Exhibit 10.12

WESTERN PROFESSIONAL HOCKEY LEAGUE, INC.

LICENSE AGREEMENT

(Owner)

(Home City)
WPHLILICENSEAGREEMENT
TABLEOFCONTENTS
1.DEFINITIONS.....1
1.1.System.....1
1.2.GoverningDocuments.....1
1.3.Marks.....1
2.GRANT,PROTECTEDTERRITORY,TERM.....1
2.1.Grant.....1
2.2.ProtectedTerritory.....1
2.3.Term.....2
3.WPHLI'sOBLIGATIONS.....2
3.1.Pre-OperationalObligations.....2
3.1.1.SystemLicense.....2
3.1.2.GoverningDocuments.....2
3.1.3.ArenaContractAssistance.....2
3.1.4.SystemProducts.....3
3.1.5.TrainingManual.....3
3.1.6.Recruitment.....3
3.1.7.InitialTraining.....3
3.1.8.Uniforms.....4
3.1.9.On-SitePre-OpeningAssistance.....4
3.2.Post-OperationalObligations.....4
3.2.1.SystemBenefits.....4
3.2.2.SchedulingLeagueGames.....4
3.2.3.OfficiateGames.....4


3.2.4.On-SiteOpeningAssistance.....4
3.2.5.On-GoingConsultation.....5
3.2.6.AdditionalTrainingandUpdates.....5
3.2.7.Standards.....5
3.2.8.BoardofGovernors.....5
3.2.9.AdditionalAssistance.....5
3.2.10.MarketingAssistance.....6
3.2.11.AdvertisingAssociations.....6
3.2.12.RuleEnforcement.....6
3.2.13.SalaryCap.....6
4.HOMEARENA.....7
4.1.HomeArenaContract.....7
4.1.1.[]OPTION1:Pre-AgreedLease.....7

4.1.2.[]OPTION2:ObtainOwnLease.....7
4.2.HomeArenaOperation.....8
4.3.ChangeofHomeArena.....8
5.OWNER'SOBLIGATIONS.....9
5.1.TeamOperation.....9
5.2.Personnel.....9
5.2.1.PersonnelGenerally.....9
5.2.2.ManagementPersonnel.....9
5.2.3.Players.....10
5.3.Training.....10
5.4.MinimumTicketSales.....11
5.5.BestEfforts.....11


6.LEAGUEMANAGEMENT.....12
6.1.BoardofGovernors.....12
6.2.Membership.....12
6.3.PowersoftheBoardofGovernors.....12
6.3.1.Schedule.....12
6.3.2.LeagueRules.....12
6.3.3.Playoffs.....12
6.3.4.Player'sContract.....12
6.3.5.AdvertisingFund.....12
6.3.6.Marketing.....13
6.3.7.Administration.....13
6.4.Attendance.....13
7.OWNER'SPAYMENTS.....13
7.1.InitialFee.....13
7.2.AssessmentFee.....13
7.3.LetterofCredit.....14
7.4.TrainingandAssistance.....14
7.5.Advertising.....15
7.5.1.LocalAdvertising.....15
7.5.2.AdvertisingAssociations.....15
7.5.3.AdvertisingFund.....15
7.6.TransferFee.....16
7.7.Revenue.....16
7.8.PaymentTerms.....17


8.RESTRICTIONS.....17
8.1.Business.....17
8.2.Standards.....18
8.3.Supplies.....19
8.4.FinancesandRecords.....19
8.4.1.Finances.....19
8.4.2.Reporting.....20
8.4.3.Records.....20
8.4.4.Computer.....21
8.5.EthicalConduct.....21
8.6.UseofGoodwill.....22
8.6.1.Advertising.....22
8.6.2.MediaRights.....22
8.6.3.Merchandizing.....23

8.6.4.Marketing.....23
8.6.5.Enforcement.....24
9.RELATIONSHIP.....24
9.1.IndependentBusiness.....24
9.2.ProprietaryInformation.....25
9.3.BusinessRestrictions.....26
9.4.IntellectualProperty.....27
10.RENEWAL,TRANSFERANDTERMINATION.....27
10.1.Pre-OpeningCancellation.....27
10.2.Renewal.....27
10.3.Owner'sCompany.....28


10.3.1.Incorporation.....28
10.3.2.Transfer.....28
10.3.3.ConditionsofTransfer.....29
10.3.4.DeathorIncapacity.....30
10.3.5.OfferingsByOwner.....30
10.3.6.Encumbrances.....30
10.4.Breach.....31
10.4.1.Thirty-DayCure.....31
10.4.2.Ten-DayCureofBreaches.....31
10.4.3.ExceptionalBreaches.....31
10.5.Post-AgreementDuties.....31
10.5.1.Generally.....32
10.5.2.TeamAssets.....32
10.5.3.TelephoneandInternet.....33
10.5.4.TrademarkDiscontinuance.....34
10.6.BusinessContinuation.....34
10.7.Insolvency.....36
11.OTHERTERMS.....36
11.1.Insurance.....36
11.2.Warranties.....37
11.3.LocationResponsibility.....37
11.4.Claims.....38
11.4.1.ThirdPartyClaims.....38
11.4.2.OfficiatingClaims.....39
11.4.3.Owner'sClaims.....39


11.4.4.DisputeResolution.....40
11.5.PurchaseOrders.....41
11.6.InflationAdjustment.....42
11.7.AccordandSatisfaction.....42
11.8.Representations.....42
11.9.SubstitutePerformance.....43
11.10.AuthorityandGuaranty.....43
11.11.ChangesandVariances.....44
11.12.ConsenttoJointOperatingAgreement.....44
12.INTERPRETATION.....45
12.1.EntireAgreement.....45
12.2.Waivers.....45
12.3.Materiality.....46
12.4.Survivability.....46

12.5.GoverningLaw.....46
12.6.ConsumerRightsWaiver.....47
12.7.Construction.....47
12.8.SavingsClause.....48
12.9.ThirdParties.....48
12.10.OtherAgreements.....49
12.11.Notices.....50
12.12.SubmissionofAgreement.....50
13.ACKNOWLEDGEMENTS.....50
13.1.DocumentsReceived.....50
13.2.FinalRepresentations.....50



EXHIBITS
OWNER'SSPECIFICTERMS.....A
STATEMENTOFOWNERSHIP.....B



This Agreement between Western Professional Hockey League, Inc., D/B/ACentral Hockey League, a Texas corporation, ("WPHLI") and
the Owner identifiedherein is effective when accepted by WPHLI as stated herein.

The parties agree as follows:

1. DEFINITIONS

Capitalized terms in this Agreement have the meaning given in thisAgreement and no other meaning. Some are defined below. Others
are definedelsewhere where they appear within quotation marks.

1.1. SYSTEM. WPHLI's standard concepts, methods, and limitations which arelicensed to WPHLI League owners generally concerning
establishment, operationand expansion of WPHLI's professional ice hockey league (the "League"). TheSystem includes but is not
limited to WPHLI's standard procedures fororganization and management of licensed teams, supervision, training andmanagement of
players, advertising and marketing to promote interest in theLeague and ice hockey and use of such of WPHLI's Marks, Products,
ProprietaryInformation, Governing Documents, and WPHLI's standard methods, sources, andmaterials for scheduling, advertising,
supplying, operating, marketing, andselling that WPHLI provides to League owners generally together and such otherbenefits and
assistance that WPHLI agrees in writing from time to time toprovide Owner; all subject to the terms of this Agreement and the
GoverningDocuments.

1.2. GOVERNING DOCUMENTS. The System's Constitution, Bylaws, LEX SCRIPTA.Governing Documents, and other uniform documents
developed and revised by WPHLIfrom time to time in its sole discretion, delivered singly or as a collection,setting requirements,

standards, rules and procedures for establishing,equipping, staffing, operating, marketing, supplying, training,
advertising,scheduling, and other matters relating to the System and its affiliated teams.

1.3. MARKS. The System's trademarks, service marks, trade names, domainnames, symbols, trade dress, logos, slogans, indicia,
interior and exteriorsigns and furnishings, layouts, colors, personalities, publicly displayedcopyrighted works, and any items
symbolizing the System's public good will. TheMarks are defined further herein.

2. GRANT, PROTECTED TERRITORY, TERM.

2.1. GRANT. WPHLI grants Owner a limited non-exclusive license to use theSystem to establish and operate one WPHLI team (Owner's
"Team") named "TeamName" based at or near Owner's "Home City," having its principal operatinglocation at the "Home Arena" ice arena
in Owner's "Protected Territory," torepresent Owner's Team to the public as an authorized WPHLI team, and to haveOwner's Team play
in League games with other League teams as scheduled by WPHLI,the first game to be upon "Season Opening Day," all as defined in
Exhibit A, andon the terms stated in this Agreement. Owner accepts this Agreement. Owner shallestablish and operate Owner's Team and
Home Arena on the terms stated herein.

2.2. PROTECTED TERRITORY. WPHLI will not locate or authorize any otherparty to locate a WPHLI System home ice hockey arena within
Owner's ProtectedTerritory as long as Owner is in full compliance with this Agreement. Owner's



Owner WPHLI

"Protected Territory" is the geographic area designated in Exhibit A. Owner'sTeam shall not engage in hockey games within another
owner's protected territoryexcept for scheduled games or with WPHLI's written consent. The ProtectedTerritory is not an exclusive
marketing area. Owner may market and solicit salesfrom Owner's Home Arena to anywhere within the USA subject to the terms of
thisAgreement. WPHLI, other System owners, arenas, or businesses may market orsolicit sales in the Protected Territory for teams
based at arenas locatedoutside of the Protected Territory; and, customers in the Protected Territorymay choose to purchase from such
others. As non-limiting examples, if Owner'sProtected Territory is defined to be a twenty-five mile radius from the Owner'sHome
Arena's main entrance, then another League team's arena may be lawfullylocated anywhere as long as the other League team's arena's
main entrance is notwithin a twenty-file mile radius of Owner's Home Arena's main entrance, andother League teams may lawfully sell
or market tickets, goods or services, orthe like, in Owner's Protected Territory as long as the other League teams'arenas are not
located within Owner's Protected Territory.

2.3. TERM. The duration of this Agreement's "Initial Term" is ten years.This Agreement is effective and its Initial Term

commences upon this Agreementbeing accepted in writing as required herein by WPHLI. Unless sooner terminatedas herein provided, the
Initial Term continues through the first day of Juneimmediately following the tenth season of League play after this
Agreementbecomes effective. Subject to the renewal conditions and terms stated herein,this Agreement's Renewal Term commences the
first day of June immediatelyfollowing the tenth season of League play and, unless sooner terminated asherein provided, continues
through the first day of June immediately followingthe Renewal Term's tenth season of League play. A season of League play
passesregardless of whether or not Owner's Team participates in League play unlessWPHLI, in WPHLI's discretion, provides a written
waiver to Owner specificallyextending the applicable term.

3. WPHLI'S OBLIGATIONS

3.1. PRE-OPERATIONAL OBLIGATIONS. WPHLI will provide the followingassistance to Owner on or before Season Opening Day.

3.1.1. SYSTEM LICENSE. WPHLI grants Owner a limited license to use theSystem to establish and operate Owner's Team at Owner's
Home Arena and torepresent Owner's Team to the public as an authorized WPHLI team on the termsstated in this Agreement.

3.1.2. GOVERNING DOCUMENTS. WPHLI will loan Owner the System'sGoverning Documents for establishing a standard System team and
managing,marketing and operating a standard System team at a standard System arena andcompeting with other League teams. WPHLI will
update same as WPHLI deems useful.Any documents or items to be provided by WPHLI which can be providedelectronically to Owner, at
WPHLI's election, may be provided electronically byWPHLI to Owner. As a non-limiting example, WPHLI's providing Owner with accessto
a password-protected League internet site for League owners comprisesdelivery to Owner of such documents that are available there.

3.1.3. ARENA CONTRACT ASSISTANCE. Unless Owner has already obtained anArena Contract or WPHLI or a WPHLI Affiliated Entity (see
12.9) is involved inoffering same to Owner, WPHLI will make advisory assistance available to Owner



concerning Owner's lease negotiations for Owner's Arena Contract. WPHLI'sadvisory assistance in this regard consists of general
guidance concerning theSystem's standards for arenas and arena lease terms generally and may not berelied on by Owner for Owner's
specific decisions. Owner's negotiation ofOwner's Arena Contract, subject to the parameters and terms stated herein,including
without limitation, Part 4.1, is solely Owner's responsibility.

3.1.4. SYSTEM PRODUCTS. WPHLI will loan Owner a sample list of vendorsand Products approved for use with the System and identify
at least one sourcecapable of providing such Products to Owner. The System's "Products" are theSystem's

equipment, supplies, goods,
uniforms, signs, forms, documents, computerhardware, software, communications and related items specified in the GoverningDocuments,
together with such modifications and items WPHLI adds to the Systemby amending the Governing Documents. WPHLI will loan Owner a
sample listspecifying Products available to System owners generally from WPHLI, if any.WPHLI will offer Owner such Products as WPHLI
offers to other System ownersgenerally subject to availability, scheduling, agreement on payment, andprovided Owner is not in any
default with WPHLI. WPHLI may pool purchases ofcertain goods or services by WPHLI owners from one or more designated suppliers

("Supplier Pool")

3.1.5. TRAINING MANUAL. WPHLI will loan Owner one copy of the System'sTraining Manual for use during initial training and in
ongoing training andoperation of Owner's Team. The Training Manual may be an integral part of theGoverning Documents.

3.1.6. RECRUITMENT. WPHLI will make available advisory assistance toOwner in recruitment of Players (a professional hockey player
employed by a teamparticipating in League games) and non-player personnel for Owner's Team.WPHLI's advisory assistance is general
guidance concerning the System'sstandards for Player and non-player recruitment and may not be relied upon byOwner for Owner's
specific personnel decisions. WPHLI does not hire Owner'semployees for Owner. Owner will acquire Players for Owner's Team in
accordancewith WPHLI's Player Recruitment policies as set out in the Governing Documents.

3.1.7. INITIAL TRAINING. WPHLI shall furnish initial training toOwner's initial Management Personnel employed by Owner for
operation of Owner'sTeam (up to six persons), namely, a single training session comprised of a twoday initial basic training program
in English concerning establishing a standardSystem team at a standard System arena in accordance with the GoverningDocuments and
managing, marketing, and operating a standard System team at astandard arena in accordance with the Governing Documents. The cost of
theinstructional and training materials used in the initial training is included inthe Initial Fee. WPHLI will not provide wages or
employee benefits to anyoneduring any training period. All expenses incurred by trainees in connection withand during any training,
including without limitation, transportation, livingexpenses, meals, lodging, wages, employment benefits, etc.
(collectively,"Personal Expenses"), shall be at Owner's sole expense. Each of Owner's initialtrainees must complete training to the
satisfaction of WPHLI prior to SeasonOpening Day, unless waived in writing by WPHLI in its sole discretion in anyparticular case.
The initial training program for Owner's initial ManagementPersonnel will be at WPHLI's headquarters or locations selected by
WPHLI.Training in use of the System includes loaning Owner a System Training Manualand the Governing Documents and providing the
System's standard guidanceconcerning the System's standards for recruiting Players, scheduling games,customer relations, sales,
advertising, equipment, quality control, andfranchise operations. Training requires full-time attendance of Owner'sManagement
Personnel for approximately eight hours per day as described in more

detail in the Governing Documents. Upon Owner's written request, WPHLI will makeadditional initial training available to Owner as
WPHLI deems appropriatesubject to scheduling and terms set forth elsewhere herein.

3.1.8. UNIFORMS. WPHLI will loan Owner a set of WPHLI's specificationsfor uniforms for Owner's players and identify at least one
source capable ofproviding such uniforms to Owner. Owner shall design Owner's Team's uniformswithin WPHLI's specifications and
subject to WPHLI's approval.

3.1.9. ON-SITE PRE-OPENING ASSISTANCE. WPHLI will provide pre-openingassistance to Owner by providing a WPHLI advisor at Owner's
Home Arena, prior toor during Owner's Season Opening Day to offer general advice concerning opening,managing, marketing and
operating a standard System team at a standard arena inaccordance with the System's standards. The advisor's responsibility
andauthority is limited to giving general guidance to Owner concerning the System'sstandards. Owner has sole and exclusive authority
and responsibility to instructOwner's employees and sole responsibility for Owner's Team and operations. Thecumulative number of
days that a WPHLI's advisor must be at Owner's Home Arenato provide on-site opening assistance and start-up consultation pursuant to
thisAgreement is two days, sequential or not, prior to Season Opening Day, the datesof attendance being selected by WPHLI. At
Owner's request, WPHLI and Owner mayoffer additional initial on-site consultation as WPHLI deems appropriate subjectto scheduling
and terms set forth elsewhere herein.

3.2. POST-OPERATIONAL OBLIGATIONS. WPHLI will provide the followingassistance to Owner on or after Season Opening Day.

3.2.1. SYSTEM BENEFITS. WPHLI will make available to Owner theSystem's methods of standardizing operations of League teams
generally pursuantto the System, loan Owner the System's Governing Documents, deliver amendmentsto same to Owner, and identify to
Owner qualified sources of equipment andsupplies to operate a standard System team at a standard arena, all as WPHLImakes same
available to League owners generally.

3.2.2. SCHEDULING LEAGUE GAMES. WPHLI will coordinate scheduling ofgames between Owner's Team and other League teams, pursuant to
the proceduresfor scheduling stated in the Governing Documents.

3.2.3. OFFICIATE GAMES. WPHLI shall provide League officials toofficiate at scheduled regular season League games of Owner's Team
as specifiedin the Governing Documents at WPHLI's cost. WPHLI shall provide League officialsto officiate at scheduled preseason,
post-season and all other scheduled Leaguegames which are not regular season games, at Owner's cost. Any increase inWPHLI's cost of

providing officials from the effective date of this Agreementforward shall be reimbursed to WPHLI by League owners on a pro rata
basis asdetermined by the Governing Documents.

3.2.4. ON-SITE OPENING ASSISTANCE. WPHLI will provide on-siteassistance to Owner by providing a WPHLI advisor at Owner's Home
Arena during orshortly after Owner's Team's first regular season game at Owners' Home Arena tooffer general guidance concerning the
System's standards with respect to playerrecruitment, scheduling, opening, managing, marketing and operating a standardteam at a
standard arena in accordance with the System's standards. The





cumulative number of days that a WPHLI's advisor will be at Owner's Home Arenato provide on-site assistance, and consultation
pursuant to this Agreement istwo days, sequential or not, during Owner's Team's first season, the dates ofattendance being selected
by WPHLI.

3.2.5. ON-GOING CONSULTATION. The first three months after Owner'sinitial season's Season Opening Day, WPHLI will be available to
speak withOwner's Management Personnel by telephone once each week at reasonably agreedtimes to discuss Owner's operational
opportunities and challenges. Thereafter,representatives at WPHLI's headquarters will be reasonably available to Owner'sManagement
Personnel during WPHLI's normal business hours for telephonicconsultation and guidance with respect to operation and management of
Owner'sTeam by Owner's Management Personnel in accordance with System standards.WPHLI's advisory assistance is general guidance
concerning the System'sstandards and may not be relied upon by Owner for Owner's specific decisions. AtOwner's request, WPHLI and
Owner may schedule additional on-site assistance andconsultation as WPHLI deems appropriate subject to scheduling and terms setforth
elsewhere herein.

3.2.6. ADDITIONAL TRAINING AND UPDATES. WPHLI's current practice is tohave a summer conference each year for the purpose of
getting League team ownersand management together with WPHLI's management to develop plans for the nextseason. WPHLI may, in its
discretion, hold conferences to discuss salestechniques, personnel training, bookkeeping, inventory control, performancestandards,
advertising and merchandising procedures, and other matters relevantto the System. WPHLI will make such seminars and additional
instruction andtraining available to Owner and Owner's Management Personnel that WPHLI makesavailable to System owners generally and
provide Owner with updates to theGoverning Documents as WPHLI makes such updates available to System ownersgenerally. Such seminars
and additional training may either be via conferencecall, at WPHLI's Headquarters city, another System arena, or other location
asmay be scheduled and designated by WPHLI. WPHLI does not currently chargeconference attendance fees, but reserves the right to do

so in the future. Owneris solely responsible for the Personal Expenses of Owner and Owner's staff andall other costs in connection
with same.

3.2.7. STANDARDS. WPHLI will make reasonable efforts to maintain theSystem's standards by conducting inspections of Owner's Team
as WPHLI deemsuseful, revising the System as WPHLI deems advisable and notifying Owner ofupdates and changes in the Governing
Documents and the System as WPHLI makessame available to System owners generally. WPHLI will receive and review Owner'ssuggestions
for improvement of the System.

3.2.8. BOARD OF GOVERNORS. WPHLI shall schedule and coordinate theLeague's Board of Governor's meetings and the League's owner's
meetings asstated in the Governing Documents. Owner is solely responsible for the PersonalExpenses of Owner and Owner's staff, and
such charges and fees as are uniformlyset for attending teams in the Governing Documents.

3.2.9. ADDITIONAL ASSISTANCE. WPHLI will be reasonably available toprovide Owner additional guidance concerning the System's
standards as set forthin the Governing Documents on a reasonable request basis or when deemednecessary by WPHLI. Assistance may be
in person, telephonic, or by publicationas WPHLI deems appropriate. If requested by Owner, and if WPHLI personnel areavailable,
WPHLI, at its option, may provide a WPHLI representative at Owner's





business to provide additional training or guidance concerning the System'sstandards upon WPHLI's then current standard fees and
expenses and terms.

3.2.10. MARKETING ASSISTANCE. WPHLI shall furnish Owner with advisorypromotional guidance concerning promoting Owner's Team's
initial Season OpeningDay in accordance with the System's standards. WPHLI will be availablethereafter on a reasonable basis to
provide ongoing advisory promotionalguidance to the Owner in accordance with the System's standards. WPHLI willpermit Owner to use
WPHLI's League logos and marketing procedures as stated inthe Governing Documents. If WPHLI elects to make System stock
advertisingmaterials available to System owners generally, then WPHLI shall provide same toOwner, WPHLI will review proposed
advertising copy sent by Owner to WPHLI andinform Owner of the marketing concepts WPHLI makes available to System ownersgenerally.
WPHLI may create an advertising fund (the "Advertising Fund") topromote the interests of the League and to assist with marketing the
League.Materials provided by the Advertising Fund to System owners may includemarketing materials, advertisements, videotapes, etc.,
any specific such effortsbeing in WPHLI's discretion If an Advertising Fund is created and it funds suchefforts, Owner will receive
one sample of each System-wide distributed marketingpiece or advertising material at no charge beyond Owner's

AdvertisingContributions to the Advertising Fund. WPHLI does not represent or promise thatan Advertising Fund will be created or be
useful to Owner. Owner may develop andplace advertising materials for Owner's own use, at Owner's own cost as long assame are within
the System's standards.

3.2.11. ADVERTISING ASSOCIATIONS. WPHLI may implement advertisingassociations as WPHLI deems useful to combine the advertising
efforts of Systemowners, such as common marketing and advertisements, use of common advertisingagencies, coordination of ad
placement, etc., any specific such efforts being inWPHLI's discretion. Establishment of any advertising association depends on
theexistence and cooperation of other appropriate teams. WPHLI does not representor promise that any cooperative advertising
associations or efforts will occuror be useful to Owner, in part because same are dependent on the cooperation ofothers.

3.2.12. RULE ENFORCEMENT. Owner delegates to WPHLI the power toenforce the League's Rules, decide disputes between League owners
and to be thefinal decision-maker with regard to such disputes. WPHLI has the authority toreprimand and/or fine any owner, owner's
employee or Player for violation of theLeague's Rules or Governing Documents.

3.2.13. SALARY CAP. WPHLI currently has an annual salary capapplicable to all League teams. Because the laws of affected
jurisdictionsconcerning salary caps are complex and changing, WPHLI does not promise orrepresent that a salary cap will be
maintained or what its terms will be, onlythat WPHLI currently intends to maintain and pursue same. WPHLI will review thesalary cap
annually and establish rules and procedures within the GoverningDocuments regarding free agency trading, sales and trades of Players
betweenteams, rules and exceptions to same, in WPHLI's discretion are deemed by WPHLIlikely to maintain competitive balance among
League Teams. WPHLI expresslydisclaims any representation that any or all teams will be competitive.





4. HOME ARENA.

4.1. HOME ARENA CONTRACT. Owner is entitled and obligated to obtain use ofthe one Home Arena at the address stated in Exhibit A
and at no other place,subject to relocation as provided herein. Owner hereby elects one of thefollowing options:

4.1.1. [ ] OPTION 1: PRE-AGREED LEASE. Owner has obtained an ArenaContract and WPHLI hereby approves same or WPHLI is itself
involved withoffering same to Owner.

4.1.2. [ ] OPTION 2: OBTAIN OWN LEASE. Owner is responsible forentering an approved Arena Contract within the time period stated
herein.

4.1.2.1. Owner will enter into a lease, sub-lease, license, orpurchase agreement for the Home Arena (the "Arena Contract")
providing forOwner's occupancy of the Home Arena sufficiently prior to Season Opening Day forOwner to fulfill all of Owner's
obligations under this Agreement. The ArenaContract must be acceptable to WPHLI and may only be entered into by Owner withWPHLI's
prior written approval. OWNER IS CAUTIONED AGAINST ENTERING INTO ARENACONTRACTS WHICH ARE NOT EXPRESSLY CONTINGENT ON WPHLI'S
APPROVAL. A condition ofArena Contract approval is Owner's delivery to WPHLI of the System'sthen-current Lease Rider fully executed
by the lessor and Owner. The ArenaContract shall have an initial term and renewal terms which are collectively notless than this
Agreement's initial term and renewal term unless otherwiseapproved in writing by WPHLI in WPHLI's sole discretion. If an independent
legalreview is deemed necessary by WPHLI, Owner shall pay all legal fees and expensesincurred by WPHLI and Owner in connection with
review, negotiation, andexecution of the Arena Contract and issues relevant to the same. Owner shallnever assign or sublet any
interest in the Arena Contract, other than to WPHLI,without obtaining the prior written consent of WPHLI, such consent not to
beunreasonably withheld.

4.1.2.2. If Owner does not enter an approved Arena Contract meetingWPHLI's standard criteria six months prior to the upcoming
season's openinggame, WPHLI may elect to terminate this Agreement by notifying Owner of the samein writing. Upon Owner accepting
such termination upon WPHLI's form for same,WPHLI will refund one-half of the Initial Fee to Owner, less WPHLI'sout-of-pocket
expenses and standard fees (including, without limitation, Arenalocation and lease negotiation efforts, training, etc. incurred due
to thisrelationship). WPHLI is not required to refund any money until Owner executesWPHLI's acceptance of termination form. If
Owner's Home Arena is to be newlyconstructed, or if an existing arena is to be substantially remodeled toaccommodate Owner's Team, a
substantial investment and effort will be required.Owner shall employ a qualified architect to adapt the System's plans
andspecifications to the Home Arena and all applicable laws, regulations,ordinances, lease requirements and market conditions, being
especially mindfulof all zoning, signage, parking, access, health, environmental and storagerequirements. The architect must be
submitted to WPHLI for approval and beapproved by WPHLI before the architect is engaged. WPHLI's approval of anarchitect does not
comprise any representation concerning the architect byWPHLI. Owner is solely responsible for Owner's choice of Owner's
architect.WPHLI may elect to require use of a WPHLI-selected architect, and, if so, Ownershall employ the WPHLI-selected architect.
Owner will submit Owner's plan foradapting the System to the Home Arena to WPHLI for prior written approval, notchange the same
without WPHLI's written approval, and certify to WPHLI thatOwner has obtained all permits and permissions required for remodeling or

construction and operation. Owner will submit to WPHLI the information requiredby WPHLI concerning Owner's general contractor.
The general contractor must beapproved before the general contractor is engaged. WHPLI's approval of thegeneral contractor does not
comprise any representation concerning the generalcontractor by WPHLI. Owner will certify to WPHLI that Owner has obtained
allpermits and permissions required for lawful construction and operation. Owner issolely responsible for selecting, supervising and
paying for architects,contractors, detailed plans, equipment, supplies, financing, fixtures, signs,working capital, and all other
aspects of creating and opening the Home Arena.Owner will return to WPHLI any WPHLI standard plans and specifications on orbefore
using the Home Arena for Owner's business operations.

4.2. HOME ARENA OPERATION. Owner will equip, staff, train, open, andoperate at Owner's sole expense one WPHLI League team at and
from Owner's HomeArena and in Owner's Protected Territory and at and from no other place and inno other territory except pursuant to
League games scheduled by WPHLI, or asotherwise approved by WPHLI in advance. Owner will fully comply with Owner'sobligations under
the Arena Contract, and not do or omit doing anything whichgives anyone the right to terminate or not renew the Arena Contract prior
to theend of this Agreement's then-current term. Owner will provide the Home Arena forscheduled League games as set forth herein and
the Governing Documents. Thiswill include, without limitation, private team, official, media and WPHLI areasbefore, during, and
after games and appropriate reserved seating for thevisiting team, Media and WPHLI. Owner shall maintain possession of and make
theHome Arena fully available for all scheduled League games (exhibition,pre-season, regular, or playoff) as required herein.
Failure to do so is amaterial breach unless the failure is due to the Home Arena being materiallydamaged or destroyed by an act of
God, in which event Owner has the longer ofsixty days or the beginning of the next season to relocate or reconstruct. Ownerwill use
Owner's Team's facilities solely for operation of Owner's Team.

4.3. CHANGE OF HOME ARENA. If Owner's right to use Owner's Home Arena forall purposes required by this Agreement is terminated or
impaired prior totermination of this Agreement for a reason other than a default of thisAgreement or the Arena Contract by Owner or
an entity under the direction orcontrol of Owner, then Owner shall have the right to relocate Owner's Team toanother ice arena
within Owner's Protected Territory. Owner's relocation rightis subject to Owner satisfying this Agreement's and the Governing
Documents'requirements concerning a substitute ice arena and Arena Contract, includingobtaining the prior written consent of WPHLI,
which shall not be unreasonablywithheld. Upon Owner obtaining WPHLI's consent to the substitute ice arena andits Arena Contract,
Owner shall, at Owner's sole expense, establish and operateOwner's Team at the substitute ice arena, which shall thereafter be
deemed to beOwner's Home Arena. Owner will submit each requested substitute site to WPHLIwith a completed proposed Arena Contract,
completed standard then current SystemLease Rider, and arena evaluation form. Relocation of the Home Arena does notchange the
Protected Territory's boundaries unless WPHLI and Owner expresslyagree to same. WPHLI is not liable to

Owner for any expense or loss
of revenuedirectly or indirectly incurred by Owner as a result of termination of theoriginal Arena Contract and is subject to
payment of WPHLI's then currentstandard relocation fee as provided in the Governing Documents. No refunds aredue from WPHLI if a new
arena does not timely materialize.





5. OWNER'S OBLIGATIONS

5.1. TEAM OPERATION. Owner will equip, staff, train, open, and operate atOwner's sole expense one WPHLI team in compliance with
this Agreement and theGoverning Documents at and from Owner's Home Arena and in Owner's ProtectedTerritory and at and from no other
place and in no other territory. Prior to theSeason Opening Day, Owner will obtain and thereafter maintain all licenses,permits and
inspection approvals required by applicable laws and the GoverningDocuments to conduct business in the Home Arena's jurisdiction and
operateOwner's Team at the Home Arena, and to host League games at the Home Arena andto compete in away games in accordance with
League game schedules developed byWPHLI, including, without limitation, a business license, labor, health, fireand safety
inspections and approvals, and a liquor license, all as acceptable toWPHLI. Owner's Team will commence League play on the Season
Opening Dayspecified in Exhibit A, unless same is rescheduled by WPHLI and thereafterappear at, play, and complete all scheduled
League games (exhibition,pre-season, regular, or playoff) in the manner required by the GoverningDocuments as scheduled by WPHLI, or
as otherwise approved by WPHLI in advance.

5.2. PERSONNEL

5.2.1. PERSONNEL GENERALLY. Owner shall employ a sufficient number offully trained and competent personnel of good character,
including, withoutlimitation administrative personnel, managers, and clerical staff to properlyperform Owner's obligations. The
Governing Documents may require Owner's Team tohave a certain number of personnel actively engaged in certain positions and setskill
and qualification standards for each position. Owner is solely responsiblefor the selection and evaluation of Owner's personnel and
may not rely onWPHLI's suggestion or approval of such persons. WPHLI is in no way responsiblefor the selection of or the
performance, honesty or any other quality of Owner'spersonnel. WPHLI may require any of Owner's personnel to attend
additionaltraining and refresher courses from time to time at locations chosen by WPHLI atOwner's expense. Owner will cause each of
Owner's employees to become familiarwith those portions of the Governing Documents designated for the applicableemployee category
and to comply fully with them. Owner is responsible forOwner's employees' compliance with the Governing Documents. Without
limitingWPHLI's other remedies, if any of Owner's employees fail to comply with WPHLI'sGoverning

Documents' requirements, upon
written request of the WPHLI, Owner willtake corrective action ranging from the subject personnel taking additionaltraining to
removing the non-complying employee from League-related duties.WPHLI may require any person associated with the League to attend
training oradditional training as a condition of beginning to act or continuing to act inany League related activity, if the same
is, in WPHLI's discretion, in the bestinterest of the System. If WPHLI determines that any person's act or acts areinappropriate for
a person associated with the League, WPHLI may eitherimmediately condition approval for the person acting in any
League-relatedactivity on completing or retaking such parts of the System's training or takingsuch corrective action that WPHLI
deems appropriate, or WPHLI may, afterconsultation with WPHLI's Board of Governors, ban the person from acting in anyLeague-related
capacity, including as an equity owner, manager, employee, agent,or capacity related to the League or Owner, all upon such
conditions, terms andduration that WPHLI deems appropriate.

5.2.2. MANAGEMENT PERSONNEL. Owner shall maintain a full staff of"Owner's Management Personnel" as stated in the Governing
Documents. Owner hassole authority to control Owner's Management Personnel's actions and may remove





any of Owner's Management Personnel at any time. WPHLI does not have any poweror authority to control Owner's Management
Personnel's acts or decisions. Thatpower and authority is held solely by Owner. WPHLI reserves the right to chargeOwner WPHLI's then
current standard training fee for training any Owner'sManagement Personnel or prospect for same after Owner's initial Season
OpeningDay. Owner's Team will be directly supervised "on-premises" by a General Managerwho shall be the full-time hands-on chief
executive officer of Owner's Team withfull managerial control, authority and responsibility for operating Owner'sTeam. The General
Manager will personally participate in actual operation of theTeam by spending a minimum of an average of thirty hours a week
personally withthe Team directly and actively managing the Team year round to supervise sales,recruiting, training, season play,
etc. Owner shall hire Owner's ManagementPersonnel sufficiently in advance for them to be qualified and approved ordisapproved by
WPHLI and fully trained before becoming responsible for anySystem related activities. Owner's Management Personnel shall participate
on afull-time basis in the direct management and operation of Owner's Team and signthe System's then-current standard agreements,
including, without limitation,agreements to maintain confidentiality, not have an interest in or businessrelationship with any other
ice hockey team, not compete, etc., that WPHLIrequires of new System team management personnel generally. In the event of
thetermination, resignation, death, or incapacity of any of Owner's ManagementPersonnel, Owner shall replace same within sixty days
with a person approved inwriting by WPHLI, approval not to be unreasonably withheld.

5.2.3. PLAYERS. Owner shall employ the League's then-current minimumof Players for Owner's Team as stated in the Governing
Documents. Positions,qualifications, duties and the like may be stated in the Governing Documents.Owner's Players must continue to
be eligible and available to participate inLeague play during each season of League play and any applicable playoff games,subject to
injuries and excused absences. Owner shall have a written contractwith each Player which contract is on a standard form approved by
WPHLI. EachPlayer contract shall conspicuously state that it is not binding until approvedin writing by WPHLI. After Owner and a
Player execute a Player contract, Ownershall immediately deliver same to WPHLI for approval. Upon Owner's receipt ofWPHLI's written
approval or disapproval of the Player contract, Owner shallimmediately deliver a copy of WPHLI's approval or disapproval to the
Player.WPHLI may impose a salary cap for each League Team within the League limitingthe total sum of Player salaries for Owner's
Team which salary cap shall be thesame for all League teams. Owner's Team shall also employ a Head Coach who shallnot be a Player.
The Head Coach's responsibilities may be stated in theGoverning Documents. Owner recognizes the importance to WPHLI and other
teamowners of ensuring a consistency of League team operating costs. Owner agreesthat, to the extent permissible under applicable
law, all contracts betweenOwner and each of Owner's Team Players will be in such form as may be prescribedby WPHLI from time to time
(the "Players' Contract") and be in compliance withall rules set forth for such agreements in the Governing Documents. WPHLI doesnot
promise or represent that current methods of obtaining and retaining Playerswill be continued for any length of time.

5.3. TRAINING. WPHLI will provide the instructional and training materialsused in the initial training program to Owner's
Management Personnel withoutcharge to Owner. Owner and WPHLI shall schedule Owner's Management Personnel toattend training at
Owner's expense at a location designated by WPHLI and Owner'sManagement Personnel shall attend and successfully complete WPHLI's
initial



training program to WPHLI's satisfaction prior to the Owner's Team beginningoperations. Thereafter, whoever Owner designates as a
Governor or Owner'sManagement Personnel must successfully complete WPHLI's initial training programprior to serving as Owner's
Management Personnel. Owner's Management Personneldesignated by WPHLI shall attend and complete to WPHLI's satisfaction
suchadditional training, assistance, seminars, meetings, conferences, etc. as WPHLI,may from time to time require, at such locations
that WPHLI designates. Ifrequested by WPHLI, Owner shall have Owner's Team's primary computer physicallyat WPHLI's training location
during initial training so Owner's ManagementPersonnel can be trained on the actual software loaded on Owner's hardware thatthey

will use in Owner's Team's operations. WPHLI's training duty solelycomprises offering training experiences and no more. All costs
will be born byOwner. Owner is solely responsible for the performance of Owner's ManagementPersonnel. Owner will cause the
attendance of designated employees at suchtraining as WPHLI may conduct from time to time.

5.4. MINIMUM TICKET SALES. Any League owner's failure subjects WPHLI, theLeague, and other League owners to substantial expenses.
For this reason, Leagueowners must post a Letter of Credit in favor of WPHLI. WPHLI's experience isthat focusing new League owners
on selling season tickets is critical to thesuccess of new League owners. Consequently, WPHLI requires of Owner a letter ofcredit in
favor of WPHLI in an amount which varies with Owner's season ticketsales, i.e. the more season tickets Owner sells, the less Owner's
letter ofcredit requirement. Owner's duty to create, fund, and maintain a letter ofcredit in favor of WPHLI is set forth in Exhibit
A and the Governing Documentsand its amount shall be increased or decreased in accordance with the termsstated in Exhibit A and the
Governing Documents. The Owner's duty to sellcertain numbers and types of tickets may vary and Owner's letter of creditrequirements
will be adjusted after Owner's first season.

5.5. BEST EFFORTS. Owner will continuously use its best efforts to market,develop and maximize recognition and use of the System
throughout Owner'sProtected Territory including, without limitation; aggressively advertising andpromoting Owner's Team and the
League, obtaining and maintaining all facilities,equipment, Products, Players, staff, etc. as described in the GoverningDocuments.
Owner shall continuously operate the System at its full capacity forthe full term of this Agreement; strictly comply with all terms
in thisAgreement and with all other agreements which relate to Owner's business or useof the System, including, without limitation,
the Arena Contract and allagreements with WPHLI, WPHLI Affiliate Entities, Players, vendors, suppliers,other System owners and
System Associations, if any; maintain full continuousoperations; and do all things necessary for Owner's Team to compete in home
andaway games in accordance with League game schedules developed by WPHLI, all instrict compliance with the Governing Documents as
they may be revised from timeto time. Owner's failure to strictly comply with, observe and perform any term,condition, covenant,
provision or obligation of this Agreement is a breach ofthis Agreement. Owner will send any suggestions Owner has for improving
theSystem to WPHLI in writing. Owner will fully cooperate with WPHLI's efforts tosell additional System teams including, without
limitation, displayinginformation concerning the availability of new teams, making Owner and any ofOwner's personnel available to
truthfully answer the questions of prospectiveowners if requested by WPHLI and assisting in training new owners and theirpersonnel
at Owner's Home Arena.

6. LEAGUE MANAGEMENT.

6.1. BOARD OF GOVERNORS. For the League and its several individual teams tosucceed in the League's collective enterprise, the
League's several individualteams must cooperate in the integrated operation of the League as singlecollective enterprise. Not every
owner's team's interests will be maximized inevery interaction. The success or failure of each League team affects all Leagueteams.
WPHLI manages the League and sets the League's game schedule. One ofWPHLI's methods of League governance is to consult with and
obtain advice fromthe owners and management personnel of WPHLI's several teams. Such consultationoccurs in part, although not
exclusively, pursuant to the WPHLI's and theseveral League owners' participation in the League's Board of Governors.

6.2. MEMBERSHIP. Each League team that is in good standing has one votewhich is voted by the team's Governor. The League's "Board
of Governors" will becomprised, meet and operate as stated in the Governing Documents. Owner isentitled and required to appoint up
to two Governors (a principal Governor andone alternate Governor) to the Board of Governors to represent Owner's Team whoshall
attend and participate in all Board of Governors meetings. Owner shallnotify WPHLI of Owner's nominee for Owner's Team's Governor
sufficiently inadvance for WPHLI to approve or disapprove of the nominee, in WPHLI'sdiscretion. WPHLI thereafter has the right to
revoke WPHLI's approval of Owner'sTeam's Governor, in WPHLI's discretion, but only after consultation with Owner.The Board of
Governors is chaired by a President appointed by WPHLI. In the caseof a tie vote of the members of the Board of Governors, The
President has anadditional deciding vote.

6.3. POWERS OF THE BOARD OF GOVERNORS. The Board of Governors representsthe owners of League teams, and is responsible for making
recommendations toWPHLI concerning the following League affairs:

6.3.1. SCHEDULE. Development of a schedule format for exhibition,regular season and playoff games;

6.3.2. LEAGUE RULES. Development of League Rules for the conduct andadministration of League games. Enforcement of the League
Rules throughinvestigation disciplinary offenses and setting and enforcing penalties issolely within WPHLI's power, but in
appropriate cases WPHLI may consult with theBoard of Governors concerning same. "League Rules" means rules and regulationsenacted by
WPHLI to govern League play. The League Rules may be supplemented,deleted or amended from time to time by WPHLI in accordance with
the GoverningDocuments and after consultation with the Board of Governors.

6.3.3. PLAYOFFS. Development of playoff competitions and funding byall owners of playoff prize pools;

6.3.4. PLAYER'S CONTRACT. Suggestions concerning revisions to orreplacement of a standard player's contract, playoff payments,
Player salarycap, and other player-related matters;

6.3.5. ADVERTISING FUND. Administration of the Advertising Fund; and

Owner WPHLI

6.3.6. MARKETING. Marketing and operation of the League and the WPHLISystem.

6.3.7. ADMINISTRATION. Suggesting changes concerning theadministration of WPHLI.

The Board of Governors shall act only in compliance with the GoverningDocuments and all other applicable agreements, including,
without limitation,this Agreement to which League team owners are bound. Board of Governors' actsdo not modify any agreement between
WPHLI and System owners. The Board ofGovernors' acts are always advisory without independent force or effect. TheLeague's owners
never "agree" with each other to act or not act through theBoard of Governors, only to develop consensus recommendations to WPHLI.
WPHLInever "agrees" with any Board of Governors' act or recommendation. WPHLI shallconsider the acts, resolutions, and advice of the
Board of Governors, and thenWPHLI shall reach its own independent decisions concerning such matters.

6.4. ATTENDANCE. Owner will ensure that Owner is represented by Owner'sauthorized representatives at each and every meeting of
WPHLI governors orowners, which may be called at the discretion of WPHLI from time to time. Thereare currently four Board of
Governors' meetings annually at which governors ofall teams are expected to attend. Continuation of this schedule is notguaranteed.
It may be changed. Additional meetings may be called. If Owner is anindividual, Owner specifically agrees to personally physically
attend in personat least one League owners' meeting annually called by WPHLI with reasonablenotice. If Owner is an incorporated
entity, Owner will attend via an agreedrepresentative, expected to be the individual with the most equity ownership inOwner.
Attendance means being physically in attendance in person at suchmeetings. There is currently one Summer Conference annually at
which Owner isrequired to be physically in attendance unless otherwise agreed. Continuation ofthis schedule is not guaranteed. It
may be changed. If Owner or Owner's Governoris unable to attend any such meetings, Owner will send a substitute person,approved in
advance by WPHLI, in the missing person's place to represent Owner'sTeam. Isolated absences with prior notice and due to good cause
are acceptable.Participation in League meetings is at Owner's sole cost.

7. OWNER'S PAYMENTS

7.1. INITIAL FEE. Owner will pay WPHLI an "Initial Fee" of $1,250,000. TheInitial Fee is fully earned and non-refundable upon
WPHLI's acceptance of thisAgreement as set forth herein and is in partial payment for WPHLI'sadministrative costs, opportunities
lost or deferred, past efforts in developingthe System, and a license to use the System, together with the other assistanceand
advantages made available to Owner as stated herein. The Initial Fee is duefrom Owner to WPHLI upon the schedule stated in Exhibit
A. WPHLI will return toOwner the portion of the Initial Payment received from Owner with Owner'sexecuted copy of this Agreement if
WPHLI does not accept this Agreement as setforth herein within thirty days of receiving Owner's executed

Agreement and therequired
portion of the Initial Payment.

7.2. ASSESSMENT FEE. In consideration for the licenses granted herein,WPHLI's administrative and lost opportunity costs, WPHLI's
costs and risks indeveloping the System, and the assistance specified herein, Owner will pay WPHLIan "Assessment Fee" of $100,000
each calendar year. The Assessment Fee ispayable as follows: At the earlier of WPHLI's Annual Summer Conference or thefifteenth day
of June of each year, Owner shall deliver to WPHLI four checks in



_____
OwnerWPHLI

theamountof$25,000each,datedJune15,July15,andSeptember15,ofthat

year, and February 15 of the succeeding year. These amounts are subject to theCPI inflation adjustment of Section 11.6. The
checks shall contain norestrictive endorsements other than being post-dated. WPHLI shall not presentsame for payment until their
stated dates. Owner shall insure that these checkswill be paid upon their being presented for payment upon their face dates.
Uponthree months advance written notice to Owner, WPHLI may elect to replace Owner'sduty to pay WPHLI an annual Assessment Fee of
$100,000 with an Owner's duty topay WPHLI a License Fee of five percent of Owner's Revenues upon schedules andterms to be stated in
the then-current Governing Documents. Further, WPHLI mayimpose other reasonable special assessments based on a recommendation from
theBoard of Governors.

7.3. LETTER OF CREDIT. WPHLI and other League owners depend upon Owner'sperformance of Owner's promises hereunder. A League
owner's failure to complywith the owner's promises to WPHLI and other League owners subjects WPHLI andother league owners to
substantial expenses. As continuing security forsatisfaction of Owner's obligations, Owner will establish and continuallymaintain an
irrevocable non-expiring (automatically renewing) letter of creditupon terms stated in the Governing Documents to secure Owner's
full performanceof Owner's duties under this Agreement at a federally chartered bank ("Bank")acceptable to WPHLI upon terms
acceptable to WPHLI in the amount of $100,000(the "Letter of Credit") pursuant to the System's then-current standard suchagreement
contained in the Governing Documents as it may be changed from time totime. These terms may include, without limitation, that the
Letter of Creditshall automatically perpetually renew until after Bank has given at least ninetydays prior written notice to WPHLI
that the Letter of Credit is to not berenewed. WPHLI has discretion to make withdrawals from the Letter of Credit fromtime to time

(with the deemed consent of Owner) if and when WPHLI informs Bankthat Owner or Owner's Team is indebted to WPHLI or that WPHLI
intends to pay anydebt from Owner to a third party which Owner has failed to pay. If WPHLI deemsitself insecure, WPHLI may, in
WPHLI's discretion, require Owner to increase theLetter of Credit up to $250,000. If Owner's Arena Contract or other
agreementsrelated to operation of Owner's business require one or more letters of creditin favor of the landlord or other entities,
Owner will always comply with same.

7.4. TRAINING AND ASSISTANCE. WPHLI will provide the instructional andtraining materials used in the initial training program to
Owner without charge.However, Owner is always responsible for all of Owner's and Owner's personnel'sown costs, including all
Personal Expenses, for any training, assistance,seminars, meetings, conferences, etc. WPHLI's additional training and
additionalassistance (after initial opening assistance), is at Owner's expense, namely, atWPHLI's then current published rates,
minimum charges, expenses, and bothOwner's and WPHLI's Personal Expenses. These rates, charges and expenses aresubject to change via
amendments to the Governing Documents. The Training andother events will occur at WPHLI's headquarters or where designated by WPHLI.

7.5. OFFICIATING GAMES. OFFICIATE GAMES. WPHLI shall provide Leagueofficials to officiate at scheduled regular season League
games of Owner's Teamas specified in the Governing Documents at WPHLI's cost. WPHLI shall provideLeague officials to officiate at
scheduled preseason, post-season and all otherscheduled League games which are not regular season games, at Owner's cost.
Anyincrease in WPHLI's cost of providing officials from the effective date of thisAgreement forward shall be reimbursed to WPHLI by
League owners on a pro ratabasis as determined by the Governing Documents.





7.6. ADVERTISING.

7.6.1. LOCAL ADVERTISING. Owner may spend as much money advertisingOwner's Home Team and the League as Owner desires, except that
Owner must spendat least three percent of Owner's Revenue per Owner's prior fiscal year on suchadvertising in Owner's Protected
Territory as set forth in this Agreement andthe Governing Documents. Promotional discounts, coupon reductions and the likeare not
counted as an advertising expenditure. Owner's advertising is subject tothe Governing Documents restrictions which may include,
without limitation,requirements that Owner clearly identify that Owner's promotions, prices, etc.,are only for Owner's Team if this
is true; having Owner's advertising createdand placed through a WPHLI owned or approved media agency (in such event, WPHLImay seek
and retain any commission); to advertise and charge prices within theLeague's pricing policies (which may only be effected by a
formal writtenstatement issued by WPHLI's President), being restricted to Media primarilydirected to

Owner's Protected Territory and
exclusively using the location onthe League's System internet web site allocated by WPHLI; and obtaining WPHLIapproval of sponsors
to Owner and no other web site or internet advertisingexcept as approved by WPHLI in writing.

7.6.2. ADVERTISING ASSOCIATIONS. WPHLI may create one or moreadvertising cooperatives, corporations or groups (each an
"Association") to poolthe advertising monies and efforts of WPHLI and/or owners. Owner's payments toan authorized Association shall
be credited against Owner's local advertisingrequirement, but do not reduce Owner's Advertising Cost duties. WPHLI shall, inits sole
discretion, designate the area covered by any Association (for example,Texas, to share in TEXAS MONTHLY advertising if Texas co-op
members so choose).Each System team is entitled to one vote in each Association of which it is amember, provided it complies with
that Association's rules. WPHLI may structureAssociations to grant WPHLI a veto over expenditures, permit WPHLI to grant anyOwner an
exemption for any length of time from the requirements of membership inand/or the obligation to contribute fully to any Association,
and require theirgoverning documents to include such restrictions as WPHLI deems desirable. Ownershall join such Associations, if
and when established by WPHLI, enter into allgoverning Association documents and fully perform all Association duties,including
paying Owner's pro rata share of all costs, expenses, and outlayslimited to a maximum two percent of Owner's Revenue per Owner's
fiscal year.WPHLI may require Owner or any Association to create and place its local orAssociation advertising through a WPHLI owned
or approved media agency and, insuch event, WPHLI may seek and retain the commission paid by the agency oradvertising's seller.

7.6.3. ADVERTISING FUND. WPHLI may, by ninety days prior writtennotice, create an Advertising Fund, in which event; Owner will
pay WPHLI an"Advertising Contribution" for Advertising Costs of up to three percent ofOwner's Revenue per Owner's fiscal year to
WPHLI. "Advertising Costs" includethe cost of: precursor activities such as surveys, design, layout, legal andadministration
expenses; service mark, trademark and trade dress development,clearance, registration, maintenance and protection; creating,
developing,preparing and testing advertising and promotional materials, marketing andpublic relations personnel or agencies;
distribution and Media placement; taxes;and related expenses. A portion of these amounts may be reimbursements to WPHLIdue to its
internal and external expenses of providing same. WPHLI reserves theright to use Advertising Contributions to fund advertising
co-ops or advertisingin national Media. WPHLI may charge fees and expenses against the AdvertisingFund if it uses an inside or
related agency to create and place advertising.Selection of advertisements, Media and locale for Media placement is at WPHLI's





sole direction. No advertising program can equally benefit all Owners. Nothingherein requires allocation of

advertising costs or
benefits on a pro-rata basis,proportional basis, or otherwise. Owner is not entitled to any specific benefitfrom its Advertising
Contributions. Owner's failure to derive any specificbenefit from the Advertising Contributions is not cause for Owner reducing
orceasing the same. Monies remaining in any Advertising Costs accounts will becarried forward unless WPHLI elects to end any such
account in which event WPHLImay elect to either refund unused money to then current owners who are incompliance with all agreements
with WPHLI or spend it on future advertisingcosts. Advertising Contributions are not Owner investments or assets; theAdvertising
Fund is not a trust fund; WPHLI owes no fiduciary or any otherduties concerning same except as expressly stated in this subsection.
Nointerest accumulates on unused portions thereof in favor of Owner.

7.7. TRANSFER FEE. As a condition of WPHLI granting its consent to anyTransfer, Owner shall reimburse WPHLI for WPHLI's costs and
expenses, including,without limitation, legal and accounting fees, associated with the proposedTransfer. Transfers of more than a
cumulative ten percent or more of Owner'soutstanding equity within any twelve month period or which, alone orcumulatively, effect a
change in control of Owner relative to Owner's originalprincipal controlling entity are conditioned upon payment to WPHLI of
a"Transfer Fee" equal to twenty-five percent of WPHLI's then current Initial Feecharged to new System owners.

7.8. REVENUE. "Revenue" is all monies and benefits received or receivabledue to any business by or for Owner (which term for the
purposes of thisparagraph includes any subsidiary or affiliate of Owner or any other entity inwhich Owner has a legal and beneficial
interest) or Owner's Associated Personsin connection with or due to any part of the System, or Owner's Team. Revenue isdetermined on
a cash basis. Money or benefits received by Owner in exchange forprepayments, coupons or the like issued by Owner are Revenue.
Revenue includes,without limitation, revenue from all ticket sales for games (includingexhibition, regular season and playoff games,
whether against other WPHLI teamsor otherwise), television, radio and other broadcast revenue, revenue from allforms of advertising,
sponsors, revenue from sales of foods, beverages, othergoods and services related to Owner's Team or during games by Owner's
Team(including Owner's revenues from any sales of liquor, beer, wine, tobacco andthe like if applicable), whether in the form of
cash, charge or otherwise, alltransactions for goods, services or intangibles sold, leased, used, delivered orrendered at, through
or related to the System or Owner's Team via cash, credit,barter or otherwise, on or off premises or using in any way any part of
theSystem's Marks, Products, Proprietary Information or other part or item of theSystem, inside or outside of Protected Territory,
business interruptioninsurance payments and any other related benefits. In the case of any non-cashconsideration received by Owner,
Revenue means the fair market value of suchconsideration. Revenue does not include sales taxes and any other taxes whichOwner
separately states, collects from customers, pays to any federal, state,county, municipal or other local taxing authority and is not
entitled torecover, and discounts which WPHLI may in its sole discretion permit from timeto time. Cash refunds made within the time

periods and in compliance with theGoverning Documents' procedures shall be deducted from Revenue. Refunds paid notin compliance with
the Governing Documents' procedures shall not be deducted.Any money or benefit received by Owner or its Associated Persons as
aconsequence of or attributable to any activity which is in breach of thisAgreement is deemed Revenue, without limiting WPHLI's
remedies therefore.Revenue begins to accumulate immediately and is not delayed until the Team's





opening game. Credit transactions (transactions where not all of the agreedpayment is received at the time of delivery) are
deemed complete when thetransaction giving rise to the extension of credit occurs.

7.9. PAYMENT TERMS. The payment due dates for any monies due WPHLI forAssessment Fees, Transfer Fees, Advertising Contributions,
WPHLI's goods,services or otherwise are as set forth in this Agreement and the GoverningDocuments. If no other date is agreed in
writing, payment for goods, servicesand intangibles is due twenty days after the invoice date. Payments must beaccompanied by such
fully and accurately completed standard forms, andphysically received at WPHLI's Headquarters no later than five o'clock p.m. onthe
date due or be received there in U.S. dollars by mail within three daysthereafter, postmarked on or before the date due and be
accompanied by such fulland accurately completed standard forms, receipts, and other documents asprescribed in the Governing
Documents for a transaction of that type. Failure toproperly and timely deliver any payment due WPHLI, whether due under
thisAgreement or any other agreement or obligation, is a material breach of thisAgreement. Owner is absolutely required to make full
payment to WPHLI exactlywhen due in all instances without setoffs due to amounts due from WPHLI andwithout withholding any amount
due to any alleged breach by WPHLI. All past dueamounts bear interest at eighteen percent per annum, or the highest ratepermitted by
law, whichever is less, from the day due until paid. Entitlement tointerest is in addition to WPHLI's other rights and remedies. If
Owner deliversa check which is returned due to insufficient funds or is otherwise not paid,WPHLI may additionally assess a service
charge at the highest amount permittedby law. Upon Owner's failure to punctually pay any obligation due to WPHLI,WPHLI may
accelerate that and any other obligations of Owner to WPHLI, whetherunder this Agreement or any other agreement, making any such
full underlyingobligations immediately due and payable without notice of intent to accelerateor notice of acceleration. The terms of
any transactions between WPHLI and Ownershall be governed by this Agreement and the Governing Documents as it may bechanged from
time to time, except to the extent that the parties may later agreeotherwise in writing. The terms of all sales from WPHLI are fully
prepaid F.O.B.point of shipment unless otherwise agreed in writing. WPHLI may require paymentin advance C.O.D. WPHLI may implement a
program for direct, automatic orotherwise, electronic payment from Owner's primary operating accounts of amountsinvoiced by WPHLI to

Owner. In such event, WPHLI shall only invoice amounts owedby Owner and Owner will always fully cooperate with the program
includingexecuting the System's then-current uniform applicable agreements and financialinstitution agreements, complying with same,
and maintaining sufficient funds inthe accounts to pay such invoices as they come due. Owner will reimburse WPHLIfor all taxes and
levies due on transactions with Owner except for taxes basedon WPHLI's net income.

8. RESTRICTIONS

8.1. BUSINESS. The parties intend by this Agreement to establish therelationship of licensor and licensee, each as an independent
contractor. It isnot the intention of either party to establish a fiduciary relationship, toundertake a joint venture, to make Owner
in any sense an agent, employee,affiliate, associate or partner of WPHLI or to confer on Owner any authority toact in the name of or
on behalf of WPHLI. Day-to-day conduct of Owner's Team andperformance of Owner's employees is controlled solely by Owner and not by
WPHLI.Owner's Team must be on the ice and ready to play according to the Schedule setin the Governing Documents each year, and the
Home Arena must be fully availablefor games according to the Schedule set in the Governing Documents each year,and be fully staffed
by players, management and staff who conform to WPHLI'sperformance, cleanliness and attire standards, all as prescribed in the





Governing Documents. Owner will operate Owner's Team solely for the purposespermitted herein and not enter into agreements that
conflict with Owner'sobligations to WPHLI. Owner will offer the System's full line of activities,goods and services as prescribed in
the Governing Documents. No otheractivities, goods or services, whether for profit or not, shall be offered orsold by Owner's Team,
or, at the Home Arena during League games, or inconnection with any part of the System without WPHLI's prior written approval.Owner
shall limit its use of the System to operating Owner's Team. Non-leagueplay, and off-premises, internet, electronic and catalog-type
sales areprohibited unless authorized in writing by WPHLI. Owner's reputation for creditworthiness is a material part of the System.
Owner will promptly pay allobligations when due, including, without limitation, those to WPHLI, otherSystem owners, System
Associations, employees, agents, landlords, vendors,suppliers, taxing authorities, applicable public or private authority, and
anythird parties who have extended credit to Owner.

8.2. STANDARDS. Owner shall manage Owner's Team in accordance with Owner'sown business judgment subject to the restrictions
herein and the standardsprescribed by WPHLI. Owner recognizes the importance to WPHLI, to other Systemowners and to the public, of
maintaining the standards, qualities and attributesof products and services identified by the System. Owner acknowledges
Owner'sresponsibility to the public and other System owners to maintain the System'sstandards, that Owner

benefits from the
standards and that the standards hereinand in the Governing Documents are reasonable and necessary. Owner agrees tomaintain and
adhere to the standards, procedures and policies set by WPHLI. Thestandards may now or in the future include, without limitation,
requirements,and restrictions for: Owner's Team, Home Arena; the public image designated byWPHLI; Products and their use; use and
protection of Proprietary Information andthe Marks; services, goods, signs, intangibles, supplies; computer hardware,software and
communications; marketing, operations, uniforms, improvements,governmental compliance, suppliers, agreements between teams,
ordering, paying,selling, maintenance, repairs, alterations, replacement, hiring, training, skillstandards, bookkeeping, and all
other matters related to Owner's business.Owner's operations shall never create a threat to public or employee health orsafety.
Owner shall immediately cure such problems upon receipt of writtennotice from WPHLI and shall comply with or timely and
appropriately contest anyhealth or safety order or requirement issued by a competent governmentalauthority concerning same at
Owner's sole expense. The Governing Documents shallbe uniform for all owners in each class of owners, it being understood thatWPHLI
may establish and change classes of owners, though not more often thatonce a year. The Governing Documents are ineffective with
respect to the partiesto the extent the Governing Documents contradict this Agreement. Subject tothese limitations, the Governing
Documents explain and supplement this Agreementand are binding on Owner as if included and incorporated herein. All writtenadditions
and revisions to the Governing Documents by WPHLI become a part of theGoverning Documents, effective on receipt by Owner or
electronic posting byWPHLI on a League website designated for the purpose. WPHLI may change any partor parts of the System and the
Governing Documents, in WPHLI's absolutediscretion, including, without limitation, its System, Marks, Products,Proprietary
Information, fees, expenses, rates, charges and costs, by amendingthe Governing Documents, except that amendments to the Governing
Documents whichare not uniform for Owner's class of WPHLI owners or which are contrary to thisAgreement are ineffective as between
Owner and WPHLI. Owner shall adopt the sameat Owner's sole expense. Owner agrees to use and abide by the GoverningDocuments, and to
not copy or permit them to be copied at any time, without theprior written approval of WPHLI.





8.3. SUPPLIES. Owner shall only acquire, use, offer to sell, and sellProducts, equipment, goods, and services that have been
approved in writing byWPHLI as meeting WPHLI's standards, maintain each in the appropriate manner andin sufficient supply in, and
only deal with suppliers of same who demonstrate toWPHLI's continuing satisfaction an ability to meet WPHLI's standards and havebeen
approved in writing by WPHLI and not thereafter disapproved, all as statedby the Governing Documents. Approval criteria may include,
without limitation,quality controls, capacity to supply System needs, warranties, design,appearance,

reputation, finances,
experience and the System's need for eachapproved supplier to be reasonably assured of doing sufficient business with theSystem.
Owner shall submit a written request to WPHLI if Owner desires topurchase unapproved goods or services or deal with unapproved
suppliers. WPHLImay condition approval on its representatives being permitted to inspect thesupplier's goods, services and
facilities, and that free samples being deliveredfor inspection and testing. WPHLI may from time to time require re-inspection ofthe
goods, services and facilities of any supplier and revoke approval uponfailure to meet any then current criteria. Nothing in the
foregoing requiresWPHLI to approve any particular supplier, goods or services or to disclose anystandards, specifications, or other
information deemed by WPHLI to beconfidential. WPHLI may refuse to approve an alternate supplier if, in WPHLI'sopinion, approval
could adversely affect pricing or availability to other ownersor WPHLI. WPHLI may require Owner to perform substantial changes to
come intocompliance with the System's then current standards. The System uses or may inthe future use, certain Products, equipment,
fixtures, goods, services, andmethods which WPHLI deems to be of value to the System. Because of theimportance of maintaining a
competitive advantage, and maintaining uniformityand reliability concerning certain methods, information, goods, services, etc.,an
exception to all other terms herein is that WPHLI may designate any of thesame as being restricted, keep its specifications secret,
and require Owner touse and sell only such designated items and acquire the same only from specificsources designated in the
Governing Documents. WPHLI may pool purchases ofcertain goods or services by WPHLI owners from one or more designated
suppliers("Supplier Pool"). Owner shall not purchase goods or services subject to aSupplier Pool from a supplier who is not in the
Supplier Pool until and unlessthe supplier has been approved in writing by WPHLI. WPHLI may designate itselfas the sole source of
any good or service. WPHLI (either alone or in conjunctionwith other WPHLI affiliates) may charge fees to suppliers for the right
toparticipate in the Supplier Pool, and may receive for WPHLI's own accountrefunds, rebates and similar incentives from suppliers
and may distributeportions of such monies to WPHLI owners.

8.4. FINANCES AND RECORDS.

8.4.1. FINANCES. Owner shall maintain and employ in connection withits business and operations under this Agreement sufficient
net working capitaland net worth to fully perform Owner's obligations under this Agreement. Uniformsuch standards may be stated in
the Governing Documents. Owner will deliver toWPHLI's Headquarters Owner's draft financial and business plan for Owner's Teamand its
operations for the following year (the "Plan"). The Plan shall projectall estimated revenues and expenses for the next year and
explain from whatsources Owner expects to meet its expenses. WPHLI may either approve the Plan assubmitted by Owner or work with
Owner concerning such revisions as may be agreedupon by WPHLI and Owner, each acting reasonably. In the absence of
agreementconcerning Owner's Plan, the disagreement will be resolved by this Agreement'sdispute resolution process, the goal being a
Plan which fairly balances theinterests of Owner, WPHLI, and the League's other owners, Players and fans

and



Owner WPHLI

recognizes that the League's several teams cooperate in the integrated operationof the League as a single collective enterprise.
Balancing these interests mayproduce a Plan which does not maximize Owner's finances to the detriment of theother stakeholders.
Owner shall operate Owner's Team pursuant to the approvedPlan. WPHLI's approval of the Plan does not comprise any
representation,guarantee or promise by WPHLI concerning anything except that a required act byOwner has been performed. Owner will
not permit any third party to rely uponWPHLI's approval of the Plan.

8.4.2. REPORTING. Subject to such uniform changes as may be made inthe Governing Documents, Owner shall deliver complete and
accurate records toWPHLI as follows: (a) The regular reporting period shall be one calendar monthor such other period as stated in
the Governing Documents (in any case, the"Period"). Within fifteen days of the end of each Period, Owner shall submit toWPHLI a
correct and complete statement of all Revenue for such Period on thereporting forms required in the Governing Documents (the "Period
Report"). ThePeriod Report shall contain all information required thereby and be certified ascorrect by Owner. (b) Within
twenty-five days of the end of each Period, Ownerwill submit to WPHLI a copy of Owner's operating statements for such Period; and

(c) Within ninety days after each fiscal year end, Owner shall submit to WPHLIthe following information as finally adjusted and
reconciled after the close andreview of Owner's books and records for the year, certified as correct by Ownerand, on a review
engagement basis, by an independent certified public accountantretained by Owner: balance sheet, income statement and statement of
source andapplication of funds, prepared in accordance with generally accepted accountingprinciples applied on a basis consistent
with prior fiscal years; and such otherreports, tax returns, and information, including for Owner's Associated Personsor guarantors,
as WPHLI may from time to time require. If Owner understatesOwner's Revenues or monies due to WPHLI for any Period by more than
threepercent then Owner shall immediately pay the amount due and WPHLI's cost ofdiscovering the error, including legal and
accounting fees, and for a full auditof Owner's business by WPHLI's representatives for the prior, immediate and nextfiscal annual
periods. This is in addition to any other remedies WPHLI may have.

8.4.3. RECORDS. Owner will completely and accurately record allbusiness and create, use, keep and submit all records, and reports
according tothe requirements prescribed in the Governing Documents. This may include,without limitation, upon WPHLI's request, Owner
using the System's uniformaccounting system and making reports based thereon so WPHLI, in WPHLI'sdiscretion, can better create and
disseminate summary information, evaluaterelative operating performances, and develop criteria to enable

WPHLI toformulate League
plans and policies. WPHLI's accounting system shall be givenpriority in use by Owner, but is not exclusive of any other accounting
systemOwner may desire to use. WPHLI may require Owner to purchase and use certainprocedures, computer software and hardware, data
transmission, forms, recordkeeping devices, cash registers equipped with recorders and a locked-in grandtotal unit, and to obtain
same from single designated sources, for control anduniformity. WPHLI may disclose portions of any Owner's financial information
insupport of WPHLI's efforts to add additional Owners to the System. Owner shallpermit WPHLI or WPHLI's representatives to enter any
premises of Owner andinspect, sample, copy, photograph, take and test any of Owner's premises,Products, goods, services, items,
books, files, drawers, storage areas, records,computer generated records, electronic memory, bank statements, books ofaccount, tax
returns, files, receipts, and all other things and places relatedto Owner's Team, Home Arena, System business or any business
conducted pursuantto the System or relating in any way to this Agreement; observe Owner's





operations and confer privately with Owner's personnel and customers; allwithout prior notice and at any time. Owner will
immediately fully cooperatewith the same, assist as requested, and instruct all persons to immediatelyfully and truthfully answer
all questions and immediately provide all requesteddocuments and samples without charge. Owner and its Associated Persons
willthemselves and will instruct their suppliers and independent accountants topromptly make all documents and information relating
to Owner or its AssociatedPersons, including, without limitation, original documents and data, workingdocuments, accountant's work
product, tax returns, filings, etc., available forinspection, copying and audit if requested by WPHLI. Owner shall timely deliverto
WPHLI the records on the schedules prescribed in the Governing Documents. IfOwner fails to timely submit any required information,
WPHLI may obtain the sameby audit and investigation at Owner's expense. Owner's maintaining or submittingfalse records is a breach.
Owner's intentional material falsification of recordssubmitted to WPHLI is an Exceptional Breach. If Owner at any time causes
anaudit of Owner's Team to be made, then Owner shall furnish WPHLI with a completecopy of the resulting audited financial
statements, without any cost to WPHLI.

8.4.4. COMPUTER. The Governing Documents may specify uniform computerhardware, software, and communications requirements for all
aspects of Owner'sbusiness and may be modified on ninety days written notice. Owner's computersshall comply with the Governing
Documents' location, operational, recordkeeping, audit, and other requirements. Owner shall: supply WPHLI with allcodes, passwords,
and information necessary to access Owner's computer and notchange them without first notifying WPHLI. This includes, without
limitation,specific hardware and software to enable WPHLI to access all of Owner'scomputers and Team-

related records electronically
at Owner's expense. Anon-limiting example is dial-in computer polling at night. WPHLI may require useof WPHLI's proprietary software
and use of certain software and access anyinformation in Owner's computers. Owner shall pay for any initial or ongoinglicensing fee
for third party software, reimburse WPHLI for WPHLI's expensesrelated to internally or vendor created software or technology, and
Owner's owncosts associated with either the security or hosting of any systems WPHLI mayrequire. If WPHLI bundles WPHLI's third
party software and provides it to Ownerfor use with Owner's business, Owner shall enter the System's then currentlicensee agreements
for same, upon terms consistent with the then currentuniform software license terms stated in the Governing Documents,
whichagreements may require, among other detriments, that Owner pay for same. IfWPHLI believes it is advisable at any time to modify
or discontinue use of anyor all System software or hardware, and/or use additional or substitute softwareor hardware, then Owner is
required to do so without any obligation on WPHLI'spart.

8.5. ETHICAL CONDUCT. Owner will not allow or engage in unsafe, unlawful,deceptive, misleading, or unethical practice, operation,
or advertising; dealfairly and honestly with each customer, player, supplier, vendor and WPHLI;comply with all applicable laws,
ordinances, bonds, orders, regulations, and bylaws of applicable public and private authorities; maintain all necessarypermits and
licenses; and rely solely on its own attorney's and advisor's advicein all matters. Neither Owner nor persons employed by Owner's
Team shall makeany statements or engage in any activity which is detrimental to the good willor reputation of WPHLI, results, or may
reasonably be anticipated to result inlitigation against or public criticism of WPHLI or any employee or agent ofWPHLI; any other
System team or other team's owner, Player, employee, or agent;or the System or any employee or agent of the System. The Governing
Documentsmay implement rules for Owner's resolving, channeling, and reporting adverse



incidents and complaints about Owner's Team, the League, Products, or any aspectof the System. If Owner, any Equity Holder, or
any of Owner's Players,Management personnel, employees, or agents, disrupt or attempt to disrupt thestandard operation of the
System, Owner shall immediately inform WPHLI of same,provide WPHLI with all information WPHLI requests, and thereafter comply
withWPHLI's instructions concerning same, which instructions may include requiringthat the subject person's participation with Owner
and the League immediatelyend. Owner will never threaten to breach this Agreement, repudiate thisAgreement, or indicate to any
entity that the Owner is not bound by it or anypart of the System or challenge WPHLI's sole ownership and enforceability ofWPHLI's
claimed intellectual property rights. Owner specifically represents andagrees that Owner has fully, completely, and honestly
completed the System'sapplication and has provided WPHLI with full, complete and accurate

informationconcerning its background,
financing, assets, debts, business experience andaptitudes. WPHLI's duties are discharged and ended if Owner has not beenentirely
truthful in these regards regardless of performance, reliance or anyother legal doctrines. Owner shall make such disclosures and
sign suchadditional verification documents as WPHLI from time to time deems reasonablynecessary to assure WPHLI of Owner's
continuing performance. Followingexpiration or earlier termination of this Agreement, WPHLI may execute inOwner's name and on
Owner's behalf all documents necessary or advisable inWPHLI's judgment to terminate Owner's use of the Marks and WPHLI is
herebyirrevocably appointed as Owner's attorney to do so. Every power of attorneygranted in this Agreement to WPHLI is coupled with
an interest, shall continueunrevoked and may be exercised during any subsequent legal or other incapacityon Owner's part. Owner will
ratify and confirm in writing that any actions takenby or on behalf of WPHLI in pursuance thereof are valid and effectual.
Owner'sduties set forth in this paragraph are its "Ethical Conduct Duties."

8.6. USE OF GOODWILL.

8.6.1. ADVERTISING. Owner's advertising, marketing and promotionsincluding, without limitation, type, quantity, placement,
timing, choice ofagency, placement of and choice of League logos and marks upon jerseys, helmets,etc., must be within the guidelines
stated in the Governing Documents. WPHLI mayrequire all uniforms, decals, patches, name emblems or the like intended for usewith or
in association with Owner's Team, and all signage related to Owner'sTeam which Owner proposes to use be submitted by Owner to WPHLI
prior to use forWPHLI's written approval, which approval shall not be withheld unreasonably.WPHLI may require advertising placed by
Owner to employ only materials andprograms provided or approved in writing by WPHLI. WPHLI is not required to payfor any of Owner's
advertising. WPHLI may require all or part of Owner'sadvertising to be placed through WPHLI or a WPHLI approved agency.

8.6.2. MEDIA RIGHTS. WPHLI has the exclusive right to enter regionaland national Media contracts for League games. "Media" means
all means by whichinformation is published or communicated including, without limitation, radio,television, internet, billboard,
electronic transmission, newspapers, andmagazines. Owner agrees that for purposes of marketing, advertising, and publicrelations of
WPHLI and WPHLI Products, WPHLI may make, publish, reproduce, anddistribute photographs, video, and other Media images of Owner,
Owner's Team,the Home Arena, the Players, and the Owner's employees and grants WPHLI solefull rights to make, use, reproduce,
distribute, sell, publish, and fullyexploit in good taste photographs, videos and other Media, whether or notcurrently known or
contemplated, utilizing the Team Name, Team Indicia, HomeArena, Owner, employees, players and customers of Owner, on an individual
or

collective basis at no cost to WPHLI. Owner will do whatever is reasonablyneeded or useful for WPHLI to fully use or
commercialize same. Owner willreserve and make available to WPHLI a current or future inventory of arenaadvertising locations and
Media as described in the Governing Documents. WPHLInegotiated national and regional Media agreements may require display and use
ofparticular signs, Media, events, etc., during League games, and Owner shallcomply with same. WPHLI may require Owner or any
Association to create and placeits local or Association advertising through a WPHLI owned or approved Mediaagency and, in such
event, WPHLI may seek and retain the commission paid by theadvertising seller. Owner shall fully participate in and comply with, at
Owner'ssole expense, all credit card, coupon, or similar programs, and marketingprograms WPHLI deems mandatory. These programs may
be implemented in theGoverning Documents.

8.6.3. MERCHANDIZING. WPHLI may determine that merchandising orlicensing using the Marks and the names, logos, personalities,
photos, and thelike, of WPHLI's teams generally will be done through one or more collectiveagreements which delegate some or all
merchandising or licensing through one ormore entities, or the like, which shall be standard agreements for all Leagueteams
generally. Owner shall enter and comply with such agreements. If WPHLI'smerchandising agreements produce net profits, they shall be
allocated betweenWPHLI and participating teams according to formulae and procedures stated in theGoverning Documents. WPHLI does not
represent or promise that this program willbe continued or that its terms will remain constant.

8.6.4. MARKETING. Owner will always announce that it is "independentlyowned and operated" or some similar statement approved in
writing by WPHLI andprominently display a sign to this effect near any Owner's Team facility,including at the Home Arena's main
entrance, and on all contracts, vehicles, anddocuments. Examples: Owner name "Joe Smith" or "Smith, Inc."; Team Name"Grasshoppers,"
trade name at Home Arena "Grasshoppers Stadium"; letterhead,sign at Home Arena main entrance and agreements "Grasshoppers,
independentlyowned and operated by Smith, Inc." or "Smith, Inc. d/b/a Grasshoppers." Ownerwill use only Owner's Team Indicia in
connection with Owner's Team and not usesame except as permitted in the Governing Documents. Except for Owner's TeamName and such
Marks as Owner develops for Owner's Team, Owner will not use anypart of the Marks as part of Owner's corporate name or trade name or
in anyother manner nor make any representations about any part of the System except asshown in the System's stock advertising or
with WPHLI's express written consent.The Governing Documents may implement advertising and marketing restrictions andapproval
processes. The Governing Documents may implement advertising andmarketing restrictions and approval processes. If a League exclusive
agreementis entered with an advertiser for a line of goods or services, for example,without limitation, an official league beer, tax
preparation service, etc.,Owner and Owner's Team will honor the agreement's exclusive scope by notadvertising competitors' goods and
services for the duration of the agreement.Owner's own name or Team Name must be on all licenses, permits, tax returns,stationary,

business cards, invoices, agreements, etc. Owner will seek andobtain WPHLI's written approval for any Team Indicia, including,
withoutlimitation, marks, mascots, uniforms, logos, designs, domain name, symbols, orother indicia prior to commercial production or
public distribution. Owner's ownname or Team Name must be on all licenses, permits, tax returns, stationary,business cards,
invoices, agreements, etc. Owner will seek and obtain WPHLI'swritten approval for any Team Indicia, including, without limitation,
marks,mascots, uniforms, logos, designs, domain name, symbols, or other indicia prior





to commercial production or public distribution. WPHLI may use the System tosell other products or services and may establish or
license different systemswithout providing Owner any rights thereto. Owner shall promptly comply withWPHLI's directives concerning
telephone service, listings and advertisingincluding, without limitation, assigning to WPHLI, upon WPHLI's written request,any
telephone number owned by Owner, and, any telephone number of its AssociatedPersons if same is identified by any of the System's
Marks or used for purposesrelevant to System or Team business. WPHLI may change the System, including,without limitation, its Marks,
Products, and Proprietary Information, byamending the Governing Documents except that amendments to the GoverningDocuments which are
contrary to this Agreement are ineffective. Owner shalladopt same at Owner's sole expense. Owner's Team Indicia and any
intellectualproperty, including, without limitation, copyrights, marks, ideas, goodwill,proprietary information, etc., are assigned
to and solely owned by WPHLI andnon-exclusively licensed to WPHLI to Owner for use with Owner's Team for theduration of this
Agreement. Owner shall obtain and maintain such trademarkregistrations and assumed name registrations for all Marks associated
withOwner's Team as the Governing Documents require or, at WPHLI's election,reimburse WPHLI for WPHLI's cost of same. There shall
not appear in anyadvertising or directory listings for Owner's Team any telephone numbers otherthan telephone numbers identified by
Owner's name or Owner's Team Name.

8.6.5. ENFORCEMENT. Owner will immediately actively assist WPHLIassert, prosecute or defend WPHLI's claimed rights in the System,
permit WPHLIto control any litigation or proceeding thereon, not take any action inderogation thereof, immediately report to WPHLI
any infringements thereof andcooperate fully and execute any papers useful to accomplish these purposes, allat Owner's sole expense.
Owner has no right to make any demands of any thirdparties due to the third party's use of any of the System or Marks or toprosecute
any such claims. Any use of the Owner's Team Indicia or Marks by Owneroutside the scope of this Agreement infringes WPHLI's rights.
Owner agrees thatduring and after the term of this Agreement, the System's intellectual propertyas same is described herein is
exclusively owned by WPHLI, is valid andenforceable, and Owner will never use or infringe same anywhere without WPHLI'swritten

consent, and never contest or assist anyone else contest sch exclusiveownership, validity or enforceability in any forum. The
appearance, design,layout, and decoration of Owner's Team's uniforms, team color combinations,symbols, arena design and indicia
belong exclusively to WPHLI, even if changedfrom that prescribed by WPHLI. Owner has investigated Owner's full trade areaand
verified that none of the Marks are being used there by third parties inways which conflict with Owner's proposed use.

9. RELATIONSHIP.

9.1. INDEPENDENT BUSINESS. Owner is an independent business solelyresponsible for its own management, operations, procurement,
maintenance,facilities, equipment, supplies and waste. Owner is solely responsible for theselection, retention, performance,
nonperformance, hiring, firing, supervision,and evaluation of its personnel and may not rely on WPHLI's suggestion,evaluation or
approval of such persons. WPHLI is in no way responsible for theselection of or the performance, nonperformance, honesty or any
other quality ofOwner's personnel. WPHLI's duty concerning persons approved, trained, orcertified by it, if any, solely comprises
having offered them certain identifiedtraining materials and experiences, and no more. Owner will rely on its ownindependent
judgment concerning personnel, day to day operations and compliancewith all laws, safety standards and practices and not on WPHLI.
This Agreement'sstandards and restrictions relate solely to the parties' rights with respect to



each other and do not control Owner's actions with respect to Owner's customers,employees or other third parties. The
responsibility and authority of WPHLI'spersonnel and advisors with respect to Owner is always limited to giving generaladvice to
Owner concerning the System's standards. WPHLI never has any authorityor power to instruct Owner's employees to do or not do
anything. Owner hasexclusive authority to instruct his employees and sole responsibility forOwner's Team and its operations. An
exception to every Owner's duty to WPHLI isOwner's superior obligation to do all things necessary for public and employeesafety and
to comply with all applicable laws. However, for Owner to rely onthis exemption, Owner must specifically point out any such problem
to WPHLI inwriting, expressly citing this clause, as soon as the problem is apparent andbefore taking any action thereon, unless
time constraints preclude such priorwritten notice, in which case Owner shall inform WPHLI in writing of the problemand Owner's
action in response thereto as soon thereafter as possible. If WPHLIdisagrees with Owner's assessment of the problem or believes the
problem shouldbe dealt with in some other fashion, WPHLI may submit the dispute to thisAgreement's dispute resolution process.
Nothing contained herein shall beconstrued to give WPHLI or any combination of entities the right to controlOwner's prices, except
that the Governing Documents may set guidelines forticket prices for League games, with which Owner

will comply, subject to
Ownerrequesting and obtaining WPHLI's written waiver or any applicable law to thecontrary. Owner agrees to otherwise always
independently set Owner's own prices.This Agreement does not create an agency, partnership, joint venture orfiduciary relationship
between WPHLI and Owner. Owner will not represent itselfas a partner, or employee of WPHLI and will make no promises or
representationsconcerning WPHLI. WPHLI is not liable under any circumstance for any act,omission, contract, debt or any other
obligation of Owner.

9.2. PROPRIETARY INFORMATION. "Proprietary Information" comprises allinformation WPHLI discloses to Owner or Owner creates or
obtains due to Owner'sparticipation in use of the System or Owner's relationship with WPHLI or otherSystem participants, including,
without limitation, the System's GoverningDocuments, training manual, existing or potential Players, staff, products,suppliers,
customers, owners, technology, methods, operations, know-how, andupdates and changes to any of same except to the limited extent
Owner shows samehave entered the public domain. Owner expressly agrees Owner will receivespecialized training and Proprietary
Information pursuant to this Agreement. Anyuse, disclosure, copying or appropriation of Proprietary Information or any partof the
System for any purpose not expressly permitted herein breaches thisAgreement and causes immediate, great and irreparable injury to
the System,WPHLI and other owners. Owner, its successors and assigns, all persons signingwith or for Owner, its Governors, officers,
directors, shareholders, partners,limited partners, holders of a five percent or greater legal or beneficialinterest in Owner, and
those of its employees and agents who have access to anyProprietary Information (collectively "Associated Persons") have a
confidentialrelationship with WPHLI and fiduciary duty to WPHLI concerning WPHLI'sProprietary Information. Proprietary Information
and all documents containingthe same always belong solely to WPHLI and will not be used, disclosed, copiedor appropriated during or
after the duration of this Agreement without WPHLI'sprior written consent. Owner will maintain the Proprietary Information in
thestrictest confidence, not permit any part of it to be reproduced, comply withany confidentiality program implemented in the
Governing Documents and, atWPHLI's request, require all Associated Persons and all employees and agents, tosign confidentiality and
non-competition agreements on WPHLI's then-currentstandard forms and forward duplicate executed originals thereof to WPHLI.
Anydocument received from WPHLI bearing any of the Marks is and always remains





WPHLI's sole property and will not be used, disclosed, copied or appropriatedwithout WPHLI's prior written consent. On
termination, Owner will immediatelydeliver to WPHLI all originals, copies and derivative works of the GoverningDocuments and other
materials containing any Proprietary Information or bearingany of the Marks and not retain any such items

with the exception of
Owner'scopy of this Agreement and documents Owner needs to comply with applicable law.Proprietary Information comprised of a
collection of information is only deemedto be in the public domain if the complete collection of information is found asa whole in
the public domain. If the information is available to the public, butonly in different fragments, then the collection of information
is not in thepublic domain. WPHLI has no adequate remedy at law in the event of any breach orthreatened breach by Owner or its
Associated Persons of this Agreement or anyconfidentiality or non-competition agreement or any confidential relationshipconcerning
Proprietary Information, and is entitled, without showing actualdamages or placing any bond, and in addition to other remedies, to
an immediateinjunction prohibiting any conduct in violation thereof. Owner guarantees thatits Associated Persons, employees, and
agents shall comply with their agreementswith WPHLI.

9.3. BUSINESS RESTRICTIONS. Because of the personal confidence of WPHLI inOwner and its Associated Persons, the training,
investments and disclosures ofWPHLI, and the need for Owner and its Associated Persons to devote their fullattention to the System,
certain restrictions are necessary to induce WPHLI toenter this Agreement. Owner and its Associated Persons will promptly and
fullydisclose to WPHLI all business and marketing information and contacts withexisting or potential team owners, suppliers,
distributors or competitors thatare relevant to the System and will, for the duration of this Agreement andthree years after its
termination: not have a direct or indirect interest in anycapacity (i.e., as an officer, director, partner, investor,
shareholder,employee, agent, lender guarantor, creditor, supplier, landlord, lessor orotherwise) in any nearly identical,
competitive, or similar business located oroperating in whole or part within the Protected Territory, a one hundred mileradius from
Owner's Home Arena, the state where Owner's Home Arena is or waslocated, within any other System Owner's protected territory, or
within anystate a System team or arena is operating or Owner has reason to believe willbegin operating within one year from
termination of this Agreement; whichbusiness is likely to compete, directly or indirectly, with any System team orarena or which
looks like or imitates any part of the System; not employ or seekto employ any person who is or has been employed by WPHLI, any of
WPHLI'saffiliates, or a System team or arena during the preceding six months, orotherwise, directly or indirectly, induce any such
persons to leave theiremployment therewith; not have a direct or indirect interest in any entity withwhom they know or have reason
to know WPHLI was, is, or will be negotiating tosell or license any System right; and not divert or attempt to divert any salesor
customers from WPHLI or any System team or arena, or do any act injurious tothe System's goodwill. These promises expressly survive
expiration, ending,assignment, Transfer and any change in this Agreement. The duration of any timelimited restraint on Owner's post
termination activities will be extended for aperiod of time equal to Owner's breach of the restraint. Owner acknowledges thatbecause
of the unique nature and valuable nature of the System and itsreputation, including related proprietary rights and Owner's knowledge
of andassociation and experience with the System, the provisions of this part arereasonable and

commensurate for protection of the
legitimate business interestsof WPHLI, its affiliates and licensees. This part is independent from the restof this Agreement. Owner
waives any claim or cause of action relating to anyother part of this Agreement as comprising any defense to enforcement of
thispart. If any time period, geographic area or other provision of this part is





held invalid or unenforceable as to Owner, it shall be deemed reformed to thelimited extent necessary to make such provision
enforceable.

9.4. INTELLECTUAL PROPERTY. Owner will promptly make full writtendisclosure to WPHLI of all changes, developments and
improvements reasonablyrelated to the System, and hereby assigns them to WPHLI if made during the lifeof this Agreement or within
one year of this Agreement ending. All intangiblerights and goodwill created for or by use with the System or Owner's Teamincluding,
without limitation, Owner's own marks, trade names, trade dress,personalities, copyrightable works, etc. are always fully assigned
by Owner toWPHLI and belong solely to WPHLI. Owner will additionally execute any documentsWPHLI deems useful to confirm any of the
above and place WPHLI's copyright andother proprietary notices on all such works and copies of the same. At WPHLI'srequest, Owner
will require Owner's Management personnel to sign covenantssimilar to Owners' covenants in this Agreement in a form satisfactory to
WPHLI.Owner agrees that all System, team, arena, player, customer and supplierinformation, records and agreements which are related
to use of the System arepart of the System, owned by WPHLI and shall not be used by Owner aftertermination. If this Agreement is
terminated, Owner may continue to personallyuse intangible improvements made by Owner provided Owner does not representthereby that
Owner is associated with the System or violate Owner's otherobligations to WPHLI. If Owner's intangible improvements are valuable
enough tocause additional distinct fees to be paid to WPHLI by third parties for alicense thereto, WPHLI may apportion one half of
such additional fees to Owner.WPHLI may implement rules concerning and restricting non-local marketing andsales methods such as
internet sales in its Governing Documents.

10. RENEWAL, TRANSFER AND TERMINATION

10.1. PRE-OPENING CANCELLATION. Until the later of Owner becomingenforceably bound to an approved Arena Contract and thirty days
after Owner'sManagement Personnel successfully completing initial training, WPHLI may, in itssole discretion, determine that the
relationship it desires with Owner isunlikely to develop and lawfully cancel this Agreement and all other agreementswith Owner and
be relieved of all duties to Owner by returning to Owner theInitial Fee paid by Owner to WPHLI pursuant to this Agreement, less
WPHLI'sout-of-pocket expenses incurred due to this Agreement. Owner shall be entitledto no remedies

under any causes of action other
than refund of monies paid toWPHLI less WPHLI's expenses as described herein. In the event of pre-openingcancellation, Owner shall
return to WPHLI all materials received from WPHLI andall copies thereof, and not use or disclose any of WPHLI's
ProprietaryInformation, all upon the terms set forth herein.

10.2. RENEWAL. If Owner is in full compliance with this Agreement and hasnot committed any Exceptional Breaches at any time
(other than defaults whichhave been waived in writing by WPHLI), then Owner shall have the right to enterinto a new license
agreement with WPHLI for a further term of ten years("Renewal Term"), commencing immediately after expiration of this
Agreement'sInitial Term, upon the following terms and conditions: Owner must deliverwritten notice to WPHLI of Owner's exercise of
Owner's right of renewal not morethan eighteen months nor less than twelve months prior to expiry of the InitialTerm; Owner shall,
no later than the first day of April of the last year of theinitial term, execute WPHLI's then current form of license agreement;
Ownershall concurrently pay to WPHLI twenty-five percent of WPHLI's then currentinitial fee charged to new owners; Owner provides
evidence satisfactory to WPHLIthat Owner is able to remain in possession of the Home Arena under the Arena





Contract (or renewal or replacement of the Arena Contract) for the duration ofthe Renewal Term on terms satisfactory to WPHLI. If
such Arena Contract termscannot be obtained, then WPHLI and Owner will each use reasonable best effortsto relocate the Home Arena
within the Protected Territory, at Owner's expense.Renewal is subject to Owner, at Owner's sole expense, completing to
WPHLI'ssatisfaction the remodeling, re-equipping, refurbishing, training, acquisitionof new or different Products, signs, equipment,
or services, and other changesrequired by WPHLI to bring Owner's business into compliance with the System'sthen current standards
within six months of WPHLI's notice thereof and Owner'scontinued strict compliance with this Agreement and Governing
Documentsthroughout the prior term. Failure to give proper notice of intent to renew is aknowing waiver of any right to renew. The
terms of the renewal agreement may bematerially different than those herein in all respects, including, withoutlimitation,
additional and greater payments, royalties, and fees. Owner and allof its shareholders and partners thereof must sign the new
agreement and ageneral release of all claims against WPHLI and WPHLI's personnel to obtainrenewal. Uncontested operation without a
written renewal is under the termshereof and is terminable at will by either party upon ninety days writtennotice.

10.3. OWNER'S COMPANY.

10.3.1. INCORPORATION. Owner may incorporate, create a limitedpartnership or other limited liability

organization (collectively
"Company") if:

the Company's articles or other highest governing documents state that Company'sactivities are confined exclusively to operating
one or more licensed businessesin accordance with this Agreement. The Company shall not have more than fifteenshareholders, members
or partners, enter agreements affecting control of theCompany or Owner or permit the number of outstanding shares to be
increased,transferred, impaired or used as collateral without WPHLI's prior writtenconsent. Owner shall deliver to WPHLI updated
copies as changes occur in theCompany's articles, by-laws, minutes, amendments, and the like, and documentswhich identify the
Company's shareholders or partners, shares owned, officersand directors. WPHLI may condition its consent to incorporation on, or at
anytime require, letters of credit, personal guarantees and releases in a formsatisfactory to WPHLI of all owners, partners, and
shareholders for Company'sand Owner's performance hereof. In the event of a disagreement between or amongthe principals, officers,
or stockholders of Owner which, in the opinion ofWPHLI, may affect adversely the ownership, operation, management, business,
orinterest of Owner's Team or WPHLI; WPHLI may give Owner a demand that Ownerresolve the disagreement to WPHLI's satisfaction within
ninety days or suffersame to be deemed a material breach by Owner.

10.3.2. TRANSFER. A material part of the consideration hereof isWPHLI's personal confidence in Owner, the individuals and
entities signing withor for Owner, and the owners of interests in Owner. Neither Owner, nor any ownerof any interest in Owner, shall
directly or indirectly enter into any sale,conveyance, assignment, sublicense, division, delegation, pledge, succession,gift,
encumbrance, option agreement, management, change in voting control orbeneficial ownership, or operating agreement, security
agreement, lien, or anyother act, by operation of law or otherwise, which has or could have the effectof changing any of the
ownership, management or control of Owner, any interestin Owner, any part of the franchised business or any right or duty hereunder
orany substantial part of Owner's assets (collectively, "Transfer") withoutWPHLI's prior written consent. WPHLI has the right to
disapprove any person orentity that would acquire any part of legal or effective control of Owner or anyinterest in Owner. Any
interest in this Agreement is always subject to these



provisions. An attempted or effective unauthorized Transfer is voidable by WPHLIand comprises a general release of all claims
against WPHLI, its affiliates,officers, directors, employees and agents and a breach of this Agreement.WPHLI's consent to any
Transfer shall not constitute a waiver or release of anyclaim, demand, guaranteed action, or cause of action which WPHLI may
havethrough the date of Transfer.

10.3.3. CONDITIONS OF TRANSFER. The following conditions must be metbefore Owner or any owner of any interest in Owner enters any
Transfer: (1)Owner gives sixty days prior written notice thereof to WPHLI. The notice mustidentify what is to be transferred, the
proposed transferee and all terms andconditions thereof. WPHLI has an irrevocable right of first refusal for sixtydays to itself
enter the proposed agreement on like terms or their reasonableequivalent in cash. Any material change in the terms of any offer
comprises anew offer subject to WPHLI's right of first refusal. WPHLI may require depositby the proposed transferee of ten percent
of the total proposed consideration inWPHLI's escrow account during the sixty day period to insure bona fideness. (2)Owner obtains
WPHLI's written approval of the proposed transferees or successors(approval contingent on the transferee personally meeting with
WPHLI at itsHeadquarters, satisfying high financial, business reputation, credit rating,ability and ethical standards, receipt of
all normally required transferee data,meeting WPHLI's then current criteria for new owners and WPHLI determining, inWPHLI's
subjective opinion, which may be unreasonably and arbitrarily exercised,that the proposed transferee is suitable, and providing
WPHLI adequate assurancethat the transferee will likely successfully operate the franchised business andagreeing to, paying for, and
scheduling training for the transferee to operatethe franchised business); (3) All of Owner's obligations under this Agreementand
any other agreements then in effect between WPHLI and Owner are in goodstanding. Owner pays all amounts then due to WPHLI and fully
prepay all notes orother agreements to pay monies over time to WPHLI, entities associated withWPHLI, entities to which WPHLI has
guaranteed payment by Owner, all SystemAssociations and all advertising obligations related to the franchised business;

(4) Owner and transferee execute WPHLI's then current form of assignment of thisAgreement. Additionally, all legal and beneficial
shareholders, partners,members, directors and officers of the transferee shall execute and deliver toWPHLI WPHLI's then current form
of guarantee of all obligations which thetransferee will have to WPHLI. A general release of all claims by Owner againstWPHLI, its
affiliates, officers, directors, employees and agents in a formsatisfactory to WPHLI and guarantee transferee's performance for a
period equalto the remaining term of this Agreement; and (5) The transferee executes WPHLI'sthen current franchise agreement for the
remainder of this Agreement's term andrenewals, which agreement may be materially different than this Agreement,including, without
limitation, additional and greater payments, royalties, feesand contributions, and WPHLI's other then current standard ancillary
agreements,assumption by the transferee of all of Owner's liabilities related to thisAgreement on forms satisfactory to WPHLI and
agreement by transferee to upgradethe franchised business to WPHLI's then current standards and to have transfereeand transferee's
proposed management personnel complete any training WPHLI mayrequire to WPHLI's satisfaction and at transferee's sole expense. (6)
Ownerprovides evidence sufficient to WPHLI that the assignee or transferee has takenan assignment of the Arena Contract or that the
Arena Contract has beenterminated and the proposed assignee or transferee has entered into a new ArenaContract for the Home Arena,

for a term at least equal to the remainder of theTerm (with an option to renew for a renewal term equal to the Renewal Term)
orexercised Renewal Term, as the case may be, and further, the assignee ortransferee, and the Home Arena landlord executes the
Governing Document'sthen-current form Lease Rider for the Arena Contract. If the Transfer effects a





change in control of Owner relative to Owner's original controlling entity ormost recent approved controlling entity, then
WPHLI's approval of the Transfermay be conditioned upon Owner entering into WPHLI's then-current LicenseAgreement with a new
ten-year Initial Term, the new Initial Term beginning uponthe new License Agreement becoming effective.

10.3.4. DEATH OR INCAPACITY. In the event of the death or incapacityof Owner or any person with an interest in Owner (a
"Triggering Event"), Owner'sTeam shall immediately notify WPHLI of same and provide evidence to WPHLI'ssatisfaction that Owner's
Team is continuing to be managed as required by thisAgreement. Failure to continually provide such notice and management is
amaterial breach justifying termination for cause. Within one year of theTriggering Event, the executor, administrator or personal
representative of suchperson shall transfer the subject interest in Owner's Team to a third partyapproved by WPHLI. Any such
Transfer is subject to the same conditions as anyinter vivos Transfer except that if the transferee is a member of such
person'simmediate family, then no Transfer restrictions apply except that the transfereemust execute WPHLI's then current agreement
for this Agreement's remaining term,attend and complete System training to WPHLI's satisfaction, and ensure thatqualified Owner's
Management Personnel actively manage Owner's Team incompliance with this Agreement. WPHLI may terminate this Agreement if
theinterest is not timely disposed. 10.3.5. OFFERINGS BY OWNER. Owner shall submitall proposed advertisements for the sale of
Owner's Team to WPHLI for priorwritten approval. Owner may make public or private offerings of securities orpartnership interests
only with WPHLI's prior written approval, which may bedenied at WPHLI's discretion. The offering shall not imply, by using
WPHLI'smarks or otherwise, that WPHLI is participating in any way with the offering andshall make clear that WPHLI's review is
limited solely to the relationshipbetween WPHLI and Owner. Owner shall submit to WPHLI all materials required forthe offering,
whether the same are submitted to governmental authorities or not,at least sixty days prior to use or filing, and pay WPHLI a
non-refundable feeto reimburse WPHLI for its costs and expenses, including, without limitation,legal and accounting fees, associated
with the proposed offering.

10.3.6. ENCUMBRANCES. Notwithstanding any other provision of thisAgreement, Owner shall not pledge, encumber, hypothecate, or
otherwise give anythird party a security interest in this Agreement in any manner whatsoever,shall not grant, issue or allow any

lien, execution or security interestwhatsoever over any of Owner's tangible or intangible assets, including, withoutlimitation,
machinery, equipment, fixtures, furnishings, leasehold improvements,supplies, Team Indicia, intellectual property, Arena Contract,
etc. withoutWPHLI's prior written consent, which consent may be arbitrarily withheld byWPHLI. WPHLI shall not, however, unreasonably
withhold its consent to Ownergranting such a security interest to a financial institution as security formoneys to be advanced to
Owner for use exclusively in connection with theoperation of Owner's Team. Owner will not grant any ownership right in or allowany
lien, security interest or other encumbrance to be placed against any partor parts of the Symbols without the prior written consent
of WPHLI, whichconsent may be withheld arbitrarily. Upon written request of and at the optionof WPHLI, Owner will exclusively
license, at no cost to the WPHLI, all or anypart or parts of Owner's right, title and interest in and to the Symbols and anyother
intellectual property relating to Owner's Team to WPHLI or to a licensingcompany ("Licensing Company") which WPHLI may incorporate
for the principalpurpose of holding and managing intellectual property of League teams and WPHLISystem licensees. Owner agrees to
enter into a written licensing agreement with





WPHLI or Licensing Company, as the case may be, which will provide fordistribution of profits (or losses) resulting from any
merchandising programsthat WPHLI or Licensing Company, as the case may be, may develop.

10.4. BREACH.

10.4.1. THIRTY-DAY CURE. Maintaining the System's standards, goodwill,Marks, and Proprietary Information is essential for
continued growth andprofitability of the System, protection of other System Owners, and meeting thepublic's expectations of the
System. The terms of this Agreement are reasonableand essential to preserve the interests of all concerned. Upon Owner's breach
ofthis Agreement, WPHLI may pursue any remedy for same, including, withoutlimitation or election of remedies, termination of this
Agreement by deliveringnotice of termination to Owner, subject to Owner's opportunity to cure as setforth herein, if any. Such
termination is deemed to be for good cause andeffective upon the date stated in the notice and according to its terms, unlessOwner
timely cures the breach within the stated cure period or becomes entitledto an extended cure period and timely cures within the
extended cure period.Upon Owner's breach, WPHLI may deliver a notice of intent to terminatespecifying the breach and a date at least
thirty days hence by which Owner mayavoid termination by curing the breach to WPHLI's satisfaction which notice ofintent to
terminate shall become effective without further notice to Owneraccording to its terms if Owner does not timely fully comply with
the cureconditions. If the nature of the breach is such that it cannot be cured withinthe cure period, and Owner promptly takes

diligent steps to cure the breachimmediately upon receiving such notice, promptly informs WPHLI in writing of thesteps Owner is
taking to cure the breach, and diligently continues to do so,then, subject to WPHLI's consent, Owner shall have such additional
period oftime as is reasonably necessary to cure the breach, not to exceed ninety days.Curing a breach includes at least fully
remedying the breach, taking all stepsneeded to prevent the breach from occurring again, providing unconditionalwritten assurance to
WPHLI that the breach will not be repeated, and payingWPHLI and all other non-defaulting entities adversely affected by Owner's
breachall of their damages and attorney's fees caused by the breach, if any. None ofthe foregoing prevents a party from recovering
damages or other relief orexercising any other remedy available to it, in law or equity, as determined bythis Agreement's dispute
resolution process.

10.4.2. TEN-DAY CURE. An express exception to all other proceduresstated herein is that the non-extendable cure period for the
following breachesis ten days from notice: (i) failure to timely pay Owner's obligations toOwner's Players, landlords, suppliers,
taxing authorities, insurers, and WPHLI;and (ii) breach of any other agreement between Owner and WPHLI or any AffiliatedEntity.

10.4.3. EXCEPTIONAL BREACHES. Exceptional Breaches are expressexceptions to all other procedures stated herein. WPHLI may
immediatelyterminate this Agreement due to Exceptional Breaches by delivering writtennotice of termination to Owner without notice
or opportunity to cure specifyingthe defaults, unless WPHLI elects to state a cure period in the notice. Thefollowing are
"Exceptional Breaches:" Owner becomes Insolvent; Owner seriallybreaches this Agreement three or more times in any twelve month
period; Ownerreceives written notice of breach from WPHLI concerning two breaches, and Owneragain commits at least one of the same
breaches within the twelve month period.

10.5. POST-AGREEMENT DUTIES.





10.5.1. GENERALLY. Upon this Agreement's expiration without renewal ortermination by either party, or it otherwise ending, Owner
will assist WPHLI ineither amicably winding up Owner's business conducted pursuant to this Agreementor transferring same to another
at WPHLI's election, including signing alldocuments presented to Owner by WPHLI which are reasonably necessary orconvenient for such
purposes. Additionally, If Owner has any leases, subleases,or other ongoing agreements with WPHLI, WPHLI may lawfully terminate
themwithout any obligation to Owner, any parties hereto, or any third parties. Ownerwill immediately pay WPHLI all monies then due
to WPHLI, including withoutlimitation, Franchise Fees and Advertising Contributions, and fully prepay anynotes or other agreements
to pay monies over time to WPHLI, entities which havea controlling interest in WPHLI or in which

WPHLI has a controlling interest,
orto which WPHLI has guaranteed payment by Owner, irrespective of other termsconcerning time of payment stated anywhere in any
document. If after expirationwithout renewal, termination or other ending of this Agreement, Owner fails orrefuses to comply with
any of the requirements of this Agreement, includingwithout limitation, Owner's continuing obligations, Owner shall reimburse
WPHLIfor all costs and expenses, including attorneys' fees, incurred by WPHLI due toOwner's noncompliance, including any legal
action taken to enforce compliance.If Owner continues to operate the business after termination, Owner shall payall monies to WPHLI
which would have been due if this Agreement were still ineffect, WPHLI's acceptance of such payments not comprising any
waiver,ratification, release or the like. If this Agreement is wrongfully terminated byOwner or lawfully terminated by WPHLI due to
Owner's breach, then Owner shallpay WPHLI as agreed liquidated damages, one-half of the Franchise Fees,Advertising Contributions and
other monies Owner would have likely paid to WPHLIif Owner had fully complied with this Agreement through the end of its
term(Owner's full payment obligations to WPHLI during the last full calendar year ofOwner's operations prior to termination being
applied to each of the yearsremaining in this Agreement's term for calculation purposes) together with allother damages, costs and
expenses, including attorney's fees, incurred by WPHLI.Termination of any material agreement between WPHLI and Owner due to
Owner'sbreach, including, without limitation, other franchise agreements for otherteams, is, at WPHLI's option, good cause for WPHLI
lawfully terminating thisAgreement and any or all of any other agreements WPHLI may have with Ownerwithout any liability by WPHLI to
Owner, any parties hereto, or any thirdparties.

10.5.2. TEAM ASSETS. Three months prior to this Agreement ending dueto its expiration, unless the Agreement has been renewed, or
immediately uponreceipt of any notice of termination or intent to terminate Owner will supplyWPHLI with copies and lists of all
tangible and intangible rights and assetsrelated in any way to operation of Owner's Team and Owner's Team's use of theHome Arena,
specifically including, without limitation, all supplier, vendor,lease, insurance, marketing, internet, customer, employee and other
agreements,address lists, season ticket holder and customer lists, site leases, equipment,inventory, equipment, fixtures, supplies,
furnishings, books, past and currenttax returns, real and personal property, indoor and outdoor signs, telephonelistings, and any
and all other tangible and intangible rights and assets (allcollectively "Property"). WPHLI may, at its sole option, immediately
acquireany, some, or all of the Property until ninety days after Owner supplies WPHLIwith a complete set of such copies and lists,
together with sufficientinformation for WPHLI to calculate the value and acquisition price of all suchitems. Effective upon WPHLI
giving Owner notice of such acquisitions as WPHLIchooses to make, same, all, or none made severally or as a group, Ownerimmediately
ceases to have any rights in the acquired Properties other than forcompensation as stated herein. Such acquisitions immediately vest
all legal,equitable, and beneficial title and rights to the acquired Properties solely in

Owner WPHLI

WPHLI, free and clear of any lien, charge, encumbrance, security interest or thelike not previously approved by WPHLI. Owner will
immediately sign anyassignments or other documents presented by WPHLI which WPHLI deems convenientto giving full useful effect and
benefit to these transfers and will immediatelyassist and permit the acquired Properties to be immediately occupied or removedas
directed by WPHLI. If no price is agreed on for an acquired Property then itsprice shall be the lower of (a) if its value is listed
in Owner's federal incometax returns, the lesser of the depreciated value shown on Owner's last federalincome tax return, or cost
less straight line depreciation over its useful lifefor a period of no more than five years without any allowances as determined
byan independent appraiser selected by WPHLI or, (b) if it is rented or leased,assumption of payment obligations for possession
subsequent to the acquisition,

(c) if an agreement for future performance, possession or use, assumption ofpayment obligations for future receipt of
performance, possession, or usesubsequent to the acquisition; or (d) if inventory or supplies used inconnection with Owner's Team a
price equal to fifty percent of Owner'soriginally invoiced cost thereof if acquired by WPHLI within one year ofdelivery of same to
Owner, twenty-five percent of the originally-invoiced priceif acquired by WPHLI within the two years of delivery to Owner, and ten
percentif acquired by WPHLI thereafter. If none of the above price setting mechanismsare applicable, then the price shall be based
on orderly liquidation value andset by an independent appraiser selected according to this Agreement's disputeresolution process. No
value shall be attributed to goodwill, WPHLI's Marks,agreements with WPHLI, value as a going business, equity, or any
intangibleaddresses or other communications, numbers, or addresses used in connection withOwner's Team, value. As between WPHLI and
Owner, WPHLI shall never be liable forany of Owner's liabilities except future use-based obligations for leaseagreements which WPHLI
acquires, even if WPHLI acquires the entire business.WPHLI shall begin to pay the acquisition prices ninety days after each
suchacquisition right or item is fully delivered by Owner to WPHLI for WPHLI's solefull use, possession, and benefit. Payment of the
purchase price shall be madeby WPHLI to Owner in twenty-four equal consecutive monthly installments, thebeginning payment date being
thirty days after Owner and WPHLI agree upon aprice as set forth herein or thirty days after the price is determined by
thisAgreement's dispute resolution process. WPHLI may set off against such pricesany amounts due from Owner to WPHLI or to any Owner
creditor to which creditorWPHLI applies such funds or has paid any obligation of Owner. All accountspayable and all accounts
currently receivable of Owner's business upontermination belong solely to Owner. If Owner is a corporation, company, orlimited
partnership Owner and all shareholders, members, and partners thereofare deemed to have granted WPHLI an irrevocable option to
purchase any or allshares of Owner's issued or unissued equity interest at par value, or the like,for one year

from the date of
termination.

10.5.3. TELEPHONE AND INTERNET. Rights to any domain name, telephonenumbers, addresses, or other communications, numbers, or
addresses used inconnection with Owner's Team, or the like, which are used by Owner's Team fromtime to time or are associated with
Owner's Team are always held by Owner intrust for WPHLI. WPHLI may at any time require Owner to immediately assign allsuch telephone
numbers, etc., to WPHLI, in which event if Owner is in fullcompliance with this Agreement, WPHLI shall make use of same available to
Ownerand Owner shall pay WPHLI all costs associated with the same. Upon Owner'sMaterial Default, or any notice of termination or any
termination or ending ofthis Agreement, Owner hereby irrevocably authorizes WPHLI to do whatever WPHLIdeems is reasonably necessary
(including executing documents in the name ofOwner) to transfer all rights to some, any, all, or none of same to WPHLI or an





assignee of WPHLI at WPHLI's election. If this Agreement ends for any reason,any or all telephone numbers and internet addresses,
and other communicationaddresses associated with Owner's Team shall be deemed assigned to WPHLI or itsdesignee, the assignment to be
effective if and when WPHLI elects to accept theassignments. WPHLI's assumption of future payment obligations will be the
solepayment therefore. The telephone company, domain registrar, and any court shallaccept this Agreement as conclusive proof of
WPHLI's exclusive right to thetelephone numbers without any interference whatsoever. Further, Owner willitself execute additional
similar documents if the telephone company sorequests. No interrupts or operator messages will be required on telephonenumbers
assigned to WPHLI. WPHLI may elect to not acquire any, some, or alltelephone numbers, and in such event, Owner shall either
discontinue suchnumbers or solely pay for an operator interruption service for one year toinform callers of Owner's disassociation
with WPHLI and of how to contact WPHLIor other System teams for further information. The telephone company is anintended beneficiary
of these provisions. Owner expressly agrees that upontermination, WPHLI may immediately take sole possession of Owner's offices
andfacilities, change any locks and exclude Owner from same, subject to WPHLIthereafter timely electing in writing to acquire or not
acquire any or all ofOwner's personal or real property.

10.5.4. TRADEMARK DISCONTINUANCE. On termination or expiration of thisAgreement, all rights granted to Owner hereunder
immediately terminate. Ownerwill immediately and permanently: cease to represent itself as being associatedwith WPHLI; discontinue
all use of the System, the Marks and any similar marks,logos, or indicia, WPHLI's copyrighted materials and Proprietary
Information.This specifically includes, without limitation, immediately and permanentlyending and removing or modifying signs,

exteriors, interiors, fixtures,furniture, equipment and operations and techniques to completely distinguishimage, operations,
services and goods from the System; causing Owner's governingdocuments and all licenses, permits and contracts to be amended to
delete allparts of the Marks; abiding by all confidentiality, non-competition andnoninterference covenants with WPHLI, end use of
and returning to WPHLI allmaterials provided by WPHLI such as advertising materials and trainingmaterials, trade secrets, and
methods of operation. WPHLI and its agents havethe right to immediately enter any premises where the licensed business wasconducted,
without being guilty of trespass or any other tort, ensure Owner'sobligations on termination are met and effect the above at Owner's
expense.Further, following expiration or earlier termination of this Agreement, if WPHLIsuffers damages because Owner fails to
discontinue forthwith its use of allMarks and all copyrights, trade secrets, systems, methods of operation, formatand goodwill which
are features of the WPHLI System, then in addition to anyother remedy provided in this Agreement or available to WPHLI at law or
inequity, WPHLI shall have the right to recover damages from Owner which arisedirectly or indirectly from such failure to
discontinue. Following expiration orearlier termination of this Agreement, WPHLI may execute in Owner's name and onOwner's behalf
all documents necessary or advisable in WPHLI's judgment toterminate Owner's use of the Marks and WPHLI is hereby irrevocably
appointed asOwner's attorney to do so. Every power of attorney granted in this Agreement iscoupled with an interest, shall continue
unprovoked and may be exercised duringany subsequent legal or other incapacity on Owner's part. Owner will ratify andconfirm in
writing that any actions taken by or on behalf of WPHLI in pursuanceof thereof are valid and effectual.

10.6. BUSINESS CONTINUATION. Owner acknowledges and agrees that in acollective enterprise such as a professional athletic league
that WPHLI, otherowners, numerous players, suppliers, vendors, and fans are in an extremely





co-dependent relationship, the other entities and persons in the collectiveenterprise being dependent upon Owner doing its agreed
part. Because of thisextreme reliance, the remedies needed upon any Owner's default in its promisesmust be immediate and effective.
In the event of WPHLI giving notice to Owner ofa breach of this Agreement, and in addition to any other remedies specifiedherein,
including but not limited to termination, WPHLI may, without waiving anyclaim for default and without prior notice to Owner: (a)
Bring such action forinjunctive or other similar relief to compel Owner to comply with Owner'sobligations; (b) take whatever steps
WPHLI deems necessary to cure Owner'sdefaults for the account of and on behalf of Owner, enter any business premisesof Owner without
being liable to anyone in any way for such entry, for thepurposes of securing the return of WPHLI property, performing or
compellingperformance of Owner's obligations and protecting WPHLI's rights upon expirationor termination of this Agreement; (d) take

immediate possession and control ofOwner's Team, offices, facilities, and related tangible and intangible assets.Payment, ownership,
allocation and resolution of disputes of the same will bedetermined later, in accordance with this Agreement, and WPHLI shall not
beresponsible for any misconduct or negligence pending resolution of payment,ownership, allocation, and resolution of disputes; (e)
sell or lease or concurin selling or leasing the undertakings, property and assets of Owner or any partthereof; (f) make any
arrangement or compromise on Owner's behalf which WPHLIbelieves is expedient; (g) to the full extent permitted by law carry on
orconcur in carrying on the operations of Owner's Team and employ such agents,attorneys, accountants, contractors, employees and
other persons WPHLI thinksproper to repair or renew such of the assets of Owner as may be worn out or lostor otherwise
unserviceable, and raise money on the assets of Owner and chargethe same at such rate or rates of interest and on such terms as
WPHLI thinksfit. To enable WPHLI to exercise the powers granted by this section, at WPHIL'selection, Owner hereby is deemed to have
irrevocably appointed WPHLI to be theOwner's attorney-in-fact for the purpose of exercising any or all of the powersset forth in
this section and executing any deed, conveyance, transfer, bill ofsale or any other instrument necessary to effect a sale,
arrangement orcompromise. The rights and powers conferred by this section supplement and arenot in substitution for any other rights
WPHLI may from time to time have underthis Agreement or otherwise. Owner will pay WPHLI full compensation for WPHLI'scosts, efforts,
and services pursuant to this section. In addition to WPHLI'sother rights, Owner grants WPHLI the right to take possession of and
apossessory lien for payment against Owner's assets until WPHLI is fully paid andall of Owner's duties to WPHLI are fully
discharged. Moneys received by WPHLIpursuant to this section shall be paid to Owner. After discharge of all rents,taxes, rates,
insurance premiums and business affecting Owner's Team and anyrelated additional assets of Owner compensation and reimbursement of
WPHLI; inkeeping liens and charges on Owner's assets in good standing to pay any sums dueunder this Agreement, in payment of any
other amounts Owner is required to payin this Agreement, including to Owner's creditors in exercising its rights underthis section,
WPHLI shall not be deemed to waive any breach by Owner or incurany liability to Owner or any other person. In any receivership or
bankruptcyproceeding brought by WPHLI, Owner is deemed to have consented to the receiverof WPHLI's choice. Owner agrees these terms
are necessary and reasonable toprotect WPHLI, the System and other owners and expressly agrees monetary damageswould be inadequate
to compensate WPHLI for any breach of this Agreement. Owneragrees and acknowledges that any such violation or threatened violation
willcause irreparable injury to WPHLI and that, in addition to any other remediesthat may be available in law, in equity or
otherwise, WPHLI is entitled toinjunctive relief, without bond or other security, against the breach,threatened breach, or the
continuation of breach, without the necessity ofproving actual damages.

Owner WPHLI

10.7. INSOLVENCY. Owner is in default and all rights granted herein toOwner automatically terminate without notice to Owner if
Owner becomes"Insolvent", defined as any of: voluntarily suspending normal businessoperations, or becoming unable to pay debts as
they mature; failing to pay alldebts as they come due; Owner is adjudicated bankrupt or insolvent; a receiver,trustee in bankruptcy,
or other custodian (permanent or temporary) is appointedto take charge of any part of Owner's affairs, assets or property, or any
partthereof is appointed by any court; proceedings for a composition of creditors isinstituted by or against Owner and is not
dismissed within ten days; Owner makesa general assignment for the benefit of creditors; a petition of bankruptcy isfiled by Owner;
a petition in bankruptcy is filed against Owner and is notdismissed within ten days; a final judgment against Owner remains
unsatisfiedfor thirty days (unless a supersedeas bond is filed); Owner is dissolved;execution is levied against any Owner's property
or business; any suit toforeclose any lien or mortgage against the premises or equipment is notdismissed within thirty days; or if
dissolution proceedings are commenced by oragainst Owner and are not dismissed within ten days, Owner ceases its corporateexistence
(whether voluntarily or involuntarily), Owner goes into liquidation,Owner acknowledges insolvency under order of a Court; Owner
sells or purports tosell or transfer or otherwise loses possession or ownership or control of all ora substantial part of the assets
used in connection with the operation ofOwner's Team; Owner allows the personal property used by Owner's Team to becomeattached,
executed against, distrained, levied upon or become subject tosequestration or retainer, without obtaining full release of within
five days;Owner allows any builder's lien or other lien, charge or encumbrance to attachto Owner's Team, or any real or personal
property used by Owner's Team which isfor of more than ten days; Owner allows any judgment to be entered against WPHLIor any of
WPHLI's affiliates arising out of or relating to operation of Owner'sTeam without satisfying such judgment or securing it by payment
into Courtwithin ten days; or Owner or Owner's Team is enjoined from operating in the HomeArena and such injunction is not
dismissed, stayed or set aside within theearlier of ten days or the next scheduled game at the Home Arena.

11. OTHER TERMS

11.1. INSURANCE. WPHLI currently requires all League teams to enter WPHLI'sstandard insurance policy regarding team injuries,
except to the extent same isprecluded by applicable law. Prior to hiring any employees, Owner shall executesame and thereafter shall
timely pay, and fully comply with same. If WPHLI'sstandard team injury insurance is not entered into because same is precluded
byapplicable law, Owner shall obtain equivalent coverage with terms as stated inthe Governing Documents. Prior to doing any business
or entering any otheragreements concerning the licensed business, Owner will obtain and thereaftermaintain at Owner's expense,
insurance coverage at least equal to the minimuminsurance requirements, coverages, and amounts set forth in the GoverningDocuments,
except as prohibited by law. These requirements include, withoutlimitation, naming WPHLI as an additional insured and waiving

subrogationagainst WPHLI together with such insurance as may be required by any law, lease,special risk or as WPHLI may reasonably
require for its or Owner's ownprotection. The insurance policies will include a statement that they cannot becanceled or altered
without at least thirty days written notice to WPHLI andmust be obtained only from insurance companies which meet WPHLI's
standards.Owner will deliver to WPHLI such evidence of insurance and its maintenance asrequired by the Governing Documents. Owner
will not make any claim against WPHLIor any entity performing any duty for WPHLI to recover any loss covered or whichshould have
been covered by such insurance. Owner's obligations are not reduced





because of any insurance WPHLI or Owner may carry, nor will any insurancerelieve Owner of liability under the indemnity
provisions herein. All insurancepolicies shall require the insurers to defend Owner and WPHLI, jointly andseverally and without any
right of subrogation against anyone, in all claims andactions to which the insurance is applicable. WPHLI, at its option, may
obtainsuch insurance and/or make payments necessary to keep such insurance in force ifOwner fails to do so and Owner will
immediately reimburse WPHLI for suchpayments. WPHLI may elect, at any time, upon the recommendation of itsindependent insurance
advisor, to require Owner, either individually or as partof a group of licensees, to place the insurance coverages (or any them)
throughWPHLI, in which case Owner will pay its proportionate share (with other WPHLISystem licensees) of all costs thereof, upon
receiving invoices therefore. Ownerwill pay its proportionate share of internal costs (as invoiced by WPHLI) whichare incurred by
WPHLI from time to time in connection with administration of anyinsurance. Owner agrees WPHLI is not an insurance broker. Nothing
done by WPHLIpursuant to this section or otherwise comprises a representation, promise, orconstitutes an assurance that Owner has
adequate insurance for Owner's assets,business and potential liabilities and Owner is free to obtain additionalinsurance as Owner
sees fit, with or without the advice of Owner's own insurancebroker.

11.2. WARRANTIES. WPHLI believes it has all rights to the System andProducts necessary for WPHLI's performance of WPHLI's
promises to Owner setforth in this Agreement. WPHLI warrants to Owner to repair or replace anyProduct manufactured by WPHLI which is
purchased directly from WPHLI and provesto be defective in workmanship or material, all in accordance with its thencurrent published
warranty policy. THE FOREGOING IS IN LIEU OF ALL EXPRESSWARRANTIES AND REPRESENTATIONS AND ALL IMPLIED WARRANTIES INCLUDING,
WITHOUTLIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANYPARTICULAR PURPOSE. WPHLI MAKES NO OTHER AFFIRMATIONS
OF FACT, PROMISES WHICHARE A BASIS OF THE BARGAIN OR EXPRESS WARRANTIES EXCEPT AS SPECIFICALLY SETFORTH HEREIN. WPHLI makes no
warranties concerning the goods or services ofapproved suppliers whether they be listed as an approved supplier or beotherwise

recommended by WPHLI or concerning goods purchased from WPHLI, butwhich were not manufactured by WPHLI. Such sales are "AS IS" with
respect toWPHLI. WPHLI will assign to Owner any warranties it has received frommanufacturers to the extent contractually permitted.
WPHLI is not liable forconsequential, special, indirect, or incidental damages, transportation, labor,or any other charges due to
any goods or services. All sales, leases, ortransfers of goods or services from WPHLI to Owner are governed by thisAgreement unless
otherwise agreed in writing. Owner has inspected all availablegoods, services and specimens of WPHLI and has found them to be in
completeconformity with this Agreement and Owner's expectations.

11.3. LOCATION RESPONSIBILITY. The Home Arena's location and selection,lease negotiations and plans, layout, build out,
contractor selection, terms,prices, timetables, and all other matters related to the real estate andbuilding at which Owner's Home
Arena will be located (collectively "LocationMatters") are important to Owner's success or failure. Owner is encouraged toconsult
with real estate brokers and experts familiar with Owner's geographicarea. Owner has the most specific information about Owner's
Location Matters andhas sole responsibility for obtaining full information, obtaining and consultingwith Owner's own qualified
advisors, and making Owner's own decisions pertainingto all Location Matters. WPHLI makes no representations or promises concerning





Location Matters, including, without limitation, whether or not the location issuitable, likely to be successful, etc. If WPHLI
provides any Location Mattersinformation, minimum requirements, etc., same are only relevant to System HomeArenas generally being
sufficiently within the System's guidelines to present astandard System image. Owner may not rely upon these or any other
WPHLImaterials, statement, or information about Owner's location or Location Mattersbeing beneficial to Owner. WPHLI does not
represent that same are useful forOwner's location. WPHLI expressly disclaims any representations concerning thesuitability,
appropriateness, usefulness, likely success or failure of Owner'slocation, or any Location Matters. Owner agrees Owner has carefully
inspectedthe Home Arena and its surrounding area, consulted with Owner's own advisors andexperts and believes a WPHLI team arena has
a reasonable potential for successthere. Owner is aware that proper selection is critical to business success.Owner agrees WPHLI's
approval of the Home Arena does not comprise WPHLI'sguarantee or recommendation of the Home Arena, and that Owner is
solelyresponsible for selection and all other aspects of the Home Arena and mattersrelating to it. WPHLI's suggestion or approval of
a location is not arepresentation or guarantee that it will be suitable or successful for Owner orany other aspect of it. No person
employed by or associated with WPHLI hasauthority to make any such representations.

11.4. CLAIMS.

11.4.1. THIRD PARTY CLAIMS. Owner will immediately notify WPHLI inwriting of any suits, threats claims or complaints concerning,
arising from orrelating to the System, Owner's Team, Owner, WPHLI, or any part of or aspect ofthe System, its Marks, employees,
agents, Products or services, together with afull explanation of the situation. Methods of channeling customer
complaints,governmental investigations or publicity about same directly to WPHLI may beimplemented in the Governing Documents. Owner
will actively assist WPHLI toprosecute or defend WPHLI's claimed rights in the System, the assistance beingat Owner's expense, not
take any action in derogation of same, immediatelyreport to WPHLI any infringements thereof and cooperate fully and execute
anypapers useful to accomplish these purposes at Owner's expense. Owner is solelyresponsible for and will defend, indemnify, and
hold WPHLI, its affiliatedcompanies, officers, employees and agents and other System owners harmless fromall damages and expenses
(including, without limitation, attorney's fees andexpenses, and any payments made by WPHLI in satisfaction of
non-frivolouscomplaints), fines, claims, actions, or demands of every kind and character, forinjury to or death of any person or
damage done to any property arising directlyor indirectly or allegedly arising from Owner's or its contractor's,subcontractor's or
their respective employee's or agent's work, offer, sale,lease or transfer of any good or service, regardless of whether or not the
claimarose from acts outside of such business' or person's scope of work oremployment, or Owner's operation of any part of Owner's
Team or the Systemincluding, without limitation, where such injuries, death or damages are causedby the sole, joint, or concurrent
gross or simple negligence of WPHLI, itsofficers or employees. In the event of unresolved customer complaints,litigation, or any
governmental litigation or investigatory request or demandbased in whole or in part upon Owner's alleged acts or failure to act,
WPHLI mayelect, upon giving prior written notice to Owner, to take whatever action WPHLIdeems appropriate in Owner's name to resolve
such matters, including, withoutlimitation, controlling and/or settling claims and litigation, making paymentsin satisfaction of
complaints and agreeing to undertake corrective measures, allin Owner's name and at Owner's expense. WPHLI will use reasonable
judgment





concerning such matters as WPHLI elects to resolve in Owner's name and owesOwner no other duties. Owner is always solely
responsible for its costs,attorney's fees, damages, and settlements. WPHLI may defend against patent,trademark, copyright, unfair
competition claims or the like or instruct Owner toadopt substitutes chosen by WPHLI at Owner's expense.

11.4.2. OFFICIATING CLAIMS. While officiation matters generally areopen for discussion at Board of Governors meetings and Owner
may complain toWPHLI concerning any officiation matter, Owner agrees WPHIL's decisions in thisregard

are binding and final. Owner
acknowledges and accepts the fact thatLeague officials will inherently, from time to time, make mistakes, bad calls,and the like,
but that ultimately officiation requires finality. WPHLI ANDLEAGUE OFFICIALS, ARE EXPRESSLY RELEASED FROM ANY LIABILITY DUE TO ANY
ACT ORFAILURE TO ACT BY ANY LEAGUE OFFICIAL ACTING IN THEIR CAPACITY AS LEAGUEOFFICIALS, REGARDLESS OF WHETHER SAME IS A MISTAKE,
NEGLIGENT, GROSSLYNEGLIGENT, WILLFULLY AND INTENTIONALLY NEGLIGENT, OR THE LIKE. An exception isthat Owner's claims against League
officials are hereby always assigned to WPHLIfor WPHLI to assert or not assert, in WPHLI's absolute discretion, any ultimaterecovery
upon Owner's claim to be assigned by WPHLI back to Owner.

11.4.3. OWNER'S CLAIMS. This Agreement's limitations are reasonableand intended to promote the early disclosure of problems to
permit them to beresolved in a timely manner rather than becoming the basis of expensive, timeconsuming litigation at a later date.
OWNER MUST DELIVER A WRITTEN NOTICE TOWPHLI WITHIN NINETY DAYS OF BEGINNING OPERATIONS UNDER THIS AGREEMENT OF ANYPRE-OPERATIONAL
BREACHES OR MISREPRESENTATIONS OF WPHLI OR IS DEEMED TO HAVEWAIVED THE SAME. OWNER WILL CAREFULLY MONITOR THE ACTIVITIES OF WPHLI
ANDDELIVER A WRITTEN NOTICE TO WPHLI OF ANY OBJECTIONABLE ACT, FAILURE TO ACT,STANDARD OR PRACTICE OF WPHLI WITHIN NINETY DAYS OF
THE FIRST OCCURRENCE THEREOFOR IS DEEMED TO HAVE WAIVED ANY OBJECTION AND CAUSE OF ACTION WITH RESPECTTHERETO AND TO ALL FUTURE
SIMILAR OCCURRENCES. OWNER SHALL FILE A DEMAND FORDISPUTE RESOLUTION AGAINST WPHLI WITHIN TWO YEARS OF THE FIRST OCCURRENCE OF
ANYBREACH OF CONTRACT OR TORTIOUS ACT OF WPHLI INCLUDING, BUT NOT LIMITED TO,FRAUD, MISREPRESENTATION, STATUTORY TORTS, NEGLIGENCE,
PROMISSORY ESTOPPEL ANDALL ACTIONS HOWEVER DENOMINATED OR IS DEEMED TO HAVE WAIVED THE SAME AND ANYOBJECTION TO ALL FUTURE SIMILAR
OCCURRENCES. IF OWNER PURCHASES ANY GOODS ORSERVICES FROM WPHLI, OWNER SHALL DELIVER WRITTEN NOTICE OF ALL DEFAULTS TO WPHLIWITHIN
NINETY DAYS OF DELIVERY. FAILURE TO TIMELY DELIVER SUCH NOTICE COMPRISESAN IRREVOCABLE ACCEPTANCE AND BINDING ADMISSION THAT THE
GOODS AND SERVICESFULLY COMPLY WITH THE ORDER AND ARE FIT FOR THEIR INTENDED PURPOSE. To theextent permitted by applicable law,
neither party shall be liable to the otherfor punitive or exemplary damages. If WPHLI is held liable to Owner for materialbreaches
of this Agreement or for any material acts or failures to act relatedhereto, Owner's sole remedy is liquidated damages consisting of
a credit toOwner of one-third of all Assessment Fees paid by Owner to WPHLI due to theaffected team (in the two years preceding
WPHLI's breach), exclusive of paymentsfor goods or services delivered, during each calendar year of the breachesagainst future
monies to be paid by Owner to WPHLI or, if Owner ceases to be a





League owner, return to Owner of such amount. Exceptions are that Owner's soleremedy, Owner expressly waiving all claims to
monetary or other relief, in theevent (a) any WPHLI entry, possession, or injunction is held wrongful

ordissolved, shall be return
of possession and dissolution of the injunctiverelief, or (b) WPHLI officials' fail to appear to officiate any game or theyotherwise
cause cancellation or disruption of any game, shall be WPHLI providingofficials to the rescheduled game, if any, without expense to
Owner. In theevent of actionable immaterial breaches or wrongs by WPHLI, Owner's actualdamages shall be determined and be credited
against future monies to be paid byOwner to WPHLI. These are Owner's sole and exclusive remedies, are in lieu ofall other relief of
any kind, are reasonable remedies considering the range ofpossible problems, and are adopted to lessen the expense and uncertainty
oflitigation and to promote its early settlement or resolution.

11.4.4. DISPUTE RESOLUTION. ALL DISPUTES BETWEEN THE PARTIES ANDBETWEEN OWNER AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES,
AGENTS, ORASSOCIATED PERSONS AND ANY OF WPHLI'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTSSHALL BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION IN THE COUNTY OF WPHLI'STHEN-CURRENT HEADQUARTERS, in accordance with the American ArbitrationAssociation's ("AAA") then
current Commercial Rules of Arbitration, and begoverned by the Federal Arbitration Act subject to the following exceptions: Inthe
event of a dispute, either party shall deliver a written statement of thedispute together with a demand for mediation to the other
party. The partiesshall attempt to agree upon a mediator and mediation rules. If the parties donot agree upon a mediator and
mediation rules within ten days, the mediationshall be pursuant to the AAA's rules in the county of WPHLI's
then-currentheadquarters, the mediator to be immediately appointed by the AAA and paid forequally by the parties. If the dispute is
not resolved at the mediation, theparties will attempt to agree on an arbitrator or arbitrators and rules ofarbitration. If the
parties do not agree upon arbitrators and rules ofarbitration within ten days after the end of the mediation, the dispute will
beresolved according to the AAA's then-current Commercial Rules of Arbitration inthe county of WPHLI's then-current Headquarters.
The parties may take discoveryin preparation for the arbitration hearing as authorized by the Federal Rules ofCivil Procedure. If
the amount in controversy is two hundred-thousand dollars orless, a single arbitrator shall be used. If the amount in controversy is
greaterthan two hundred-thousand dollars, the panel shall have three arbitrators whoshall appoint one of their members to be a
chairperson to decide allpre-evidentiary hearing matters except for motions for summary judgment and tosolely control the conduct of
the evidentiary hearing. The arbitrator(s) shallbe attorneys with at least ten years substantial business law and
litigationexperience and paid their standard office practice rates for all time spent dueto the arbitration. The parties will submit
a joint pretrial order whichcomplies with the Local Rules of the local federal district court. Evidenceshall be received solely in
accordance with the Federal Rules of Evidence andtestimony transcribed at the request of any party at that party's expense.
Allinformation and copies of information developed due to the arbitration shall beheld in confidence under such protective orders as
the panel deems useful toinsure confidentiality and ultimately delivered to the panel for destruction atthe conclusion of the
controversy, subject to WPHLI's legal disclosurerequirements. In addition to the AAA's standard deposits,

each party shalldeposit,
pay and replenish such amounts as the panel deems appropriate to securethe panel's fees and related costs with the AAA. Failure to
timely make orreplenish any required deposit is a full default by the defaulting party,entitling the non-defaulting party to an
immediate administrative award by theAAA of all relief requested by the non defaulting party without any need forappointment of or
any act of the arbitration panel. If a Fed.R.Civ.P.-type Rule





68 offer is declined, the offered relief shall not be counted in determining theprevailing party if the offered relief is
ultimately awarded. The panel shallotherwise determine the prevailing party. The non-prevailing party shallreimburse the prevailing
party for all AAA and panel fees and related costs (notincluding the parties' attorney's fees). The award shall be strictly
inaccordance with applicable law, and state, "This award is limited to the exactfacts and parties before this panel and is in the
nature of an enforceablesettlement. It is not applicable to any other facts or parties." The arbitrationshall be rapidly completed.
Either party may appeal the award within thirty daysof its entry to the local federal district court (or state district court
iffederal jurisdiction is lacking), for review solely on the arbitration recordand to confirm, modify, correct, reject, or reverse
the award as the judge maydeem proper and necessary in the particular case. Concerning the dispute'smerits, the court will limit its
evidentiary review to the evidence in thearbitration record. In the event of an appeal, each party shall submit proposedfindings of
fact and conclusions of law to the panel within forty-five days ofthe appeal (or of the record being transcribed, if applicable),
and the panelshall prepare findings of fact and conclusions of law for the reviewing court.The district court's judgment is
appealable. An exception to exclusive mediationand arbitration is that temporary judicial injunctive relief or expeditedjudicial
remedies may be obtained by either party pending judicial confirmationof the arbitration award to enforce the terms of this
Agreement; to preventProprietary Information or Marks from being disclosed, misused or not used; toprevent the injury, loss, wasting
or removal of any tangible or intangible assetused in connection with the System's business or to protect public health andsafety
pending judicial confirmation of the arbitration award, or concerningunlawful detainer or eviction, foreclosure of a security
interest or bankruptcycourt claims or the like. Pursuit of such temporary injunctive relief does notcomprise an election of remedies
or waive or impair the parties' agreement toultimately resolve the dispute by arbitration as set forth herein. Failure tocomply with
this Agreement's dispute resolution process or its award or judgmentis a material breach of this Agreement.

11.5. PURCHASE ORDERS. All purchase orders received by WPHLI are subject toacceptance by WPHLI as set forth herein. WPHLI has the
right to not accept neworders and to withhold shipment of accepted orders if Owner is in any way indefault

hereunder, specifically
including, without limitation, failure to payany sum due WPHLI. WPHLI may change prices without advance notice. WPHLI'squotes, price
lists, etc. are invitations to submit orders and no more. Anyprovision included by Owner in any purchase order which is inconsistent
withthis Agreement or WPHLI's standard terms of sale is ineffective. WPHLI is underno obligation to examine Owner's orders except to
determine items and quantity.WPHLI reserves the right to reject any order. Absent a separate written noticeof acceptance only
shipment by WPHLI comprises acceptance of Owner's order andthen only to the extent of goods shipped and no more. All WPHLI's sales
andquotations are subject to this Agreement unless this clause is specificallyreferred to and negated in a subsequent signed
agreement. Additional specificterms and conditions of ordering, shipment, delivery and payment may beimplemented in the Governing
Documents as it may be changed from time to time.Owner's exclusive remedy for all causes relating to delivery, quantity andquality
of goods is for refund of such monies paid for the goods and isconditioned on timely giving notice of rejection, holding the goods
for WPHLI'sinspection and a finding that the goods were defective when delivered. WhileWPHLI will use reasonable efforts to fill
Owner's orders, it can not guaranteethat they will be timely or completely filled or filled in a single shipment asWPHLI does not
now, nor does it plan in the future, to warehouse sufficientgoods to immediately supply all System Owners. WPHLI reserves the right
toallocate scarce goods in its unreserved discretion. Owner agrees it must order





sufficiently in advance of its needs and have adequate stocks on hand to avoidshortages. The duty to avoid these potential
problems is solely Owner's.

11.6. INFLATION ADJUSTMENT. All amounts of money due from Owner to WPHLI orwhich Owner is required to pay, post, escrow, place
with a surety, or in aletter of credit, or to act as a surety for, etc., including, withoutlimitation, the Initial Fee, Assessment
Fee, Letter of Credit, shall be adjustedfor inflation by increasing the amounts by the applicable CPI AdjustmentPercentage. For the
purpose of this Agreement, "CPI" means the "Consumer PriceIndex for All Urban Consumers" published by the Bureau of Labor Statistics
ofthe United States Department of Labor, U.S. City Average, All Items (1982-84 =100) or, if necessary, any other successor or
substitute index (appropriatelyadjusted) published by such Bureau or its successor, and "CPI AdjustmentPercentage" equals the
percentage increase in the CPI from the first day of Juneimmediately after this Agreement is effective until the first day of June
of thethen-current upcoming season. , the adjustment being applicable to payments dueupon the first day of June or thereafter. As a
non-limiting example, if thisAgreement requires Owner to pay $100 to WPHLI and the applicable inflationadjustment is 2.5%, then
Owner shall pay $102.50 to WPHLI. Any delay or failureof WPHLI in computing, billing, or issuing a

statement for this adjustment
shallnot constitute a waiver of or in any way impair the continuing obligation ofOwner to pay such adjusted amounts. If publication
of the CPI is discontinued orpublished less frequently, then the parties shall agree on a substitute indexpublished by a
governmental body or nationally recognized financial institutionthat reasonably reflects and monitors consumer prices. If the
parties are unableto agree on a substitute index, then one will be established by this Agreement'sdispute resolution procedure.

11.7. ACCORD AND SATISFACTION. Payments by Owner to WPHLI of any amountless than due are deemed payments on account regardless of
any endorsement tothe contrary. Endorsing any check or accepting any amount from Owner will notbind WPHLI to such endorsement or any
claim that acceptance was an accord andsatisfaction for less than the full amount due or to any other condition.Payments from Owner
will be applied first to any interest owing to WPHLI andthen to the earliest amounts due WPHLI. If WPHLI's performance of this
Agreementis hindered or prevented by act of God, enactment of legislation or governmentalorder or regulation, lack of supplies,
labor unrest or unavailability,shortages, transportation delays, or unexpected demand, the requirement ofperformance will be
extended, to the extent so prevented, except with respect tothe duty to timely pay monies when due. Owner will not, by way of
set-off orotherwise, whether on the grounds of the alleged non-performance by WPHLI of anyof WPHLI's obligations hereunder, or
otherwise, withhold payment of any amountdue to WPHLI or any Affiliated Entity, whether on account of goods or servicespurchased by
Owner, Assessment Fees, Advertising Fees or otherwise. WPHLI mayset off any amounts Owner owes WPHLI or any Affiliated Entity
against anyamounts WPHLI may owe Owner.

11.8. REPRESENTATIONS. Owner has carefully studied WPHLI's System, thedisclosures made in WPHLI's Offering Circular, and the
terms and conditionsherein. Owner specifically agrees that WPHLI has not represented, promised orimplied that WPHLI will buy back or
is likely to buy back any products, suppliesor equipment or any product made, produced or fabricated by Owner using in wholeor in
part any products, supplies, equipment, or services sold or leased oroffered for sale or lease to Owner by the WPHLI. Owner has been
specificallyadvised that Owner must have enough money on hand to pay all opening expensesand for the period it will take for Owner's
business to become profitable, ifever. Owner represents and promises that Owner is not entering this Agreementfor investment
purposes and has no present intention to sell or transfer this



Agreement in whole or in part, that Owner is sufficiently capitalized and hassufficient capabilities to fund and staff the
business, including during itsstart-up period, and that entry into this Agreement and performance thereunderwill not breach the

terms of any other agreement. WPHLI does not represent orpromise that any specific element of consideration promised or represented byWPHLI to Owner, expressly including, without limitation, any advice,consultation, guidance or the like will be useful or valuable to Owner. Itemsand communications provided by WPHLI to Owner may be provided to benefit theLeague generally rather than Owner specifically. Owner represents and promisesthat Owner is and will remain financially able to make all payments needed toopen and maintain the franchised business as required herein. Owner hascarefully examined the System's business, the System's operations and products,samples of its products, all material aspects of the System, and Owner'sproposed Protected Territory and agrees that same comply with this Agreement,all representations and promises, and Owner's expectations. Owner and allpersons signing with or for it hereby release WPHLI, its officers, directors,employees and agents from any known or unknown acts, breaches, or causes ofaction occurring prior to this Agreement in exchange for WPHLI's grant of rightsherein. Owner acknowledges and agrees that its sales and earnings, if any, willbe primarily determined by demand in Owner's Protected Territory, the efficiencywith which Owner operates its business, competition, its efforts and itsbusiness skills; that markups, costs and sales volumes are different at everybusiness and are subject to fluctuations and; that Owner's actual sales margins,profits, losses, etc. may differ substantially from any figures it may have seenfrom any source. Owner and all persons signing with, for or in support of Owneracknowledge that they have conducted an independent investigation of the System,this business venture, and Owner's trade area. Based upon same, they havethemselves decided that the business venture has a fair prospect of success,acknowledge that it has a risk of failing and accept that risk. WPHLI hasencouraged Owner to, Owner has had ample time to, and Owner has in factconsulted with lawyers and business advisors of Owner's own choosing about thepotential benefits, detriments and risks of this Agreement.

11.9. SUBSTITUTE PERFORMANCE. WPHLI has the right, but not the obligation,to elect to perform any parts of this Agreement on Owner's behalf, including theright to enter and remove, modify, alter, repair or replace any item or aspectof the franchised business which does not meet the System's then currentstandards. Owner shall immediately pay WPHLI its costs and expenses therefore.Performance by WPHLI does not waive any claim WPHLI may have against Owner. IfWPHLI asserts Owner has materially breached this Agreement WPHLI may elect toimmediately exclude Owner from any or all of the Home Arena, Team offices, andother Team facilities and take full control of any or all of same, either inWPHLI's own name to protect WPHLI's interests or, at WPHLI's election, asOwner's trustee as long as reasonably needed to obtain a final bindingresolution of the issue, whether by judicial action, arbitration or otherwise,take any action WPHLI deems useful to cure the breaches and charge a reasonablefee for WPHLI's time and expenses. WPHLI has no liability for such acts ormanagement unless Owner shows the same was maliciously done by WPHLI.

11.10. AUTHORITY AND GUARANTY. At WPHLI's request Owner will provide proofthat the individuals signing on its behalf have authority to do so. Each personsigning for Owner warrants that he or she has full authority to sign

asindicated. Owner hereby grants
WPHLI a security interest in Owner's Team,franchise rights, business, all real, personal and intangible property,fixtures,
inventory, receivables, equipment, signs or documents bearing any partof the Marks, after acquired property and all proceeds of any
collateral tosecure Owner's obligations hereunder. Owner will execute all other security





agreements and documents useful to further or perfect this security interestincluding, without limitation, UCC-1 forms. Owner
shall not remove any of thesecured property from the premises without WPHLI's written consent, which shallnot be unreasonably
denied. Each individual who now or in the future has adirect or indirect five percent or greater equity interest in Owner is
an"Equity Holder." Owner promises Owner will have each of Owner's Equity Holderssign this Agreement as guarantors where indicated.
Each Equity Holder orindividual signing as a guarantor of Owner's performance hereunder individuallyaccepts all restrictions herein
on Owner as binding himself or herselfpersonally; unconditionally guarantees Owner's full performance hereof and fulltimely payment
of any obligations Owner may otherwise later incur to WPHLI;waives notice of acceptance of this guarantee, any right to require
WPHLI toproceed against Owner, pursue any remedy, sue any party, give any notice ofintent to accelerate, acceleration or otherwise
and any requirement that WPHLInot alter, extend, release, rearrange, or substitute in whole or in part anydebt, terms or security
and always subordinates any rights with Equity Holder orindividual may have to Owner's assets to WPHLI's claims. At WPHLI's
request,Owner shall have all relevant documents which have been executed by any EquityHolder or other individual who signed as a
guarantor of Owner's performance alsoexecuted by the Equity Holder or individual's spouse, including, withoutlimitation, Owner's
then-current License Agreement and then-current guaranteesof Owner's performance hereunder, and Owner shall deliver such
spouse-executeddocuments to WPHLI. If Owner is comprised of two or more persons, firms orcorporations, then their liability under
this Agreement shall be joint andseveral. If other or additional guarantee or subordination agreements areentered into by Owner's
Equity Holders or other individuals, such agreementsshall supplement and not release anyone from any of the terms of this
Agreementand, to the extent such other agreements are inconsistent with this Agreement,the terms most beneficial to WPHLI shall
apply.

11.11. CHANGES AND VARIANCES. Owner's Team co-exists with other Systemteams and may have favorable or unfavorable interactions
with the other Systemteams. Advertising Associations are discussed above. The spectrum and specificsof such interactions are
currently unknowable and inappropriate for detailedtreatment in this Agreement. WPHLI is specifically empowered to prescribeuniform
rules for such interactions in the Governing Documents and Owner shallcomply with the same. WPHLI

may designate some programs, goods
or services asoptional for certain qualified owners. To be a qualified owner, Owner must be infull compliance with all agreements
with WPHLI and comply with such additionalrequirements, such as training, marketing, insurance, inventory, and equipmentas WPHLI
designates. Not more than once every five years WPHLI may require Ownerto perform substantial changes, remodeling, replacement, and
refurbishment ofthe Team's facilities, its equipment, fixtures, decor, furnishings, etc. tobring same into compliance with the
System's then current standards, all subjectto the Arena Contract. WPHLI may at any time elect to eliminate, relax or notenforce any
standard restriction or requirement. Any such change must be made byWPHLI in writing for Owner to rely on same, all such changes
being revocable.Other teams may enter or leave the League under different circumstances,conditions and terms. Other owners may
operate under different agreements whichmay have materially different terms, exceptions, or variances than Owner'sAgreement and that
such other owners and teams may benefit from same. These donot affect Owner.

11.12. CONSENT TO JOINT OPERATING AGREEMENT. Owner acknowledges Owner'sawareness of the Joint Operating Agreement ("JOA") between
WPHLI and the Central



Owner WPHLI

Hockey League, Inc. and the JOA's terms, consents to it as if set forth herein,and agrees its continued existence upon its
current terms or revised terms isnot promised or represented and is not a condition of this Agreement. If the JOAmaterially changes
or ends, the parties remain bound under this Agreement.

12. INTERPRETATION

12.1. ENTIRE AGREEMENT. This Agreement, its exhibits and the GoverningDocuments, as the Governing Documents may be revised from
time to time aspermitted herein, comprise the entire agreement of the parties and supersede allprior representations and agreements
with respect to its subject matter. Nopromises or representations have been made to induce execution hereof which arenot included.
This Agreement may not be amended or waived and no representationsmay be made by WPHLI, except as set forth herein or in writing
signed by WPHLI.All rights and licenses granted by WPHLI are expressly limited, nonexclusivegrants solely within the parameters
expressly stated herein and without anyexpansion by implication, waiver, course of performance, or the like. Norepresentations;
grants; obligations; warranties; rights to use, sell, copy ordisplay any part of the System, its Marks, documents, know-how, patent
rights,Proprietary Information or any other tangible or intangible thing or service;duties or limitations shall be implied against
WPHLI unless expressly statedherein. WPHLI's grants, promises, representations, and warranties arenon-exclusive, limited to the
grants, promises, representations, and warrantieswhich are expressly stated herein and do not include any

implied grants,promises,
representations, or warranties. No approval, permission, or waivergiven by WPHLI is ever effective, and same never shall be relied
upon by Owner,unless it is in a writing signed by an individual at WPHLI who has expresswritten authority to commit WPHLI to same.
Owner agrees to obtain WPHLI'swritten confirmation of any non-written approval, permission, or waiver beforeOwner relies on same and
to never assert reliance upon any unwritten approval,permission or waiver. Any approval, permission or waiver requested of WPHLI
isdeemed denied if not timely expressly granted. The parties will each execute anddeliver such further documents or assurances and
perform such further acts asmay be necessary or advisable from time to time to give full effect to thisAgreement including, but not
limited to, all documents required by the GoverningDocuments.

12.2. WAIVERS. Owner shall make a timely written request to WPHLI wheneverthis Agreement requires WPHLI's approval. WPHLI's
approval must be in writing tobe effective and relied upon by Owner. WPHLI assumes no liability or obligationand makes no
representation or warranty by denying, granting, or providing anywaiver, approval, advice, consent or suggestions to Owner or for
any neglect,delay or denial of any requests therefore. Failure of WPHLI to exercise anyright, power or option or to insist on strict
compliance with the terms hereofwill not comprise a waiver with respect to any other or subsequent breach of thesame or different
nature nor a waiver of WPHLI's right to at any time requireexact and strict compliance with all terms hereof and declare any breach
ordefault. No custom or practice waives WPHLI's right to demand exact compliancewith this Agreement. WPHLI's rights and remedies
herein are cumulative with anyother rights or remedies which may be granted by law or equity. It is expresslyagreed that the
description of any breach or default in any notice by WPHLI,including, without limitation, a notice of termination, will not
preclude thelater assertion of other additional defaults or breaches, whether known orunknown at the time of the notice. Subsequent
acceptance by WPHLI of anypayments or performance is not a waiver of any preceding breach by Owner. WPHLIreserves the right, from
time to time, to waive observance or performance of thewhole or any part of an obligation imposed on Owner by this Agreement. No
waiver





of any default of any term, proviso, covenant or condition of this Agreement byWPHLI constitutes a waiver by WPHLI of any prior,
concurrent or subsequentdefault of the same or any other term, proviso, covenant or condition hereof.

12.3. MATERIALITY. Owner expressly agrees that each detail of the System isimportant and each term herein is reasonable and
necessary for the protection ofWPHLI, other Owners and consumers who rely on the uniformity, standards, andenforcement of the System
to maintain demand for the System's Products andservices and protect its goodwill. WPHLI's duties are

expressly contingent onOwner's
strict compliance with all terms of this Agreement. Any breach by Ownerof this Agreement is deemed a material and substantial
breach. Time is of theessence. Because of WPHLI's and other League owners' reliance upon owner'sstrict compliance with the details
of scheduled games and Owner's otherpromises, force majeure, impossibility, unexpected difficulty, and the like, donot excuse any
failure or delay in Owner's timely performance of Owner's duties.If Owner anticipates any such failure or delay in Owner's timely
performance,Owner shall immediately inform WPHLI of same. WPHLI may, in WPHLI's discretion,elect to waive, excuse, or delay any
League owner's performance without sameextending any rights to any other League owner. Calendar time periods hereinwill be from the
initial day to a like day in the named period (i.e., one monthand one year, respectively, from March 3, 2008, are April 3, 2008, and
March 3,2009).

12.4. SURVIVABILITY. All terms herein concerning payment, confidentiality,Marks, nondisclosure, acquisition of assets,
Proprietary Information,non-competition, arbitration, and all other terms, post-termination assignments,promises of cooperation, and
the like, which express or imply that they areintended to survive this Agreement's Transfer, end, expiration or termination,shall
survive same unless this clause is particularly and expressly identifiedin a separate signed document. Owner expressly agrees that
neither terminationnor the existence of claims by Owner against WPHLI is any defense to WPHLI'simmediate enforcement of Owner's
promises herein and that Owner's promisesherein are covenants independent of any other portions of this Agreement.

12.5. GOVERNING LAW. This Agreement is deemed made and performable in thecounty of WPHLI's then-current Headquarters. Owner is
deliberately causing WPHLIto undertake activities and incur expenses at WPHLI's then-current Headquarters,is aware that substantial
supervision and other activities will occur andcontinue to occur there due to this Agreement, will direct Owner's payments
andcommunications there, and has and will develop a substantial and continuingrelationship with WPHLI there. TO OBTAIN THE CERTAINTY
OF A SINGLE FORUM, ANYJUDICIAL ACTION BROUGHT BY OWNER OR ANY OF OWNER'S ASSOCIATED PERSONS CONCERNINGANY DISPUTE BETWEEN THE
PARTIES OR AGAINST ANY PERSON OR ENTITY AFFILIATED WITHWPHLI WILL ONLY BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN
THEJUDICIAL DISTRICT ENCOMPASSING WPHLI'S HEADQUARTERS AT THE TIME WRITTEN NOTICEOF THE DISPUTE IS RECEIVED AND SHALL NOT BE
TRANSFERRED TO ANY COURT OUTSIDE OFTHAT JUDICIAL DISTRICT. These courts have personal jurisdiction over all thesignatories and
guarantors of this Agreement hereto, venue is proper there andall parties waive all objections to venue and personal jurisdiction
there. Ownerand those signing with and for it hereby appoint the Secretary of State of theState of WPHLI's headquarters as an agent
for service of process to receive anysummons or service of process. The judgments and orders of these courts will beenforced by any
court as if the same had originally issued there. WPHLI mayelect to seek judicial relief in any forum anywhere. THIS AGREEMENT AND

Owner WPHLI

RELATIONSHIP WILL BE CONSTRUED AND GOVERNED SOLELY BY THE INTERNAL LAW OF THESTATE OF WPHLI'S HEADQUARTERS AT THE TIME THIS AGREEMENT IS ENTERED INTO, EXCEPTTO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, OR OTHER APPLICABLEFEDERAL LAW AND EXCEPT AS EXPRESSLY SET FORTH OTHERWISE HEREIN, without regardto any conflict of law rules, except that if a particular statute of anotherstate is nevertheless held to apply, then such particular statute shall apply toits subject matter exclusively (and not the WPHLI home state correspondingstatute), and that if any provision herein which is not enforceable under thelaw of WPHLI's state shall be construed and governed under the laws of the statein which Owner's Home Arena is located if it would be enforceable under the lawsof that state. Owner will indemnify and hold WPHLI harmless for all costs,expenses, or losses incurred by WPHLI in enforcing this Agreement or upholdingthe propriety of any action or determination by WPHLI relative to Owner orarising from Owner's breach or failure to perform any obligation hereunder,including without limitation, reasonable attorney's fees and expenses, includingcompensation for the time of WPHLI's in-house attorneys in connection with anypre-litigation, arbitration or litigation work thereon, unless Owner shall befinally determined to have fully complied with this Agreement.

12.6. CONSUMER RIGHTS WAIVER. AFTER CONSULTATION WITH AN ATTORNEY OF ITSOWN SELECTION, OWNER VOLUNTARILY WAIVES ITS RIGHTS UNDER LAW THAT GIVESPURCHASERS OR CONSUMERS SPECIAL RIGHTS OR PROTECTIONS, INCLUDING, WITHOUTLIMITATION, THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41ET SEQ., TEXAS BUSINESS & COMMERCE CODE.

12.7. CONSTRUCTION. Capitalized terms are defined in this Agreement wherethey appear in quotation marks and have no other meaning, and shall not for anypurpose be deemed a part of this Agreement. Terms such as "League", "affiliate","nominee" "Owner," etc. are applicable to one or more persons, firms,corporations or other entities and the singular number shall include the plural,and the masculine gender shall include the feminine and neuter, and vice versaas is appropriate in context. "Affiliate" means a company that is affiliatedwith another company because one of them is the subsidiary of the other, or bothare subsidiaries of the same company, or each of them is controlled by the sameperson, firm or company, all whether the relationship is direct or therelationship is indirect through intermediary entities. "Person," whether or notcapitalized herein, means both individual people and also entities of any kind.All monetary amounts are expressed in United States of America currency.References to this "Agreement" include its future then-current GoverningDocuments to the extent same do not contradict this Agreement and is uniform forOwner's designated class of licensees. Recitals herein are contractualobligations. Wherever WPHLI is given discretion by the use of "discretion,""consent," "may" or other permissive wording, WPHLI has absolute, unfettered,and unreasonable discretion, unless

expressly provided to the contrary. Whenever the word "including" is used, the term is used without limitation unless expressly stated otherwise, i.e., "including" means "including, without limitation." Whenever in this Agreement WPHLI is to provide advice or guidance to Owner concerning the System's standards or use of the System's standards, or the like, no benefit or advantage is thereby promised or represented to Owner except that WPHLI's advice or guidance will provide such information to Owner. Owner's compliance with the System's standards may or may not be beneficial or advantageous to Owner. The language of this Agreement will otherwise be construed according to its fair meaning and not for or against either party. All





words refer to whatever number or gender the context requires. Headings are for reference purposes only and do not affect or control interpretation in any way. This Agreement and all transactions hereunder shall be construed, interpreted and implemented in English. The rights and remedies contained in this Agreement and any other agreements between the parties are cumulative and no exercise or enforcement of any right or remedy by WPHLI shall preclude WPHLI's exercise or enforcement of any other right or remedy to which WPHLI is otherwise entitled by law or equity.

12.8. SAVINGS CLAUSE. This Agreement shall be construed, interpreted and reformed to avoid violating any applicable law, and to preserve its intent to the fullest possible extent. If any statute, law, by-law, ordinance or regulation promulgated by any competent authority with jurisdiction over any part of this Agreement or Owner's Team or any court order pertaining to this Agreement requires a longer or different notice period than that specified herein, the notice period herein shall automatically be deemed to be amended so as to conform with the minimum requirements of such statute, law, by-law, ordinance, regulation or court order. The unenforceability of any part, segment, or clause hereof will not affect the validity of the remaining portions hereof as the parties would have executed the remaining portions of this Agreement without such portions as may be invalid except that if any portions relating to restrictions on Owner or Owner's payments to WPHLI are finally determined to be unenforceable, WPHLI may elect to terminate this Agreement. Owner expressly agrees to be bound to the maximum extent permitted by law, as if separately set forth herein, with respect to any remaining reformed part of this Agreement if it is held to be unenforceable as written. In the event of legislation, government regulation, or changes in circumstances beyond the control of WPHLI that materially affects the relationship between WPHLI and the Owner, WPHLI shall have the right to reform and modify this Agreement to the limited extent reasonably needed to both adapt the Agreement to the changed circumstances and preserve the parties' original intent as expressed herein to the greatest extent possible. The parties do not intend to charge usurious rates of interest. If applicable law determines any obligation, charge

or payment to be an unlawfulcharge or overcharge of interest, such obligation, charge or payment isautomatically reduced to the
maximum lawful rate, the excess to be refunded ifalready paid, the repayment comprising a complete remedy.

12.9. THIRD PARTIES. The parties do not intend this Agreement to confer anybenefit on any entity other than Owner and WPHLI
except as is otherwiseexpressly stated herein. WPHLI's "Affiliated Entities" include WPHLI'S currentand future Affiliates,
including, but not limited to Global EntertainmentCorporation ("GEC"); Encore Facility Management; International ColiseumsCompany;
Global Entertainment Ticketing d/b/a GetTix; Global EntertainmentMarketing Systems, Inc. ("G.E.M.S."); Cragar Industries, Inc..
AffiliatedEntities are not responsible for WPHLI's obligations. Owner is aware thatWPHLI's Affiliated Entities offer goods and
services in this line of commerceand to other WPHLI owners and may have business dealings with Owner. If Ownerdoes business with any
such entities, Owner expects such entities to havediscretion to act in accordance with each entity's own best interests or not.
Asnon-limiting examples, if Owner elects to lease an arena, engage arenamanagement services, obtain ticketing services, or pursue
marketing through oneor more Affiliated Entities, then such entities may each make its own best dealwith Owner and act in accordance
with its own best interests, or not, at eachsuch entity's discretion regardless of Owner's relationship with WPHLI or anyAffiliated
Entities. Owner does not expect and is not entitled to have WPHLI useWPHLI's association with Affiliated Entities to cause WPHLI or
any Affiliated





Entities to act against their own best interests. If Owner does business withAffiliated Entities, and has a dispute concerning
same, Owner expressly agreesto look solely to the single such entity whose relationship with Owner is therelationship most material
to the subject matter of the dispute for all reliefand compensation. Owner has no right of defense, set off, or the like,
againstWPHLI due to any dispute or relationship Owner has with any Affiliated Entity,or vice versa. As non-limiting examples: If
Owner leases Owner's Home Arena froman Affiliated Entity and Owner develops complaints relating to the Home Arena,then all of
Owner's complaints about the Home Arena lie solely against the HomeArena leasing Affiliated Entity and do not lie against WPHLI or
any otherAffiliated Entity; and, if Owner develops complaints about any WPHLI acts orfailures to act, then all of Owner's complaints
concerning same lie solelyagainst WPHLI and do not lie against any Affiliated Entity. This waiverincludes, without limitation, any
complaints of joint action by WPHLI andAffiliated Entities or between Affiliated Entities, however same may bedenominated. All
claims against WPHLI and Affiliated Entities expressly notpermitted herein are expressly excluded. These limitations are a material
partof this Agreement, as WPHLI would otherwise need to charge Owner a higher fee toprovide site-

specific services and
responsibilities, to undertake the additionalrisks involved in same, and incur the additional risks arising from Owner doingbusiness
with Affiliated Entities. An express exception is that WPHLI andAffiliated Entities may transfer and assert any monetary obligations
owed fromWPHLI or Affiliated Entities to Owner, or vice versa, upon written notice toOwner of same. Owner is not entitled to the
benefit of any agreement betweenWPHLI and any other entity unless the agreement specifically grants rights toOwner by name and
expressly states that Owner is an intended third partybeneficiary of same. If WPHLI acquires, is acquired by, merges with, or in
anyother manner joins or expands WPHLI's operations with another entity(collectively, "Expansion"), and the Expansion arguably
causes a breach orimpairment of rights granted by this Agreement to Owner, then the parties shalluse this Agreement's dispute
resolution process to determine if the breach orimpairment is material or immaterial. If immaterial, i.e., an adverse annualeffect
on Owner's net profits of less than one hundred thousand dollars, thematter shall be deemed excused. If material, then WPHLI shall
have the option of

(a) paying to Owner the adverse effect on Owner's net profits for three yearsfrom the event as Owner's full and sole remedy, or
(b) releasing Owner from thisAgreement as Owner's full and sole remedy. This Agreement inures to thesuccessors and assigns of WPHLI.
WPHLI has the right to transfer or assign thisAgreement in whole or in part. If WPHLI's assignee assumes all obligations ofWPHLI
hereunder, the assignment releases WPHLI from all obligations andliabilities to Owner, is without any Owner recourse to WPHLI, and
Owner shallpromptly execute a general release of WPHLI and WPHLI's affiliates from allclaims under this Agreement.

12.10. OTHER AGREEMENTS. This Agreement requires Owner to execute certainother agreements found in the Governing Documents.
Without limiting Owner'sduties in this regard as set forth herein, Owner's rights and continued rightsherein are subject to Owner
timely delivering to WPHLI fully executed copies ofthe following agreements together with this Agreement: (1) Exhibits A and B
ofthis Agreement; (2) Guarantee Subordination Agreement, (3) Team SymbolsLicensing Agreement, (4) Franchise Disclosure
Questionnaire. Within ten days ofthis Agreement becoming effective, Owner will deliver to WPHLI a complete set ofOwner's governing
documents, partnership agreements, corporate documents, andthe like, same being subject to WPHLI's approval as stated herein. Prior
toOwner hiring any employees, Owner will deliver to WPHLI WPHLI's Team InjuryInsurance Agreement together with proof of the initial
payment. Within thirtydays of this Agreement becoming effective, Owner will deliver to WPHLI anapproved and fully executed Letter of
Credit/Performance Account documents and

Pre-Authorized Bank Form. Owner will deliver to WPHLI a final draft of Owner'sArena Contract for approval prior to entering same,
and, after obtaining WPHLI'sapproval of same, deliver same to WPHLI executed by Owner and the Home Arenalessor together with WPHLI's
Lease Rider executed by Owner and the Home Arenalessor.

12.11. NOTICES. Notices required or permitted hereunder shall be in writingand either personally delivered, sent by registered
mail, or any other meansthat provides reliable evidence of the date received by the respective party atits listed address unless and
until the party designates a different address bywritten notice to the other party. WPHLI's sole address for notice is
itsHeadquarters. WPHLI may change its Headquarters upon written notice to Owner,and this shall be effective to change the same with
respect to each reference to"WPHLI's Headquarters" contained in this Agreement. Owner's address for noticeis designated herein
below. Owner may change its notice address upon writtennotice to WPHLI, subject to WPHLI's approval, approval not to be
unreasonablydenied. Written notices shall be deemed delivered at the time of delivery ifdelivered by hand; one business day after
delivery if sent by facsimile orcomparable electronic system and receipt is confirmed or, if sent by certifiedmail or other means
which gives evidence of delivery, on the date of receipt. IfWPHLI is reasonably unable to locate Owner within three days, or if
delivery isrefused or impeded by Owner, each and every employee and agent of Owner isdeemed Owner's agent to receive notices and
notice may be delivered byattachment to the front door of Owner's Team's facilities.

12.12. SUBMISSION OF AGREEMENT. Submission of this Agreement to Owner doesnot constitute an offer by WPHLI. This Agreement only
becomes effective upon oneor more copies of same, which are complete in all material respects and areexecuted by Owner, is delivered
to WPHLI and thereafter executed by WPHLI inWPHLI's headquarters city.

13. ACKNOWLEDGEMENTS

13.1. DOCUMENTS RECEIVED. Owner agrees and represents that Owner receivedWPHLI's / /20 , Uniform Franchise Offering Circular at
least as early as / /20Owner's initials - _____) and that Owner received a completed copy(other than signatures) of this
Agreement at least as early as / /20 (Owner'sinitials - _____).

13.2. INVESTMENT/NET WORTH. Check if applicable

[ ] The franchise sale is for more than $1 million--excluding thecost of unimproved land and any financing received from
thefranchisor or an affiliate--and thus is exempted from the FederalTrade Commission's Franchise Rule disclosure
requirements,pursuant to 16 CFR 436.8(a)(5)(i). (This concerns your investmentneeded to begin operations)

[ ] Owner (or its parent or any affiliates) is an entity that hasbeen in business for at least five years and has a net worth
ofat least $5 million.

13.3. FINAL REPRESENTATIONS. OWNER AND ALL PERSONS SIGNING WITH, FOR, OR

INSUPPORT OF OWNER ACKNOWLEDGE THAT THEY HAVE CONDUCTED
AN INDEPENDENT

50

Owner WPHLI

INVESTIGATION OF THE SYSTEM AND THIS BUSINESS VENTURE; THEY UNDERSTAND
THISAGREEMENT INVOLVES A HIGH DEGREE OF BUSINESS AND
FINANCIAL RISK; AND SUCCESSWILL BE LARGELY DEPENDENT ON THEIR INDEPENDENT
CHOICES, ABILITY, AND FINANCIALSTRENGTH AND LOCAL MARKET
CONDITIONS. WPHLI EXPRESSLY DISCLAIMS THE MAKING OF,AND OWNER
ACKNOWLEDGES THAT OWNER HAS NOT RECEIVED ANY PROMISES
ORREPRESENTATIONS, ORALLY, IN WRITING OR OTHERWISE, OF ASSISTANCE,
EXPENSES,BENEFITS, SALES VOLUMES, PROFITS, SUCCESS, SUITABILITY
OF OWNER'S LOCATION ORTRADE AREA, OR ANY OTHER MATTER EXCEPT AS EXPRESSLY
STATED HEREIN OR WPHLI'SOFFERING CIRCULAR. IF ANY SUCH
PROMISES OR REPRESENTATIONS HAVE BEEN MADE, OWNERMUST LIST THEM BELOW.
WPHLI IS RELYING ON OWNER TO SEE THAT ALL SUCH MATTERS
AREINCLUDED IN WRITING HEREIN. IF THEY ARE NOT, OWNER AGREES OWNER WILL NOT
BE ABLETO RELY IN ANY WAY ON SUCH PROMISES OR
REPRESENTATIONS AND WPHLI WILL NOT BEBOUND BY THEM. OWNER HAS CAREFULLY
READ THIS AGREEMENT WITH THE ASSISTANCE OFLEGAL COUNSEL AND
UNDERSTOOD ALL PROVISIONS IN IT.

("Owner")

("Address for Notice")

By:By:
---
(Signature)(Signature)
Name:Name:
---
(PrintedName)(PrintedName)
Title:Title:
---

The ___ day of _____, 20___ The ___ day of _____, 20___

To induce WPHLI to grant this Agreement to Owner, the undersigned equityowners of Owner and the other individuals listed below
guarantee, on the termsset forth herein, Owner's performance of this Agreement.

---
(Individually)(Individually)
---

(PrintName)(PrintName)
51

_____
OwnerWPHLI

---
(Individually)(Individually)
---
(PrintName)(PrintName)
---
(Individually)(Individually)
---
(PrintName)(PrintName)

52

Owner WPHLI

ACCEPTANCE

This License Agreement is hereby accepted by WPHLI at WPHLI's"Headquarters" at 1600 North Desert Drive, Suite 300, Tempe, Arizona
85281(Address for Notice"), and is effective this the _____ day of_____, 200__.

WESTERN PROFESSIONAL HOCKEY LEAGUE, INC.

By:

(Signature)

(Printed Name)

Title: President

53

Owner WPHLI

WESTERN PROFESSIONAL HOCKEY LEAGUE, INC.

LICENSE AGREEMENT

EXHIBIT A

OWNER SPECIFIC TERMS

This is Exhibit A to the License Agreement entered into between WPHLI andthe Owner identified herein.

1. TEAM NAME(Subsection 2.1):._____

(Team Name)

2. HOME CITY(Subsection 2.1):._____

(City)

(State)

3. SEASON OPENING DAY (Subsection 2.3):

The Season Opening Day for Owner's Team is currently expected to be the___ day of _____, 20___. This date is subject
to reschedulingby WPHLI if reasonably necessary and upon reasonable advance notice toOwner.

4. HOME ARENA (Subsection 3.1):

Owner has selected the following arena as Owner's "Home Arena" andobtained WPHLI's approval of it subject to WPHLI's approval of
Owner'sArena Contract for the Home Arena.

(Street Address)

(Suite)

(City, State, and Zip)

5. PROTECTED TERRITORY: (Subsection 2.2)

Owner's Protected Territory is defined as:

[ ] The area within the circle defined by a radius of 25 miles fromthe main entrance of Owner's Home Arena. As a non-limiting
example, ifthe main entrance of another League team's arena is more than 25 milesfrom the main entrance of Owner's Home Arena, then
the other team'sarena is outside of Owner's Protected Territory.

[ ] The area of:

or [ ] see attached map signed and dated by both parties.

6. MINIMUM TICKET SALES (Subsection 5.6):

Owner shall sell at least _____ season tickets by the ___ day of_____ 200___. Sales of luxury suites, club ticket
sales, andthe like, count toward this requirement, according to the followingformula:
_____

7. INITIAL FEE (Subsection 7.1)

Owner will pay WPHLI an Initial Fee of $1,250,000 as follows: (1) InitialPayment of $ .00 together with Owner's delivery to WPHLI
of thisAgreement, executed by Owner, (2) If WPHLI delivers to Owner thisAgreement, countersigned by WPHLI prior to the ____ day of
_____,20___, then Owner will pay WPHLI a payment of $_____, (3) payment of$_____ prior to the ___ day of _____,
20___, (4) payment of$_____ prior to the ___ day of _____, 20___, and (5) payment of$_____ prior to the ___ day of
_____, 20___.

This Exhibit A supplements and completes the Parties' License Agreement forOwner's Team:

---
(Owner)(WPHLI)
By:By:
---
(Signature)(Signature)
---
(PrintedName)(PrintedName)
PresidentPresident
---
(Title)(Title)

The ___ day of _____, 20___ The ___ day of _____, 20___



Owner WPHLI

WESTERN PROFESSIONAL HOCKEY LEAGUE, INC.

LICENSE AGREEMENT

EXHIBIT B

STATEMENT OF OWNERSHIP

This is Exhibit B to the License Agreement entered into between WPHLI andthe Owner identified herein.

Owner:

Team Name:

Home City:

Form of Ownership

(Check One)

__ Individual __ Partnership __ Corporation __ Limited Liability Company

Provide Owner's state of incorporation or certification and date of same.If a Partnership, provide name and address of each
partner showing percentowned, whether active in management, and indicate the state in which thepartnership was formed. If a Limited
Liability Company, provide name and addressof each member and each manager showing percentage owned and indicate the stateand date
of organization. If a Corporation, provide the state and date ofincorporation, the names and addresses of each officer and director,
and listthe names and addresses of every shareholder showing what percentage of stock isowned by each.

Use additional sheets if necessary. Any and all changes to the aboveinformation must be immediately reported to WPHLI in writing.



Owner WPHLI

The undersigned represent and promise that this Statement of Ownership iscomplete, accurate, and truthful.

(Owner)

By:

(Signature)

(Print Name)

(Title)

The____dayof_____,20_____
INDIVIDUALSIGNATURES
---
(PrintName,Individually)(PrintName,Individually)
---
(Signature)(Signature)
The___dayof_____,20___The___dayof_____,20___
---
(PrintName,Individually)(PrintName,Individually)
---
(Signature)(Signature)
The___dayof_____,20___The___dayof_____,20___