



2016 / 2017 NEW SEASON TICKET HOLDER AGREEMENT

THIS SEASON TICKET AGREEMENT is made as of the date set forth below by and between Phantoms Hockey, LLC (the "Phantoms") and the undersigned Season Ticket Holder (the "STH"). In consideration of the mutual covenants and agreements set forth herein, Phantoms and the STH hereby agree as follows:

1. Game Tickets; Prices; Payment.

(a) Game Tickets. In consideration for, and subject to the payment of, the ticket prices set forth herein, the STH shall receive tickets for the seats designated below for the Phantoms' home games played at the PPL Center in Allentown, PA (the "Arena") in accordance with the season ticket Agreement, which currently includes 2 pre-season, 38 regular season and 2 playoff games. The STH acknowledges and agrees that the Phantoms may, in their reasonable discretion, change or re-locate the seat locations from year to year during the Term due to structural changes or renovations at the PPL Center.

(b) Prices and Payment. Ticket prices for the 3-Season Agreement shall be fixed for Seasons 1 and 2, with an increase of 3% in Season 3. Ticket prices for 5-Season Agreements shall be fixed for Seasons 1, 2 and 3 with an increase of 3% in Seasons 4 and 5. If the STH fails to pay any amounts when due hereunder, the Phantoms, in addition to any other remedy, shall have the right to charge interest on the unpaid amount. Any amount not paid when due shall not be considered paid in full until such accrued interest has also been paid.

(c) Playoff Tickets. The Phantoms will notify the STH of the ticket prices and payment terms for any additional playoff games. The STH shall have the right to purchase playoff tickets and if the STH fails to purchase playoff tickets as of and when required by the Phantoms, the Phantoms shall have the right to sell such playoff tickets to third parties. No rights are afforded to the STH hereunder for other events held at the Arena.

2. Term. Subject to the terms and conditions of this Agreement, the term of this Agreement (the "Term") shall commence on the complete execution of this Agreement by the Phantoms and the STH and, unless sooner terminated pursuant to this Agreement, shall expire as follows: (a) for a 3-Season Agreement, the Term shall end on June 30, 2019, or (b) for a 5-Season Agreement, the Term shall end on June 30, 2021.

3. Early Termination by the STH. The STH may terminate this Agreement prior to the expiration of the Term by (a) giving written notice to the Phantoms prior to March 1 advising of the STH's intent to terminate this Agreement for the upcoming season, and (b) paying a termination fee of \$50 per seat for each remaining Season of the Term. If the STH's termination notice is not received by March 1, the STH shall be responsible for payment of the ticket prices for each seat for the entire upcoming Season.

4. Assignment; Prohibition on Sales. This Agreement, the privileges and all ticket-purchase rights granted hereunder and any tickets issued to the STH hereunder shall not be assigned, transferred or otherwise alienated or encumbered, in whole or in part, by the STH, except upon the prior written consent of the Phantoms. The STH shall not sell, resell or attempt to sell or resell any tickets within one thousand (1,000) feet of the PPL Center. The sale, resale, attempted resale, assignment or transfer of any tickets within one thousand (1,000) feet of the PPL Center or otherwise in violation of any federal, state, or local law, ordinance, rule or regulation, or rule or regulation of the Phantoms, shall give the Phantoms the unrestricted right to terminate this Agreement and the ticket(s), and to revoke the personal license represented thereby (if any), immediately and without having to refund the purchase price to the STH or anyone acting on the STH's behalf.

5. Entire Agreement. This Agreement constitutes the entire agreement between and among the parties, and supersedes any previous oral or written agreements, representations and covenants, regarding the subject matter hereof and shall become a binding and enforceable Agreement between and among the parties hereto upon the full and complete execution of this Agreement by all parties hereto. This Agreement may not be amended, modified or supplemented unless executed by both of the parties.

6. Autopay Authorization Statement. The STH agrees to pay to the Phantoms for the total amount of the tickets for each season in accordance with the elected season agreement. The STH authorizes the Phantoms to automatically charge the STH's credit card account in accordance with the season agreement, for the purchase price of all tickets. The STH acknowledges and confirms that the information provided to the Phantoms is true and accurate in all respects. The STH further acknowledges and agrees that it is solely his/her/its responsibility to update the credit card information used to pay for the Phantoms season tickets. For Season 1, the STH agrees that payments will begin immediately upon seat selection and be paid in full by October 1st based on the designated Phantoms Payment Plan. For all subsequent Seasons, the STH agrees to an interest free ten (10) month equal installment plan for payment in full by October 1st. Finally, the STH acknowledges and agrees that the Phantoms reserve the right to charge the STH's credit card account for any amounts due under this Agreement, when due, without requiring the STH's signed authorization for each transaction. The STH understands that a service charge of \$25.00 will be assessed on all declined transactions. If any authorized credit card transaction is declined for any reason, the STH agrees that they will be responsible for paying any and all remaining balances as well as the declined transaction fee immediately. There are no refunds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the ____ day of _____, 2016, intending to be legally bound hereby.

SEASON TICKET HOLDER:

PHANTOMS HOCKEY, LLC:

By (Sign): _____
Name (Print): _____
Address: _____

By: _____
Name: _____
Title: _____

TERM (Check One): [] Three (3) Season Agreement
[] Five (5) Season Agreement

SEATS: Section: _____ Row: _____ Seats: _____

SEASON 1 PRICE: \$ _____