NBA Properties, Inc. -- License Agreement.

NBA PROPERTIES, INC. n1

646 FIFTH AVENUE -- OLYMPIC TOWER -- NEW YORK,
NEW YORK 10022
PHONE: 212-826-7000 -- FAX: 212-754

LICENSEE: _____ RETAIL LICENSE AGREEMENT
ADDRESS: _____ TYPE:
_____ NO.:

NBA Properties, Inc. ("NBAP") has the exclusive right to license for commercial purposes, the use of the names, logos, symbols, emblems, designs, uniforms and identifications ("Marks") of the National Basketball Association ("NBA") and the Member Teams thereof (the NBA and/or collective Member Team Marks, hereafter "NBA Marks") on merchandise or products and has the right to grant the licenses and rights hereunder.

Licensee, whose name and address is set forth above, desires to use certain of the NBA Marks on the merchandise or products described below and to obtain advice and consultation in connection with the manufacture, distribution and ultimate retail sale of such merchandise or products.

Therefore, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS:

For the purposes hereof:

(a) "License Products" means only the merchandise or products specified in Paragraph 2(a) hereof.

(b) "Premium" means anything given free or sold at substantially less than its usual selling price, (but does not include sales made pursuant to periodic price reductions resulting from "specials", "sales," or volume pricing discounts) for the purpose of increasing the sale of, or publicizing, any product or service, or other giveaway or promotional purposes. Other giveaway or promotional purposes include, but are not limited to, self-liquidating offers, use of Licensed Product as sales force or trade incentives, and sale of Licensed Product through distribution schemes involving earned discounts or "bonus" points based on the consumers use of the offeror's product or service.

(c) "Net Sales" means the dollar amount of the gross sales of Licensed Products (which specifically includes in-arena sales) actually sold by Licensee, after deducting any bona fide creditor adjustments for returns actually made. In deducting any bona fide creditor adjustments for returns actually made. In computing Net Sales, no direct or indirect expenses or costs incurred in manufacturing, selling, distributing or advertising (including cooperative and other advertising and promotion allowances) the Licensed Products shall be deducted, nor shall any deduction be made for uncollectible accounts, cash discounts or other allowances. Net Sales resulting from sales to any party directly or indirectly related to or affiliated with Licensee shall be computed based on regular selling prices to the trade.

(d) "Contract Year" means a twelve (12) month accounting period commencing August 1 and concluding July 31 (unless otherwise specified in Paragraph 3(b) hereof).

SAMPLE

(e) "Standard Weight" means a garment weight of less than 5 oz. in the case of non-fleece items, and less than 10 oz. in the case of fleece items.

2. GRANT OF LICENSE

(a) Grant: NBAP hereby grants to Licensee the right to use the Marks of the Member Teams, and the logo and identification of the NBA, NBA All-Star Weekend and NBA Finals (collectively, the "Licensed Marks") only in the design, manufacture, promotion and sale of the merchandise or products (substantially as shown on Exhibit A hereto and/or as previously submitted by Licensee to NBAP and approved) as described below:

(b) Territory: The license hereby granted is valid only in the fifty (50) United States, the District of Columbia, and in such other areas as follows:

(c) Term: This Agreement shall be for the period commencing on the _____ day of _____, 19_____, and shall expire on the _____ day of _____, 19_____, unless sooner terminated in accordance with the provisions hereof.

(d) Limitations on License: No license is granted hereunder for the use of the Licensed Marks for any purposes other than upon the Licensed Products and the advertisement and promotion thereof.

(e) Designs of Licensed Products: All designs of the Licensed Products using the Licensed Marks, including any packages, containers or tags, shall be used solely in furtherance of this Agreement, and such designs will not be used in any other respect by Licensee nor will Licensee permit any third party to use such designs. Notwithstanding the foregoing, NBAP acknowledges that Licensee may hold other licenses pursuant to which Licensee manufactures, distributes and sells products similar in design to the Licensed Products and nothing herein is intended to prohibit Licensee's manufacture and sale of such products.

3. RATE AND TERMS OF PAYMENT.

(a) Rate: During the term hereof and any period of disposal allowed hereunder, Licensee shall pay NBAP an amount equal to _____ percent (_____%) of Net Sales.

(b) Minimum Payment: Licensee guarantees that its minimum payments to NBAP under Paragraph 3(a) hereof resulting from sales during each Contract Year indicated below shall be not less than the amounts set opposite each said period.

CONTRACT YEAR	MINIMUM PAYMENT
1st:	
2nd:	
3rd:	

Licensee shall be obligated to pay such amount(s) less any payment(s) previously made under Paragraphs 3(a) and 3(c) if this Agreement is terminated under Paragraph 13. All payments made hereunder shall be in U.S. dollars.

(c) Advance Payment: Licensee shall pay NBAP the amount(s) set forth below (payable as indicated) as advance payment(s) to be credited against payments to become due during the term hereof under Paragraph 3(b) hereof:

SAMPLE

(1) $ upon execution of this Agreement

(2) $ payable on _____, 19_____.

(3) $ payable on _____, 19_____.

If the amount of such payments eventually owing hereunder are less than such advance payments, neither such advance payments nor any part thereof shall be returnable by NBAP to Licensee.

(d) Advertising and Promotion: In addition to all other amounts payable to NBAP hereunder, for each individual Contract Year, Licensee shall:

(1) Pay NBAP an amount equal to one-half of one percent (.5%) of Net Sales, which amount shall be payable monthly/quarterly together with royalties payable during that month/quarter. NBAP agrees to match such amount dollar for dollar and to expend the total sum for NBAP advertising or promotion activities.

(2) Expend on consumer-directed advertising and promotion ("A&P") (in NBAP approved or controlled vehicles such as NBA Inside Stuff, NBA Action, Hoop Magazine, NBA Schedule, NBA All-Star Program, NBA Draft Guide, Stay in School Program, NBA Supershow Party, Kids Advertising Program, etc.) in an amount equal to the greater of _____ percent (_____%) of actual gross sales made in the previous Contract Year or the following amounts:

1st Contract Year -- $

2nd Contract Year -- $

3rd Contract Year -- $

In the event of any shortfall, NBAP shall have the option to (i) require Licensee to "make-good" to NBAP in merchandise having a retail value equivalent to the amount of the shortfall; or (ii) add the amount of the shortfall to Licensee's minimum A&P expenditure for the next Contract Year.

(3) Participate in NBAP's annual catalog and shall send necessary material for its advertisement therein, which shall be at least one full page, and shall pay, as invoiced, for such advertisement at the rate of $_____ per page, which rate shall be subject to a twenty percent (20%) increase per Contract Year without notice.

(e) Statement and Payments: By the 15th of each month/quarter Licensee shall furnish (on forms to be provided by NBAP) full and accurate statements showing all information relating to Net Sales for the preceding month/quarter and simultaneously with the submission of such statement shall make all royalty payments thereon. Such monthly/quarterly statements shall be furnished whether or not they reflect any Net Sales. If Licensee shall fail to pay any amount due hereunder, Licensee shall pay interest thereon, at a rate equal to the lessor of: (1) three percent (3%) per annum over the highest prime rate (as published in the Wall Street Journal) prevailing during the period between the date the payment first becomes due and the date such payment is actually paid; or (2) the highest rate permitted by law during the period between the date the payment first becomes due and the date such payment is actually paid. In addition, if Licensee shall on three (3) or more separate occasions fail to timely remit a payment when due and causing NBAP to on three (3) or more separate occasions fail to timely remit a payment when due and causing NBAP to on (3) or more occasions demand in writing such payment, then thereafter should Licensee default, NBAP shall have the right to terminate this

Agreement upon written notice and without affording Licensee the right to cure, provided NBAP exercises this right of early termination within thirty (30) days of Licensee's default.

(f) No Cross Collateralization: Royalty payments as provided under Paragraph 3(a) shall only be applied against the minimum payment for the Contract Year in which the royalty payment accrued, i.e., any shortfall in a given Contract Year or payment in excess of the minimum payment may not be offset or credited against the minimum payment for any other Contract Year.

4. NON-RESTRICTIVE GRANT.

Nothing in this Agreement shall be construed to prevent NBAP from granting any other licenses and rights.

5. PREMIUMS.

The Licensed Products may not be used as a Premium, except with the prior written approval of NBAP and pursuant to Licensee's execution of a separate promotion agreement with NBAP in each instance. Nothing in this Agreement, however, shall prohibit Licensee from Marketing the Licensed Products using creative techniques which include but are not limited to periodic "specials", "sales", or volume discount prices, as the market may require, so long as all receipts are accounted for in Net Sales.

6. GOODWILL.

Licensee recognizes the great value of the goodwill associated with the Licensed Marks and acknowledges that the goodwill attached thereto belongs to NBAP, the NBA and the Member Teams of the NBA, and that such Licensed Marks have secondary meanings in the minds of the public. Licensee shall not, during the term of this Agreement or thereafter, attack the property rights of the Member Teams, whether severally owned or held in association as the NBA, or NBAP's property rights, in and to the Licensed Marks, or attack the validity, legality or enforceability of this Agreement.

7. PROTECTION OF RIGHTS.

Licensee shall assist in the protection of the several and joint rights of the Member Teams of the NBA and NBAP in and to the Licensed Marks, and any copyright, trademark or service mark procured by Licensee with respect in and to the Licensed Marks, and any copyright, trademark or service mark procured by Licensee with respect thereto shall be procured for the benefit of and in NBAP's name, but at Licensee's expense, and any copyright, trademark or service mark affecting the Licensed Marks already procured or applied for will be assigned to NBAP. In every instance wherein the logo of the NBA or of its Member Teams is used, Licensee shall cause to appear on or within each License Product sold under this License, by means of a tag, label, imprint or other appropriate device, the notice "TM" or such other copyright, trademark or service mark notices as NBAP may from time to time designate. In addition, the following general notice must be included on a label, the packaging material or on a separate slip of paper packed with or attached to the Licensed Product:

> "The NBA and individual NBA Member Teams Marks reproduced on this product are trademarks which are the exclusive property of NBA Properties, Inc. and the respective Teams and may not be used without the written consent of NBA Properties, Inc."

Licensee further agrees that: (i) all Licensed Products shall bear the NBA "Official Licensed Product" logo on either the article or its packaging in such place, and in such prominence as NBAP may designate from time to time; and (ii) it shall faithfully comply with and adhere to NBAP's mandatory "Official Licensed Product" identification system.

8. INDEMNIFICATIONS.

(a) Licensee hereby agrees to be solely responsible for, defend, hold harmless and indemnify the NBA, its Member Teams, NBAP and their respective directors, governors, officers, employees and agents against any claims, demands, causes of action or damages (including attorneys' fees) arising out of: (1) the acts or omissions of Licensee; or (2) breach of this Agreement by Licensee. In any instance to which the foregoing indemnities pertain, Licensee shall not enter into a settlement of such action or claim without NBAP's prior written approval. Licensee will obtain and maintain product liability insurance providing protection for the NBA, its Member Teams, NBAP and their respective directors, governors, officers, employees and agents against any claims, demands or causes of action or damages (including attorneys' fees arising out of any alleged defects in such articles, or any use thereof, in an amount and providing coverage satisfactory to NBAP. Such insurance policy shall provide that it may not be canceled without at least ten (10) days written notice to NBAP, which will be furnished with a certificate of such insurance.

(b) NBAP hereby agrees to be solely responsible for, defend, hold harmless and indemnify Licensee, its directors, officers, employees and agents against any claims, demands, causes of action or damages (including attorneys' fees) arising out of: (1) the acts or omissions of NBAP; or (2) a claim that the use of the Licensed Marks as authorized in this Agreement violates or infringes upon the trademark, copyright or other rights of a third party in or to the Licensed Marks, provided NBAP is given immediate written notice of and shall have the option to undertake and conduct the defense of any such claim, demand or cause of action. In any instance to which the foregoing indemnities pertain, Licensee shall cooperate fully with NBAP in all respects in connection with any such defense.

9. QUALITY OF MERCHANDISE, SAMPLES.

Licensee agrees that the Licensed Products shall meet and conform to high standards of style, quality and appearance. In order to assure NBAP that it is complying with such standards, Licensee shall, before selling or distributing any Licensed Product, furnish to NBAP, at no charge for its inspection and permanent use two (2) samples of the Licensed Product, including all styles, colors and variations thereof, together with its labels, tags, cartons and containers (including packaging and wrapping materials). Licensee further agrees to provide to NBAP, at no charge, such additional samples as may be reasonably required by NBAP (e.g., for use in NBAP's display room, television commercials, catalogs, mailers, trade shows, sales calls) to promote the sale of NBA Official Licensed Products, as well as with any additional samples as may be required for Member Teams' permanent use, not to exceed one sample per team. The Licensed Products, including the other materials listed above, shall be approved in writing by NBAP (which approval NBAP shall have the right to withhold in its discretion) before Licensee shall sell, distribute, advertise or use the same. In the event of Licensee's unapproved distribution of any product (or materials) bearing the Licensed Marks, NBAP shall have the right to immediately revoke Licensee's right with respect to any product(s) licensed under this Agreement and that such right of revocation shall be without prejudice to any other rights NBAP may have under this Agreement. Any article submitted and not disapproved within sixty (60) days after receipt shall be deemed as having been approved. After samples of the articles have been approved pursuant to this paragraph, Licensee shall not depart therefrom in any significant respect without prior written consent by NBAP. In the event the quality, appearance or style of any Licensed Product ceases to be acceptable to NBAP, or in the event there is an occurrence or factor connected with any such Licensed Product or Licensee which, in the opinion of NBAP, reflects unfavorably upon the professional, business or personal reputation of NBAP, the NBA, or its Member Teams, NBAP shall have the right in the exercise of its sole discretion to withdraw its approval of such Licensed Product. Thereupon, Licensee shall cease to use the Licensed Marks in the sale, distribution, advertising or use of such Licensed Product immediately upon notice from NBAP, and within ten (10) days thereafter shall pay all amounts due NBAP pursuant to Paragraph 3(a). If there are other Licensed Products under this Agreement not covered or affected by the preceding two sentences, this Agreement shall remain in full force and effect as to those other Licensed Products. Each type and style of Licensed Product manufactured under this Agreement shall be available bearing the licensed marks to each Member Team.

10. PROMOTIONAL MATERIALS.

Licensee agrees that it will not use the Licensed Marks or any reproduction thereof in any advertising, promotion or display material or in any other manner whatsoever without prior written approval from NBAP. Under no circumstance

will "lotteries", "games of chance" or any other type of promotion which NBAP believes reflects unfavorably upon the NBA or its Member Teams be approved. All copy and material depicting or using the Licensed Marks shall be submitted for approval well in advance of production and allowing adequate time (but in no event less than 10 working days) for NBAP to approve, comment upon or express disapproval thereof in its sole discretion and for any required changes to be made.

11. DISTRIBUTION, COMPLIANCES.

(a) Licensee shall use its best efforts to manufacture, distribute and sell, within and throughout the territory hereof, the Licensed Products in such manner as may be required to meet competition by reputable manufacturers of similar articles. Use of distributors for distribution of the Licensed Products shall only be pursuant to written agreement (in a form and providing safeguards satisfactory to NBAP), a copy of each such agreement must be furnished to NBAP. Licensee shall make and maintain adequate arrangements for the distribution and timely delivery of Licensed Products to retailers within and throughout such territory and as a minimum requirement agrees to use best efforts to sell the Licensed Products through at least one major retail outlet for such Licensed Products in each of the markets in which there is an NBA Member Team, and to supply said retail outlet with all types, sizes and colors of the Licensed Products during the final third of each calendar year for the term of this contract. In the event NBAP advises Licensee that a special promotional effort is to take place in an individual store or chain, Licensee agrees to use its best efforts to sell the Licensed Products to said store or chain. Licensee further agrees to give the Licensed Products wide distribution and not to sell Licensed Products to any retail outlet within any area to the exclusion of other retail outlets that may desire to purchase Licensed Products and whose credit rating and marketing image warrants such sale.

(b) In the event Licensee sells or distributes other licensed merchandise of a similar grade or quality as the Licensed Products, but which do not bear any of the Licensed Marks, Licensee will not discriminate in the granting of commissions and discounts to salesmen, dealers and distributors between NBA Licensed Products and the licensed products of any third party.

(c) Licensee shall at all times conduct all aspects of its business in a fair and reasonable manner and in compliance with all applicable laws, government rules and regulations (including without limitation, those of the Federal Trade Commission and the U.S. Consumer Products Safety Commission), court and administrative decrees and the highest standards of business ethics then prevailing in the industry.

12. RECORDS, AUDITS.

Licensee agrees to keep accurate books of account and records covering all transactions relating to the license herein granted. NBAP and its authorized representatives shall have the right at all reasonable hours of the day, on reasonable prior notice, to examine and audit such books of account and records and all other documents and materials in Licensee's possession or under its control with respect to the subject matter and terms of this Agreement, and shall have free and full access thereto for such purposes and for the purpose of making extracts therefrom and copies thereof. Should an audit by NBAP establish a deficiency of more than three percent (3%) between the amount found to be due NBAP and the amount Licensee actually paid or reported, the cost of the audit will be paid by Licensee along with the amount of the deficiency together with interest thereon at the then current prime rate (as published in the Wall Street Journal) from the date such amount became due until the date of the payment. All such books of account and records shall be kept available for at least two (2) years after the termination of this Agreement, or three (3) years after the end of the fiscal year to which they relate, whichever is earlier. Licensee further agrees, in order to facilitate inspection of its books and records with respect to amounts due, that it will designate a symbol or number which will be used exclusively in connection with Licensed Products on which royalty payments are payable under this Agreement and with no other products which Licensee may manufacture, sell or distribute, and that duplicates of all billings to customers with respect to Licensed Products shall be kept for inspection as herein provided.

13. EARLY TERMINATION.

Without prejudice to any other rights it may have pursuant to this Agreement, NBAP shall have the right to terminate this Agreement at any time:

(a) If within four (4) months from the date this Agreement is executed on behalf of NBAP, Licensee shall not have begun the bona fide distribution and sale of each item within and throughout the territory hereof in accordance with the standards established by this Agreement.

(b) If Licensee shall fail to make any payment due hereunder or to deliver any of the statements herein referred to, and if such default shall continue for a period of ten (10) days (except as otherwise provided under Paragraph 3(e) above) after receipt of written notice of such default is sent by certified or registered mail or telegram.

(c) If Licensee or any guarantor hereunder shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file or have filed against it any petition under the United States Bankruptcy Code (which petition is not dismissed within thirty (30) days of its filing), or be adjudicated a bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United State government or of a state.

(d) If Licensee shall exhibit a pattern of consistent failure to make timely delivery of the Licensed Products to its retail accounts.

(e) If Licensee shall fail to perform or shall be in breach of any other term or condition of this Agreement and if such breach shall continue for a period of thirty (30) days after written notice of such breach is sent by NBAP.

14. DISPOSAL OF STOCK.

After expiration or termination of this Agreement, Licensee shall have no further right to manufacture, advertise, distribute, sell or otherwise deal in any Licensed Products which use the Licensed Marks, except as hereinafter provided. Upon expiration of this Agreement (but not upon termination under Paragraph 9 or 13 hereof), Licensee may dispose of Licensed Products which are on hand or in process at the time of such expiration, but only in the normal course of business and at regular selling prices, for a period of ninety (90) days thereafter, provided all payments then due are first made to NBAP and statements and payments with respect to said ninety (90) day period are thereafter made in accordance with Paragraph 3 hereof. NBAP shall have the option to conduct physical inventories before expiration or termination and continuing until the end of the 90-day sell-off period in order to ascertain or verify such inventory and/or statement. In the event Licensee refuses to permit such physical inventory, Licensee shall forfeit its right hereunder to dispose of its inventory.

15. FINAL STATEMENT.

Sixty (60) days before the expiration of this Agreement and ten (10) days after any termination under Paragraphs 9 and 13, Licensee will furnish to NBAP a statement showing the number and description of Licensed Products on hand or in process of manufacture.

16. EQUITABLE RELIEF.

Licensee agrees that the Licensed Marks possess a special, unique and extraordinary character which makes difficult the assessment of the monetary damage which would be sustained by unauthorized use of the Licensed Marks. Licensee recognizes that irreparable injury would be caused by unauthorized use of the Licensed Marks, and agrees that injunction and other equitable relief would be appropriate in the event of a breach of this Agreement, without the

necessity of proving special damages or posting a bond, provided, however, that such remedy shall not be exclusive of other legal remedies otherwise available to NBAP.

17. NOTICES.

All notices and statements to be given, and all payments to be made hereunder shall be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing. Any notice of breach or default must be in writing and be sent by registered or certified mail, return receipt requested, properly addressed and stamped. All written notice given hereunder shall be deemed to have been given at the time it is mailed.

18. NO JOINT VENTURE.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind NBAP to a third party in any manner whatsoever.

19. ARBITRATION OF CERTAIN MATTERS.

Any dispute or disagreement between the parties relating solely to the amount of royalty payments owing under this Agreement shall be settled by arbitration in New York City under the rules then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction. No other dispute or disagreement between the parties (including, for example, any claim by NBAP that Licensee is using the Licensed Marks in a manner not authorized by this Agreement or is otherwise in breach hereof) shall be settled by arbitration. All decisions by NBAP relating to disapproval of any Licensed Products or advertising, promotion or display material shall be final and binding on Licensee and shall not be subject to review in any proceeding.

20. USE OF PLAYERS.

Licensee acknowledges that this Agreement does not grant any licenses or rights to Licensee with respect to the use of names, likenesses or other attributes of any NBA players ("Player Attributes"). Licensee shall not use Player Attributes without first obtaining written authorization from the subject player(s) and Licensee shall not use the Player Attributes of six (6) or more players without obtaining a separate license from NBAP.

21. WARRANTIES.

Each party represents and warrants that it has the right and authority to enter into this Agreement and to grant the rights and render the performances hereunder.

22. SEVERABILITY.

In the event any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall continue in full force and effect, and the void or unenforceable provision shall be deemed by the parties as replaced in such form and substance as shall be legally valid and shall accomplish as near as possible the purpose and intent of the invalid provision.

23. ASSIGNMENT, WAIVER, ETC.

This Agreement and any rights herein granted are personal to Licensee and shall not be assigned, sublicensed, subcontracted or encumbered, directly or indirectly, by law or by contract, without NBAP's prior written consent. Any transfer of a controlling interest in Licensee shall be deemed an assignment prohibited by the preceding sentence. Any nonconsentual assignment, sublicense, subcontract or encumbrance of this Agreement shall be invalid and of no force or effect. Upon any such nonconsentual assignment, sublicense, subcontract or encumbrance, this Agreement shall terminate and all rights granted hereunder shall immediately revert to NBAP. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both parties, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. Furthermore, no failure on the part of NBAP to exercise any right under this Agreement shall operate as a waiver thereof; nor shall any single or

FILED

partial exercise of any right hereunder preclude any other or further exercise thereof of the exercise of any other rights. This Agreement shall be construed in accordance with the laws of the State of New York. Any claim arising hereunder (except as provided under Paragraph 19) shall be prosecuted in a court of competent jurisdiction located within the City of New York and Licensee consents to the jurisdiction of such court and to the service of process by mail. This Agreement, together with any exhibits or attachments hereto, constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee and the NBA, any Member Team thereof or NBAP. This Agreement shall not be binding on NBAP until signed on its behalf by its president or an officer of NBAP designated by him to sign same.

24. MISCELLANEOUS.
LICENSEE: _____
BY:_____
TITLE: _____ Dated: _____
NBA PROPERTIES, INC.
BY: _____ Dated: _____

GUARANTY

The undersigned hereby absolutely and unconditionally guarantees the full and prompt payment of all obligations and liabilities of Licensee under the above license agreement with NBAP and the full and prompt performance of all agreements by Licensee thereunder. The aforementioned guaranty shall not be affected in any manner by (and shall remain in full force and effect notwithstanding) any amendment or change in any provision of the license agreement or any waiver or forbearance by NBAP thereunder.
GUARANTOR:_____
_
BY: _____ Dated:_____

[Reprinted with permission of NBA Properties, Inc.]

FOOTNOTES:
(n1)Footnote 1. Unless otherwise specified above, each Member Team must be represented in each type of product licensed hereunder. Licensee acknowledges that no right is granted hereunder for the use of the NBA silhouetted dribbler logo in combination with any Team Mark (except insofar as the NBA logo is embodied in the NBA "Official Licensed Product" logo).

SAMPLE

SAMPLE