any Company-owned trademarks or service marks.

(r) Benefit Plans. Schedule 3.1(r) hereto sets forth a true and complete list of each "employee benefit plan" (as defined in Section 3(3) of ERISA) and each other plan, program, contract, arrangement or understanding providing pension, profit-sharing, thrift, retirement, deferred compensation, commission, incentive, bonus, life, health, hospitalization, medical, disability, vacation or sick leave benefits to the employees, former employees, partners or former partners of the Company, its Affiliates or any person or entity required to be treated as a single employer with the Company under Section 414 of the Code (an "ERISA Affiliate") or with respect to which the Company or any ERISA Affiliate has any liability (collectively, the

“Benefit Plans”). To the extent applicable, the Seller has delivered to the Buyer (i) current copies of, and all amendments to, the plan document and any related trust agreement for each Benefit Plan other than NHLPA Benefit Plans, Minor League Benefit Plans and collective bargaining agreements, (ii) the three most recent Forms 5500 required to be filed with respect to any Benefit Plan other than NHLPA Benefit Plans and Minor League Benefit Plans, (iii) the most recent determination letter, if any, issued pursuant to Section 401(a) of the Code with respect to any Benefit Plan, (iv) the current summary plan description for each Benefit Plan, (v) copies of agreements with third party administrators, insurance companies and other independent contractors that relate to any Benefit Plan other than the NHLPA Benefit Plans and Minor League Benefit Plans, and (vi) any Internal Revenue Service or Department of Labor ruling, determination, opinion letter, funding waiver or prohibited transaction exemption relating to a Benefit Plan, other than the NHLPA Benefit Plans and Minor League Benefit Plans.

(i) With respect to the Benefit Plans other than those administered by the NHL and, to the knowledge of NYSV, with respect to the Benefit Plans administered by the NHL, except as set forth on Schedule 3.1(r), individually and in the aggregate, no violation has occurred and there exists no condition or set of circumstances that constitute a violation, in connection with which the Company, its Affiliates and its ERISA Affiliates could be subject to any liability under ERISA, the Code or any other applicable law.

(ii) Except as set forth on Schedule 3.1(r), each Benefit Plan intended to be qualified under Section 401(a) of the Code has been the subject of a determination letter from the Internal Revenue Service to the effect that such Benefit Plan is so qualified and, to the knowledge of NYSV, no event has occurred and no circumstances exist that would affect the qualification of any such Benefit Plan.

(iii) Except as set forth on Schedule 3.1(r), each Benefit Plan other than those administered by the NHL and, to the knowledge of NYSV, each Benefit Plan administered by the NHL has been administered in accordance with its terms. The Company, its Affiliates and its ERISA Affiliates and all the Benefit Plans other than those administered by the NHL and, to the knowledge of NYSV, all the Benefit Plans administered by the NHL are in compliance with the applicable provisions of ERISA, the Code and all other applicable laws and the terms of all applicable collective bargaining agreements.

(iv) Except as set forth on Schedule 3.1(r), no employee or former employee of the Company or its Affiliates will be entitled to any additional benefits or any acceleration of the time of payment or vesting of any benefits under any Benefit Plan as a result of the transactions contemplated by this Agreement.

(v) Except as set forth on Schedule 3.1(r), no Benefit Plan is a “multiemployer plan” (as defined in Section 4001(a)(3) of ERISA (a “Multiemployer Plan”). As of the Closing Date, the Company, its Affiliates and its ERISA Affiliates would incur no material withdrawal liability under Section 4201 of ERISA if the Company, its Affiliates

and its ERISA Affiliates incurred a complete or partial withdrawal from each Multiemployer Plan as of the Closing Date.

(vi) Except as set forth on Schedule 3.1(r), all contributions to and any payments from, the Benefit Plans that may have been required to have been made in accordance with the terms of the Benefit Plans, any applicable collective bargaining agreement, ERISA or the Code have been made. There has been no application for, or waiver of, any contributions due to any Benefit Plan.

(vii) Other than as set forth on Schedule 3.1(r) or as required by Part 6 of Title I of ERISA, no Benefit Plans provide welfare benefits to former employees of the Company or its Affiliates.

(viii) Except as set forth on Schedule 3.1(r), there is no pending or, to the knowledge of NYSV, threatened action, suit, claim or grievance related to any of the Benefits Plans.

(s) Environmental Laws. Except as set forth on Schedule 3.1(s) hereto, the Company has not received any notification from a Governmental Entity or other person that there is any violation of any environmental laws, ordinances, or regulations with respect to the business or properties of the Company. The Company operates its business and uses its properties in compliance with all applicable environmental laws, ordinances, regulations and rules, including, without limitation, any applicable federal, state or local statutes, rules, laws or regulations relating to hazardous materials or substances or to the protection of the environment. The Company has not received any notification or request for information from a Governmental Entity pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, or any comparable state law. Except as specifically set forth in this Section 3.1(s), NYSV makes no representation or warranty as to the compliance by the Company or any other Person with any environmental laws, ordinances or regulations.

(t) Labor Matters. Except as set forth in Schedule 3.1(t), (i) there are no collective bargaining or other labor union agreements to which the Company is a party or by which it is bound and (ii) to the knowledge of the Company, the Company has not encountered (and there is not pending) any labor union organizing activity, or had any actual or threatened employee strikes, work stoppages, slow-downs or lockouts to the knowledge of the Company, threatened. Except as set forth on Schedule 3.1(t), all payments due from the Company or for which any claim may be made against the Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Company. The consummation of the transactions contemplated by this Agreement will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Company is bound.

(u) Insurance. Schedule 3.1(u) contains a list (including the name of the insurer, coverage and expiration date) of all policies of insurance relating to the Company's business which are in force, maintained by the Company or on which the Company is directly or indirectly paying premiums. The Company will continue to maintain through the Closing Date a

customary program of casualty and property insurance (which may include self-insurance) with respect to its business.

(v) Adequacy of Company's Assets. Except as described on Schedule 3.1(v), the assets owned, leased or licensed by the Company are all of the assets, properties, rights and claims used in the conduct of the Company's business and which are necessary or used to operate the Company's business in the same manner as it is currently being operated. Except as set forth on Schedule 3.1(v), all such assets are in good working condition and repair, are adequate for the uses to which they are being put or would be put in the ordinary course of business and conform to the requirements of all laws, ordinances and regulations applicable to their use and ownership or lease by the Company and none of such assets is in need of maintenance or repair except for ordinary, routine maintenance and repair.

(w) Subsidiaries. Except as set forth on Schedule 3.1(w) hereto, there are no corporations, partnerships, limited liability companies, associations or other business organizations in which the Company owns, directly or indirectly, any shares of capital stock or other equity interests. Except for the Company's subsidiaries listed on Schedule 3.1(w), which subsidiaries are inactive and have no liabilities of any kind or character, the Company has no subsidiaries. With respect to each business organization listed on Schedule 3.1(w) in which the Company and each other member of the NHL own interests (an "NHL Entity"), the Company's ownership of such interest in such NHL Entity is not subject to any agreements or understanding with the NHL and its Affiliates that are not generally applicable to all members of the NHL.

(x) Payroll and Deferred Compensation. As of the date of this Agreement, the Company's player services budget for the 2000-2001 season is as set forth on Schedule 3.1(x). All deferred compensation owed to current and former personnel is reflected on the Financial Statements or Schedule 3.1(x).

(y) Absence of Changes. Except as set forth on Schedule 3.1(y) hereto, since February 29, 2000, the Company has operated its business only in the ordinary course and there has not been any change in the business, assets, condition (financial or otherwise) or results of operations of the Company or any damage, destruction or loss (whether or not covered by insurance) to the assets of the Company, individually or in the aggregate, having a Material Adverse Effect.

3.2 Representations and Warranties of CBW/SK LP. CBW/SK LP represents and warrants to the Seller as follows:

(a) Organization. CBW/SK LP is a validly existing limited partnership in good standing under the laws of the State of Delaware. CBW/SK Inc. is a validly existing corporation in good standing under the laws of the State of Delaware. CBW/SK LP and CBW/SK Inc. each has all requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(b) Authorization. This Agreement, the Indemnity Agreement, the New Arena Note and the Building Note have been duly authorized by all necessary proceedings of,

this Agreement, the Indemnity Agreement and the New Arena Note have been, and if required to be delivered by each of CBW/SK LP and CBW/SK Inc. (to the extent it is a party), the Building Note will be, duly and validly executed and delivered by, and are or will be the valid and binding obligations of, each of CBW/SK LP and CBW/SK Inc. (to the extent it is a party), enforceable against it in accordance with its respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, or by legal or equitable principles, relating to or limiting creditors' rights generally and except that the remedy of specific performance and injunctive and other forms of equitable relief are subject to certain equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. The Guaranty, when executed and delivered by the Guarantor, will be the valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, or by legal or equitable principles, relating to or limiting creditors' rights generally.

(c) Non-Contravention; Consents. The execution and delivery of this Agreement and the other Operative Documents to be executed by the Buyer and the consummation of the transactions contemplated hereby by the Buyer do not and will not:

(i) violate any provision of the Buyer's organizational documents;

(ii) violate, or result with the passage of time in the violation of, any provision of or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any of the properties of the Buyer pursuant to any provision of any mortgage, lien, lease, agreement, permit, indenture, license, instrument, law, order, arbitration award, judgment or decree to which the Buyer is a party or by which it or any of its properties are bound; or

(iii) violate or conflict with any law, order, judgment or decree to which the Buyer is subject.

Except as provided in Schedule 3.2(c), no consent, authorization, order or approval of, or filing or registration with, any Person is required for or in connection with the execution, delivery and performance of this Agreement by the Buyer and the consummation by the Buyer of any of the transactions contemplated hereby.

(d) Brokers. No broker or finder has acted on behalf of the Buyer in connection with the transactions contemplated hereby, and no broker or finder is entitled to any commission or other fee in respect thereof based in any way upon agreements, arrangements or understandings made by, or to the Buyer's knowledge, on behalf of the Buyer.

(e) Investment Purpose. The Buyer is purchasing the Interest for its own account for investment and not with a view to the resale or distribution thereof.

(f) Reliance. Except for the representations and warranties made by NYSV in this Agreement, the Schedules hereto and the agreements and instruments executed or to be executed in connection herewith and the representations and warranties made by the Seller Guarantor in the Seller Guaranty, the Buyer has not relied upon any representations or warranties made by representatives of NYSV, NYI or the Company, including, without limitation, those made in any documents or materials distributed to the Buyer and its representatives.

(g) Accuracy of Information Furnished. To the best of Buyer's knowledge, no statement by the Buyer contained in this Agreement or in any Schedule hereto omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

3.3 Survival of Representations and Warranties. The right to make a claim for the breach of any General Warranty contained herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement until the General Warranty Expiration Date, except the inaccuracy of any representation or warranty arising out of the fraud or willful misconduct of NYSV or CBW/SK LP, which representation and warranty shall survive until sixty days following the expiration of the applicable statute of limitations, including extensions thereof. The right to make a claim for the breach of any Tax Warranty shall survive until the Tax Warranty Expiration Date. No action for indemnity may be brought after the applicable expiration date of a representation or warranty, provided that if there shall then be pending at such time any claim for indemnification asserted under Article VI (whether or not formal legal action shall have been commenced based upon such claim), such claim shall continue to be subject to indemnification in accordance with this Agreement notwithstanding the expiration of the representation or warranty.

ARTICLE IV

COVENANTS

4.1 Covenants of NYSV.

(a) Notification. NYSV shall give prompt notice to CBW/SK LP of (i) any notice of, or other communication received by the Seller or the Company subsequent to the date of this Agreement and prior to the Closing Date relating to, a default or to an event which, with notice or lapse of time or both would become a default, or which would cause any warranty or representation of NYSV to be untrue or misleading, in any material respect, under this Agreement, or under any material contract, agreement or instrument to which the Seller is a party, by which it or any of its properties is bound or to which it or any of its property is subject, (ii) any notice or other communication received by the Seller or the Company from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement, and (iii) any matter or event that has caused or is reasonably likely to cause a material adverse change in the business, operations, prospects, earnings, assets or condition (financial or otherwise) of the Company.

(b) Additional Financial Statements. Prior to the Closing Date, NYSV shall furnish to CBW/SK LP as soon as practicable for each successive monthly period ending after the date of this Agreement, an unaudited monthly balance sheet of the Company and the related statements of income and cash flow of the Company.

(c) Conduct of Business; Certain Covenants. From and after the execution and delivery of this Agreement and until the Closing Date, NYSV will cause the Company to conduct its business and operations in, and not take any action other than according to, the ordinary and usual course of business, and NYSV will cause the Company to use its best efforts in a manner consistent with its current practices to preserve intact its business, organization and relationships with its current officers, employees, agents, suppliers, licensors, licensees, distributors, clients, customers and others having business dealings with it, to the end that the goodwill and ongoing business of the Company shall be preserved in all material respects pending the Closing; provided that, so long as such actions are in the ordinary course of its business, nothing in this sentence shall prevent the Company from making any personnel changes involving players, coaches, scouts or other hockey department personnel. Except as expressly contemplated by the terms of this Agreement and without limiting the generality of the foregoing, prior to the Closing Date, NYSV will cause the Company not to, without the prior written consent of CBW/SK LP:

(i) acquire or agree to acquire (x) by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof, or (y) any assets that are material, individually or in the aggregate, to the Company;

(ii) admit any additional limited or general partners of the Company or grant any options or make any other agreements or arrangements with respect thereto;

(iii) sell, lease, license, mortgage or otherwise encumber or subject to any Lien or otherwise dispose of any of its properties or assets, except pursuant to any requirement of the NHL or in the ordinary course of business;

(iv) make any loans, advances or capital contributions to, or investments in, any other Person, incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its subsidiaries, guarantee any debt securities of another person, enter into any "keep well" or other agreement to maintain any financial statement condition of another person or enter into any arrangement having the economic effect of any of the foregoing, except for (x) borrowings by the Company under its existing lines of credit under the Credit Agreement and (y) new borrowings not in excess of \$5,000,000 in the aggregate upon terms and conditions that CBW/SK LP has consented to in writing (such consent not to be unreasonably withheld), or (ii) make any loans, advances or capital contributions to, or investments in, any other person, other than to the Company or any direct or indirect wholly owned subsidiary of the Company or pursuant to requirements of the NHL applicable to its member clubs generally;

(v) without the prior written consent of CBW/SK LP (which consent shall not be unreasonably withheld), make or agree to make any new capital expenditures in the aggregate in excess of \$50,000 over the unexpended budgeted amount for capital expenditures in the budget, dated April 4, 2000, heretofore delivered to CBW/SK LP;

(vi) except with respect to matters set forth in Schedule 4.1(c), make any Tax election or settle or compromise any Tax liability;

(vii) except with respect to matters set forth on Schedule 4.1(c)(vii) and except with respect to liabilities discharged solely for cash with no further obligations of the Company unless shown on the Closing Date Liabilities Statement, pay, discharge or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business or in accordance with their terms, of liabilities (x) reflected or reserved against in, or contemplated by, the most recent Financial Statements (or the notes thereto) of the Company, (y) otherwise disclosed in the schedules hereto or (z) incurred in the ordinary course of business, or waive the benefits of, or agree to modify in any manner, any confidentiality, standstill or similar agreement to which the Company or any of its subsidiaries is a party;

(viii) without the prior written consent of CBW/SK LP (which consent shall not be unreasonably withheld), amend or agree to amend any employment contracts (other than player contracts, contracts for other hockey department personnel including the head coach, general manager or similarly or higher ranked personnel and contracts for officers and other members of senior management of the Company) or change or agree to change any employee Benefit Plan (other than changes to Benefit Plans required by law or that would not increase the costs thereof to the Company and other than with respect to Benefit Plans administered by the NHL at the direction of the NHL);

(ix) enter into any agreement (other than player contracts and contracts for other hockey department personnel), other than in the ordinary course of business;

(x) enter into any transaction with an Affiliate of NYSV or the Company, or any of their respective officers, directors or executives, which is not cancelable upon notice of 90 days or less at no cost or penalty to the Company;

(xi) amend or agree to amend any of the organizational documents of the Company;

(xii) except as otherwise permitted elsewhere in this Section 4.1(c), amend or modify any of the contracts listed in Schedule 3.1(n) hereto, except to the extent that such amendment or modification is immaterial or is in the ordinary course of business;

(xiii) enter into any standard player's contract with a previously unsigned draft pick between July 1, 2000, and July 31, 2000;

(xiv) enter into or agree to enter into any new player contract or extend or agree to extend any existing player contract (other than, after consultation with CBW/SK LP, new player contracts or extensions of existing player contracts having terms of no greater than three years, with annual fixed payments per player not in excess of \$2 million and with no personal guarantees of payment);

(xv) make any material changes to the Company's accounting methods, other than changes in compliance with requirements of the NHL or which are intended to conform the Company's accounting methods to GAAP, as GAAP may be modified from time to time;

(xvi) make any amendments or changes or submit applications to amend or change any of the Company's existing permits and intellectual property rights, other than in the ordinary course of business;

(xvii) without the prior written consent of CBW/SK LP (which consent shall not be unreasonably withheld), except as otherwise permitted pursuant to Section 4.1(c)(vii) and except with respect to the Class B Interests, (x) relinquish, waive or release any material contractual or other right or claim, or (y) settle any action, suit, claim, investigation or other proceeding (other than immaterial actions, suits, claims or other proceedings);

(xviii) notwithstanding anything to the contrary set forth in this Agreement, (x) relinquish, waive or release any contractual right or other right or claim against or involving SMG, or (y) settle any action, suit, claim, investigation or other proceeding against or involving SMG;

(xix) enter into or amend any employment contracts with officers or other members of senior management of the Company or with the head coach, general manager or other similarly or higher ranked hockey department personnel; or

(xx) authorize any of, or agree or commit to take any of, the actions described in the foregoing subsections (i)-(xix) of this Section 4.1(c).

(d) Proposals Made to NYSV. Prior to the earlier of the Closing Date or the termination of this Agreement, NYSV will not, and NYSV will cause NYI and the Company not to, directly or indirectly, whether through any employees, representatives or otherwise, solicit or encourage any written proposals for, or continue or enter into negotiations for, or agree to, the acquisition of any equity interest in, or the sale of all or substantially all of the assets of, the Company, other than to the extent otherwise contemplated by this Agreement a transfer of equity interests among current beneficial owners of the Company.

(e) Commercially Reasonable Efforts; Further Assurances; Cooperation.

(i) Subject to the Seller's other obligations under this Agreement (including without limitation Section 4.1(c)), NYSV will use its commercially reasonable efforts, and cause the Company to use its commercially reasonable efforts, to satisfy each of the

conditions set forth in Section 5.1 hereof and do all such other and further acts as may be necessary in order for the Seller and the Company to take all such actions and make all such deliveries at or prior to the Closing as are required to be taken or delivered pursuant hereto.

(ii) NYSV will cooperate, and will cause the Company to cooperate, with the Buyer and use reasonable good faith efforts to obtain all consents set forth in Section 5.1(d) hereof of the Company.

(iii) From time to time after the Closing Date, the Seller will take such actions as the Buyer may reasonably request in order to assure the consummation of the transactions contemplated herein.

(iv) NYSV shall advise CBW/SK LP in writing within a reasonable time thereafter of (x) the occurrence of any matter or event that occurs that has had, or is reasonably likely to cause, a Material Adverse Effect or that is likely to cause any of NYSV's representations and warranties contained herein to be untrue or incorrect in any material respect at any time prior to the Closing Date or that may cause any of the conditions set forth in Sections 5.1 or 5.2 not being satisfied in a timely manner, or (y) any failure on the part of NYSV or NYI to comply in any material respect with any of its covenants contained herein; provided, however, that the giving of notice pursuant to this subsection shall not affect any remedy provided herein of either Buyer or Seller.

(v) Subject to Section 4.1(c)(xviii), the Seller shall use its commercially reasonable efforts to obtain the County/SMG Consent from the County of Nassau and SMG, which shall contain terms no less favorable to the Buyer and the Company than the terms of the waiver and consent obtained from the County of Nassau and SMG by the Seller in connection with the Seller's acquisition of the Company in 1998 were to the Seller and its principals.

(f) Access to the Company.

(i) NYSV shall ensure that the Buyer, its officers, counsel, advisors and other authorized representatives, upon reasonable notice and at all reasonable times, shall have full and free access to the properties, books, contracts, commitments and records of the Company. No review or investigation by Buyer shall affect any remedy of Buyer provided herein.

(ii) NYSV shall permit the Buyer, and any of its representatives, advisors or consultants, to have access during normal business hours to the Company's facilities at the Coliseum as well as to Company officers, employees and other personnel, provided such access does not unreasonably interfere with the conduct of the business;

(iii) The officers of the Company and NYSV shall furnish the Buyer with such additional financial and operating data and other information as to the business and properties of the Company as the Buyer shall from time to time reasonably request, including, without limitation, applications or statements to be made to any governmental or regulatory body in connection with the transactions contemplated by this Agreement;

(iv) NYSV shall furnish Buyer with any information concerning NHL matters, the Coliseum, the Credit Agreement and the Cable Contract which is in the possession of NYSV or the Company;

(v) NYSV shall furnish any additional information as the Buyer shall from time to time reasonably request.

(g) Other Actions. Except as required by applicable law, by rule, regulation or resolution of the NHL, or in order to comply with any legally binding contract or obligation, NYSV shall not take any action that would, or that could reasonably be expected to, result in (i) any of the representations and warranties of NYSV set forth in this Agreement that are qualified as to materiality becoming untrue, (ii) any of such representations and warranties that are not so qualified becoming untrue in any material respect, or (iii) a Material Adverse Effect, in any such case in order to prevent any of the conditions set forth in Sections 5.1 and 5.2 from being satisfied.

(h) Partnership Tax Returns. Seller shall be responsible for, and shall bear the costs associated with, the timely preparation and filing of all Tax returns, reports and forms relating to the Company with respect to any taxable year of the Company that ends on or before the date of the Closing. At least 10 business days prior to the date on which such Tax returns, reports and other forms must be filed, Seller shall provide Buyer with copies of all such Tax returns, reports and forms for Buyer's review and approval, which shall not be unreasonably delayed or withheld. Upon receipt of Buyer's approval, Seller shall ensure that all such Tax returns, reports and forms are timely and properly filed.

4.2 Covenants of the Buyer.

(a) Consents. The Buyer shall use all commercially reasonable efforts to obtain as soon as possible the NHL Consent and all other consents, approvals and authorizations of Governmental Entities and third parties necessary to consummate the transactions contemplated hereby and to fulfill the conditions to Closing set forth herein. Without limiting the generality of the foregoing, the Buyer and its principals shall enter into such guarantees and other agreements which are generally required of an acquiring party as a condition to obtaining the NHL's consent to an acquisition, and shall not refuse to enter into the Consent Agreement if it is substantially similar to consent agreements entered into by other parties that are not publicly-traded entities acquiring controlling interests in NHL clubs. Notwithstanding anything to the contrary set forth herein, Buyer and its principals shall not be required (x) to enter into any instrument relating to the County/SMG Consent unless the terms of any such instrument are no less favorable to the Buyer and its principals than the terms entered into by the Seller and its principals and the County of Nassau and SMG in connection with the Seller's acquisition of the Company in 1998 were to the Seller and its principals or (y) to take, agree to take, or agree to permit the Company to take, any of the actions described in Section 4.1(c)(xviii).

(b) Notice to NYSV. CBW/SK LP shall advise the Seller in writing within a reasonable time thereafter of (x) the occurrence of any matter or event that occurs that would, or

that could reasonably be expected to, result in any of CBW/SK LP's representations and warranties contained herein becoming untrue or incorrect in any material respect at any time prior to the Closing Date, or (y) any failure on the part of Buyer to comply in any material respect with any of its covenants contained herein; provided, however, that the giving of notice pursuant to this subsection shall not affect any remedy provided herein of either Buyer or the Seller.

(c) Commercially Reasonable Efforts; Further Assurances; Cooperation.

(i) The Buyer will use its commercially reasonable efforts to satisfy each of the conditions set forth in Section 5.2 hereof and do all such other and further acts as may be necessary in order for the Buyer to take all such actions and make all such deliveries at or prior to the Closing as are required to be taken or delivered pursuant hereto.

(ii) From time to time after the Closing Date, the Buyer will take such actions as the Seller may reasonably request in order to assure the consummation of the transactions contemplated herein.

(d) Releases in Respect of the Credit Agreement. The Buyer shall use its commercially reasonable efforts to secure the release of NYSV and its principals from all liability or potential liability to the Banks in respect of the Credit Agreement and the release and return to NYSV's principals of all letters of credit and other credit support provided by them in connection with the Credit Agreement, on or prior to the Closing.

(e) Releases in Respect of Labor Dispute Fund. The Buyer shall use its commercially reasonable efforts to obtain the return to NYSV and its principals of all funds, securities and letters of credit provided by any of them to the NHL in connection with the Labor Dispute Fund, and to cause NYSV and its principals to be released from all liability, including contingent liability, in connection with the Labor Dispute Fund, on or prior to the Closing.

(f) Releases in Respect of Other Guarantees. The Buyer shall use its commercially reasonable efforts to secure the release of Edward Milstein from all liability in respect of the guarantees of players' deferred compensation identified on Schedule 4.2(f) hereto, including, without limitation, if necessary, causing personal guarantees for the amounts of deferred compensation set forth on Schedule 4.2(f) to be delivered by the principals of Buyer to replace Edward Milstein's guarantees.

(g) Other Actions. Except as required by law, the Buyer shall not take any action that would, or that could reasonably be expected to, result in any of the representations and warranties of the Buyer becoming untrue in any material respect, in order to prevent any of the conditions set forth in Sections 5.1 and 5.2 from being satisfied.

(h) Partnership Tax Returns. Buyer agrees that following the Closing, it will cause the Company not to take any position on any tax return for any period in which NYSV was the holder of the Class A Interest and the Class B Holders were the holders of the Class B Interest (i) that is inconsistent with the treatment of the Class B Interest as equity as opposed to

debt, (ii) that allocates to the Class B Holders more partnership income on account of the Current Preferred Return or Deferred Preferred Return or Accrued Unpaid Deferred Return (as such terms are defined in the Partnership Agreement) than the cash actually distributed to the Class B Holders on account of such items, or (iii) that treats any portion of the purchase price paid to the Class B Holders in respect of their Class B Interest as a distribution of Current Preferred Return, Deferred Preferred Return or Accrued Unpaid Deferred Preferred Return.

(i) Without the prior written consent of the Class B Holders, Buyer will not amend Section 8.10 of the Partnership Agreement or terminate the rights of the Class B Holders thereunder. Buyer shall take such actions as may be reasonably necessary in order to cause the rights of the Class B Holders (as such rights may be modified with their written consent) to be binding on any Person who becomes a direct owner of the Franchise, and such Person's successors and assigns.

4.3 Governmental Filings. The Seller and the Buyer shall cooperate with each other in filing any necessary applications, reports or other documents with any Governmental Entity having jurisdiction with respect to this Agreement or the consummation of any transactions contemplated hereby, and in seeking necessary consultation with and prompt favorable action by any such agencies, authorities or bodies.

4.4 Publicity. The Seller and the Buyer will, and NYSV will cause the Company to, consult with each other before making any public announcements or disclosure with respect to this Agreement or the transactions contemplated hereby or the Buyer's plans with respect to the Company following the Closing, and any public announcements shall be made only at such time and in such manner as the Seller and the Buyer shall mutually agree, except that either party shall be free to make such public announcements or disclosure as it shall deem necessary to comply with applicable laws, based upon an opinion of counsel to such effect, provided that the disclosing party shall give prior notice to the other party of any such disclosure. Each of the Buyer and the Seller shall cause its Affiliates to comply with the provisions of this Section.

4.5 Tax Matters.

(a) Control of Tax Contests by NYSV. In the case of a Tax audit or similar administrative or judicial proceeding for a particular Tax period for which a Tax return was required to be filed which for that particular Tax period could not result in a proposed adjustment to or otherwise affect the Tax liability of any Person other than NYSV and the Class B Holders (taking into account Tax liabilities for periods other than the periods subject to such audit or proceeding and not barred by a statute of limitations), NYSV shall have the right to control the conduct of such audit or proceeding at its expense but only if (i) the issues underlying the proposed adjustment relate to periods ending on or before the Closing Date and such issues do not have the potential to recur within any period ending after the Closing Date and (ii) NYSV acknowledges in writing its liability under this Agreement to hold Buyer harmless against the full amount of any adjustment which may be made as a result of such audit or proceeding. Buyer may consult with NYSV in any Tax audit or similar administrative or judicial proceeding which NYSV controls pursuant to the preceding sentence and in the event that NYSV does not perfect its right to control an audit or proceeding that NYSV would otherwise be entitled to control (for

example, by failing to comply with clause (ii) of the preceding sentence), then Buyer may defend such audit or proceeding at NYSV's expense and in any manner that Buyer may deem appropriate, including, but not limited to, settling such audit or proceeding after giving written notice to NYSV setting forth the terms and conditions of such settlement.

(b) Control of Tax Contests by Buyer. In the case of a Tax audit or similar administrative or judicial proceeding that NYSV is not entitled to control pursuant to paragraph (a) above, Buyer shall have the right to control the conduct of such audit or proceeding. The expenses associated with an audit or proceeding controlled by Buyer pursuant to this paragraph (b) shall be borne (i) entirely by the Buyer if the proposed adjustments at issue relate solely to the Buyer and (ii) entirely by Buyer if the proposed adjustments at issue relate to both the Buyer and NYSV, unless NYSV requests and is afforded by Buyer the opportunity to participate in the defense thereof, in which event such expenses shall be borne pro-rata by Buyer and NYSV (based on the relative amount of potential Tax liabilities at issue with respect to each party).

(c) Cooperation and Exchange of Information. Buyer and Seller will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax return, amended return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes, and participating in or conducting any audit or other proceeding in respect of Taxes. Such cooperation shall include, but not be limited to, providing copies of relevant returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by Tax authorities. Buyer and Seller shall retain all returns, schedules and work papers, records and other documents relating to Tax matters of the Company for each taxable period until the later of (i) the expiration of the relevant statute of limitations with respect to each such taxable period (including any applicable extensions thereof) or (ii) 6 years following the due date (including extensions) for such returns. Any information obtained hereunder shall be kept confidential, except as may be otherwise necessary in connection with the filing of returns or claims for refunds or in conducting an audit or other proceeding.

ARTICLE V

CONDITIONS

5.1 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the transactions contemplated hereby is subject to the fulfillment, at or prior to the Closing, of each of the following conditions, which may be waived in whole or in part by the Buyer to the extent permitted by applicable law:

(a) Representations. The representations and warranties of NYSV contained in this Agreement (including the Schedules hereto) and in all certificates delivered in connection herewith shall be true and correct in all material respects, in each case as of the date when made and at and as of the Closing Date, with the same force and effect as if made at and as of the Closing Date (except for changes expressly contemplated or permitted by this Agreement); and the Seller shall have performed or complied in all material respects with each and every

agreement and covenant required by this Agreement to be performed by it at or prior to the Closing.

(b) No Material Adverse Effect. Except with respect to the effect of transactions entered into by the Company with the prior written consent of Buyer and transactions contemplated by this Agreement, there shall not have been any event, occurrence, effect, fact, circumstance or change in the business or assets of the Company that in the aggregate have had, or are reasonably likely to have, a Material Adverse Effect.

(c) No Governmental or Other Proceeding. No order of any Governmental Entity shall be in effect which restrains or prohibits the consummation of the transactions contemplated hereby.

(d) H-S-R Act. If applicable, all waiting periods under the H-S-R Act shall have expired or early termination shall have been granted.

(e) Consents. All authorizations, consents, approvals or exemptions of, or filings or registrations with, any Governmental Entity required for the consummation of the transactions contemplated hereby shall have been obtained or made, and there shall have been obtained the NHL Consent and the County/SMG Consent, all of which shall be in full force and effect on the Closing Date; provided, however, it shall not be a condition to the obligation of the Buyer if the NHL Consent cannot be obtained (i) because of the Buyer's inability to obtain financing in an amount sufficient to pay the Purchase Price and to repay the outstanding indebtedness under the Credit Agreement or because of the Buyer's inability to obtain such financing on terms that have been generally acceptable to the NHL for buyers that are not publicly-traded entities in connection with the transfer of controlling ownership interests of member clubs, or (ii) because of the refusal of the Buyer or its principals to agree to the terms of the proposed NHL Consent, including any terms requiring individual guarantees, if such terms are substantially similar to the terms of other consents generally obtained by the NHL in connection with the transfer of ownership of member clubs. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the letter agreement attached hereto as Exhibit E (or a substantially similar instrument) has been executed and delivered by SMG and, when executed and delivered by the County, will constitute the County/SMG Consent.

(f) No Litigation. Other than matters which have been disclosed in this Agreement, the schedules hereto, or in the Financial Statements, there shall be no action, suit, investigation or proceeding by any governmental authority or third party before any court, arbitrator, administrative agency or other governmental authority pending or threatened against or affecting the Company or any of its subsidiaries, any of their properties, revenues or assets, or this Agreement or any of the Operative Documents, which could reasonably be expected to have a Material Adverse Effect or which could reasonably be expected materially and adversely to affect (i) the value of the Interest or (ii) the Seller's or the Company's ability to perform its obligations under this Agreement or any of the Operative Documents.

(g) Class B Interest. On or prior to the Closing Date, NYI shall have acquired all right, title and interest in and to the Class B Interest; provided, that NYI shall not be required

to acquire or to convey to the Buyer the interest of the Class B Holders in the Building Note, as defined in the 1997 Agreement.

(h) Opinion of the Seller's Counsel. At the Closing, NYSV shall furnish to the Buyer an opinion, dated the Closing Date, of Jones, Day, Reavis & Pogue (or other counsel reasonably acceptable to Buyer), counsel for the Seller, in form and substance customary for transactions of this type and reasonably satisfactory to the Buyer and its counsel.

5.2 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the transactions contemplated hereby is subject to the fulfillment, at or prior to the Closing, of each of the following conditions, which may be waived in whole or in part by the Seller to the extent permitted by applicable law:

(a) Representations. The representations and warranties of CBW/SK LP contained in this Agreement shall be true and correct in all material respects, in each case as of the date when made and at and as of the Closing Date, with the same force and effect as if made at and as of the Closing Date (except for changes expressly contemplated or permitted by this Agreement); and the Buyer shall have performed or complied in all material respects with each and every agreement and covenant required by this Agreement to be performed by it at or prior to the Closing.

(b) No Governmental or Other Proceeding. No order of any Governmental Entity shall be in effect which restrains or prohibits the consummation of the transactions contemplated hereby.

(c) H-S-R Act. If applicable, all waiting periods under the H-S-R Act shall have expired or early termination shall have been granted.

(d) Consents. All authorizations, consents, approvals or exemptions of, or filings or registrations with, any Governmental Entity required for the consummation of the transactions contemplated hereby shall have been obtained, and there shall have been obtained the NHL Consent and the County/SMG Consent, all of which shall be in full force and effect on the Closing Date. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the letter agreement attached hereto as Exhibit E (or a substantially similar instrument) has been executed and delivered by SMG and, when executed and delivered by the County, will constitute the County/SMG Consent.

(e) Opinion of the Buyer's Counsel. At the Closing, CBW/SK LP shall furnish to the Seller an opinion, dated the Closing Date, of Covington & Burling, counsel for the Buyer, in form and substance customary for transactions of this type and reasonably satisfactory to the Seller and its counsel.

(f) Purchase Price. The Buyer shall have tendered the portion of the Purchase Price payable by the Buyer at the Closing in accordance with Section 2.2 hereof.

(g) Deposit Escrow Amount Release. The Escrow Agent shall have released the Deposit Escrow Amount to the Seller (together with all interest earned thereon).

ARTICLE VI

INDEMNIFICATION AND CLAIMS

6.1 Indemnification by NYSV.

(a) NYSV shall indemnify and hold harmless the Buyer and the Company from, against and in respect of, all Damages incurred by the Buyer or the Company (all such amounts being hereinafter sometimes referred to as the "Buyer's Damages") caused by, relating to, or arising out of (i) any misrepresentation or breach of any representation or warranty made by NYSV in this Agreement or any Schedule hereto or in any statement, certificate or other document furnished by NYSV or NYI pursuant to this Agreement, or (ii) the nonperformance or breach of any covenant, agreement or obligation of NYSV or NYI contained in this Agreement.

(b) Except with respect to claims for indemnification relating to or arising out of Section 2.2(b) or 4.5 ("Excluded Claims"), the Buyer shall make no claims for indemnification under the preceding paragraph unless and until the aggregate amount of all Buyer's Damages exceeds \$1,000,000.00 (exclusive of Buyer's Damages for the Excluded Claims) (at which time Buyer shall be entitled to collect the full amount of all such Buyer's Damages). The total indemnification to be paid by NYSV pursuant to subsection 6.1(a) of this Agreement (other than, and not counting, payments in connection with Excluded Claims) shall not exceed \$42,500,000.00, subject to adjustment on a dollar-for-dollar basis by any payments made pursuant to Section 2.2(b); provided that, to the extent that any Buyer's Damages are incurred as a result of fraud or willful misconduct, the claims for indemnification for such Buyer's Damages shall not be subject to the limit set forth in this sentence.

(c) Except in the case of a breach by Seller of any covenant contained herein, the Buyer shall not be entitled to indemnification with respect to any matter as to which the Buyer shall have received notice pursuant to subsection 4.1(e)(iv), as to which matters the sole remedy, if any, shall be to terminate this Agreement pursuant to Section 7.1, without the right to claim damages under Section 7.2 or otherwise.

6.2 Indemnification by the Buyer. The Buyer shall indemnify and hold harmless the Seller from, against and in respect of, all Damages incurred by the Seller (all such amounts being hereinafter sometimes referred to as "Seller's Damages") caused by, relating to or arising out of (i) any misrepresentation or breach of any representation or warranty made by the Buyer in this Agreement or any Schedule hereto or in any statement, certificate or other documents furnished by the Buyer pursuant to this Agreement, or (ii) the nonperformance or breach of any covenant, agreement or obligation of the Buyer.

6.3 Tax Cost or Benefit; Insurance Proceeds. The Buyer and NYSV agree to treat all payments under the indemnity provisions of this Agreement as adjustments to the Purchase Price for Tax purposes. The amount of any Tax cost (federal, state, local or foreign) incurred by a

party hereto as a result of the receipt or accrual of any indemnity payment hereunder shall increase the amount to be paid to such indemnified party (so that on an after-Tax basis the party receiving such indemnity payment will receive the same amount that such party would have received in the absence of any Tax costs), and the amount of any Tax benefit (federal, state, local or foreign) realized by a party hereto as a result of the event giving rise to such indemnification and any insurance proceeds payable to the indemnified party in connection with such event shall be deducted from the amount payable to such indemnified party, pursuant to this Article VI. For purposes of this Section 6.3, an increase or decrease in Taxes imposed on a holder of a direct or indirect equity interest in an indemnified party hereto will be treated as a Tax cost or Tax benefit, as the case may be, of the indemnified party, and a Tax benefit from an indemnification event shall be realized only to the extent of an actual reduction of Taxes or increase in Tax refund over the amount of such Taxes or Tax refund in the absence of the indemnification event.

6.4 Notice of Claims. (a) A party seeking indemnification hereunder shall promptly notify the other party or parties from whom indemnification is being sought within a reasonable period of time after becoming aware of any event or circumstance which might give rise to a claim for indemnification hereunder, and shall provide all information and documents within its possession or control reasonably necessary to support its claim for indemnification. The party seeking indemnification shall provide, and in the case of the Buyer shall cause the Company to provide, reasonable access during normal business hours to all books and records in the control or possession of the party seeking indemnification which the indemnifying party shall determine to be related to the claim for indemnification. The failure of a party seeking indemnification hereunder to give notification hereunder on a timely basis shall not affect the indemnification hereunder except to the extent the indemnifying party shall have been materially prejudiced as a result of such failure.

(b) If any legal proceedings are instituted or any claim or demand is asserted by any third party in respect of which a party may seek indemnification pursuant to the provisions of this Article VI, such party seeking indemnification shall promptly cause written notice of the assertion of any such claim to be made to the party from whom indemnification is sought. If the party from whom indemnification is sought acknowledges responsibility for Damages associated with any such proceedings, claim or demand, then such party shall have the right, at such party's option and expense, to control the defense, negotiation or settlement of any such claim, and in such case, the party seeking indemnification shall have the right to consult in (but not control) such defense, negotiation or settlement; provided, however, that the indemnifying party may not agree to any compromise, settlement or consent to entry to judgment or otherwise impose any obligation on the party seeking indemnification without the prior written consent of the party seeking indemnification (not to be unreasonably withheld) unless the sole relief is monetary damages that are paid in full by the indemnifying party or are otherwise satisfied. Upon the payment of any claim for indemnity, the indemnifying party shall be subrogated to all rights and remedies of the party seeking indemnification against any third person. If the indemnifying party does not so elect to defend any such third party claim, the party seeking indemnification shall have the right but not the obligation to do so (and any failure by the party seeking indemnification to defend any such claim shall not prejudice such party's right to indemnification pursuant to this Article VI), and in such case, the indemnifying party shall have the right to consult in (but not control) such defense, negotiation or settlement.

6.5 Exclusive Remedy. From and after the Closing, except in the case of fraud or willful misconduct by a party hereto, the indemnification provided in this Article VI shall be the exclusive remedy of a party hereto with respect to any matter involving a breach of representation or warranty or otherwise subject to indemnification hereunder.

ARTICLE VII

TERMINATION AND REMEDIES FOR BREACH OF THIS AGREEMENT

7.1 Termination for Failure to Close on Time. If the Closing has not occurred, this Agreement may be terminated upon two (2) days' written notice (i) by CBW/SK LP, on the one hand, or NYSV, on the other hand, at any time after the Termination Date, or (ii) by the mutual agreement of CBW/SK LP and NYSV at any time. In the event of such termination, this Agreement shall be abandoned without any liability or further obligation to any other party to this Agreement unless otherwise expressly stated herein. This Section 7.1 shall not apply in the event of the failure of the transactions contemplated by this Agreement to be consummated as a result of (x) a refusal by a party to close notwithstanding the satisfaction of all conditions to the obligations of such party to close, or (y) the breach by the Seller or the Buyer of a representation, warranty or covenant contained in this Agreement, in which event the provisions of Section 7.2 hereof shall apply. In the case of a termination of this Agreement pursuant to this Section 7.1, the parties shall direct the Escrow Agent to return the Deposit Escrow Amount and all interest accrued thereon to the Buyer.

7.2 Default Remedies. This Section shall apply in the event that (i) a party refuses to consummate the transactions contemplated by this Agreement at the time provided in Section 2.3, notwithstanding that all conditions to such party's obligations to close have been satisfied (which refusal shall be deemed to constitute a breach of this Agreement by such party) or (ii) there is a default under, or breach of any representation, warranty or covenant of, this Agreement on the part of a party that results in the failure to consummate the transactions contemplated hereby by July 31, 2000 (a party described in either clause (i) or (ii) is referred to herein as the "Defaulting Party"). In such event, the party which is not the Defaulting Party (the "non-Defaulting Party") may elect to terminate this Agreement pursuant to this Section 7.2 or seek and obtain specific performance pursuant to Section 7.3 and in either case shall be entitled to seek and obtain money damages from the Defaulting Party plus its costs and reasonable attorneys' fees in connection with the pursuit of its remedies hereunder. In the case of a termination of this Agreement to which this Section 7.2 applies, the Escrow Agent shall retain the Deposit Escrow Amount and all interest accrued thereon until directed as to the disposition thereof by either a writing signed by both the Buyer and the Seller, or an order of a court of competent jurisdiction.

7.3 Specific Performance. In the event that any party shall fail or refuse to consummate the transactions contemplated by this Agreement or if any default under, or breach of any representation, warranty or covenant of, this Agreement on the part of any party shall have occurred that results in the failure to consummate the transactions contemplated hereby, then in addition to the other remedies provided in this Article VII, the non-Defaulting Party shall be entitled to obtain an order of specific performance thereof against the Defaulting Party from a

court of competent jurisdiction, provided that it file such a request with such court within forty-five (45) days after the later of (x) July 31, 2000, or (y) the date it becomes aware of such failure, refusal, default or breach. In addition, the non-Defaulting Party shall be entitled to obtain from the Defaulting Party costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder. As a condition to seeking specific performance hereunder, the Buyer shall not be required to tender the Purchase Price but shall be ready, willing and able to do so.

ARTICLE VIII

MISCELLANEOUS

8.1 Payment of Expenses. Except as otherwise provided in this Agreement, whether or not the transactions contemplated by this Agreement shall be consummated, the Seller shall pay all of its and the Company's expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby, and the Buyer shall pay all of its expenses incident to preparing for, entering into and carrying out this Agreement and the consummation of the transactions contemplated hereby. NYSV shall be liable for and shall hold Buyer harmless against any real or intangible property transfer or gains, sales, use, value added and stamp taxes, if any, and any similar taxes that become payable in connection with the transactions contemplated by this Agreement.

8.2 Modifications, Waivers, Amendment. The parties may, only by mutual written agreement, make any modification, waiver or amendment of this Agreement.

8.3 Assignment. Neither the Seller nor the Buyer shall have the authority to assign its respective rights or obligations under this Agreement without the prior written consent of the other party hereto, and any such purported assignment without such consent shall be null and void.

8.4 Burden and Benefit.

(a) This Agreement shall be binding upon and, to the extent permitted in this Agreement, shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(b) It is the intent of the parties hereto that no third-party beneficiary rights be created or deemed to exist in favor of any person not a party to this Agreement, unless otherwise expressly agreed in writing by the parties.

8.5 Entire Agreement. This Agreement and the Schedules and Exhibits and other instruments hereto or referred to herein contain the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements with respect thereto, whether written or oral.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to such jurisdiction's principles of conflicts of laws.

8.7 Notices. Any notice, request, instruction or other document to be given hereunder by a party shall be in writing and delivered personally or by confirmed facsimile transmission or overnight courier service, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Seller:

c/o New York Sports Ventures, LLC
575 Madison Avenue
Third Floor
New York, New York 10022
Attention: Howard Milstein
Facsimile: 212-350-2333

with a copy to:

David Seldin
575 Madison Avenue
Third Floor
New York, New York 10022
Facsimile: 212-350-2392

If to the Buyer:

c/o Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, New York 11749
Attention: Charles B. Wang
Facsimile: 631-342-3300

with a copy to:

Covington & Burling
1330 Avenue of the Americas
New York, New York 10019
Attention: Scott Smith
Facsimile: 212-841-1010

and to:

Mendelsohn Kary Bell & Natoli LLP
1633 Broadway
New York, New York 10019
Attention: Robert T. Bell
Facsimile: 212-246-3222

or to such other persons or addresses as may be designated in writing by the party to receive such notice. Any notice given as provided in this Section shall be effective as of the date of delivery or, if mailed as aforesaid, five days after the date of mailing.

8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

8.9 Rights Cumulative. All rights, powers and privileges conferred hereunder upon the parties, unless otherwise provided, shall be cumulative and shall not be restricted to those given by law. Failure to exercise any power given any party hereunder or to insist upon strict compliance by any other party shall not constitute a waiver of any party's right to demand exact compliance with the terms hereof.

8.10 Severability of Provisions. The parties agree that (i) the provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, (ii) such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable and (iii) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

8.11 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof ("Dispute") (other than as contemplated by Section 2.2(b) and other than an action for specific performance as contemplated by Section 7.3), shall be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, as modified herein (the "Rules"). The place of arbitration shall be New York, New York. There shall be three arbitrators, of whom the Seller shall appoint one and the Buyer shall appoint one within 20 days of the receipt by the respondent of the demand for arbitration. The two arbitrators so appointed shall select a third arbitrator, who shall act as chair of the arbitral tribunal, within 20 days of the appointment of the second arbitrator. If any arbitrator is not selected within the time provided herein, such arbitrator shall be selected by the AAA from its panel of arbitrators for large, complex cases, in accordance with the Rules. The parties shall be entitled to conduct reasonable pre-hearing discovery, including taking depositions of a reasonable number of witnesses. The hearing shall be held, unless impracticable, within six months of the appointment of the third arbitrator. The arbitrators shall render a decision in writing within 60 days of the conclusion of the arbitration hearing. The fees and expenses of the arbitrators shall be borne equally by the parties; provided, however, that, notwithstanding the foregoing, the arbitrators

shall award to the prevailing party an amount equal to its reasonable fees and expenses of counsel and expert witness fees and expenses. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 *et seq.* By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a court, the arbitrators shall have full authority to modify or vacate any provisional relief granted by any court or to grant provisional remedies and to award damages for the failure of any party to respect the arbitrators' orders to that effect. Any award rendered hereunder shall be final and binding on the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

8.12 Estimates and Projections. In connection with Buyer's examination of the business of the Company, Buyer has received from or on behalf of the Seller certain estimates and projections, including estimates of the financial requirements and operating results of the Company for the fiscal years ending June 30, 2000, and June 30, 2001, and information relating to subsequent periods. The Buyer acknowledges that it is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts). Accordingly, the Seller makes no representation or warranty with respect to such estimates, projections and other forecasts and plans, other than that Seller has no reason to believe that, as of the date hereof, the assumptions upon which such estimates, projections and other forecasts for the fiscal year ending June 30, 2001 were based are unreasonable.

8.13 Headings. The headings of the Articles and Sections of this Agreement and in the Exhibits and the Schedules to this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof.


8.14 Knowledge. All representations and warranties in this Agreement limited "to the knowledge of the Seller," "to the knowledge of NYSV" or that are similarly limited shall be deemed to include the knowledge of Howard Milstein, Edward Milstein, Steven Gluckstern, David Seldin, John Sanders, William Skehan and Arthur McCarthy.

8.15 Joint and Several Obligations. All agreements, covenants and other obligations of the Buyer hereunder shall be joint and several obligations of CBW/SK LP and CBW/SK Inc. All agreements, covenants and other obligations of the Seller hereunder shall be joint and several obligations of NYSV and NYI.


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

CBW/SK SPORTS VENTURES, LP

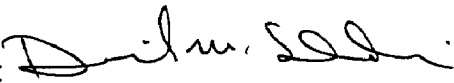
By: CBW/SK SPORTS VENTURES III, INC.,
its General Partner

By: 
Name: CHARLES P. MCWADE
Title: VP

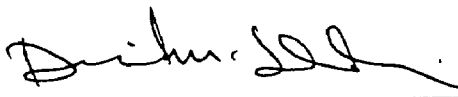
CBW/SK SPORTS VENTURES II, INC.

By: 
Name: Charles P. McWade
Title: VP

NEW YORK SPORTS VENTURES, LLC

By: 
Name: David M. Seldin
Title: President

NYIsles, LLC

By: 
Name: David M. Seldin
Title: President

GUARANTY

This **GUARANTY** ("Guaranty"), dated as of _____, 2000, is made by **Charles B. Wang** (the "Guarantor"), in favor of **New York Sports Ventures, LLC**, a Delaware limited liability company ("NYSV"), **Steven M. Gluckstern** ("Gluckstern"), **NYIce Partners**, a New York general partnership ("NYIce"), **Howard P. Milstein** ("HMilstein"), **Edward L. Milstein** ("EMilstein"), **Daniel L. Doctoroff** ("Doctoroff"), and **Stephen M. Ross** ("Ross" and, collectively with NYSV, Gluckstern, NYIce, HMilstein, EMilstein, and Doctoroff, the "Beneficiaries" and, individually, each a "Beneficiary").

Background

- A. NYSV, NYIsles, LLC, a Delaware limited liability company ("NYI"), and CBW/SK Sports Ventures, LP, a Delaware limited partnership ("CBW/SK LP"), and CBW/SK Sports Ventures II, Inc., a Delaware corporation ("CBW/SK Inc." and, together with CBW/SK LP, the "Buyer"), are parties to that certain Purchase and Sale Agreement (the "Purchase Agreement"), dated as of April 25, 2000, pursuant to which the Buyer is, among other things, purchasing from NYSV all of the Interests in the New York Islanders Hockey Club, L.P., a New York limited partnership (the "Company"), which Company holds a franchise in the National Hockey League to operate the New York Islanders hockey team.
- B. The Guarantor acknowledges that this Guaranty forms an integral part of the consideration under the Purchase Agreement and, without this Guaranty, NYSV and NYI would not have entered into the Purchase Agreement and the Beneficiaries would not have authorized the transactions contemplated by the Purchase Agreement.
- C. The execution and delivery of this Guaranty is a condition precedent to NYSV's and NYI's obligation to consummate the transactions contemplated under the Purchase Agreement.

Agreement

1. Definitions. Terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.
2. Guaranty of Payment and Performance.
 - (a) The Guarantor, for the benefit of the Beneficiaries (individually and collectively), guarantees the full and prompt payment, when due, of all amounts due to the Beneficiaries or any of them pursuant to or in respect of the following (collectively, the "Guaranteed Obligations"):

- (i) the indemnification obligations of the Buyer pursuant to the Indemnity Agreement; and
 - (iii) the indemnification obligations of the Buyer pursuant to Article VI of the Purchase Agreement.
- (b) This is an absolute, unconditional, irrevocable, unlimited, and continuing guaranty of the Guaranteed Obligations. This Guaranty will remain in full force and effect and will be binding upon the Guarantor so long as any of the Guaranteed Obligations are outstanding (regardless of whether there was any period of time when no Guaranteed Obligation was outstanding). The liability of the Guarantor will be effective immediately and will be payable upon demand of any Beneficiary. This is a guaranty of payment and not only of collection, and recovery may be had from the Guarantor in all cases without first making, pursuing, or exhausting any demand, claim, or remedy against the Buyer or any other person or entity whatsoever or against any collateral, if any, for the Guaranteed Obligations or any other property, and despite any alleged or actual invalidity or unenforceability of any Guaranteed Obligation or of any instrument, writing, or arrangement relating to any of the Guaranteed Obligations. The Beneficiaries have no duty to collect or protect any collateral, if any, or any income thereon, nor to preserve any rights against any other parties with respect to the Guaranteed Obligations.
3. Guarantor Agreement to Pay. The Guarantor further agrees, as principal obligor and not as guarantor only, to pay to the Beneficiaries, on demand, all reasonable costs and expenses (including, without limitation, court costs and legal expenses) incurred or expended by the Beneficiaries in connection with the Guaranteed Obligations, this Guaranty, and the enforcement thereof.
4. Waivers by Guarantor. The Guarantor waives notice of acceptance of this Guaranty, demand of payment, presentment of this or any instrument, notice of dishonor, protest and notice of protest or other action taken in reliance hereon, and all other demands and notices of any description in connection with this Guaranty. The Guarantor further waives all defenses which may be available by virtue of any valuation, stay, moratorium law, or other similar law now or hereafter in effect, any right to require the marshaling of assets, and all suretyship defenses generally. The Guarantor waives his right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Guaranty, any rights or obligations hereunder, and the performance of such rights and obligations.
5. Continuity of Guaranteed Obligations; Bankruptcy or Insolvency. If all or any part of any payment applied to any of the Guaranteed Obligations is or must be recovered, rescinded, or returned to the Guarantor for any reason whatsoever (including, without limitation, bankruptcy or insolvency of any party), such Guaranteed Obligations will be deemed to have continued in existence and this Guaranty will continue in effect as to

such Guaranteed Obligations, all as though such payment had not been made. Upon the bankruptcy, insolvency, or dissolution of, or the commencement of any case or proceeding under any bankruptcy, insolvency, or similar law in respect of, the Buyer, the Guarantor will forthwith pay and perform in full all outstanding Guaranteed Obligations, including any that would not otherwise then be due and payable.

6. Freedom to Act. This Guaranty will remain in full force and effect despite, and the liability of the Guarantor with respect to any of the Guaranteed Obligations will not be terminated by, and the Guarantor assents to:
- (a) any amendment or other change in any of the Guaranteed Obligations;
 - (b) any extension or postponement of the time of payment of the Guaranteed Obligations;
 - (c) any forbearance, delays, waivers, or compromises with respect to the Guaranteed Obligations;
 - (d) any other indulgence, modification, waiver, or amendment of the terms of any agreement relating to the Guaranteed Obligations;
 - (e) any substitution, exchange, or release of any collateral, if any, securing the Guaranteed Obligations; and
 - (f) any other action or omission whatsoever of any person or entity;

in each case, whether with or without any notice to the Guarantor (any right to notice or to consent being expressly waived), and any and all of the foregoing will be binding on the Guarantor.

7. Entire Agreement. This Guaranty, together with the Indemnity Agreement and the Purchase Agreement, sets forth the parties' final and entire agreement with respect to the matters set forth in this Guaranty and supersedes any and all prior agreements, understandings, and documents with respect to the subject matter hereof. The Guarantor further specifically acknowledges, confirms, and agrees that the obligations contained in this Guaranty will be in addition to any and all obligations of the Guarantor and of any entity controlled or affiliated with the Guarantor, and to any and all rights the Beneficiaries may otherwise have, under the Indemnity Agreement, the Purchase Agreement or applicable law, regardless of whether such obligations and/or rights set forth therein are or may be duplicative of those contained herein, and notwithstanding the presence of any merger or similar clause contained therein. More particularly, but without limiting the generality of the foregoing, this Guaranty is not intended to and will not be deemed or interpreted to be a limitation on or modification of the Beneficiaries' rights, or of the Buyer's obligations, under the Indemnity Agreement, the Purchase Agreement or applicable law.

8. Notices. Any notice, request, instruction, or other document to be given under this Guaranty by a party will be in writing and delivered personally or by confirmed facsimile transmission or overnight courier service, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Guarantor, to: c/o Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, New York 11749
Attention: Charles B. Wang
Facsimile: 631-342-3300

With copies to: Covington & Burling
1330 Avenue of the Americas
New York, New York 10019
Attention: Scott Smith
Facsimile: 212-841-1010

Mendelsohn Kary Bell & Natoli LLP
1633 Broadway
New York, New York 10019
Attention: Robert T. Bell
Facsimile: 212-246-3222

If to the Beneficiaries, to: c/o New York Sports Ventures, LLC
575 Madison Avenue
Third Floor
New York, New York 10022
Attention: Howard Milstein
Facsimile: 212-350-2333

With copies to: David Seldin
575 Madison Avenue
Third Floor
New York, New York 10022
Facsimile: 212-350-2392

Jones, Day, Reavis & Pogue
599 Lexington Avenue
32nd Floor
New York, New York 10022
Attention: Robert A. Profusek or John J. Hyland
Facsimile: 212-755-7306

or to such other persons or addresses as may be designated in writing by the party to receive such notice. Any notice given as provided in this Section will be effective as of the date of delivery or, if mailed as aforesaid, five days after the date of mailing.

9. Amendments. No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom will be effective unless the same shall be in writing and signed by the Beneficiaries and the Guarantor.
10. No Waiver. No delay or omission on any party's part in exercising any rights hereunder will operate as a waiver of such rights or any other rights, and no waiver of any right on any one occasion will result in a waiver of such right on any future occasion or of any other rights; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
11. Successors and Assigns. This Guaranty shall be binding upon the Guarantor, his successors and assigns, and will inure to the benefit of and be enforceable by the Beneficiaries and each of their respective successors and assigns; provided, however, that the Guarantor may not assign any part of this Guaranty without the prior written consent of the Beneficiaries and any attempted assignment of this Guaranty in violation of this provision will be void.
12. Governing Law. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of New York without reference to its conflict of laws provisions.
13. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Guaranty, or the breach or validity thereof (each, a "Dispute"), will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, as modified herein (the "Rules"). The place of arbitration will be New York, New York. There will be three arbitrators, of whom the Guarantor will appoint one and the Beneficiaries will appoint one within 20 days of the receipt by the respondent of the demand for arbitration. The two arbitrators so appointed will select a third arbitrator, who will act as chair of the arbitral tribunal, within 20 days of the appointment of the second arbitrator. If any arbitrator is not selected within the time provided herein, such arbitrator will be selected by the AAA from its panel of arbitrators for large, complex cases, in accordance with the Rules. The parties will be entitled to conduct reasonable pre-hearing discovery (including, without limitation, taking depositions of a reasonable number of witnesses). The hearing will be held, unless impracticable, within six months of the appointment of the third arbitrator. The arbitrators will render a decision in writing within 60 days of the conclusion of the arbitration hearing. The fees and expenses of the arbitrators will be borne equally by the parties; provided, however, that, notwithstanding the foregoing, the arbitrators will award to the prevailing party an amount equal to its reasonable fees and expenses of counsel and expert witness fees and expenses. Any arbitration proceedings, decision, or award rendered hereunder and the validity, effect, and interpretation of this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq.

By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a court, the arbitrators will have full authority to modify or vacate any provisional relief granted by any court or to grant provisional remedies and to award damages for the failure of any party to respect the arbitrators' orders to that effect. Any award rendered hereunder will be final and binding on the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

14. Miscellaneous. The unenforceability of any one clause or provision shall not affect any other clause or provision of this Guaranty.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Guaranty as of the date first above written.

Charles B. Wang, individually

EXHIBIT B
TO THE PURCHASE AND SALE AGREEMENT

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT ("Agreement"), dated as of _____, 2000, among **CBW/SK Sports Ventures, LP**, a Delaware limited partnership ("CBW/SK LP") and **CBW/SK Sports Ventures II, Inc.**, a Delaware corporation ("CBW/SK Inc." and, together with CBW/SK LP, individually an "Indemnitor" and collectively, the "Indemnitors"), **New York Sports Ventures, LLC**, a Delaware limited liability company ("NYSV"), **Steven M. Gluckstern** ("Gluckstern"), **NYIce Partners**, a New York general partnership ("NYIce"), **Howard P. Milstein** ("HMilstein"), **Edward L. Milstein** ("EMilstein"), **Daniel L. Doctoroff** ("Doctoroff"), and **Stephen M. Ross** ("Ross", and collectively with NYSV, Gluckstern, NYIce, HMilstein, EMilstein, and Doctoroff, the "Indemnitees"), and NYSV, as representative of the Indemnitees (in such capacity, the "Indemnitee Representative"). Capitalized terms used in this Agreement but not defined in this Agreement have the meanings given to them in the Purchase Agreement (as defined below).

Background

- A. The Indemnitors, NYSV and NYIsles, LLC, a Delaware limited liability company ("NYI"), are parties to that certain Purchase and Sale Agreement (the "Purchase Agreement"), dated as of April 25, 2000, pursuant to which the Indemnitors are, among other things, purchasing from NYSV and NYI all of the Interest in the New York Islanders Hockey Club, L.P., a New York limited partnership (the "Company"), which Company holds a franchise in the National Hockey League (the "NHL") to operate the New York Islanders hockey team.
- B. The Indemnitors and the Indemnitees acknowledge that this Agreement forms an integral part of the consideration under the Purchase Agreement and, without this Agreement, neither NYSV nor NYI would have entered into the Purchase Agreement.
- C. The execution and delivery of this Agreement is a condition precedent to NYSV's and NYI's obligations to consummate the transactions contemplated under the Purchase Agreement.

Agreement

In consideration of the mutual promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Indemnitors and the Indemnitees agree as follows:

1. Indemnity Obligations of the Indemnitors.

- (a) The Indemnitors agree to indemnify and hold harmless each and all of the Indemnitees at all times from and after the Closing Date against and in respect of any Damages incurred by any or all of the Indemnitees, arising out of, relating to or caused by:
- (i) liabilities to the NHL, as a result of the failure of any of the Indemnitors or their principals to perform any of their respective obligations under the Consent Agreement and any related guaranties;
 - (ii) liabilities to the NHL, arising after the Closing, pursuant to Section 7 of the consent agreement, dated as of February 26, 1998, by and among the NHL, the Current Owners (as defined therein) and the Indemnitees, and the guaranty, dated as of February 26, 1998, by the Indemnitees in favor of the NHL;
 - (iii) liabilities to the NHL, arising after the Closing, related to the Labor Dispute Fund; and
 - (iv) liabilities to any Company players with respect to claims made after the Closing, under guaranties of deferred signing bonuses or salary executed by Edward Milstein, which players and the total amounts guaranteed for each such player are set forth on Schedule 4.2(f) to the Purchase Agreement.
- (b) Each Indemnitee agrees that promptly upon receipt by it of notice of any demand, assertion, claim, action, or proceeding, judicial or otherwise with respect to any Damages (each, a "Claim"), the Indemnitee will give prompt notice of such Claim in writing to the Indemnitor, together with a statement of such information respecting such Claim as the Indemnitee may then have, and will give a copy of such notice and statement to the Indemnitee Representative; provided, however, that the Indemnitor will not be relieved of liability under this Agreement for failure by the Indemnitees to give prompt written notice of a Claim, unless the Indemnitors are prejudiced by such failure, in which case the Indemnitors will not be liable for any Damages with respect to such Claim to the extent so prejudiced.
- (c) If any legal proceedings are instituted, any claim or demand is asserted or any action in respect of any collateral is taken by any third party in respect of which an Indemnitee may seek indemnification pursuant to the provisions of this Indemnity Agreement, such Indemnitee shall promptly cause written notice of the assertion of any such claim to be made to the Indemnitors. If the Indemnitors acknowledge responsibility for Damages associated with any such proceedings, claim, demand or action, then the Indemnitors shall have the right, at the Indemnitors' option and expense, to control the defense, negotiation or settlement of any such claim, and in such case, the Indemnitee seeking indemnification shall

have the right to consult in (but not control) such defense, negotiation or settlement; provided, however, that the Indemnitors may not agree to any compromise, settlement or consent to entry to judgment or otherwise impose any obligation on an Indemnitee without the prior written consent of such Indemnitee (not to be unreasonably withheld) unless the sole relief is monetary damages that are paid in full by the Indemnitors or are otherwise satisfied. Upon the payment of any claim for indemnity, the Indemnitors shall be subrogated to all rights and remedies of the Indemnitee against any third person. If the Indemnitors do not so elect to defend any such third party claim, the Indemnitee seeking indemnification shall have the right but not the obligation to do so (and any failure by Indemnitee to defend any such claim shall not prejudice such Indemnitee's right to indemnification pursuant to this Section 1), and in such case, the Indemnitors shall have the right to consult in (but not control) such defense, negotiation or settlement.

- (d) The Indemnitors and the Indemnitees agree to provide each other with reasonable access during normal business hours to all books and records in the control or possession of the Indemnitors or the Indemnitees, as the case may be, with respect to any Claim.

2. Remedies in General. Except as otherwise expressly set forth herein, no delay or omission on the part of any party in exercising any right or remedy will operate as a waiver of said right or remedy or any other right or remedy. A waiver on any one occasion will not be construed as a bar to or a waiver of any right on any future occasion. Every right and remedy of a party will be cumulative and in addition to every other right and remedy expressed in this Agreement, the Purchase Agreement, or otherwise applicable thereto, and may be exercised singularly or concurrently.
3. Notices. Any notice, request, instruction, or other document to be given under this Agreement by a party will be in writing and delivered personally or by confirmed facsimile transmission or overnight courier service, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Indemnitors, to: c/o Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, New York 11749
Attention: Charles B. Wang
Facsimile: 631-342-3300

With copies to: Covington & Burling
1330 Avenue of the Americas
New York, New York 10019
Attention: Scott Smith
Facsimile: 212-841-1010

Mendelsohn Kary Bell & Natoli LLP
1633 Broadway
New York, New York 10019
Attention: Robert T. Bell
Facsimile: 212-246-3222

If to the Indemnitees, to: c/o New York Sports Ventures, LLC
575 Madison Avenue
Third Floor
New York, New York 10022
Attention: Howard Milstein
Facsimile: 212-350-2333

With copies to: David Seldin
575 Madison Avenue
Third Floor
New York, New York 10022
Facsimile: 212-350-2392

Jones, Day, Reavis & Pogue
599 Lexington Avenue
32nd Floor
New York, New York 10022
Attention: Robert A. Profusek or John J. Hyland
Facsimile: 212-755-7306

or to such other persons or addresses as may be designated in writing by the party to receive such notice. Any notice given as provided in this Section will be effective as of the date of delivery or, if mailed as aforesaid, five days after the date of mailing.

4. No Third-Party Beneficiaries. Neither this Agreement, nor any provision hereof, nor any document or instrument executed or delivered pursuant hereto, will be deemed to create any right in favor of or impose any obligation upon any person or entity other than the Indemnitors and the Indemnitees.
5. Joint and Several Obligations. All obligations of the Indemnitors hereunder shall be the joint and several obligations of the Indemnitors
6. Assignment, Successors and Assigns. This Agreement will be binding upon and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, notwithstanding the foregoing, neither the Indemnitors nor any of the Indemnitees may assign their respective rights or obligations under this Agreement without the prior written consent of the other party hereto, and any such purported assignment without such consent will be null and void.

7. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction but this Agreement will be interpreted, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. Entire Agreement. This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
9. Amendments and Waivers. Any provision of this Agreement may be amended or waived only by the written consent of all parties to be bound by the amendment or waiver.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to such jurisdiction's principles of conflicts of laws.
11. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach or validity thereof (each, a "Dispute"), will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, as modified herein (the "Rules"). The place of arbitration will be New York, New York. There will be three arbitrators, of whom the Indemnitors will appoint one and the Indemnitees will appoint one within 20 days of the receipt by the respondent of the demand for arbitration. The two arbitrators so appointed will select a third arbitrator, who will act as chair of the arbitral tribunal, within 20 days of the appointment of the second arbitrator. If any arbitrator is not selected within the time provided herein, such arbitrator will be selected by the AAA from its panel of arbitrators for large, complex cases, in accordance with the Rules. The parties will be entitled to conduct reasonable pre-hearing discovery (including, without limitation, taking depositions of a reasonable number of witnesses). The hearing will be held, unless impracticable, within six months of the appointment of the third arbitrator. The arbitrators will render a decision in writing within 60 days of the conclusion of the arbitration hearing. The fees and expenses of the arbitrators will be borne equally by the parties; provided, however, that, notwithstanding the foregoing, the arbitrators will award to the prevailing party an amount equal to its reasonable fees and expenses of counsel and expert witness fees and expenses. Any arbitration proceedings, decision, or award rendered hereunder and the validity, effect, and interpretation of this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a

court, the arbitrators will have full authority to modify or vacate any provisional relief granted by any court or to grant provisional remedies and to award damages for the failure of any party to respect the arbitrators' orders to that effect. Any award rendered hereunder will be final and binding on the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

12. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CBW/SK Sports Ventures, LP

**By: CBW/SK Sports Ventures III, Inc.,
Its General Partner**

By: _____
Name: _____
Title: _____

CBW/SK Sports Ventures II, Inc.

By: _____
Name: _____
Title: _____

New York Sports Ventures, LLC, on its own behalf and as Indemnatee Representative

By: _____
Name: _____
Title: _____

NYIce Partners

By: _____
Name: _____
Title: General Partner

Steven M. Gluckstern, individually

Howard P. Milstein, individually

Edward L. Milstein, individually

Daniel L. Doctoroff, individually

Stephen M. Ross, individually

EXHIBIT C
TO PURCHASE AND SALE AGREEMENT

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS. THIS NOTE MAY ONLY BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF IN ACCORDANCE WITH SECTION 9 HEREOF AND IF SUCH DISPOSITION IS EXEMPT FROM THE PROVISIONS OF SECTION 5 OF THE ACT.

\$7,500,000

CONDITIONAL PROMISSORY NOTE

\$7,500,000

[_____] , 2000
New York, New York

FOR VALUE RECEIVED, CBW/SK SPORTS VENTURES, LP, a Delaware limited liability partnership (the "**Purchaser**"), hereby promises to pay to NEW YORK SPORTS VENTURES LLC, a Delaware limited liability company, its successors and assigns (the "**Seller**"), at such place within the United States as the Seller may designate from time to time, at the times and in the manner set forth in this Note, the principal sum of SEVEN MILLION FIVE-HUNDRED THOUSAND DOLLARS (\$7,500,000), or so much thereof that remains unpaid (the "**Principal Sum**"), together with interest thereon from the Determination Date until the Principal Sum and all interest thereon is paid in full in accordance with the following:

1. Purchase and Sale Agreement. This Promissory Note (this "**Note**") is issued pursuant to the terms and provisions of the Purchase and Sale Agreement (the "**Purchase Agreement**"), dated as of April 25, 2000, by and among the Seller, NYIsles, LLC, a Delaware limited liability company, the Purchaser and CBW/SK Sports Ventures II, Inc., a Delaware corporation. Capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

2. Repayment of Principal Sum.

(a) The obligations under this Note are contingent and shall cease to be contingent, and the Principal Sum shall be due and payable, as set forth in paragraph (b) below, on the date (the "**Determination Date**") that the New York Islanders hockey team plays its first regular season National Hockey League game in a New Arena (as defined below). Notwithstanding the foregoing, if the Determination Date occurs after October 31, 2010, then this Note shall terminate and no amount shall be due from the Purchaser to the Seller hereunder.

(b) The Principal Sum shall be payable in 48 consecutive equal monthly installments of principal and interest with simple interest thereon at a rate of 8% per annum beginning on the one month anniversary of the Determination Date (e.g. if the Determination

date is October 12, the first payment date is November 12) and thereafter on the next 47 month anniversaries of the Determination Date. If any payment date falls on a Saturday, Sunday or bank holiday, the applicable payment will be due and payable on the next business day.

(c) "**New Arena**" shall mean either (i) any new hockey arena facility, other than the Coliseum, that hereafter becomes the permanent "home" arena for the New York Islanders franchise, or (ii) the Coliseum, if a renovation of the existing Coliseum has been completed which causes such facility to have at least 18,000 seats for ice hockey games, including at least 500 seats available for sale as "club" or premium seating, and a minimum of 60 luxury boxes, and with respect to which the Company is able to secure revenue participation in concessions and parking which the Company does not currently participate in or, in the alternative, if a renovation of the Coliseum has been completed and/or a new lease, tenancy or building ownership or management arrangement has been consummated, following which such facility has (x) net revenue potential for the Company and its Affiliates and (y) fan amenities, in each case comparable to those of NHL home arena facilities completed and played in after July 1, 1992.

3. Default Interest Rate. If any payment(s) of principal and/or interest due and payable under this Note is (are) not made by the Purchaser as provided herein, the amount of such defaulted payment(s) shall bear default interest at a rate, compounded quarterly, equal to 15%, calculated from, and including, the date when due until the date of payment.

4. Means of Payment. All payments that the Purchaser may be required to make pursuant to the terms of this Note shall be payable by wire transfer of immediately available funds or by bank check in lawful money of the United States of America, which shall be legal tender in payment of all debts public and private at the time of payment.

5. Prepayment. The Principal Sum may be prepaid in whole or in part, at any time or from time to time, without premium or penalty, with such prepayments to be applied in inverse order of maturity and accompanied by payment of all accrued and unpaid interest.

6. Acceleration Upon Default. Following the occurrence of the Determination Date, in the event any one or more of the following events of default (the "**Events of Default**") then exists, in the case of clauses (b) or (c) whether or not declared to be such by the Seller, and at any time thereafter if such event shall occur and shall be continuing, the Seller may, by written notice to the Purchaser, declare the Principal Sum, together with all accrued and unpaid interest thereon, immediately due and payable:

(a) The Purchaser shall fail to make any payment under this Note as and when due and payable and such failure shall continue for five business days after written notice is delivered to the Purchaser.

(b) The Purchaser or the Company shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the

institution of, or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Purchaser or the Company, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing.

(c) Any involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Purchaser or the Company under Title 11 of the United States Code or any other federal, state or foreign bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Purchaser or the Company, or (iii) the winding-up or liquidation of the Purchaser or the Company and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall continue unstated and in effect for 60 days.

(d) If both of the following first occur after the Determination Date: (A) Charles B. Wang and Sanjay Kumar together do not own directly or indirectly at least 51% of all interests in the Company and (B) Charles B. Wang and Sanjay Kumar together do not control the general partner of the Company.

7. Transferability. The Seller shall have the right to sell, transfer, assign, pledge or dispose of this Note, in whole or in part, effective upon notice to the Purchaser.

8. Expenses. The Purchaser promises to pay to the Seller, on demand by the Seller, all reasonable costs and expenses incurred by the Seller in connection with the collection and enforcement of this Note including, without limitation, all attorneys' fees and expenses and all court costs, whether or not proceedings are brought.

9. Remedies Cumulative. Each right, power and remedy of the Seller hereunder or now or hereafter existing under any applicable law or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy hereunder or now or hereafter existing under any applicable law. The exercise or beginning of the exercise by the Seller of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Seller of any or all such other rights, powers or remedies.

10. No Waiver by Seller. No failure or delay by the Seller to insist upon the strict performance of any term, condition, covenant or agreement of this Note, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant or agreement, or of any such breach, or preclude the Seller from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any amount payable under the terms of this Note, the Seller shall not be deemed to have waived the right either to require prompt payment when due of all other amounts payable under the terms of this Note or to declare an Event of Default for the failure to effect such prompt

payment of any such other amount. No course of dealing or conduct shall be effective to amend, modify, waive, release or change any provision of this Note.

11. Waivers of Defenses. The Purchaser, and any and all endorsers hereof and all other parties who may now or in the future be liable for the payment of the indebtedness evidenced by this Note, severally waive presentment, protest and demand, notice of acceleration, notice of protest, notice of demand, notice of dishonor and notice of nonpayment of this Note, and expressly agree that this Note, or any payment under this Note, may be extended from time to time without in any way affecting the liability of the Purchaser, any such endorsers or any such parties.

12. Notices. Any notice required or permitted by or in connection with this Note shall be given in the manner and at the addresses set forth in the Purchase Agreement and shall be deemed given and received as set forth therein.

13. Entire Agreement, Modification. This Note and the Purchase Agreement constitute the final and entire agreement and understanding of the parties, and any term, condition, covenant or agreement not contained herein or therein is not a part of the agreement and understanding of the parties. Neither this Note, nor any term, condition, covenant or agreement hereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

14. Severability. In the event any one or more of the provisions (or any part of any provision) of this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, or in the event that any one or more of the provisions of this Note operates or would prospectively operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provisions (or remaining part of the affected provision) of this Note and the remaining provisions (or remaining part of the affected provision) of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

15. Successors and Assigns. This Note shall be binding upon and be enforceable by the respective successors and assigns of the Purchaser and holder hereof.

16. Governing Law. This Note shall be deemed executed and delivered in, and shall be construed, governed and enforced in accordance with, the laws of the State of New York, without reference to conflict of laws rules.

17. Jurisdiction. The Purchaser hereby irrevocably submits to the jurisdiction of any state or federal court sitting in the State of New York over any suit action or proceeding arising out of or relating to this Note or the Purchase Agreement. The Purchaser irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such

court shall be conclusive and binding upon the Purchaser and may be enforced in any court in which the Purchaser is subject to jurisdiction by a suit upon such judgment provided that service of process is effected upon the Purchaser as provided in this Note or as otherwise permitted by applicable law.

IN WITNESS WHEREOF, the Purchaser has caused this Promissory Note to be duly executed as of the date and year first written above.

CBW/SK SPORTS VENTURES, LP

By: CBW/SK SPORTS VENTURES III, INC.,
its General Partner

By: _____

Name:

Title:

GUARANTY

This **GUARANTY** ("Guaranty"), dated as of _____, 2000, is made by **Howard Milstein** (the "Guarantor"), in favor of **CBW/SK Sports Ventures, LP**, a Delaware limited partnership ("CBW/SK LP"), **CBW/SK Sports Ventures II, Inc.**, a Delaware corporation ("CBW/SK Inc.") and **New York Islanders Hockey Club, L.P.**, a New York limited partnership (the "Company" and, together with CBW/SK LP and CBW/SK Inc., (the "Beneficiaries").

Background

- A. New York Sports Ventures, LLC, a Delaware limited liability company ("NYSV"), NYIsles, LLC, a Delaware limited liability company ("NYI"), CBW/SK LP and CBW/SK Inc., are parties to that certain Purchase and Sale Agreement (the "Purchase Agreement"), dated as of April 25, 2000, pursuant to which CBW/SK LP and CBW/SK Inc., as Buyers, are, among other things, purchasing from NYSV and NYI all of the Interest in the New York Islanders Hockey Club, L.P., a New York limited partnership (the "Company"), which Company holds a franchise in the National Hockey League to operate the New York Islanders hockey team.
- B. The Guarantor acknowledges that this Guaranty forms an integral part of the consideration under the Purchase Agreement and, without this Guaranty, Buyer would not have entered into the Purchase Agreement.
- C. The execution and delivery of this Guaranty is a condition precedent to the Buyer's obligation to consummate the transactions contemplated under the Purchase Agreement.

Agreement

- 1. Definitions. Terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.
- 2. Guaranty of Payment and Performance.
 - (a) The Guarantor, for the benefit of the Beneficiaries (individually and collectively), guarantees the full and prompt payment, when due, of all amounts due to the Beneficiaries or any of them pursuant to or in respect of the following (collectively, the "Guaranteed Obligations"):
 - (i) Section 2.2(b)(iii) of the Purchase Agreement; and
 - (ii) the indemnification obligations of NYSV pursuant to Article VI of the Purchase Agreement.

- (b) This is an absolute, unconditional, irrevocable, unlimited, and continuing guaranty of the Guaranteed Obligations. This Guaranty will remain in full force and effect and will be binding upon the Guarantor so long as any of the Guaranteed Obligations are outstanding (regardless of whether there was any period of time when no Guaranteed Obligation was outstanding). The liability of the Guarantor will be effective immediately and will be payable upon demand of any Beneficiary. This is a guaranty of payment and not only of collection, and recovery may be had from the Guarantor in all cases without first making, pursuing, or exhausting any demand, claim, or remedy against NYSV, NYI or any other person or entity whatsoever or against any collateral, if any, for the Guaranteed Obligations or any other property, and despite any alleged or actual invalidity or unenforceability of any Guaranteed Obligation or of any instrument, writing, or arrangement relating to any of the Guaranteed Obligations. The Beneficiaries have no duty to collect or protect any collateral, if any, or any income thereon, nor to preserve any rights against any other parties with respect to the Guaranteed Obligations.
3. Guarantor Agreement to Pay. The Guarantor further agrees, as principal obligor and not as guarantor only, to pay to the Beneficiaries, on demand, all reasonable costs and expenses (including, without limitation, court costs and legal expenses) incurred or expended by the Beneficiaries in connection with the Guaranteed Obligations, this Guaranty, and the enforcement thereof.
4. Waivers by Guarantor. The Guarantor waives notice of acceptance of this Guaranty, demand of payment, presentment of this or any instrument, notice of dishonor, protest and notice of protest or other action taken in reliance hereon, and all other demands and notices of any description in connection with this Guaranty. The Guarantor further waives all defenses which may be available by virtue of any valuation, stay, moratorium law, or other similar law now or hereafter in effect, any right to require the marshaling of assets, and all suretyship defenses generally. The Guarantor waives his right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Guaranty, any rights or obligations hereunder, and the performance of such rights and obligations.
5. Continuity of Guaranteed Obligations; Bankruptcy or Insolvency. If all or any part of any payment applied to any of the Guaranteed Obligations is or must be recovered, rescinded, or returned to the Guarantor for any reason whatsoever (including, without limitation, bankruptcy or insolvency of any party), such Guaranteed Obligations will be deemed to have continued in existence and this Guaranty will continue in effect as to such Guaranteed Obligations, all as though such payment had not been made. Upon the bankruptcy, insolvency, or dissolution of, or the commencement of any case or proceeding under any bankruptcy, insolvency, or similar law in respect of, NYSV or NYI, the Guarantor will forthwith pay and perform in full all outstanding Guaranteed Obligations, including any that would not otherwise then be due and payable.

6. Freedom to Act. This Guaranty will remain in full force and effect despite, and the liability of the Guarantor with respect to any of the Guaranteed Obligations will not be terminated by, and the Guarantor assents to:
- (a) any amendment or other change in any of the Guaranteed Obligations;
 - (b) any extension or postponement of the time of payment of the Guaranteed Obligations;
 - (c) any forbearance, delays, waivers, or compromises with respect to the Guaranteed Obligations;
 - (d) any other indulgence, modification, waiver, or amendment of the terms of any agreement relating to the Guaranteed Obligations;
 - (e) any substitution, exchange, or release of any collateral, if any, securing the Guaranteed Obligations; and
 - (f) any other action or omission whatsoever of any person or entity;

in each case, whether with or without any notice to the Guarantor (any right to notice or to consent being expressly waived), and any and all of the foregoing will be binding on the Guarantor.

7. Entire Agreement. This Guaranty, together with the Purchase Agreement, sets forth the parties' final and entire agreement with respect to the matters set forth in this Guaranty and supersedes any and all prior agreements, understandings, and documents with respect to the subject matter hereof. The Guarantor further specifically acknowledges, confirms, and agrees that the obligations contained in this Guaranty will be in addition to any and all obligations of the Guarantor and of any entity controlled or affiliated with the Guarantor, and to any and all rights the Beneficiaries may otherwise have, under the Purchase Agreement or applicable law, regardless of whether such obligations and/or rights set forth therein are or may be duplicative of those contained herein, and notwithstanding the presence of any merger or similar clause contained therein. More particularly, but without limiting the generality of the foregoing, this Guaranty is not intended to and will not be deemed or interpreted to be a limitation on or modification of the rights of the Beneficiaries, or of the obligations of NYSV or NYI, under the Purchase Agreement or applicable law.
8. Notices. Any notice, request, instruction, or other document to be given under this Guaranty by a party will be in writing and delivered personally or by confirmed facsimile transmission or overnight courier service, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Guarantor, to: c/o New York Sports Ventures, LLC
575 Madison Avenue
Third Floor
New York, New York 10022
Attention: Howard Milstein
Facsimile: 212-350-2333

With copies to: David Seldin
575 Madison Avenue
Third Floor
New York, New York 10022
Facsimile: 212-350-2392

Jones, Day, Reavis & Pogue
599 Lexington Avenue
32nd Floor
New York, New York 10022
Attention: Robert A. Profusek or John J. Hyland
Facsimile: 212-755-7306

If to the Beneficiaries, to: c/o Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, New York 11749
Attention: Charles B. Wang
Facsimile: 631-342-3300

With copies to: Covington & Burling
1330 Avenue of the Americas
New York, New York 10019
Attention: Scott Smith
Facsimile: 212-841-1010

Mendelsohn Kary Bell & Natoli LLP
1633 Broadway
New York, New York 10019
Attention: Robert T. Bell
Facsimile: 212-246-3222

or to such other persons or addresses as may be designated in writing by the party to receive such notice. Any notice given as provided in this Section will be effective as of the date of delivery or, if mailed as aforesaid, five days after the date of mailing.

9. Amendments. No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom will be effective unless the same shall be in writing and signed by the Beneficiaries and the Guarantor.

10. No Waiver. No delay or omission on any party's part in exercising any rights hereunder will operate as a waiver of such rights or any other rights, and no waiver of any right on any one occasion will result in a waiver of such right on any future occasion or of any other rights; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
11. Successors and Assigns. This Guaranty shall be binding upon the Guarantor, his successors and assigns, and will inure to the benefit of and be enforceable by the Beneficiaries and their successors and assigns; provided, however, that the Guarantor may not assign any part of this Guaranty without the prior written consent of the Beneficiaries and any attempted assignment of this Guaranty in violation of this provision will be void.
12. Governing Law. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of New York without reference to its conflict of laws provisions.
13. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Guaranty, or the breach or validity thereof (each, a "Dispute"), will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, as modified herein (the "Rules"). The place of arbitration will be New York, New York. There will be three arbitrators, of whom the Guarantor will appoint one and the Beneficiaries will appoint one within 20 days of the receipt by the respondent of the demand for arbitration. The two arbitrators so appointed will select a third arbitrator, who will act as chair of the arbitral tribunal, within 20 days of the appointment of the second arbitrator. If any arbitrator is not selected within the time provided herein, such arbitrator will be selected by the AAA from its panel of arbitrators for large, complex cases, in accordance with the Rules. The parties will be entitled to conduct reasonable pre-hearing discovery (including, without limitation, taking depositions of a reasonable number of witnesses). The hearing will be held, unless impracticable, within six months of the appointment of the third arbitrator. The arbitrators will render a decision in writing within 60 days of the conclusion of the arbitration hearing. The fees and expenses of the arbitrators will be borne equally by the parties; provided, however, that, notwithstanding the foregoing, the arbitrators will award to the prevailing party an amount equal to its reasonable fees and expenses of counsel and expert witness fees and expenses. Any arbitration proceedings, decision, or award rendered hereunder and the validity, effect, and interpretation of this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a court, the arbitrators will have full authority to modify or vacate any provisional relief granted by any court or to grant provisional remedies and to award damages for the failure of any party to respect the arbitrators' orders to that effect. Any award rendered

hereunder will be final and binding on the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

14. Miscellaneous. The unenforceability of any one clause or provision shall not affect any other clause or provision of this Guaranty.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Guaranty as of the date first above written.

Howard Milstein, individually

EXHIBIT E
TO PURCHASE AND SALE AGREEMENT

April 24, 2000

The Honorable Thomas S. Gulotta
Nassau County Executive Building
One West Street
4th Floor
Mineola, NY 11501

SMG
701 Market Street, 4th Floor
Philadelphia, PA 19106
Attention: Wes Westley, President and CEO

Dear Sirs:

Reference is made to the 1998 Waiver and Consent Agreement, dated February 26, 1998 (the "Consent Agreement"), among the County of Nassau, SMG and New York Sports Ventures, LLC. Capitalized terms used and not defined in this letter agreement are used as defined in the Consent Agreement.

I have been engaged in discussions pursuant to which it is proposed that entities (the "CBW Entities") under the control (as defined in the Consent Agreement) of Charles B. Wang ("CBW") would acquire from the Purchaser 100% of the Common Interests of the Company (the "Proposed Transfer").

Subject to the conditions set forth in the penultimate paragraph hereof, the County and SMG by signing this letter agreement hereby (a) consent to the Proposed Transfer, if and when it occurs, and (b) agree that the consent set forth in clause (a) above is the only consent to, or approval of, the Proposed Transfer required to be obtained from the County or SMG in connection with the consummation of the Proposed Transfer, if and when it occurs.

If and when the Proposed Transfer occurs, CBW hereby agrees that he shall not make, permit, suffer or approve of any sale, assignment, transfer, encumbrance or other disposition of any Common Interests, whether by operation of law or otherwise, which will reduce the CBW Entities' ownership of the Company to less than 51% of the Common Interests or otherwise cause CBW not to have the right, directly or indirectly, to control the Company, without the consent of the County and SMG; provided, however,

that CBW and any of the other interestholders in the CBW Entities shall be permitted to hold Common Interests directly, as individuals, or indirectly, in each case so long as CBW, directly or indirectly, controls the business and affairs of the Company.

This letter agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This letter agreement shall automatically terminate and be of no further force or effect if (i) both of SMG and the County of Nassau have not executed a counterpart of this letter on or before April 26, 2000, (ii) the Proposed Transfer is not consummated on or before September 30, 2000, (iii) CBW and/or the CBW Entities has not or have not entered into a legally binding agreement with the Purchaser with respect to the Proposed Transfer on or prior to April 26, 2000 or (iv) the County of Nassau imposes additional conditions on the consent and waiver granted hereby and such conditions are not fulfilled.

Please indicate your acceptance of the foregoing by signing below where indicated, whereupon this letter agreement will become a binding agreement among us, governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

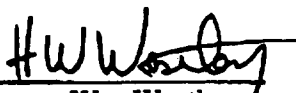
Charles B. Wang

Accepted and Agreed:

COUNTY OF NASSAU

By: _____
Name:
Title:
Dated:

SMG

By: 
Name: Wes Westley
Title: President and GEO
Dated: April 24, 2000