

VENDOR LICENSE AGREEMENT

THIS VENDOR LICENSE AGREEMENT ("Agreement") is made effective this ___ day of _____, 2009 ("Effective Date") by and between the Bobcats Youth Foundation, Inc. ("Licensor") and _____ ("Licensee"). Licensor and Licensee may be collectively referred to herein from time to time as, the "parties" or individually as a "party."

Recitals

Licensor produces the event currently referred to as the "2009 Charlotte Jumper Classic" (the "Event"), which will take place at the Time Warner Cable Arena ("Arena") in Charlotte, North Carolina from April 10, 2009 through April 12, 2009. Licensee desires to be a vendor at the Event and to utilize space in the Arena during the Event in order to display and/or sell certain products at the Event.

Agreements

NOW, THEREFORE, in consideration of these premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANT OF LICENSE. Licensor hereby grants Licensee the right to utilize a vendor space in the Arena during each day of the Event (the "Vendor Space"), the exact location of such Vendor Space to be reasonably determined by Licensor. The size of the Vendor Space shall be the size selected by Licensee in the "Vendor Application" completed by Licensee and attached to this Agreement as Exhibit A (which is hereby incorporated into this Agreement by reference). Licensee may utilize the Vendor Space to display and/or sell products solely as specified by Licensee in the Vendor Application, and solely in accordance with the approval communicated by Licensor to Licensee in connection with the Vendor Application. Licensee shall not use the Vendor Space or any other portion of the Arena, or permit the Vendor Space or Arena to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner as to injure persons or property in, on or near the Arena. Notwithstanding the foregoing, it is expressly understood by the parties that the areas of the Arena open for use by Licensee for the Event shall be limited to the Vendor Space.

2. TERM. The term of this Agreement shall begin on April 10, 2009 and shall end at 12:00 AM on April 13, 2009 ("Term"). Notwithstanding the fact that the term commences on a date subsequent to the Effective Date, the parties intend and agree that each party shall have vested rights and obligations pursuant to this Agreement from and after the Effective Date.

3. LICENSE FEE. In consideration of the Vendor Space, Licensee shall pay to Licensor a fee in the amount of _____ (the "Fee"). The Fee shall be paid by Licensee to Licensor contemporaneously with Licensee's execution of this Agreement.

4. CONDITION OF ARENA; LOSSES AND RULES.

(a) Inspection of Arena. Licensee acknowledges that it has inspected the areas of the Arena being used for the Vendor Space, and that Licensee is satisfied with and has accepted such portions of the Arena in its present condition for the Vendor Space.

(b) Alterations. Licensee shall not make any alterations or improvements to the Arena without the prior written consent of Licensor. Any alterations or improvements of whatever nature made or placed by Licensee to the Arena, except movable trade fixtures, shall, at the option of Licensor, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of Licensor.

(c) Losses. Licensee agrees that neither Licensor, Charlotte Arena Operations, LLC, Bobcats Basketball, LLC, Bobcats Basketball Holdings, LLC, Charlotte Regional Visitor's Authority or

any parent, affiliate or subsidiary of any of the forgoing, or the City of Charlotte, North Carolina (collectively, the "Indemnified Parties") shall be liable or otherwise responsible for any lost shipments to or from the Arena or for any type of moving cost associated with Licensee's use of the Vendor Space, including damages incurred in the course of moving items to and from the Vendor Space. If the items Licensee intends to include in the Vendor Space fail to arrive, Licensee agrees that it will nevertheless be responsible for the payment of the Fee to Licensor. Additionally, the parties agree that the Indemnified Parties shall not be liable or otherwise responsible for any damage to, loss, or theft of property belonging to Licensee or any of Licensee's representatives, agents, employees, business invitees, visitors or guests, regardless of whether or not such property is an item being utilized for the Vendor Space, and the Indemnified Parties shall not be liable or otherwise responsible for any personal injury to Licensee or any of Licensee's representatives, agents, employees, business invitees, visitors or guests, unless such damage, loss, theft, or personal injury was proximately caused by the gross negligence of the applicable Indemnified Party. Licensee agrees that it shall be liable for and shall pay Licensor promptly for any and all damage to the Arena or its equipment, which damage is caused by Licensee or any of its representatives, agents, employees, business invitees, visitors or guests, ordinary wear and tear excepted.

(d) Compliance with Arena Rules. Licensee shall conduct business in the Arena in a dignified and orderly manner with full regard for public safety and in conformity with Licensee's or the Arena operator's general rules and regulations, including fire and safety rules as required by local fire regulations, as such may exist from time to time.

5. INDEMNIFICATION. Licensee shall be solely liable for and shall indemnify, protect and hold the Indemnified Parties and the City of Charlotte, North Carolina harmless from any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) occurring at the Arena, and/or persons and/or property in, on, or near the Arena before, during, or after the Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws, including, but not limited to North Carolina's "sales and use" taxes (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Arena, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement.

6. TAXES. Licensor shall not be liable for the payment of taxes, late charges, or penalties of any nature, whether now existing or in the future, relating to Licensee's use of the Vendor Space in connection with the Event or any revenue received by, or payments made to, Licensee in respect of the Vendor Space, except as otherwise required by applicable law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

7. INSURANCE.

(a) Required Insurance. Licensee shall, at its own expense, secure the following insurance policies and deliver certificates of insurance ("Insurance Certificates") to Licensee evidencing the same on or before 5:00 PM on April 9, 2009, and naming each of the Indemnified Parties identified in Section 4(c) as "additional insured":

(i) a commercial general liability insurance policy, including public liability and property damage, covering its activities hereunder, in an amount not less than Three Hundred Thousand Dollars (\$300,000) for bodily injury and Three Hundred Thousand Dollars (\$300,000) for property damage, and products and completed operations for claims arising out of the negligence or willful

misconduct of Licensee or its officers, directors, agents or employees. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to any performers or volunteers.

(ii) applicable workers compensation insurance as required by applicable law.

(iii) the coverage provided under each of the above referenced policies shall be occurrence based, not claims made;

(iv) the coverage limits contained on such policies shall be on a per occurrence basis only;

(v) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 5; and

(vi) Licensee shall keep the insurance policies referenced in this Section 7(a) in full force and effect at all times during the Term.

(b) Subrogation. The terms of all insurance policies referred to in this Section 7 shall preclude subrogation claims against Licensor, the City of Charlotte and each of the other Indemnified Parties.

8. TERMINATION. In the event either party or any of their officers, directors, employees or agents is in default under this Agreement due to failure by such party to perform or fulfill any material term, covenant, or material condition contained in this Agreement, and such defaulting party fails to commence a cure of their default upon notification and a reasonable cure period, then the non-defaulting party may thereafter, at its option, cancel and terminate this Agreement and the obligations of the parties with respect thereto; provided, however, that in such instance each party shall retain any and all rights and remedies it may have pursuant to this Agreement, whether at law or in equity.

9. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It is a legal entity, duly formed under the state of its formation, and it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary approvals for the execution, delivery and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which does or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

10. COVENANTS. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Arena except as provided in this Agreement;

(b) Licensee shall comply with all legal requirements which arise in respect of the Arena and the use and occupation thereof and Licensee shall provide Licensor with a copy of its occupational license in support thereof prior to the Event.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Arena. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not operate any equipment or materials belonging to Licensor or the operator of the Arena without the prior written approval of Licensor.

(e) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Arena and the Vendor Space is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(f) Licensee acknowledges and agrees that all intellectual property, including without limitation the trademarks, service marks, copyrights, logos, names, words, nicknames, identifying slogans, symbols, emblems, uniform designs, logos, trade dress colors, and other identifications (collectively, "Intellectual Property") owned or relating to i) Licensor and the Arena, or ii) the National Basketball Association (the "NBA") and its member teams, including the Charlotte Bobcats, are and shall remain the sole and exclusive properties respectively of the applicable Intellectual Property owner (collectively, "Rights Holder(s)"), and Licensee shall not use any Intellectual Property in any manner whatsoever, including without limitation in connection with promotional materials, advertising, and/or products in any medium or format now known or developed in the future without the express prior written permission of the applicable Rights Holder, which may be given or withheld in the sole discretion of the applicable Rights Holder.

11. CONFIDENTIALITY. Both parties agree that the existence of this Agreement and all of the terms and conditions contained herein are confidential, and shall not be disclosed to third parties by Licensee without the prior written consent of the other party.

12. MISCELLANEOUS

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of North Carolina, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of Licensor. Licensor shall be entitled to assign its rights and obligations hereunder as deemed necessary by Licensor in its commercially reasonable discretion.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of Licensor, and to such successors and assigns of Licensee as may be permitted to succeed to Licensee's rights upon and subject to the terms hereof.

(g) Notices. All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and shall be deemed sufficient upon delivery personally or by telecopier, electronic mail, express/overnight delivery service, or certified mail (return receipt), and sent to the last known address, fax number or electronic mail address (whichever may be applicable) of the applicable party.

(h) Independent Contractor; No Partnership. Licensor and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, Licensor or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(i) Force Majeure. If the Arena is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of Licensor or Licensee, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use of the Arena for the Vendor Space, Licensor or Licensee (as applicable) shall be released from this Agreement and any damage so caused thereby.

(j) Compliance with Laws. Licensee shall comply with all applicable laws. As used herein, "applicable laws" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, ordinance, interpretation, judgment, decree, injunction, writ determination, award, permit, license, authorization, directive, requirement or decision of, or agreement with, or by, any and all jurisdictions, entities, courts, boards, agencies, commissions, authorities, offices, divisions, departments or bodies of any nature whatsoever or any governmental unit (federal, state, county, municipality or otherwise) whether now or hereafter in existence.

(k) Counterparts. This Agreement may be executed in a number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(l) Entire Agreement; Amendments. This Agreement contains all of the agreements, terms, provisions, and conditions relating to the rights and obligations of Licensor and Licensee with respect to the subject matter of this Agreement. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date with the intention of creating an instrument under seal.

Licensor:

LICENSEE:

Bobcats Youth Foundation, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____