

07-08-2004

FORM PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027  
(exp. 6/30/2005)

RECORD  
TF  
1/6/04



102785646

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):

**Mandalay Baseball Properties, LLC; Stars Las Vegas LLC;  
MSE Shreveport LLC; Dayton Professional Baseball Club, LLC;  
MSE Dayton Baseball, LLC; SSG/Mandalay Baseball Partners,  
L.P.**

- Individual(s)
- General Partnership
- Corporation
- Other: Limited Liability Company
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: **Webster Bank**

Street Address: **CityPlace II  
185 Asylum Street, 5<sup>th</sup> Floor**

City: **Hartford** State: **CT** ZIP: **06103-3494**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: National Banking Association

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

OFFICE OF PUBLIC RECORDS  
2004 JUL -6 AM 9:20  
FINANCE SECTION

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Joinder Agreement
- Merger
- Change of Name

Execution Date: **September 12, 2003**

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

A. Trademark Application No.(s) **78/146268; 78/146149; 78/146178**

B. Trademark Registration No.(s): **2665561; 2653618; 2591192;  
2395247; 1972640; 1997983; 2016899; 2014831; 2299810;  
2397309; 2022889; 2386682;**

Additional numbers attached?  Yes  No

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

Name: **E. Page Wilkins**

Internal Address: **Choate, Hall & Stewart**

Street Address: **Exchange Place  
53 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **15**

7. Total fee (37 CFR 3.41) ..... \$390.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: **03-1721**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

E. Page Wilkins  
Name of person signing

Signature

July 1, 2004  
Date

Total number of pages including cover sheet, attachments, and document: **46**

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

78146268  
07/07/2004 L MELLER 00000119 031721  
01 FC:8521 40.00 BA  
02 FC:8522 350.00 BA

## JOINDER AGREEMENT

THIS JOINDER AGREEMENT (hereinafter, "Joinder Agreement") dated as of September 12, 2003 is entered into by and among MANDALAY BASEBALL PROPERTIES, LLC, a Delaware limited liability company ("MBP"), STARS LAS VEGAS LLC, a Nevada limited liability company ("SLV"), MSE SHREVEPORT LLC, a Delaware limited liability company ("MSES"), DAYTON PROFESSIONAL BASEBALL CLUB, LLC, an Indiana limited liability company ("DPB"), MSE DAYTON BASEBALL, LLC, a California limited liability company ("MSED"; MBP, SLV, MSES, DPB and MSED being jointly and severally referred to as the "Original Borrowers") and SSG/MANDALAY BASEBALL PARTNERS, L.P., a Delaware limited partnership ("SSG/MB L.P."; the Original Borrowers and SSG/MB L.P. being jointly and severally referred to as the "Borrowers" and each individually a "Borrower"), HENRY E. STICKNEY (solely for the purposes of Section 3(a)) and WEBSTER BANK as Administrative Agent (the "Agent") on behalf of itself and FIFTH THIRD BANK, WESTERN OHIO as Lenders (collectively, the "Lenders" and each individually a "Lender").

### RECITALS

**WHEREAS**, reference is made to that certain Credit Agreement dated as of December 31, 2002 by and among the Original Borrowers, the Agent and the Lenders, as amended by Amendment Number One to Credit Agreement dated as of April 10, 2003 and as further amended by the Joinder and Amendment Number Two to Credit Agreement dated as of the date hereof, by which amendment SSG/MB L.P. became a Borrower under the Credit Agreement (as so amended, as amended hereby and as may be further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

**WHEREAS**, in connection with the Credit Agreement, on December 31, 2002 each Original Borrower and the Agent on behalf of the Lenders executed (among other things), a Security Agreement (the "Security Agreement"), a Pledge Agreement (the "Pledge Agreement"), a Trademark Collateral Security and Pledge Agreement (the "Trademark Security Agreement"), a Pledged Revenues Pledge and Security Agreement (the "Pledged Revenues Agreement"), an Affiliate Subordination Agreement (the "Affiliate Subordination Agreement") and an Environmental Indemnity Agreement (the "Environmental Agreement" and, collectively with the Security Agreement, the Pledge Agreement, the Trademark Security Agreement, the Pledged Revenues Agreement and the Affiliate Subordination Agreement, the "Agreements").

**NOW, THEREFORE**, in consideration of the promises and agreements contained herein, and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, the parties hereto hereby agree to amend the Agreements pursuant to the following terms and conditions:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

2. Joinder. SSG/MB L.P. hereby agrees, effective as of the date hereof, to become a party to the Agreements and for all purposes of the Agreements, SSG/MB L.P. shall be a "Borrower", "Pledgor", "Grantor," "Subordinated Affiliate" and "Indemnitor" (as defined in the Loan Documents). Subject to the provisions of the Loan Documents, SSG/MB L.P. agrees to be bound by all of the terms of the Agreements and shall be subject to all of the rights, obligations and restrictions applicable to a Borrower, Pledgor, Grantor, Subordinated Affiliate and Indemnitor thereunder. SSG/MB L.P. acknowledges that it has received copies of the Agreements and has read them in their entirety.

3. Joinder Amendments to the Agreements. Upon the date that this Joinder Agreement shall have been executed by each of the parties, the parties agree to amend the Agreements as follows:

(a) Pledge Agreement. All references in the Pledge Agreement to SSG/Mandalay Baseball LLC are hereby deleted. Schedule I of the Pledge Agreement is hereby amended by adding the pledge by Henry E. Stickney of all of his interests in MBP/Hagerstown, LLC, the pledge by MBP of all of its interests in MBP Hagerstown Baseball, LLC ("Hagerstown Baseball"), SSG/MB L.P. and RoughRiders Baseball LLC ("RoughRiders LLC") and the pledge by MSES of its newly acquired interests in RoughRiders LLC, as set forth on Schedule 1 hereto.

(b) Trademark Security Agreement. (i) Schedule A of the Trademark Security Agreement is hereby amended by adding the Pledged Trademarks as set forth on Schedule 2 hereto and (ii) Schedule B of the Trademark Security Agreement is hereby amended by adding the trademarks that are not pledged collateral as set forth on Schedule 3 hereto.

(c) Pledged Revenues Agreement. (i) Schedule A of the Pledged Revenues Agreement is hereby amended by adding the Revenue Distribution Agreement by and between Hagerstown Baseball and MBP, as well as the additional Pledged Revenue Agreements as set forth on Schedule 4 hereto and (ii) Schedule B of the Pledged Revenues Agreement is hereby amended by adding the Locations of Offices and Businesses as set forth on Schedule 5 hereto.

(d) Affiliate Subordination Agreement. (i) Schedule A of the Affiliate Subordination Agreement is hereby amended by adding the Indebtedness of RoughRiders LLC and SSG/MB L.P. held by Subordinated Affiliates as set forth on Schedule 6 hereto, and (ii) Schedule B of the Affiliate Subordination Agreement is hereby amended by adding the Equity Interests of RoughRiders LLC and SSG/MB L.P. held by Subordinated Affiliates as set forth on Schedule 7 hereto.

(e) Environmental Indemnity Agreement. Exhibit A to the Environmental Agreement is amended to add the descriptions of the properties set forth on Schedule 8 hereto.

4. Representations and Warranties. By executing and delivering this Joinder Agreement, each of the Borrowers hereby represents and warrants to the Agent that (a) the execution, delivery, and performance of this Joinder Agreement (i) are within such Borrower's corporate, limited liability company or limited partnership powers, (ii) have been duly authorized by all necessary corporate, limited liability company or limited partnership action, (iii) are not in contravention of any law, rule, or regulation, or any order, judgment, decree, writ, injunction, or award of any arbitrator, court, governmental authority, Major League Baseball, the National Association or the League, except where such conflict, breach or contravention would not have a materially adverse effect on the business, assets or the financial condition of any Borrower, and (iv) do not conflict with any provision of the organizational documents of, or any Material Agreement of or other material agreement or instrument binding upon (except where such conflict with such other material agreement or instrument would not have a materially adverse effect on the business, assets or financial condition of any Borrower), any Borrower, (b) this Joinder Agreement constitutes such Borrower's legal, valid, and binding obligation, enforceable against such Borrower in accordance with its terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought, and (c) this Joinder Agreement has been duly executed and delivered by such Borrower.

5. Choice of Law. The validity of this Joinder Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws of the State of Connecticut.

6. Counterparts; Telefacsimile Execution. This Joinder Agreement may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Joinder Agreement by telefacsimile shall be as effective as delivery of a manually executed counterpart of this Joinder Agreement. Any party delivering an executed counterpart of this Joinder Agreement by telefacsimile also shall deliver a manually executed counterpart of this Joinder Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder Agreement.

7. Further Assurances. Each Borrower and shall execute and deliver all agreements, documents, and instruments, in form and substance reasonably satisfactory to Agent, and take all actions as Agent may reasonably request from time to time, to perfect and maintain the perfection and priority of the security interest in the Collateral

held by Agent and to fully consummate the transactions contemplated under this Joinder Agreement and the Credit Agreement.

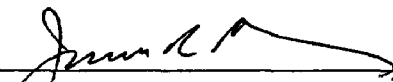
8. Effect on Credit Agreement and Loan Documents. The Credit Agreement and all other Loan Documents, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of the Borrowers to Agent and Lenders.

9. Major League Rule. The parties agree and acknowledge that this Joinder Agreement is subject to Section 26 of the Credit Agreement.

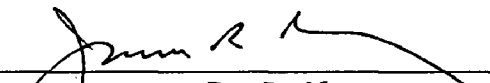
[Signature Page follows.]

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

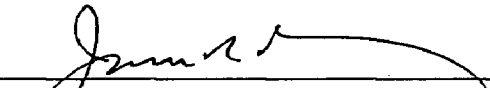
SSG/MANDALAY BASEBALL PARTNERS, L.P.

By:   
Name: James R. Bailey  
Title: Authorized Signatory

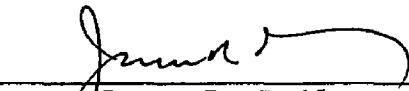
MANDALAY BASEBALL PROPERTIES, LLC

By:   
Name: James R. Bailey  
Title: Authorized Signatory

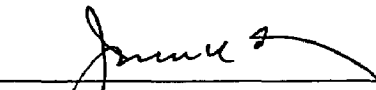
STARS LAS VEGAS LLC

By:   
Name: James R. Bailey  
Title: Authorized Signatory

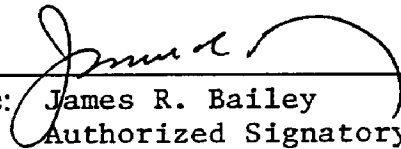
MSE SHREVEPORT LLC

By:   
Name: James R. Bailey  
Title: Authorized Signatory

DAYTON PROFESSIONAL BASEBALL CLUB, LLC

By:   
Name: James R. Bailey  
Title: Authorized Signatory

MSE DAYTON BASEBALL, LLC

By:   
Name: James R. Bailey  
Title: Authorized Signatory

For the purposes of Section 3(a):

---

Henry E. Stickney

Accepted:

WEBSTER BANK,  
as Administrative Agent and Lender

By: \_\_\_\_\_  
Name: Stephen J. Corcoran  
Title: Vice President

MSE DAYTON BASEBALL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

For the purposes of Section 3(a):

\_\_\_\_\_  
Henry E. Stickney

Accepted:

WEBSTER BANK,  
as Administrative Agent and Lender

By: \_\_\_\_\_  
Name: Stephen J. Corcoran  
Title: Vice President



MSE DAYTON BASEBALL, LLC

By: \_\_\_\_\_

Name:

Title:

For the purposes of Section 3(a):

\_\_\_\_\_  
Henry E. Stickney

Accepted:

WEBSTER BANK,  
as Administrative Agent and Lender

By: \_\_\_\_\_

Name: Stephen J. Corcoran

Title: Vice President

SCHEDULE 1  
PLEDGED INTERESTS

<u>Name of Entity</u>	<u>Description of Ownership Interest</u>	<u>Percentage</u>
MBP/Hagerstown, LLC	Limited liability company membership interest	99.9999994%
MBP/Hagerstown Baseball, LLC	Limited liability company membership interest	100%
SSG/Mandalay Baseball Partners, L.P.	Limited partnership interest	97.5005%
RoughRiders Baseball LLC	Limited liability company membership interest	100%

**TRADEMARK**  
**REEL: 003008 FRAME: 0482**

SCHEDULE 2  
PLEDGED TRADEMARKS

MBP:

ERIE SEAWOLVES – U.S. Registration No. 2665561, registered December 24, 2002 in International Class 25.

ERIE SEAWOLVES – U.S. Registration No. 2653618, registered November 26, 2002 in International Class 16.

ERIE SEAWOLVES – U.S. Registration No. 2591192, registered July 9, 2002 in International Class 41.

ERIE SEAWOLVES – U.S. Registration No. 2395247, registered October 17, 2000 in International Class 25.

ERIE SEAWOLVES – U.S. Registration No. 1972640, registered May 7, 1996 in International Class 25.

ERIE SEAWOLVES – U.S. Registration No. 1997983, registered September 3, 1996 in International Class 41.

SEAWOLVES – U.S. Registration No. 2016899, registered November 19, 1996 in International Class 25.

SEAWOLVES – U.S. Registration No. 2014831, registered November 12, 1996 in International Class 41.

SEAWOLVES Design – U.S. Registration No. 2299810, registered December 14, 1999 in International Class 16.

SEAWOLVES Design – U.S. Registration No. 2397309, registered October 24, 2000 in International Class 25.

HAGERSTOWN SUNS – U.S. Registration No. 2022889, registered December 17, 1996 in International Class 41.

HAGERSTOWN SUNS BASEBALL CLUB – Registration No. 2386682, registered September 19, 2000 in International Classes 16 and 25.

SSG/MB L.P.:

FRISCO ROUGHRIDERS - U.S. Serial No. 78146268, filed July 22, 2002 in International Class 41 in the name of SSG/Mandalay Baseball Partners, L.P. Awaiting initial examination.

FRISCO ROUGHRIDERS & Design - U.S. Serial No. 78146149, filed July 22, 2002 in International Class 16 in the name of SSG/Mandalay Baseball Partners, L.P. Awaiting initial examination.

FRISCO ROUGHRIDERS & Design - U.S. Serial No. 78146178, filed July 22, 2002 in International Class 25 in the name of SSG/Mandalay Baseball Partners, L.P.

**TRADEMARK**  
**REEL: 003008 FRAME: 0485**

SCHEDULE 3  
TRADEMARKS NOT PLEDGED

None.

**TRADEMARK**  
**REEL: 003008 FRAME: 0487**



**SCHEDULE 4  
PLEDGED REVENUE AGREEMENTS**

**MBP**

(i) Erie Management Agreement, dated as of July 24, 2003 between MBP and Palisades Baseball Ltd.

(ii) Revenue Distribution Agreement, dated as of September 10, 2003 between MBP and MBP and MBP/Hagerstown, LLC.

(iii) 2003 Hagerstown Suns Sponsorship Agreements

(1) Agreement, dated November 21, 2002 between the Hagerstown Suns and Value City Furniture.

(2) Agreement, dated November 21, 2002 between the Hagerstown Suns and Russo's RX.

(3) Agreement, dated November 19, 2002 between the Hagerstown Suns and Potomac Wine & Spirits.

(4) Agreement, dated November 4, 2002 between the Hagerstown Suns and Henson & Son.

(5) Agreement, dated November 11, 2002 between the Hagerstown Suns and Ogden Directories.

(6) Agreement, dated November 14, 2002 between the Hagerstown Suns and Tony's Italian Restaurant.

(7) Agreement, dated November 12, 2002 between the Hagerstown Suns and Dual Highway Motors.

(8) Agreement, dated November 12, 2002 between the Hagerstown Suns and ALM Monogramming.

(9) Agreement, dated November 1, 2002 between the Hagerstown Suns and Washington Co./Hagerstown CVB.

(10) Agreement, dated November 8, 2002 between the Hagerstown Suns and Hampton Inn.

(11) Agreement, dated November 5, 2002 between the Hagerstown Suns and South Pointe Fitness Center.

(12) Agreement, dated November 1, 2002 between the Hagerstown Suns and Steffey & Findlay.

(13) Agreement, dated March 14, 2002 between the Hagerstown Suns and New Frontiers Telecommunications.

(14) Agreement, dated January 24, 2002 between the Hagerstown Suns and National Phone Exchange.

## **DPB**

### (iii) PLAYBALL (Full and Half) Sponsorship and Advertising Agreements

(10) Agreement, dated as of February 26, 2003, between DPB and Handyman Ace Hardware.

(11) Agreement, dated as of April 18, 2003, between DPB and LexisNexis, a division of Reed Elsevier, Inc.

### (iv) Television Sponsorship and Advertising Agreements

(6) Agreement, dated as of October 14, 2003, between DPB and Fifth Third Bank.

### (vii) 2003 Sponsorships

(4) Agreement, dated as of April 14, 2003, between DPB and the Air Force Museum Foundation, Inc.

(5) Agreement, dated as of April 7, 2003, between DPB and McDonald's Restaurants.

(6) Agreement, dated as of May 19, 2003, between DPB and Stern Advertising (on behalf of the Ohio Lottery) as amended.

(7) Agreement, dated as of July 9, 2003, between DPB and Tri-State Coca-Cola Bottling Company.

### (viii) Dragons Eats

(4) Agreement, dated as of January 29, 2003, between DPB and Max and Erma's.

### (x) Luxury Suite License Agreements

(20) Agreement, dated as of August 11, 2003, between DPB and Battelle & Battelle LLP (4-year term).

(21) Agreement, dated as of August 26, 2003, between DPB and Frank Z & Lexus of Dayton (3-year term).

(xi) Radio Sponsorship and Advertising Agreement, dated as of March 27, 2003, between DPB and Blue Chip Broadcasting, Ltd.

**SSG/MB L.P.**

(i) Stadium Naming Rights, Advertising, Marketing, and Pouring Rights Agreement, dated January 17, 2003 between SSG/MB L.P. and Dr Pepper Bottling Company of Texas.

(ii) Dominant Sponsorship and Advertising Agreements

(1) Agreement, dated as of May 28, 2002, as assigned, between SSG/MB L.P. and Texans Credit Union.

(2) Agreement, dated as of July 22, 2002, as assigned, between SSG/MB L.P. and Medical Center of Plano.

(3) Agreement, dated as of March 11, 2003 between SSG/MB L.P. and Kroger Texas LLP.

(4) Agreement, dated as of March 27, 2003 between SSG/MB L.P. and Belo Management Services, Inc.

(iii) PLAYBALL Sponsorship and Advertising Agreements

(1) Agreement, dated as of April 9, 2002, as assigned, between SSG/MB L.P. and Frisco Medical Center.

(2) Agreement, dated as of May 8, 2002, as assigned, between SSG/MB L.P. and The Boardwalk Auto Group.

(3) Agreement, dated as of May 16, 2002, as assigned, between SSG/MB L.P. and Reliable Chevrolet.

(4) Agreement, dated as of June 10, 2002, as assigned, between SSG/MB L.P. and State Farm Bank.

(5) Agreement, dated as of August 19, 2002, as assigned, between SSG/MB L.P. and Highland Homes.

Horton. (6) Agreement, dated as of October 14, 2002 between SSG/MB L.P. and D.R.

Intecom, Inc. (7) Agreement, dated as of October 24, 2002 between SSG/MB L.P. and

(8) Agreement, dated as of November 3, 2002 between SSG/MB L.P. and Q.U.E.S.T. (Quality United Electrical Service Team).

(9) Agreement, dated as of November 7, 2002 between SSG/MB L.P. and Down Under Pub and Grub.

(10) Agreement, dated as of November 15, 2002 between SSG/MB L.P. and The Home Depot.

(11) Agreement, dated as of December 30, 2002 between SSG/MB L.P. and Denton County Electric Cooperative (COSERV).

(12) Agreement, dated as of March 11, 2003 between SSG/MB L.P. and CTX Mortgage Company.

(13) Agreement, dated as of March 19, 2003 between SSG/MB L.P. and NTTA (North Texas Tollway Authority).

(14) Agreement, dated as of June 5, 2003 between SSG/MB L.P. and PWS Foods, Inc.

(iv) "Riders Choice" Sponsorship and Advertising Agreements

Connection. (1) Agreement, dated as of March 18, 2003 between SSG/MB L.P. and Philly

(2) Agreement, dated as of May 20, 2003 between SSG/MB L.P. and PepsiCo, Inc. and its Frito Lay, Inc. Division.

(3) Agreement, dated as of March 31, 2003 between SSG/MB L.P. and Pizza Inn, Inc.

(v) 2003 Sponsorship and Advertising Agreements

(1) Agreement, dated as of May 20, 2003 between SSG/MB L.P. and Anheuser-Busch, Inc.

(2) Agreement between SSG/MB L.P. and Diageo (Verbal Agreement as agreement never signed, but partied performing)

(vi) The Lease and Concession Agreement, dated as of October 30, 2002 between SSG/MB L.P. and Frisco Sportservice, Inc.

(vii) Luxury Suite License Agreements

(1) Agreement, dated as of June 18, 2002, as assigned, between SSG/MB L.P. and Legacy Bank of Texas (5-year term).

(2) Agreement, dated as of July 15, 2002, as assigned, between SSG/MB L.P. and Hall Financial Group, LTD. (5-year term).

(3) Agreement, dated as of November 13, 2002 between SSG/MB L.P. and Premier Designs (5-year term).

(4) Agreement, dated as of August 7, 2003 between SSG/MB L.P. and The First State Bank of Celina (5-year term).

(5) Agreement, dated as of October 22, 2002 between SSG/MB L.P. and Frisco Economic Development Corporation (5-year term).

(6) Agreement, dated as of January 27, 2003 between SSG/MB L.P. and Todd & Donna Cash (3-year term).

(7) Agreement, dated as of May 6, 2003 between SSG/MB L.P. and Americare Clinic (3-year term).

(8) Agreement, dated as of May 15, 2003 between SSG/MB L.P. and A. Scott Nobel (3-year term).

(9) Agreement, dated as of March 7, 2003 between SSG/MB L.P. and Destin Partners International, Inc. (1-year term).

(10) Agreement, dated as of May 8, 2003 between SSG/MB L.P. and Wells Fargo (1-year term).

(11) Agreement, dated as of May 15, 2003 between SSG/MB L.P. and Retractable Technologies (1-year term).

(12) Agreement, dated as of September 3, 2003 between SSG/MB L.P. and Todd & Donna Cash (3-year term).

(13) Agreement, dated as of September 11, 2003 between SSG/MB L.P. and Wells Fargo Commercial Banking (2-year term).

(viii) "Radio" Sponsorship and Advertising Agreement, dated as of June 14, 2002 between SSG/MB L.P. and Susquehanna Radio Corporation.

(ix) Baseball Stadium Office Lease, dated as of July 25, 2003, between SSG/MB L.P.  
and with Belo Management Services, Inc.

**TRADEMARK**  
**REEL: 003008 FRAME: 0494**

SCHEDULE 5  
LOCATIONS OF OFFICES AND BUSINESSES

**MBP**

**Principal Place of Business:**

4751 Wilshire Boulevard, Third Floor  
Los Angeles, California 90010

Erie SeaWolves Baseball Team

110 East 10th Street  
Erie, Pennsylvania 16501

Hagerstown Suns Baseball Team

274 East Memorial Boulevard  
Hagerstown, Maryland 21740

**SSG/Mandalay Baseball, LLC**

**Chief Executive Office:**

4751 Wilshire Boulevard, Third Floor  
Los Angeles, California 90010

**Principal Place of Business:**

Same as Chief Executive Office

**SSG/Mandalay Baseball Partners, L.P.**

**Chief Executive Office:**

4751 Wilshire Boulevard, Third Floor  
Los Angeles, California 90010

**Principal Place of Business:**

7300 RoughRiders Trail  
Frisco, Texas 75034

***Other Locations:***

7725 Gaylord Parkway  
Frisco, Texas 75034



**TRADEMARK**  
**REEL: 003008 FRAME: 0496**

SCHEDULE 6  
INDEBTEDNESS OF SSG ENTITIES

Revolving Promissory Note issued by SSG/MB L.P. in favor of MSES dated as of April 1, 2003, in the principal amount of \$337,500, and bearing interest equal to the lesser amount of (i) ten percent (10%) or (ii) the Ceiling Rate (as defined in the Note).

Revolving Promissory Note issued by SSG/MB L.P. in favor of MSES dated as of May 28, 2003, in the principal amount of \$200,000, and bearing interest equal to the lesser amount of (i) ten percent (10%) or (ii) the Ceiling Rate (as defined in the Note).

Revolving Promissory Note issued by SSG/MB L.P. in favor of MSES dated as of June 25, 2003, in the principal amount of \$200,000, and bearing interest equal to the lesser amount of (i) ten percent (10%) or (ii) the Ceiling Rate (as defined in the Note).

Revolving Promissory Note issued by SSG/MB L.P. in favor of Southwest Sports Group Baseball, L.P. dated as of April 1, 2003, in the principal amount of \$337,500, and bearing interest equal to the lesser amount of (i) ten percent (10%) or (ii) the Ceiling Rate (as defined in the Note). (Assigned to MBP on September 12, 2003)

Revolving Promissory Note issued by SSG/MB L.P. in favor of Southwest Sports Group Baseball, L.P. dated as of May 28, 2003, in the principal amount of \$200,000, and bearing interest equal to the lesser amount of (i) ten percent (10%) or (ii) the Ceiling Rate (as defined in the Note). (Assigned to MBP on September 12, 2003)

Revolving Promissory Note issued by SSG/MB L.P. in favor of Southwest Sports Group Baseball, L.P. dated as of June 25, 2003, in the principal amount of \$200,000, and bearing interest equal to the lesser amount of (i) ten percent (10%) or (ii) the Ceiling Rate (as defined in the Note). (Assigned to MBP on September 12, 2003)



SCHEDULE 7  
EQUITY INTERESTS OF SSG ENTITIES

<b>Borrower</b>	<b>Equity Interests Held by Subordinated Affiliates</b>
RoughRiders LLC	50% of the membership interests held by MSES 50% of the membership interests held by MBP
SSG/MB L.P.	49.9995 of the limited partnership interests held by MSES 47.5% of the limited partnership interests held by MBP

**TRADEMARK**  
**REEL: 003008 FRAME: 0500**

SCHEDULE 8

SEE ATTACHED DESCRIPTION

METES & BOUNDS DESCRIPTION  
BALLPARK TRACT  
PARCEL NO. 1

BEING 8.75 acres of land, situated in the Jabez Ogden Survey, Abstract No. 279, City of Frisco, Collin County, Texas and being a portion of a 127.4096 acre tract of land, conveyed by deed to DRJ FRISCO LANDS, L.P., recorded in Volume 4720, Page 2041, Land Records of Collin County, Texas. Said 8.75 acres being more particularly described by metes and bounds as follows:

COMMENCING at a found "X" cut in sidewalk at the northwesterly end of a corner clip forming the intersection of the west right-of-way line of Parkwood Boulevard (a variable width R.O.W.) and the south right-of-way line of Gaylord Parkway (a variable width R.O.W.);

THENCE South 49°10'31" West, leaving said corner clip, a distance of 1,125.06 feet to a point for corner, said point being the POINT OF BEGINNING;

THENCE South 45°32'20" East, a distance of 194.48 feet to a point for corner;

THENCE South 00°32'20" East, a distance of 487.48 feet to a point for corner;

THENCE South 89°27'41" West, a distance of 625.00 feet to a point for corner;

THENCE North 00°32'20" West, a distance of 625.00 feet to a point for corner;

THENCE North 89°27'41" East, a distance of 487.48 feet to the POINT OF BEGINNING and CONTAINING 381,169 square feet or 8.75 acres of land, more or less.