

INFORMATION AND DISCLOSURE STATEMENT
FOR QUARTER ENDED
December 31, 2011

Stadium Entertainment Holdings, Inc.

1745 Broadway, 18th Floor
New York, NY 10019
Tel (201) 453-2500

Federal ID No.

64-4296659

Cusip No.

852345 10 7

Trading Symbol
SEHI.OTC

INFORMATION AND DISCLOSURE STATEMENT

The information contained in this report has not been filed with, nor reviewed by, nor approved by the Securities and Exchange Commission, the National Association of Securities Dealers, nor any other regulatory body.

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EXPLANATORY STATEMENT

On January 18, 2011, the Issuer acquired all of the outstanding common stock of Stadium Entertainment Corp., a Delaware corporation. Since that time, the Issuer has been operating Stadium Entertainment Corp. as its sole line of business. In light of the change in the nature of its business operations, the Issuer is posting this Information and Disclosure Statement with a view toward providing adequate, current information with respect to its current business operations. Information set forth in this Information Statement and Disclosure with respect to the business of the Issuer pertains to the business of Stadium Entertainment Corp.

On February 15, 2011, the Issuer changed its name from Compress Technologies, Inc. to Stadium Entertainment Holdings, Inc. On February 18, 2011, the Issuer's trading symbol was changed to SEHL.OTC.

On October 1, 2011, the Issuer moved its offices from 888 Seventh Avenue, 35th Floor, NYC, NY 10106 to 1745 Broadway, 18th Floor, NYC, NY 10019.

Stadium Entertainment Holdings, Inc.

Information and Disclosure Statement

Part A General Company Information

Item I. The exact name of the issuer and its predecessor

The name of the issuer is Stadium Entertainment Holdings, Inc. (the “Issuer”).

The Issuer is a successor to Kentucky Telephone A Telecommunications Corp., which was organized as a Kentucky corporation on May 8, 1996 (the “Kentucky Corp.”) On February 28, 2006, the Kentucky Corp. formed a wholly owned subsidiary, Kentucky Telephone A Telecommunications Corp., a Nevada corporation (the “Nevada Corp.”) On March 3, 2006, the Kentucky Corp. merged into the Nevada Corp., and on March 28, 2006, the Nevada Corp. changed its name to Compress Technologies, Inc. On February 15, 2011, the Nevada Corp. changed its name to Stadium Entertainment Holdings, Inc.

Item II. The address of the issuer’s principal executive offices

1745 Broadway, 18th Floor
New York, NY 10019
Phone: (201) 453-2500

Item III. The jurisdiction and date of the issuer’s incorporation or organization

The Issuer was incorporated in Nevada on February 28, 2006. See Item I above.

Part B General Company Information

Item IV. The exact title and class of securities outstanding.

The Issuer has one class of outstanding securities: Common Stock.

Item V. Par or stated value and description of the security.

- A. *Par or Stated Value.* The par value of the Common Stock is \$0.001 per share.
- B. *Common or Preferred Stock.*
 - 1. The holders of Common Stock are entitled to receive to the extent permitted by law, such dividends as may be declared from time to time by the Board of Directors. Except as may otherwise be required by law, each holder of Common Stock has one vote in respect of each share of stock held. No holder of Common Stock shall have any preemptive right to subscribe to an additional issue

of stock of any class or series of any securities of the Issuer convertible into such stock.

2. There are no provisions in the Issuer's charter or by-laws that would delay, defer, or prevent a change in control of the Issuer.

Item VI. The number of shares or total amount of the securities outstanding for each class of securities authorized.

As of December 31, 2011, the number of authorized and outstanding shares was as follows:

Shares Authorized:	750,000,000 shares of common stock, \$.001 par value (the "Common Stock")
Shares Outstanding:	300,000,200 shares of Common Stock
Public Float:	137,063,527 shares of Common Stock
Number of Beneficial Owners of Common Stock:	889
Number of Shareholders of Record:	650

As of December 31, 2010, the number of authorized and outstanding shares was as follows:

Shares Authorized:	750,000,000 shares of Common Stock
Shares Outstanding:	300,000,000 shares of Common Stock
Public Float:	
Number of Beneficial Owners of Common Stock:	889
Number of Shareholders of Record:	614

Part C Business Information

Item VII. The name and address of the transfer agent

The transfer agent for the Issuer's Common Stock is:

Standard Registrar & Transfer Company, Inc.
12528 South 1840 East

Draper, Utah 84020
Telephone: 801-571-8844
Facsimile: 801-571-2551

This transfer agent is registered under the Securities Exchange Act of 1934 and is regulated by the Securities and Exchange Commission.

Item VIII. The nature of the issuer's business

A. Business Development

1. Form of organization.

Nevada corporation.

2. Date of incorporation.

February 28, 2006.

3. Fiscal year end date.

December 31.

4. Has company been in bankruptcy, receivership or any similar proceeding.

No.

5. Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.

On March 3, 2006, the Issuer's predecessor, Kentucky Telephone A Telecommunications Corp., a Kentucky corporation, was merged with and into the Issuer.

One June 1, 2006, the Issuer's then controlling shareholder, Thomas Terwilliger, exchanged 89,250,000 shares of Common Stock, which represented his entire interest in the Issuer, for all of the outstanding shares of Compress Technologies, Inc., a Florida corporation. The 89,250,000 shares were distributed to 31 shareholders of the Florida corporation, including Mr. Terwilliger.

On December 31, 2009, the Issuer acquired certain assets of Compress Technologies, Inc., a Florida corporation controlled by Thomas Terwilliger for \$58,000.

On January 18, 2011, the Issuer acquired Stadium Entertainment Corp., a Delaware corporation ("Stadium"), pursuant to a share exchange transaction (the "Share Exchange") in which it issued

200 shares of the Issuer's Common Stock in exchange for all of the outstanding shares of Stadium Entertainment Corp. common stock.

6. Any default of the terms of any note, loan, lease, or other indebtedness or financing arrangement requiring the issuer to make payments.

As of December 31, 2011, Stadium was in default of \$2,500,800 of principal and \$211,020 of accrued interest under outstanding loans and promissory notes.

7. Any change of control.

Thomas Terwilliger was the controlling shareholder of the Issuer until June 1, 2006, when he exchanged shares representing approximately 85% of the Issuer's outstanding Common Stock for all of the outstanding shares of Compress Technologies, Inc., a Florida corporation.

As of December 31, 2010, NJW Trust, a trust administered by attorney Frank Yates, owned 75,000,000 shares of Common Stock, representing approximately 26% of the Issuer's outstanding shares.

On January 18, 2011, Stadium Entertainment Holding Corp. (now known as SE Group, Inc.) acquired 162,000,200 outstanding shares of the Issuer's Common Stock, representing approximately 54% of the Issuer's outstanding shares, including 75,000,000 shares acquired from NJW Trust. On that same date, each of Thomas Terwilliger and G. Frank Labrozzi resigned their positions as officers and directors of the Company, and each of David Berman, Camille Barbone and Gary Katz were appointed as directors of the Issuer. In addition, David Berman was appointed as the Issuer's Chief Executive Officer and Camille Barbone was appointed as the Issuer's President, Chief Financial Officer, Treasurer, and Secretary.

In February 2011, David Berman resigned his positions as an officer and director of the Issuer and Gary Katz was removed as a director.

In February 2011, Camille M. Barbone was appointed Issuer's Chief Executive Officer.

In February 2011, William Lomuscio was appointed as a director and Secretary of the Issuer.

8. Any increase of 10% or more of the same class of outstanding equity securities.

In June 2009, the Issuer issued 262,000 shares of Common Stock to members of the Issuer's advisory committee.

From March 22, 2010 through September 22, 2010, the Issuer issued 123,021,660 shares of Common Stock in exchange for outstanding notes payable in the aggregate principal amount of \$123,021.66. The issuance of these shares triggered the issuance of an additional 174,884,572 shares of Common Stock pursuant to anti-dilution rights held by certain stockholders of the Issuer.

9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization.

On March 3, 2006, the Issuer amended its Articles of Incorporation to increase its authorized shares from 1,000 to 75,000,000 shares.

On March 3, 2006, the Issuer effected a 60,000-for-1 stock split.

On March 28, 2006, the Issuer effected a 1.75-for-1 stock split.

On March 30, 2006, the Issuer amended its Articles of Incorporation to increase its authorized shares from 75,000,000 to 200,000,000 shares.

On June 5, 2009, the Issuer effected a 1-for-100 reverse stock split.

On April 23, 2010, the Issuer amended its Articles of Organization to increase its authorized shares from 200,000,000 to 750,000,000.

See Item VIII.A.5. above for information with respect to:

- the Issuer's merger with its predecessor, Kentucky Telephone A Telecommunications Corp., a Kentucky corporation;
- the Issuer's acquisition of all of the outstanding shares of Compress Technologies, Inc., a Florida corporation; and
- the Issuer's acquisition of all of the outstanding shares of Stadium Entertainment Corp., a Delaware corporation.

10. Any delisting of the issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.

None.

11. Current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could

have a material effect on the issuer's business, financial condition, or operations and any current, past or pending trading suspensions by a securities regulator. State the names of the principal parties, the nature and current status of the matters, and the amounts involved.

An arbitration procedure is in progress between the Company and The Gary Group, a marketing and advertising concern located in Los Angeles, CA. The claim by The Gary Group is for approximately \$22,000. The Company has counter-sued for non-performance of duties and a lack of progress with regards to generating the vital corporate sponsorship and promotional relationships The Gary Group pledged as part of its deal. Initial dialogues suggest the possibility of a settlement between the two companies and legal counsel is exploring the possibility

B. *Business of Issuer.*

1. The issuer's primary and secondary SIC Codes.

Primary Code # 711190.

Secondary Code # 711510.

2. If the issuer has never conducted operations, is in the development stage, or is currently conducting operations.

Stadium Entertainment Holdings, Inc. is currently conducting operations through its wholly owned subsidiary, Stadium Entertainment Corp.

3. Whether the issuer is or has at any time been a "shell company."

The Issuer is not and to the knowledge of the Issuer's current management has never been a "shell company".

4. The names of any parent, subsidiary, or affiliate of the issuer, and its business purpose, its method of operation, its ownership and whether it is included in the financial statements attached to this disclosure statement.

SE Group, Inc currently owns 54% of the Issuer's outstanding Common Stock. SE Group, Inc. has no active business operations other than the ownership of the Issuer's Common Stock.

The Issuer has one wholly owned subsidiary, Stadium Entertainment Corp. The Issuer conducts its business operations through Stadium Entertainment Corp. The financial condition and

operating results of this entity are included in the Issuer's unaudited consolidated financial statements for the three months ended December 31, 2011.

5. The effect of existing or probable governmental regulations on the business.

The Issuer is not subject to any specific government regulations that affect the dissemination and/or distribution of its products; however, the Recording Industry Association of America (RIAA) has undertaken efforts to curb illicit peer-to-peer dissemination of recorded music in digital format, which efforts may result in requirements that certain restrictions and safeguards be encoded within digital music tracks to prevent such unlawful distribution or copying.

6. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities are borne directly by customers.

The Issuer has not conducted any material research and development activities to date.

7. Costs and effects of compliance with environmental laws (federal, state, and local).

In light of the nature of its business, the Issuer has not incurred and does not expect to incur any material costs related to compliance with environmental laws, nor are such laws expected to have any material effect on the Issuer.

8. The number of total employees and number of full-time employees.

The Issuer employs two (2) full time employees and one (1) long-term independent contractor.

Item IX. The nature of products or services offered.

A. *Principal products or services, and their markets.*

The Issuer sells pre-recorded music in the form of compact discs and as digital downloads mobile phone technology, MP3 files, and other types of delivery modes and configurations through its wholly owned subsidiary, Stadium Entertainment Corp. ("Stadium"). Through licensing arrangements with copyright and master recording owners, Stadium releases musical compilations consisting of performances by well known recording artists. Since its launch in 2009 and as of

December 31, 2011, Stadium has licensed, produced, and released for sale three (3) titles. In March 2009, Stadium released “True to the Game” a “G” rated collection of Urban/Pop genre songs benefitting the Negro League Baseball Museum in Kansas City, MO (www.nlbm.com) and consisting of performances by Kanye West, Ludacris, Snoop Dogg, T-Pain, Mario, Macy Gray and a host of other high level Urban music recording artists. The Negro League Baseball Museum honors the players (Jackie Robinson, Satchel Paige, Hank Aaron and others) who broke the color barrier in baseball and using them as role models to raise funds for the educational, social, and athletic needs of inner city families. Stadium was granted a license by Major League Baseball (MLB), after a one year vetting process, to position the True to the Game musical collection as a marketing tool and retail item for all major and minor league baseball teams, in-stadium concessions, on and off-site retail outlets and all MLB stores, on line as well as traditional retail outlets. The one year licensing agreement with MLB has expired and Stadium is assessing the licenses viability prior to renewing. This title is available in stores and via online digital music sites around the world including all major outlets such as iTunes, Rhapsody, and Juno.

On August 24, 2011, Stadium released “My Country: Smash Hits: 2” the second in a series of CDs produced to benefit The Fisher House Foundation. It includes 14 gold and platinum recordings and two new recordings by fledgling artists including Rascal Flatts, Brad Paisley, Reba McEntire, Blake Shelton, Martina McBride, JaneDear Girls, Collin Raye, John Michael Montgomery, Rodney Atkins, Jerome McComb, Jason Sturgeson, Jamie O’Neal, Kenny Chesney, Montgomery Gentry, LeAnn Rimes, and Miranda Lambert.

My Country Smash Hits, the first CD in the series, was released in August 2010 and featured 13 gold and platinum selling artists performing their hits; Rascal Flatts, Keith Urban, Brad Paisley, Lady Antebellum, Reba McEntire, Darius Rucker, Blake Shelton, Trace Adkins, Montgomery Gentry, Big & Rich, Randy Houser, Rodney Atkins and Dierks Bentley.

Both volumes include number one singles and Grammy winning artists, features original cover artwork by Doonesbury creator, Garry Trudeau and contain special messages from President George W. Bush, on Volume 1 and General Richard Meyer, Chairman of the Joint Chiefs of Staff on Volume 2. Both individuals support the project and the work of the Fisher House Foundation.

The Fisher House Foundation, (www.fisherhousefoundation.org) is a highly rated charity that builds home-like facilities on military bases and military hospitals for all military both active and retired, and their families to live at while they are receiving medical treatment or rehabilitation. There are 50 houses in the United States, one in Germany and 15 more are being built.

Stadium’s pre-recorded music in compact disc and digital formats is marketed to genre specific music consumers and supporters of the charitable partners associated with each project, specifically in country and urban music markets.

In addition, Stadium operates a business to business division that provides consulting services, marketing services and pre-recorded music used for marketing, fundraising and value added bonus items by companies, charitable organizations and schools.

Stadium offers business consulting services to entertainment entities such as independent record companies, artist management, production companies, music publishers, concert promoters, etc. in disciplines including but not limited to marketing, artist development, concert production, talent acquisition, advertising, radio promotion, video promotion, tour management/coordination, and other related fields.

B. Distribution methods of the products or services.

In December 2011, Stadium switched to independent/self distribution from distribution of its products via third party vendors who distribute pre-recorded music, in the form of compact discs to traditional retailers. Through an independent sales team, F&M Merchants, Stadium product is stocked by retailers such as Wal-Mart, Target, and Best Buy and also reaches nontraditional retail outlets such as Caseys, Valero's Gas Stations, Mapco, and Winn Dixie, Echobridge rack accounts, Seven-Eleven and more.

It's title in digital form and for streaming is distributed via Stadium's digital distribution division, Renfield Digital, via the Internet to top digital music retailers and streamers throughout the world. It distributes products produced by independent entertainment companies as well as its own titles to sites including iTunes, Rhapsody, UTube, Juno and more.

Consulting services are distributed in person, telephonically, on line, in writing, via DVD or other multimedia vehicle;

C. Status of any publicly announced new product or service.

Services provided by Stadium's digital distribution division, Renfield Digital, were announced in November 2010, and became available and operative on July 1st 2011;

D. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition.

Sale of pre-recorded music is dominated by the major record companies and their subsidiaries. These competitors are well-established in the market and have significantly greater financial resources, control the highest selling artists and larger music catalogs than Stadium. In recent years, although late to ride the crest of the technological and digital wave due to their bloated size, heavy staffing and slow to respond reflexes, the major record companies have made a strong commitment to digital download delivery and streaming methods for pre-recorded music. They have downsized their manufacturing and distribution operations

sighting the decrease in retail sales outlets carrying compact discs. However, Stadium believes that a decrease in CD stock at major retail outlets is predicated by high major record company pricing strategies..

Stadium also competes with other significant independent record labels and entertainment companies, some of which have been in existence for a longer period of time.

Further, major record companies sighted the growth of high speed internet usage as additional support for their decision to downsize compact disc sales and put more emphasis on digital download delivery methods. While the strength of digital download delivery methods cannot be disputed the continued need for compact disc sales is supported by the facts surrounding the use of and access to home based high speed internet which is essential to fast and high quality digital download consumer experiences.

In addition, major record companies have begun to embrace streaming, a form of data sharing as a source of additional income via subscription fees and advertising income Streams.

Finally, Stadium faces intense music industry and other entertainment/multimedia competition for discretionary consumer spending. Many of its current and potential competitors in the music entertainment and online information services businesses have longer operating histories, significantly greater financial, technical, and marketing resources, greater name recognition, and larger existing customer bases at this point in time.

According to the Pew Internet & American Life Project that tracks high speed access in U.S. homes, 47% of American households have high-speed internet access (February, 2011). The 50% of U.S. households that do not have access to high speed internet and continue to buy compact discs providing that they are readily available and competitively priced represent one of Stadium's strongest niche markets and consumer groups. Enter the non-traditional music retailer; the supermarkets, chain gas stations and convenience stores who are stocking and successfully selling compact discs by displaying them in high traffic and visible store locations and pricing them between \$5.00 and \$10.00 per unit. In addition, innovative retailer/rack jobbers such as Echobridge are "leasing" floor space in major chain box stores such as Wal-Mart, erecting their own display racks and stocking compact discs by major artists and when record companies agree to the right pricing strategy.

Stadium is positioned competitively in several ways:

- It controls all aspects of its operation and related costs; manufacturing, shipping, inventory management advertising and retail relations

- Its size and infrastructure enables fast and efficient reactions to market trends, promotional efforts, advertising, and inventory control.
- It maintains a small but well connected core team of managers who initiate, implement and facilitate all aspects of the business model and have access to top talent, high level industry executives as well as seasoned and successful independent consultants to employ on in-house projects and business to business projects.
- It outsources services such as public relations, social network administration, sales, retail relations, and promotion on an “as needed” basis, cutting overhead and controlling cash flow.
- It licenses master recordings produced by major labels for a fraction of the label’s cost to actually produce the artist and his or her music.
- It has access to preferred pricing on major record label catalogues, budget lines and new releases and deep discounts offered by major record companies due to their shift to digital music delivery and download methods.
- It has secured the services of a national sales team who specialize in non-traditional retail outlets such as supermarkets, gas station chains, convenience stores, and specialty stores throughout the United States and Canada as well as traditional stores such as Best Buy, Wal-Mart, K-Mart, etc.
- It has a strong presence in the digital music delivery and downloads methods including streaming through its digital distribution division, Renfield Digital.
- It has and continues to develop business to business relationships with companies, charitable organizations, and schools interested in using compact discs as fund raising tools, value added items and giveaways.
- It’s pricing is competitive and return policy is as liberal as major record companies

Stadium’s ability to compete successfully will largely depend on additional investment and its ability to build upon and maintain its business model and reputation for quality music entertainment products at reasonable prices as well as making certain that its products are acceptable and compatible to and with consumers;

E. *Sources and availability of raw materials and the names of principal suppliers.*

All raw materials used to manufacture compact discs and related point of purchase items are common place, reasonably priced and readily available. The Issuer's principal suppliers are:

- NYCD, NY, NY – compact disc manufacturing and printing; and
- Packaging & Design--in store counter and floor displays.

F. *Dependence on one or a few major customers.*

The Issuer is not dependent on one or a few major customers.

G. *Patents, trademarks, licenses, franchises, concessions, royalty agreements, or labor contracts, including their duration.*

There are no patents, trademarks, franchises, or labor contracts associated with any products or services offered by the Issuer.

The Issuer has entered in licensing agreements with the following entities:

The Negro League Baseball Museum

Major League Baseball

The Fisher House Foundation

Sony Music Group – Duration Five (5) years, for:

Brad Paisley - “We Danced” and “Little Moments

Montgomery Gentry “My Town” and “Freedom Never Goes Out of Style
Kenny Chesney – “You Had Me from Hello”

Jypsi – “Anything At All”

Martina McBride – “Blessed”

Miranda Lambert – “Gunpowder & Lead”

Terri Clark – “Gypsy Boots”

Mario – “Ghetto Love”

Curb Music Group – Duration Five (5) years, renewable for :

Rodney Atkins - “The River Just Knows” and “Honesty”

LeAnn Rimes - “How Do I Live”

Disney Music Group/Lyric Street- Duration, Five (5) years, renewable for:

Rascal Flatts-“Bless the Broken Road” and “He Ain’t the Leavin’ Kind”

EMI-Capitol Music-Duration, Five (5) years, renewable for:

Trace Adkins – “Until the Last Shot’s Fired” and “Help Me Understand”

Dierks Bentley – “My Last Name”

Lady Antebellum – “Love Don’t Live Here Anymore”

Keith Urban - “Better Life

Darius Rucker - “If I Had Wings” and “Don’t Think I Don’t Think About It

Universal Music Group – Five (5) years, renewable for

Reba McEntire - "I'll Be and Randy Houser – "Boots On"
Macy Gray – "Still Hurts" and Ludacris – "Pretty Girl"
Valory Music – Five (5) years, renewable for Reba McEntire "Consider Me Gone"
Warner Music Group-Duration, Five (5) years, renewable for:
Blake Shelton – "Home" and "Nobody But Me"
The JaneDear Girls – "Saturdays in September
Big & Rich – "Lost In this Moment
JOG Music, Duration, Five (5) years, renewable for:
Jamie O'Neal – "Soldier Comin' Home"
McCombover Records, Five (5) years, renewable for:
Jeremy McComb - "5 to Midnight"
KDI-in perpetuity for Chingy and Nina Ziggys-"Make Your Way to the Dance Floor"
Mental Instruments-in perpetuity for Brandon Hines –"I Don't Wanna"
Lightyears Entertainment, in perpetuity for DJ Pharris, Rich Boy , Paul Wall et al – "Treat Cha Right"
Uncrowned Entertainment and Island Def Jam, in perpetuity for Kanye West and GLC – "The Big Screen"
Bad Boy Records, Five (5) years for Yung Joc – "Knock It Outa Da Park"
Nappy Boy Records-in perpetuity for Tay Dizm, T-Pain and Rick Ross for "Beam Me Up"
Doggy Style Records- in perpetuity for Snoop Dogg and the Hustle Boyz-"The Bigg League"
Outkast Records-in perpetuity for Sam Christianson and Big Boi" for "These Past Days"
Face the Music-in perpetuity for Mikkey Halsted – "Sweet Taboo"
Porta Prince Records-in perpetuity for Porta Prince and Ray J –"If I Told You"
Street Show Records, in perpetuity for Talib Kweli and Rayne" for "Fly Away"

H. *The need for any government approval of principal products or services and the status of any requested government approvals.*

There are no government approval requirements for any principal product or services sold and offered by the Issuer.

Item X. The nature and extent of the issuer's facilities.

The Issuer's principal offices have moved from 888 Seventh Avenue, 35th Floor, New York, NY 10010, to 1745 Broadway, 18th Floor, New York, NY 10019. The commercial office facility space consists of approximately 800 square feet. The Issuer moved its offices and conference room usage, and other space under in conjunction with the relocation initiated by its independent accounting firm with whom it has an arrangement for the use of the commercial space. The Issuer's independent accounting firm does not currently charge it for its occupancy. In addition, on February 1, 2011 the Issuer leased

warehousing and fulfillment facilities for its compact discs, point of purchase materials and merchandising items. The space is approximately 1200 square feet and has one office at 99 Lower Whitfield Road, Accord, NY 12405. The Issuer occupies this facility under an arrangement with one of its employees who has waived rent in the amount of \$300 per month, plus utilities from February 1, 2011 until June 30th, 2012 in lieu of improvements made to the facility including insulation, insurance costs, telephone and Internet installation, security, fire extinguishers, computer equipment and heating. Rent payments will commence on June 30th 2012.

Part D Management Structure and Financial Information

Item XI. The name of the chief executive officer, members of the board of directors, as well as control persons.

A. Officers and Directors.

Camille Barbone (age 60) – Chief Executive Officer, Chairman of the Board, President and Chief Financial Officer and Director

1. Business Address

1745 Broadway, 18th Floor, New York, NY 10019

2. Employment History

February 2011- to Present: President, Chief Executive Officer, Chairman of the Board and Chief Financial Officer – Stadium Entertainment Holdings, Inc.

August 2009 to February 2011: President, Chief Operations Officer, and Chief Financial Officer - Stadium Entertainment Holdings, Inc. and Stadium Entertainment Corp.

December 2007 to July 2009, Sr. VP, General Manager and C.O.O., Stadium Entertainment Corp.

December 2005 to December 2007 – VP and General Manager, Winedark Records

3. Board Memberships and other Affiliations

Ms. Barbone does not currently serve on any other boards or have any affiliations with any companies other than the Issuer's wholly owned subsidiary, Stadium Entertainment Corp.

4. Compensation by the Issuer

Ms. Barbone is entitled to a salary of \$100,000 per year, which is paid by Stadium Entertainment Corp

5. Number and class of the Issuer's securities beneficially owned

Ms. Barbone does not have direct ownership of any shares of the Issuer's Common Stock. Ms. Barbone has a 33.3% interest in a limited liability company which owns 37.5% of the Common Stock of SE Group, Inc., which owns 54% of the Issuer's outstanding Common Stock.

William G. Lomuscio (age 58) - Director

1. Business address

Stem & Cole
571 Milford-Warren Glen Road
Milford, New Jersey 08848

2. Employment history

February 2011 to date – Secretary and Director, Stadium Entertainment Holdings, Inc

January 2010 to date- Legal Counsel, Stadium Entertainment Corp. and Stadium Entertainment Holdings, Corp

January 2006 to date – Associate, Stem, & Cole PC

3. Board memberships and other affiliations

Mr. Lomuscio does not serve on any other boards and is not affiliated with any other companies other than his employer.

4. Compensation by the issuer

Flat fee according to project or hourly fee levied at \$200 per hour.

5. Number and class of the issuer's securities beneficially owned.

None.

Kristi J. Mordica (age 52) – Director of Operations

6. Business address

99 Lower Whitfield Road
Accord, NY 12405

7. Employment history

February 2011 to Date, Director of Operations, Stadium Entertainment Holdings, Inc

January 2008 to February 2011 – Director of Operations, Stadium Entertainment, Corp

October 2006 to January 2008, - Real Estate Broker, Coldwell Banker, Stone Ridge, NY

8. Board memberships and other affiliations

Ms. Mordica does not currently serve on any boards and is not affiliated with any other company except the Issuer's wholly owned subsidiary, Stadium Entertainment Corp.

9. Compensation by the issuer

As of January 1, 2011, Ms. Mordica's salary was increased from \$35,000 to \$50,000 per year, which is paid by Stadium Entertainment Corp.

10. Number and class of the issuer's securities beneficially owned.

None

Michael Xirinachs (age 52) -Beneficial Owner of Controlling Interest in Issuer

1. Business Address

3 Harbor Road, #35
Cold Spring Harbor, New York, NY 11724

2. Employment History

During the past six years, Mr. Xirinachs has been the managing member of each of Emerald Asset Advisers, LLC and Sandstone Investment Partners, LLC, each of which is a private investment firm.

3. Board memberships and other affiliations

Mr. Xirinachs does not serve on any other boards and is not affiliated with any other companies other than Emerald Asset Advisers, LLC and Sandstone Investment Partners, LLC.

4. Compensation by issuer

None

5. Number and class of the issuer's securities beneficially owned

Mr. Xirinachs does not have any direct ownership of the Issuer's securities. Mr. Xirinachs owns approximately 50.8% of the outstanding shares of SE Group, Inc. directly (8.3%) and through Sandstone Investment Partners, LLC (37.5 %) and Emerald Asset Advisors, LLC (5.0%).

B. *Legal/Disciplinary History.*

To the best of the Issuer's knowledge, none of the above referenced persons have been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses).
2. The entry of an order, judgment or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities or banking activities.
3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated.
4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities.

C. *Disclosure of Family Relationships*

None

D. *Disclosure of Related Party Transactions*

Stadium Entertainment Corp. owes an aggregate of \$1,842,000 to Sandstone Investment Partners, LLC, and Emerald Asset Advisors LLC in respect of loans made to support its operations. Michael Xirinachs is the managing member of each of Sandstone Investment Partners, LLC and Emerald Asset Advisors LLC. Mr. Xirinachs and these entities collectively own approximately 50.8% of the outstanding common stock of SE Group, Inc. SE Group, Inc. owns approximately 54% of the Issuer's outstanding Common Stock.

E. *Disclosure of Conflicts of Interest*

To the best of the Issuer's knowledge, no conflicts of interest exist between the Issuer and any of its officers or directors as a result of competing professional or personal interests.

Item XII. Financial information for the issuer's most recent fiscal period.

The Issuer's unaudited consolidated balance sheet, statement of operations, statement of cash flows, and statements of changes in stockholders equity for the quarter ending December 31, 2011 are attached as Appendix A. Such financial statements are incorporated by reference herein.

Item XIII. Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

The balance sheet, statement of income, statement of cash flows, and statement of changes in stockholder's equity of Stadium Entertainment Corp. for the fiscal years ended December 31, 2010 and December 31, 2009 are attached as Appendix B hereto. Such financial statements are incorporated by reference herein.

Item XIV. Beneficial Owners

To the best of the Issuer's knowledge, the following are the beneficial owners of 5% or more of the Issuer's outstanding Common Stock.

<u>Name of Shareholder</u>	<u>No. of Shares Owned</u>	<u>Percentage</u>
SE Group, Inc. 888 Seventh Avenue, 35 th Floor New York, NY 10010	162,000,200	54%

- (1) Michael Xirinachs, who maintains a business address at 3 Harbor Road, #35, Cold Spring Harbor, New York 11724, owns approximately 50.8% of the outstanding shares of SE Group, Inc. directly (8.3%) and through Sandstone Investment Partners, LLC (37.5%) and Emerald Asset Advisors, LLC (5.0%). Camille

Barbone has a 12.5% indirect interest in SE Group, Inc. through a limited liability company of which she is a 33.3% owner.

Item XV. The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development, and disclosure:

1. Investment Banker

None

2. Promoters

None

3. Counsel

Giordano, Halleran & Ciesla, P.C., 125 Half Mile Road, Red Bank, New Jersey currently serves as counsel to the Issuer and Stadium Entertainment Corp.

Stem & Cole, 571 Milford-Warren Glen Road, Milford, New Jersey 08848, provides legal services, from time to time, to Stadium Entertainment Corp.

Frank Yates, Jr., Esq., 4602 Southern Parkway, Suite 2A, Louisville, Kentucky 40214 has provided opinions of counsel with respect to matters pertaining to transfers of the Issuer's Common Stock and the adequacy of the Issuer's current information available to the public markets.

4. Accountant or Auditor

Spielman, Koenisberg & Parker LLP, 888 Seventh Avenue, 35th Floor, New York, New York 10100, (212) 453-2558; dlipman@skpny.com, has provided bookkeeping services to the Issuer and Stadium Entertainment Corp. and assisted management in preparing the financial statements included in Appendix B hereto. Founded in 1955, Spielman, Koenisberg & Parker LLP provides a vast array of services to its clients, including traditional accounting and auditing and tax services.

5. Public Relations Consultant(s)

None

6. Investor Relations Consultant

None

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement – the information shall include the telephone number and email address of each advisor.

None

Item XVI. Management’s Discussion and Analysis or Plan of Operation

A. *Plan of Operation*

See “Liquidity and Capital Resources” below

B. *Management’s Discussion and Analysis of Financial Condition and Results of Operations*

Overview

On January 18, 2011, the Issuer acquired Stadium Entertainment Corp. (“Stadium”) pursuant to a share exchange transaction (the “Share Exchange”) in which it issued 200 shares of the Issuer’s Common Stock in exchange for all of the outstanding shares of Stadium common stock. As a result of the Share Exchange, Stadium has become a wholly owned subsidiary of the Issuer. The Issuer transferred its prior business operations to the Issuer’s former management in consideration of management assuming all liabilities related to the prior business at the time it completed the Share Exchange. As a result, the Issuer is currently operating Stadium Entertainment Corp. as its sole line of business.

Stadium is a multi-faceted entertainment company active in all aspects of the entertainment industry and specializing in the music industry sector. Stadium has developed a unique business model that incorporates three key elements into its musical projects:

- Musical projects involving high profile recording artists that include a designated income stream earmarked for a worthy and reputable charitable organization;
- an extensive and powerful network of music industry contacts including executives, artists, managers and agents, record companies, music publishers, and charities which attract high profile talent as well as corporate partners; and
- a seasoned, experienced and successful project management team.

To date, Stadium's primary business focus has been on the production, marketing, and distribution of prerecorded music products by established and top selling recording artists, a portion of the proceeds earmarked for worthy charitable and philanthropic organizations via exclusive licensing agreements with participating charities. Each project is structured to also produce profits for Stadium. The use of top selling recording artists to participate in its projects minimizes the risks inherent in start-up entertainment companies by capitalizing and building on the established retail power of star studded music compilations and coupling them with high profile, well regarded and established charitable organizations and causes.

Stadium's most recent project entitled "My Country: Smash Hits 2" features 14 gold and platinum selling artists and two new artists. Artists included on this volume are Rascal Flatts, John Michael Montgomery, Brad Paisley, Collin Raye, Reba McEntire, Jeremy McCombs, The JaneDear Girls, Blake Shelton, Miranda Lambert, Jason Sturgeon, Montgomery Gentry, LeAnn Rimes, Martina McBride, Rodney Atkins, and Kenny Chesney. The CD package features original cover artwork by Doonesbury creator, Gary Trudeau and a special message from General Richard Meyer, former Chairman, of Joint Chiefs of Staff. The project benefits the Fisher House Foundation and was released August 2011. This title reprises "My Country: Smash Hits, 1 featuring 14 gold and platinum selling artists Rascal Flatts, Brad Paisley, Lady Antebellum, Trace Adkins, Dierks Bentley, Randy Houser, Reba McEntire, Blake Shelton, Montgomery Gentry, Big & Rich, Jypsi, Keith Urban and Rodney Atkins. The Company expects to release Volume 3 in August 2013.

The first Stadium project, entitled "True to the Game," benefits the Negro League Baseball Museum and includes tracks from high level hip-hop/urban artists, including Kanye West, Ludacris, Snoop Dogg, T-Pain, Mario, and Macy Gray.

By the end of 2013, the Company projects it will release the first volume of a new compilation series benefitting and musically tying into the ever growing and well established Latin American music market. It also intends to release a third title for the year which will liaise with a Global charitable foundation and incorporate music by pop artists from the U.S, Canada, and Europe. Further, a third volume of My Country Smash Hits is planned.

In addition to operations devoted to pre-recorded musical sales, Stadium has added digital and traditional distribution to its primary business focus. Through a software platform licensing agreement with Danmark/Rainy Songs Digital US, Stadium is capable of distributing digital downloads and streaming music, E-books, videos, applications, video games and DVDs worldwide, to all major retail sites including but not limited to

iTunes, Juno, Rhapsody and other highly trafficked digital retail sites. It distributes titles for independent artists and record companies as well as its own titles.

Results of Operations for the Three Months Ended December 31, 2011

Revenues for the three months ended December 31, 2011 were \$ 44,504, which represents sales of Stadium's "My Country Smash Hits" 1 and 2, True to the Game" music products and administrative fees for digital distribution, Cost of sales for the three months ended December 31, 2011 \$2,100 which included all product costs including shipping and delivery. Selling, general, and administrative expense for the three months ended December 31, 2011 was \$ (55,258) which included salaries (\$ 30,050), commission expense (\$10,000), travel expenses (\$2,707), office supplies and expense (\$6,048), meals and entertainment (\$2,871) and insurance, and reference expenses (\$3,582).

As a result of the foregoing, Stadium incurred a loss from operations of \$ 10.754 and a net loss of (\$149,935) for the period.

Liquidity and Capital Resources

On December 31, 2011, the Company had approximately \$ 810.00 of cash. Stadium has funded its operations to date through revenues from CD sales, equity contributions from its founders, advances from its prior distributor and borrowings, including loans from a related party in the aggregate principal amount of approximately \$2, 500, 800. Of this amount, \$1,800,800 is past due.

In recent periods, Stadium has been managing its cash requirements by negotiating deferrals with creditors, suspending promotional activities, reducing staff and deferring payments to consultants and employees. Pending receipt of second tier funding, management is endeavoring to keep cash expenditures to a minimum. At the same time, management is endeavoring to consummate distribution agreements requiring the payment of upfront administrative fees used to generate immediate revenues.

The Issuer plans to finance its capital needs primarily from the sale of debt and/or equity securities. Stadium has generated only modest revenues to date and potential revenue streams are speculative. As a result, the Issuer can give no assurance that cash generated from operations will be sufficient to fund future projects. No assurance can be given that we will be able to raise the capital required to develop and support our business.

C. *Off-Balance Sheet Arrangements.*

The Issuer does not currently have nor does it plan to have in the future any Off-Balance Sheet Arrangements that would have any effect on its financial condition, revenues, or expenses, results of operations, liquidity, capital expenditures, or capital resources that is material to investors.

Part E Issuance History

Item XVII. List of securities offerings and shares issued for services in the past two years.

In June 2009, the Issuer issued 262,000 shares of Common Stock to members of the Issuer's advisory committee. The Issuer relied upon the exemption provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), in making such issuances.

From March 22, 2010 through September 22, 2010, the Issuer issued 123,021,666 shares of Common Stock in exchange for outstanding notes payable in the aggregate principal amount of \$123,021.66. The issuance of these shares triggered the issuance of additional 174,884,572 shares of Common Stock pursuant to anti-dilution rights held by certain stockholders of the Issuer. The Issuer relied on the exemption provided by Section 4(2) of the Securities Act in making such issuances.

In January 2011, the Issuer issued 200 shares of Common Stock in exchange for all of the outstanding shares of Stadium Entertainment Corp. The Issuer relied upon the exemption provided by Section 4(2) of the Securities Act in making such issuance.

Part F Exhibits

The following documents are attached to this disclosure statement:

Item XVIII. Material Contracts.

The following material contracts are included in Appendix C hereto.

1. Loan and Security Agreement dated as of February 14, 2008 between Sandstone, LLC and Stadium Entertainment Corp.
2. Agreement dated as of September 1, 2006 between Negro Leagues Baseball Museum and Stadium Records
3. Agreement dated as of August 1, 2009 between Fisher Foundation, Inc and Stadium Entertainment Holding Corp.
4. Share Exchange Agreement dated as of December 31, 2010 among Compress Technologies, Inc., Stadium Entertainment

Corp. and Stadium Entertainment Holding Corp.

Item XIX. Articles of Incorporation and Bylaws.

The Issuer's Articles of Incorporation and all amendments thereto and the Issuer's By-laws have been posted on otcmarkets.com on July 20, 2011.

Item XX. Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

There have been no purchases of the Issuer's equity securities during the three months ended December 31, 2011 by the Issuer or any "Affiliated Purchaser." Stadium Entertainment Holding Corp. (now known as SE Group, Inc.) acquired an aggregate of 162,000,200 shares of the Issuer's Common Stock at the time that the Share Exchange was completed.

Item XXI. Issuer's Certification.

I, Camille Barbone, certify that:

1. I have reviewed this Information and Disclosure Statement of Stadium Entertainment Holdings, Inc.:
2. Based on my knowledge, this disclosure does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Information and Disclosure Statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this Information and Disclosure Statement, fairly present, in all material respects, the financial condition, results of operations and cash flows of the issuer as of, and for the period presented in this Information and Disclosure Statement.

By:



Date: February 10th 2011 Camille Barbone
Chief Executive Officer (Principal
Executive Officer) Chairman of the Board and Chief Financial Officer
(Principal Financial Officer of Principal Account Officer)

APPENDIX "A"

STADIUM ENTERTAINMENT HOLDINGS, INC.

CONSOLIDATED BALANCE SHEET

December 31, 2011

Assets

Current

Cash	\$ 810
Accounts receivable, less allowance for returns of \$ 19,345	\$ 58,034
Inventory	\$ 21,040
Other receivables	\$ ----
Employee Advances	\$ 30,050
Artist advance royalties recoupable within one year	\$ 20,000

Total current assets	\$129,934
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Artist advance recoupable after one year	\$ 20,000
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Total Assets	\$ 149,934
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Liabilities

Current

Accounts payable and accrued expenses	\$1,088,255
Accrued payroll	\$180,000
Royalty payable	\$ 11,905
Accrued interest	\$501,500
Loan payable	\$2,500,800

Total current liabilities	<u>\$4,289,160</u>
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Total liabilities	<u>\$4,289,160</u>
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Stockholders' equity (deficit)

Common Stock (par value\$.001; 300,000,200 shares issued and outstanding at par value)	200
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Additional paid in capital	0
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Total stockholders' deficit	(4,139,426)
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Total liabilities and stockholders' equity	\$149,934
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STADIUM ENTERTAINMENT HOLDINGS, INC.
CONSOLIDATED STATEMENT OF OPERATIONS
For the three month period ending December 31, 2011

Revenue	
Sales	\$ 44,504
Release of advance	-----
Total revenue	<u>\$ 44,504</u>
Cost of sales	
Product Cost	\$ 0
Licensing Fees	\$ 0
Non-recoupable product costs	<u>\$ 3,000</u>
Total cost of sales	<u>\$ 3,000</u>
Gross profit	\$ 41,504
Operating expenses	
Selling, general and administrative expenses	<u>\$ 55,258</u>
Total operating expenses	<u>\$ 55,258</u>
Loss from operations	<u>(\$ 13,754)</u>
Other expenses	
Interest expense	<u>(\$ 136,181)</u>
Total other expense	<u>(\$ 136,181)</u>
Loss before income taxes	(\$ 149,935)
Net loss	<u>(\$ 149,935)</u>
(Loss) per common share	<u>(\$ 0.00)</u>
Weighted average shares outstanding	<u>162,000,400</u>

STADIUM ENTERTAINMENT HOLDINGS, INC.

CONSOLIDATED STATEMENT OF CASH FLOWS

For the Three Month Period Ending December 31, 2011

Cash Flows from operating activities

Net Loss	\$ (149,935)
Adjustments to reconcile net loss to net cash	
Used in operating activities:	
(Increase) decrease in:	
Accounts receivable, net	\$(58,034)
Loan receivable	\$(0)
Other receivables	\$(0)

Increase (decrease) in:

Accounts payable & accrued expenses	\$(1,088,255)
Accrued payroll	\$ 180,000
Accrued interest	\$ 501,500
Deferred income	<u>\$ 0</u>

Net cash used in operating activities \$ 1,769,755

Cash flows from financing activities:

Proceeds from loan payable	\$(1,759,577)
Net cash provided by financing activities	\$(1,759,577)
Net (decrease) increase in cash	\$ (4,684)
Cash, Beginning of Period	<u>\$ 5,494</u>

Cash, End of Period **\$ 810.00**

STADIUM ENTERTAINMENT HOLDINGS, INC.

CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

December 31, 2011

	<u>Common Stock</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity</u>
Balance, January 1, 2011	200	(3,471,993)	(3,471,793)
Net Loss	<u> </u>	<u>(139,147)</u>	<u>(139,147)</u>
Balance, December 30, 2011	<u>\$ 200</u>	<u>\$(3,611,140)</u>	<u>\$(3,610,940)</u>

APPENDIX “B”

STADIUM ENTERTAINMENT CORPORATION

BALANCE SHEET

DECEMBER 31, 2010 AND 2009

	<u>2010</u>	<u>2009</u>
Assets		
Cash	\$ 172,154	\$ 4,975
Accounts receivable, less allowance for returns Of \$100,841 and \$32,349 respectively	133,949	5,757
Inventory	15,594	7,022
Prepaid Expenses	-	450
Other receivables	459	2,685
Employee advances	5,500	41,700
Artist advance royalties recoupable within one year	<u>43,521</u>	<u>43,521</u>
Total current assets	351,177	106,110
Artist advance recoupable after one year	21,761	21,761
Total assets	<u>\$ 372,938</u>	<u>\$ 127,871</u>
Liabilities		
Current		
Accounts payable and accrued expenses	\$ 708,831	\$ 462,784
Accrued Payroll	118,693	-
Royalty payable	32,223	7,497
Accrued Interest	436,592	238,213
Deferred Income	47,592	47,592
Loans Payable	<u>2,500,800</u>	<u>1,954,800</u>
Total current liabilities	<u>3,844,731</u>	<u>2,710,886</u>
Total liabilities	<u>3,844,731</u>	<u>2,710,886</u>
Stockholders' equity (deficit)		
Common stock	200	200
Accumulated deficit	<u>(3,471,993)</u>	<u>(2,583,215)</u>
Total stockholders' deficit	<u>(3,471,793)</u>	<u>(2,583,015)</u>
Total liabilities and stockholders' equity	<u>\$ 372,938</u>	<u>\$ 127,871</u>

STADIUM ENTERTAINMENT HOLDINGS INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and Basis of Presentation

Stadium Entertainment Holdings Inc. (the “Company”), was originally formed in 1996 as Kentucky Telephone A Telecommunications Corp. In 2006, Kentucky Telephone A Communications Corp. merged with its wholly owned Nevada subsidiary, with the subsidiary being the surviving corporation. Later in 2006, the Company changed its name to Compress Technologies, Inc.

In January 2011, the Company acquired all of the outstanding shares of Stadium Entertainment Corp., a Nevada corporation, in exchange for 200 shares of the Company’s Common Stock. As a result of the share exchange, Stadium Entertainment Corp. became a wholly owned subsidiary of the Company. Contemporaneous with the share exchange, the Company transferred its prior business operations to the Company’s former management in consideration of management assuming all liabilities related to the former business. The Company is operating Stadium Entertainment Corp. as its sole line of business.

In February 2011, the Company changed its name to Stadium Entertainment Holdings, Inc. The Company now intends to produce market and distribute prerecorded music products of established recording artists to raise funds for charitable and philanthropic organizations and generate revenues for the Company. The Company also plans to assist artists in the development of their careers and provide distribution services for other record companies.

2. Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist in understanding the Company’s financial statements. The financial statements and notes are representations of the Company’s management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements. The financial statements have prepared by the Company, without audit. Certain information and disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have condensed or omitted. These financial statements reflect all adjustments (consisting only of normal recurring adjustments) that, in the opinion of management, are necessary to present fairly the financial position, results of operations and cash flows of the Company for the periods presented. The results of operations for the three month period presented are not necessarily indicative of the results to be expected for the full year.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Cash and Cash Equivalents 13

The Company considers all cash on hand, cash accounts without withdrawal restrictions, and highly liquid investments with a maturity of three months or less at the date of purchase to be considered cash and cash equivalents.

Revenue Recognition

In accordance Staff Accounting Bulletin No. 104 ("SAB 104"), "Revenue Recognition", the Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collection is reasonably assured.

In accordance with industry practice and as is customary in many territories, certain products, such as CD's, are sold to customers with the right to return unsold items. Under Statement of Standards No. 48, ("FAS 48") "Revenue When Right of Return Exists," revenues from such sales are recognized when the products are shipped by the distributor and are based on gross sales less a provision for estimated returns. Revenues from the sale of recorded music products through digital distribution channels are recognized when the products are downloaded and the electronic payment has posted. The Company does not establish a provision for customer returns for digital download sales. In determining estimated returns management will analyze historical industry trends, current economic trends, changes in customer demand and customer acceptance of our product. Based on this information, management reserves a percentage of each dollar of product sales to provide for estimated customer returns. Based on management's experience in the industry and historical returns the Company has established an initial provision of thirty five percent (35%) of CD sales.

In August 2009, the Company established its "Associated Label Division" to increase its emphasis on providing distribution and other services to independent record and entertainment companies. The Company plans to structure its arrangements with independent record and entertainment companies to provide for a fixed administrative fee for its services and a distribution fee based upon a percentage of sales. In accordance with Staff Accounting Bulletin No. 104 ("SAB 104"), "Revenue Recognition", the Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, and collection is reasonably assured. The Company will recognize revenue related to the fixed administrative fee ratably over the service life of the contract in accordance with SAB 104. The distribution fee charged based on a percentage of gross product sales will be accounted for in accordance with FAS 48.

The accounting issue that will arise in these arrangements is whether the Company should report revenue based on the "gross" amount billed to independent record and entertainment companies or on the "net" amount received from the customer after distribution fees have been paid to third parties. To the extent revenues are recorded gross (in the full amount billed), any distribution fees are recorded as expenses so that the net amount (gross revenues, less expenses) flows through operating income. As a result, the impact on net income is the same, whether the Company records the revenue on a gross or net basis.

The Company will record revenue on a gross or net basis based on the terms of the arrangement. The Company will evaluate each agreement to determine if they are acting as the "principal" or as an "agent" in the transaction. The Company will report revenue on a gross basis if they are acting as principal in the arrangement and on a net basis if they are acting as an agent.

In determining whether the Company serves as principal or agent in these arrangements, the Company follows the guidance in EITF 99-19, "*Reporting Revenue Gross as a Principal versus Net as an Agent*" ("EITF 99-19"). Pursuant to such guidance, the Company serves as the principal in transactions where the Company has the substantial risks and rewards of ownership. The indicators that the Company has substantial risks and rewards of ownership are as follows: 14

- ☐ the Company is the supplier of the products or services to customer;
- ☐ the Company has latitude in establishing prices;
- ☐ the Company has the contractual relationship with the ultimate customer;
- ☐ the Company modifies and services the product purchased to meet the ultimate customer specifications;
- ☐ the Company has discretion in supplier selection; and
- ☐ the Company has credit risk

Conversely, pursuant to EITF 99-19, the Company serves as agent in arrangements where the Company does not have substantial risks and rewards of ownership. The indicators that the Company does not have substantial risks and rewards of ownership are as follows:

- ☐ the supplier (not the Company) is responsible for providing the product or service to the customer;
- ☐ the supplier (not the Company) has latitude in establishing prices;
- ☐ the amount the Company earns is fixed;
- ☐ the supplier (not the Company) has credit risk; and
- ☐ the supplier (not the Company) has general inventory risk for a product before it is sold.

Based on the above criteria, the Company will record the distribution of product on behalf of third-party record labels on a gross basis, subject to the terms of the contract.

Inventory

Inventories consist of CD's and related music products. Inventory is stated at lower of cost or net realizable value. Cost is determined using a first-in, first-out ("FIFO") methodology. Returned goods included in inventory are valued at net realizable value, but not in excess of cost. Processing and refurbishing costs of returned inventory are expensed as incurred.

Income Taxes

Income taxes are provided using the asset and liability method presented by FASB Statement No. 109, "Accounting for Income Taxes" ("FAS 109"). Under this method, income taxes (i.e., deferred tax assets, taxes currently payable/refunds receivable and tax expense) are recorded based on amounts refundable or payable in the current fiscal year and include the results of any differences between U.S. GAAP and tax reporting. Deferred income taxes reflect the tax effect of net operating loss, capital loss, and general business credit carry forwards and the net tax effects of temporary differences between carrying amount of assets and liabilities for financial statements and income tax purposes, as determined under enacted tax laws and rates. The financial effect of changes in tax laws is accounted for in the period of enactment. Valuation allowances are established when management determines that it is more likely than not that some portion or the entire deferred tax asset will not be realized in accordance with SFAS 109. In circumstances where there is sufficient negative evidence, establishment of a valuation allowance must be considered. The Company believes that losses since inception represent sufficient negative evidence to consider a valuation allowance under the provisions SFAS 109. As a result, the Company determined that its deferred tax assets required the establishment of a valuation allowance.

The realization of the remaining deferred tax assets is primarily dependent on forecasted future taxable income. The valuation allowance that has been established will be maintained until there is sufficient positive evidence to conclude that it is more likely than not that such assets will be realized. An ongoing pattern of profitability will generally be considered as sufficient positive evidence. Our income tax expense recorded in the future may be reduced to the extent of offsetting decreases in our valuation allowance. The establishment and reversal of valuation allowances could have a significant positive or negative impact on future earnings.

The Company is a corporation for federal and state income tax reporting purposes.

Fair Value of Financial Instruments

The Company estimates the fair value of financial instruments using available market information and valuation methods. Considerable judgment is required in estimating fair value. Accordingly, the estimates of fair value may not be indicative of the amounts the Company could realize in a current market exchange. As of September 30, 2011, the carrying value of accounts payable and accrued expenses approximated fair value due to the short-term nature and maturity of these instruments.

Loss per Common Share

Basic loss per share is computed by dividing the net loss attributable to the common stockholders by the weighted average number of shares of common stock outstanding during the period. Diluted loss per share is computed similar to basic loss per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. There were no dilutive financial instruments issued or outstanding for the three months ended September 30, 2011.

3. Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. While the management of the Company believes that the Company will be successful in its capital formation and operating activities, there can be no assurance that it will be able to raise additional capital, or be able to generate sufficient revenues to sustain its operations. These conditions create an uncertainty as to the Company's ability to continue as a going concern.

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. The Company has not established a significant source of revenue to cover its operating costs, and as such, has incurred an operating loss since inception. These and other factors raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the possible inability of the Company to continue as a going concern.

4. Artist Advances

The Company paid advances to artists and producers with respect to future sales. The Company accounts for these advanced payments under the related guidance in Statement of Financial Accounting Standard No. 50, "Financial Reporting in the Record and Music Industry" ("FAS 50"). Under FAS 50, the Company capitalized as assets advanced payments that management believes are recoverable from future sales. Management's decision to capitalize an advance to an artist or producer as an asset requires significant judgment as to the recoverability of those assets. The recoverability of these assets is assessed upon initial commitment of the advance based upon management's anticipated revenues from sales of future music and publishing related products. In determining whether these amounts are recoverable, management evaluates the current and past popularity of the artist, the initial or expected commercial acceptability of the product, the current and past genre of music that the product is designed to appeal to, and other relevant factors. Any portion of such advances not deemed to be recoupable from future royalties is expensed at the balance sheet date. All advances are assessed continuously and at a minimum on a quarterly basis.

As of December 30, 2011, the Company had \$8,962 of advances on the balance sheet, of which all are considered current, as the Company anticipates recouping this amount within a period of one year or less.

5. Loans payable – Related party

As of December 30, 2011, no additional loans were made to the Company. Substantially all amounts payable under previous loan arrangements are past due. The lender has not agreed to extend the maturity date of the loan and no assurance can be given that the lender will not elect to pursue remedies against the Company. Approximately \$1,384,000 of the loans are secured by all of the Company's rights, title and interest in its compilation album commemorating the Negro Baseball League Museum and any sequels thereto, including the Company's rights in the master recording included in the album, its agreement with the Negro Baseball League Museum and all contracts products and proceeds of any of the foregoing

APPENDIX “C”

LOAN AND SECURITY AGREEMENT

LOAN AND SECURITY AGREEMENT (this “Agreement”) dated as of _November 1, 2008, between **STADIUM ENTERTAINMENT CORP.**, a Delaware limited liability company, of 206 Bryans Road, Hampton, New Jersey 08827 (the “Borrower”) and **SANDSTONE LLC**, a limited liability company, of 5500 34th Street West, Unit P204, Bradenton, Florida 34210 (the “Lender”).

RECITALS

WHEREAS, Lender, Borrower and Stadium Entertainment Group, LLC, a Delaware limited liability company (“SEG”), have entered into a Shareholders Agreement (the “Shareholders Agreement”), and

WHEREAS, pursuant to the Shareholders Agreement, Lender has agreed to make a loan to Borrower, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

1.01. Certain Defined Terms. As used herein, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Affiliate” means, with respect to any specified Person, any othe Person that directly or indirectly controls or is controlled by, or is under common control with, such specified Person.

“Available Cash” means, at any specified date, Borrower’s cash on hand less (a) the amount of Lender’s accrued but unpaid obligations to Persons (other than its Obligations hereunder) and (b) Borrower’s anticipated cash needs, as determined by Borrower in its good faith judgment.

“Collateral” has the meaning specified in Section 7.01(a) of this Agreement.

“Default” means any Event of Default or any event that would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

“Events of Default” has the meaning specified in Section 6.01 of this Agreement.

“Lien” means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

“Loan” has the meaning specified in Section 2.01 of this Agreement.

“Maturity Date” shall mean the date which is the last day of the month in which occurs the date which is one (1) year following the date on which Borrower has received the full amount of the Loan.

“NY UCC” means the Uniform Commercial Code in effect from time to time in the State of New York.

“Obligations” means the unpaid principal of the Loan, accrued but unpaid interest on the Loan, and all other obligations of the Borrower to the Lender pursuant to this Agreement.

“Permitted Liens” means any Lien granted to Borrower’s record distributor in the ordinary course of business to secure obligations to such distributor under the record distribution agreement.

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company, limited liability partnership or other entity.

ARTICLE II - AMOUNTS AND TERMS OF THE LOAN

2.01. The Loan. Promptly following the complete execution hereof, Lender agrees to make a loan to Borrower in the amount of One Million Five Hundred Thousand (\$1,500,000) Dollars. (The principal amount of the loan, together with interest therein as provided herein, shall be referred to herein as the “Loan”.) Lender and Borrower hereby acknowledge that Borrower has previously received \$500,000 of the principal amount of the Loan.

2.02. Interest. From the date the Loan is made, interest shall accrue on the unpaid principal balance of the Loan at a rate equal to ten percent (10%) per annum. Notwithstanding the foregoing, the maximum amount of interest accrued and collected hereunder shall not exceed that permitted under applicable Federal and State law from time to time. Interest shall not be compounded.

2.03. Repayment.

(a) Periodic Repayments from Available. Borrower shall have the right, from time to time, to repay the Obligations from Borrower’s Available Cash, if any.

(b) Final Repayment. The Borrower shall repay the outstanding Obligations to the Lender no later than the Maturity Date.

(c) Prepayments. All prepayments of less than the full amount of outstanding Obligations shall be applied first to interest and any fees, expenses and charges due from Borrower hereunder, and then to principal.

ARTICLE III - CONDITIONS OF LENDING

3.01. Conditions Precedent to Loan. The obligation of the Lender to make the Loan is subject to the delivery to Lender by, or on behalf of Borrower, of each of the following:

- (a) This Agreement, duly executed by Borrower;
- (b) Executed copies of proper financing statements on Form UCC-1 or otherwise, to be filed under the Uniform Commercial Code of each jurisdiction as may be necessary or desirable to perfect the security interests granted to Lender hereunder; and
- (c) Any other documents or instruments required or requested by Lender to perfect the Lender's security interests in the Collateral.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.01. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

- (a) This Agreement creates, subject to the filing and continuation of appropriate financing statements, a valid and perfected first priority (except for any Permitted Liens) security interest in the Collateral in favor of Lender, superior and prior to the rights of all Persons (except the lienholder of a Permitted Lien) and subject to no other Liens other than Permitted Liens; and
- (b) Borrower owns all of the Collateral and has good title to the Collateral, free and clear of all Liens (other than Permitted Liens).
- (c) Borrower has the full right and authority to enter into and fully perform this Agreement.

4.02. Representations and Warranties of the Lender. The Lender represents and warrants that it has the full right and authority to enter into and fully perform this Agreement.

ARTICLE V - COVENANTS OF THE BORROWER

5.01. Affirmative Covenants. So long as any amount under this Agreement shall remain unpaid, the Borrower covenants and agrees to do all of the following:

- (a) Comply in all material respects with all applicable laws, rules, regulations and orders;
- (b) Preserve and maintain Borrower's existence, rights (as contained in its constitutive documents and statute), business, and franchises;
- (c) After an Event of Default, in its discretion, the Lender may, at any time and from time to time, in its name or the Borrower's or otherwise, notify any account debtor or obligor of any Account included in the Collateral to make payment to the Lender.
- (d) Perform all acts and execute and file all documents reasonably requested by the Lender from time to time to evidence, perfect, maintain or enforce the full benefits of this Agreement to Lender, including Lender's security interests granted under this Agreement and to effectuate or maintain the priority thereof or otherwise to carry out the provisions and purposes contained therein. Borrower shall be solely responsible for any costs incurred in connection herewith, except that Lender shall be solely responsible for any filing costs or other related costs.

5.02. Negative Covenants. So long as any amount under this Agreement shall remain unpaid, the Borrower will not, without the prior written consent of the Lender:

- (a) At any time create, incur, assume or suffer to exist any indebtedness other than (i) the Debt evidenced hereby; or (ii) pursuant to Section 5.02(c) below;
- (b) Create or suffer to exist any Lien (other than Permitted Liens) on or with respect to any of its properties, whether now owned or hereafter acquired, including the Collateral;
- (c) Lend or advance money, credit or property to any Person other than (i) the extension of payment terms for trade debt in the ordinary course of business, or (ii) make advances against royalties to any Person in the ordinary course of business;
- (d) Invest in (by capital contribution, creation of subsidiaries or otherwise) or enter into any exchange of securities with any Person, other than the investment in short-term interest-bearing instruments;
- (e) Guarantee, assume, endorse, act as a surety for or otherwise become responsible for (directly or indirectly or by any instrument having the effect of assuring any Person's payment or performance or capability) the indebtedness, performance, obligations, stock or dividends of any Person;
- (f) Merge, consolidate, liquidate, dissolve or otherwise sell, transfer, assign, lease or otherwise dispose of any of its properties, whether now owned or hereafter acquired, including the Collateral, except that Borrower may sell, transfer, assign, lease or otherwise dispose of its properties in the ordinary course of business.

ARTICLE VI - EVENTS OF DEFAULT

6.01. Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

- (a) The Borrower shall fail to pay any principal of any Loan when due, unless such failure is caused by the failure of Lender to comply with its obligations hereunder;
- (b) Any material representation or material warranty made by the Borrower hereunder shall prove to have been incorrect in any material respect when made;
- (c) The Borrower shall fail to perform or observe any term, representation, warranty, covenant or agreement contained in this Agreement to be performed or observed by Borrower if such failure is material and if such failure shall remain unremedied for thirty (30) days after written notice thereof shall have been given to Borrower by the Lender;
- (d) Unless caused by the failure of Lender to pay the full amount of the Loan, Borrower shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Borrower, seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of Borrower or its debts under any

law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Borrower or for any substantial part of Borrower's property and, in the case of any such proceeding instituted against Borrower (but not instituted by Borrower), either such proceeding shall remain undismissed or unstayed for a period of ninety (90) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, Borrower or for any substantial part of its property) shall occur; or the Borrower shall take any action to authorize any of the actions set forth above in this subsection (d);

then, and in any such event, the Lender, in addition to any rights and remedies it may have under Section 7.02 hereof, may, by notice to the Borrower at any time thereafter, suspend or terminate its obligation to make further Loans hereunder, and declare the Obligations to be forthwith due and payable, whereupon the Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that in the event of an actual or deemed entry of an order for relief with respect to the Borrower under the Federal Bankruptcy Code, Lender's obligation to make further Loans hereunder shall automatically be terminated and the Obligations shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

6.02. Lender's Actions. Notwithstanding anything to the contrary contained in this Agreement, Borrower shall not be deemed to be in breach or default of this Agreement if the act or omission which would otherwise constitute a breach or default by Borrower hereunder is caused by an act or omission by Lender which constitutes a breach or default by Lender of Lender's obligations under this Agreement.

ARTICLE VII - SECURITY

7.01. Grant of Security Interest.

(a) In consideration of the Loans and as collateral security for the prompt and complete payment and performance when due of the Obligations, the Borrower hereby grants to the Lender a continuing first priority (except with respect to Permitted Liens) security interest in, and Borrower assigns as security to the Lender, all of the Borrower's right, title and interest in and to, or relating to, the compilation audio album (the "NBLM Album") commemorating the Negro Baseball League Museum (the "NBLM") and any sequels thereto, including, without limitation, any rights Borrower has in or to the master recordings included in the NBLM Album, Borrower's agreement with NBLM and all rights under any other licenses and other contracts, and all products and proceeds of any of the foregoing, in any form, whether now owned or hereafter acquired (the "Collateral").

(b) The Borrower, without the written consent of the Lender, shall not sell, assign or otherwise dispose of any of the Collateral other than sales of records in the ordinary course of business, or create or suffer to exist any Lien (other than Permitted Liens) upon or with respect to any of the Collateral to secure the indebtedness of any Person, .

(c) The Lender shall have continuing first priority (except for Permitted Liens) security interests with respect to all of the Collateral and such security interests shall (i) remain in full force and effect until the Obligations have been satisfied in full, (ii) be binding

upon the Borrower, its successors and assigns and (iii) inure to the benefit of the Lender and its successors, transferees and assigns. Upon the satisfaction of all of the Obligations, the Lender shall return to the Borrower such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and shall execute such filing documents and other documents as Borrower may reasonably request to evidence the termination of the security interest.

7.02. Remedies with Respect to Collateral. If any Event of Default shall have occurred and be continuing, in addition to any other rights and remedies of Lender under this Agreement or applicable law, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently:

(a) The Lender may exercise in respect of the Collateral, all the rights and remedies of a secured party upon default under the NY UCC (whether or not the NY UCC applies to the affected Collateral).

(b) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the reasonable, good faith discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after reimbursement to the Lender of any costs incurred in such sale or in otherwise enforcing its rights under this Agreement) in whole or in part by the Lender against, all or any part of the Obligations in such order as the Lender shall elect. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Lender may exercise any and all rights and remedies of the Borrower under or in connection the Collateral, including, without limitation, any and all rights of the Borrower to demand or otherwise require payment of any amount under, or performance of any provision of, any agreement.

(d) All payments received by the Borrower under or in connection with any agreement or otherwise in respect of any of the other Collateral shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Borrower and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement).

ARTICLE VIII - MISCELLANEOUS

8.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by a party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and Borrower and then such waiver of consent shall be effective only in the specific instance and for the specific purpose for which given.

8.02. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and delivered by certified or registered mail or delivered by hand with return receipt, if to the Borrower or Lender at the applicable address set forth on the first page hereof; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed or delivered, be effective when deposited in the mails or delivered by hand, respectively. A copy of all notices to Borrower shall be sent to Grubman Indursky & Shire, P.C., 152 West 57th Street, New York, New York 10019, Attention: Donald R. Friedman, Esq.

8.03. No Waiver; Remedies. No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8.04. Costs, Expenses and Taxes.

(a) The Borrower agrees to pay on demand all losses, costs and expenses, if any (including reasonable out-of-pocket outside counsel fees and expenses), in connection with the enforcement of this Agreement and any other instruments and documents delivered in connection herewith or therewith.

(b) The Borrower agrees to and does hereby indemnify, save and hold the Lender and each of its parents, affiliates and subsidiaries, and their respective partners, officers, directors, shareholders, employees, agents and advisors (each, an "Indemnified Party") harmless of and from any and all liability, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or connected with any breach or alleged breach of this Agreement, any claim which is inconsistent with any of the warranties or representations made by the Borrower in this Agreement, and any claim that arises by the breach or alleged breach of any other agreement related hereto or the wrongful act or omission by the Borrower (except to the extent such breach, alleged breach, claim or wrongful act or omission results from an act or omission by the Lender which constitutes a breach of Lender's obligations under this Agreement), and agrees to reimburse the Indemnified party on demand for any payment made or incurred by the Indemnified Party with respect to any liability or claim to which the foregoing indemnity applies, provided that said claim has been settled with the Borrower's written consent, which consent shall not be unreasonably withheld (it being understood that the Borrower's consent shall be deemed given for any settlement not in excess of \$5,000) or has been reduced to final judgment. The Indemnified Party will give the Borrower prompt notice of any lawsuit instituted with respect to such a claim and the Borrower shall have the right to participate in the defense thereof with counsel of the Borrower's choice and at the Borrower's sole cost, provided, however, that the Indemnified Party shall have the right at all times to maintain control of the conduct of the defense.

(c) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 8.04 shall survive the payment in full of the principal and all other amounts payable under this Agreement.

8.05. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lender. Lender shall not assign its obligations hereunder to any party not affiliated with Lender.

8.07. Governing Law, Jurisdiction, Waiver of Jury Trial, Etc.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or

federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by law, in such federal court.

(c) Each of the Borrower and the Lender hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

8.08. Further Assurances. The Borrower agrees that at any time and from time to time, at the expense of the Borrower, the Borrower will promptly execute and deliver all further instruments and documents (including, without limitation, any financing statements and any amendments to financing statements) and take all further action, that may be necessary or reasonably desirable or that the Lender may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby, to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral or to carry out and consummate the matters contemplated herein.

IN WITNESS WHEREOF, each of the Borrower and the Lender has caused this Agreement to be executed by its officer thereunto duly authorized, as of the date first above written.

BORROWER:

STADIUM ENTERTAINMENT CORP.

By: _____
Name:
Title:

LENDER:

SANDSTONE LLC

By: _____
Name:
Title:

AGREEMENT

AGREEMENT dated as of September 1, 2006 by and among NEGRO LEAGUES BASEBALL MUSEUM, 1616 East 18th Street, Kansas City, Missouri 64108 ("NLBM") and STADIUM RECORDS, LLC, 206 Bryans Road, Hampton, New Jersey 08827 (or "Stadium").

WHEREAS, NLBM owns or controls certain names, trademarks, service marks and other intellectual property relating to the Negro Leagues Baseball Museum (as more particularly described below); and

WHEREAS, NLBM desires to grant to Label an exclusive license to use such properties on and in connection with the production of an audio album (the "Album") featuring various recording artists, commemorating the NLBM's museum (the "Museum") and the manufacture, sale, distribution and marketing of such album and other derivatives thereof; and

WHEREAS, Label desires to accept such a license from NLBM and to produce and exploit the Album.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Prior Agreement. When fully executed, this Agreement will supercede and replace the agreement dated January 23, 2006 which was executed on March 8, 2006 between NLBM and ARC.

2. Grant of License.

(a) NLBM hereby irrevocably grants to Label the worldwide and perpetual right and license to use the "Museum Identification" (as defined in paragraph 2(d) below) on and in connection with the manufacture, sale, distribution, exploitation and marketing of the Album, the master recordings included on the Album or otherwise recorded for inclusion on the Album, and other records and derivatives (including, without limitation, videos) of such master recordings. Label shall also have the right to produce audiovisual material and include same with the Album (including, without limitation, as a so-called "dual disc" product). All references herein to the "Album" shall be deemed to include versions of the Album which contain any such audiovisual material.

(b) Subject to the last sentence of this paragraph 2(b), Label shall have two (2) consecutive options in each case to make one (1) additional audio album. If Label exercises one or both of such options, the album to be made thereunder shall each be deemed to be an "Album" and, accordingly, the term "Album" as used in this Agreement shall include the initial Album and each Album to be made by Label pursuant

to its options under this paragraph 2(b). If Label exercises one or both of its options, the license granted herein shall be deemed extended to apply to each applicable Album. Label shall exercise each option, if at all, no later than the date which is eighteen (18) months after the initial release in the United States of the preceding Album. Notwithstanding the foregoing, unless the immediately preceding Album hereunder has achieved net sales in the United States of at least 250,000 units (as measured by SoundScan or other comparable service) prior to the last date for Label's exercise of its option, Label shall not have the right to exercise such option (or any subsequent option hereunder).

(c) (i) During the "Exclusivity Period" as defined in paragraph 2(c)(ii) below), Label's right to use the Museum Identification on or in connection with audio-only albums consisting primarily of music shall be exclusive, and, accordingly, during the Exclusivity Period, NLBM shall not use, or authorize any other person or party to use, any of the Museum Identification on or in connection with any such audio-only music albums. Nothing contained herein shall be deemed to prohibit NLBM from releasing, or authorizing the release of, any album consisting primarily of spoken word material (even if such album contains incidental music) any musical audio recordings as individual "tracks," or an album that is produced in connection with a documentary on the NLBM, tentatively titled "Journey Through A Legacy." (the "Documentary Album").

(ii) The "Exclusivity Period" shall commence on the date hereof and continue until the earlier of:

(A) The date which is two (2) years after the date of the initial release of the last Album hereunder; and

(B) Whichever of the following shall be applicable:

(I) If Label does not exercise the option for the second Album, the date which is two and one-half (2 ½) years after the date hereof;

(II) If Label exercises the option for the second Album but does not exercise the option for the third Album, the date which is four and one-half (4 ½) years after the date hereof; or

(III) If Label exercises the option for the third Album, the date which is six and one-half (6 ½) years after the date hereof.

Notwithstanding the foregoing, if Label has not commercially released an Album within eighteen (18) months of March 8, 2006, the Exclusivity Period shall automatically terminate as of such date.

(d) As used herein, "Museum Identification" shall mean the trademarks, service marks and names "Negro Leagues Baseball Museum" and "The Negro" Leagues," the designs and/or logos used by NLBM or its licensees or affiliates

incorporating either of the foregoing names or otherwise regarding the Museum and/or The Negro Leagues, and all other trademarks, service marks, names, logos and designs used by NLBM, its licensees and affiliates to identify or designate the Museum and/or The Negro Leagues. For clarification, the Museum Identification does not include the names or images of individual players except to the extent that NLBM expressly authorizes, in writing, the use thereof.

3. Label Responsibilities.

(a) Label will be responsible for producing the Album, securing all necessary third party licenses and consents from publishers, artists, record labels and others, manufacturing, distributing and marketing the Album and otherwise exploiting the Album. Label will also be responsible for all costs in connection with the foregoing. (Nothing contained herein shall be deemed to obligate Label to actually produce the Album or to release it.) The commercial release of the Album in compact disc form in the United States will be through a national record distributor.

(b) Label will consult with NLBM regarding the marketing plan for the initial commercial release of the Album in the United States, provided, Label shall make the final determination as to such marketing plan.

(c) NLBM will have the right to approve the selection of featured performers on the Album and the musical compositions to be recorded on the Album, provided: (i) NLBM shall only disapprove of an artist or composition if, in its good faith judgment, such artist or composition is offensive or is likely to adversely affect NLBM's relationship with Nike; and (ii) NLBM's approval shall not be unreasonably withheld.

4. Compensation. In full consideration for all of the rights granted by NLBM to Label under this Agreement, Label shall pay to NLBM a royalty on sales of the Album at the rates and in accordance with all of the terms and conditions of Exhibit A annexed hereto-Label shall be responsible for rendering accounting statements to NLBM and paying the royalties shown to be due, all in accordance with the provisions of Exhibit A.

5. Warranties and Representations.

(a) NLBM hereby warrants and represents that: (i) it has the full right, power and authority to enter into this Agreement, grant the license herein granted and fully perform its obligations under this Agreement; (ii) it is and at all relevant times shall remain the sole and exclusive owner of all right, title and interest in and to all of the Museum Identification, free and clear of all liens and encumbrances; (iii) it has not granted any licenses or otherwise sold or assigned any rights in or to any of the Museum Identification which are or would be inconsistent with the rights granted to Label hereunder; and (iv) neither any element of the Museum Identification, nor any use thereof as contemplated hereunder, violates any law, rule or regulation of any government entity or infringes upon the rights of any other person or party.

(b) Label hereby warrants and represents that it has the full right, power and authority to enter into this Agreement and fully perform its obligations under this Agreement.

(c) Each of Label and NLBM (each, the “Indemnitor”) agrees to and does hereby indemnify, save and hold the other, its parents, subsidiaries, affiliates, licensees and distributors (collectively, the “Indemnitee”) harmless of and from any and all liability, loss, damage, cost or expense (including reasonable outside attorneys’ fees) arising out of or connected with any breach or alleged breach by the Indemnitor of this Agreement or any claim which is inconsistent with any of the warranties, representations or covenants made by the Indemnitor herein, which claim has been reduced to a final judgment or has been settled with the Indemnitor’s written consent (which consent shall not be unreasonably withheld). The Indemnitor will reimburse the Indemnitee on demand for any payment made at any time after the date hereof in respect of any liability or claim for which the Indemnitee is entitled to be indemnified hereunder. The Indemnitee shall give the Indemnitor prompt notice of any claim as to which the Indemnitee believes it may be entitled to indemnification hereunder and the Indemnitor shall have the right, at its expense, to control the defense of such claim through counsel of its own choice. Pending the resolution of any claim as to which NLBM is the Indemnitor, Label may, at its election, withhold payment of any monies otherwise payable to NLBM hereunder in an amount which does not exceed NLBM’s potential liability to Label pursuant to this paragraph 5(c).

6. Miscellaneous.

(a) This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination (other than a termination pursuant to the terms hereof) or discharge of this Agreement shall be binding unless confirmed by written instrument signed by an officer of each party hereto.

(b) All notices shall be in writing and shall either be delivered personally or by certified mail (return receipt requested) to the applicable party at the address set forth above (or such other address as to which such party may have given written notice). Any notice hereunder shall be deemed given as of the date received if given by personal delivery or the date of deposit if sent by certified mail. A copy of all notices to Label shall be sent to Grubman Indursky & Shire, P.C., 152 West 57th Street, New York, New York 10019, Attention: Donald R. Friedman, Esq. A copy of all notices to NLBM shall be sent to: (i) the Negro Leagues Baseball Museum, 1616 East 18th Street, Kansas City, Missouri 64108, Attention: Mr. Don Motley, Executive Director; and (ii) to Thomas S. Busch, Esq., Holman; Hansen & Colville, P.C., 10740 Nall Avenue, Suite 200, Overland Park, Kansas 66211. Label shall endeavor to send each royalty statement and related payment to NLBM, c/o Thomas S. Busch, Esq., Holman; Hansen & Colville, P.C., 10740 Nall Avenue, Suite 200, Overland Park, Kansas 66211; provided, however, Label’s inadvertent failure to comply with the foregoing shall not be deemed a breach of

this Agreement if it instead sends such statement and payment to NLBM at the address set forth on the first page of this Agreement or such other address as shall be designated by NLBM.

(c) Neither party shall be deemed to be in breach of any of its obligations hereunder unless and until the other party shall have given it specific written notice describing in reasonable detail the breach and the party in default shall have failed to cure that breach within thirty (30) days after its receipt of that written notice.

(d) If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement will continue with full force and effect.

(e) This Agreement may be executed in any number of counterparts, and each such counterpart when so executed shall be deemed to be an original instrument, and all such counterparts, when taken together, shall constitute one and the same Agreement.

The parties hereto have caused this Agreement to be duly executed as of the day and year first hereinabove written.

NEGRO LEAGUES BASEBALL MUSEUM

By: _____

STADIUM RECORDS, LLC

By: _____

EXHIBIT A

Label shall pay to NLBM a royalty as follows:

1. ROYALTY RATES

1.01 (a) Label will pay NLBM a royalty, in respect of records hereunder computed at the applicable basic rate (the “Basic U.S. Rate”) set forth below, of one hundred percent (100%) of the applicable Royalty Base Price in respect of Net Sales of records solely embodying Masters by Label or Label’s licensees through Normal Retail Channels in the United States (“USNRC Net Sales”):

<u>Albums</u>	<u>Singles</u>	<u>Other Records</u>
8%	2%	3%

(b) The royalty rate on Net Sales of records by Label or Label’s licensees through Normal Retail Channels outside of the United States shall be computed at the applicable percentage of the Basic U.S. Rate as follows:

<u>Territory</u>	<u>% of Basic U.S. Rate</u>
Canada, U.K.	75%
Germany, Italy, France, Japan, Benelux, Australia	66.6%
Rest of World	50%

The royalty rates set forth in this paragraph 1.01 are sometimes referred to herein as the “basic royalty rate(s)”.

1.02 If USNRC Net Sales of the Album exceed 500,000 units, then the royalty rate in respect of that Album for all such USNRC Net Sales in excess of 500,000 units (but not in excess of 1,000,000 units) shall instead be nine (9%) percent. If USNRC Net Sales of the Album exceed 1,000,000 units, then the royalty rate in respect of that Album for all such USNRC Net Sales in excess of 1,000,000 units shall instead be ten (10%) percent.

1.03 The royalty rate on records sold through direct mail or through mail order operations (including, without limitation so-called “record clubs”) shall be one-half (1/2) of the otherwise applicable royalty rate if manufactured and sold by Label, and an amount equal to one-half (1/2) of the Net Royalty from the sale of those records if manufactured and sold by Label’s licensees.

1.04 The royalty rate for any record as described in clause (a), (b), or (c) of this sentence will be one-half (1/2) of the basic royalty rate that would apply if the record concerned were sold through Normal Retail Channels: (a) any catalog record sold by Label's special products operations or those of the distributor of the records concerned (herein collectively "SPO's") to educational institutions or libraries, or to other SPO clients for their promotion or sales incentive purposes (but not for sale to the general public through Normal Retail Channels); (b) any record sold by Label or Label's principal licensee in the country concerned in conjunction with a television and/or radio advertising campaign, during the calendar semi-annual period in which that campaign begins and the next two (2) such periods; and (c) any so-called "premium" records. Notwithstanding the foregoing, the amount of the royalty reduction permitted pursuant to the terms of clause (b) above in connection with any particular television and/or radio campaign shall not exceed fifty (50%) percent of Label's and/or its licensee's expenditures with respect to the television and/or radio advertising campaign concerned. The royalty on any record described in clause (c) will be computed on the basis of the SPO's actual sales price less all taxes and Container Charges. In respect of the license by Label to others for their distribution of records in the United States, Label will pay NLBM ten (10%) percent of Label's net receipts from Label's licensee. ("Net receipts", in the preceding sentence, means receipts as computed after deduction of all copyright, AFM and other applicable third party payments.)

1.05 (a) (i) The royalty rate on any Budget Record will be one-half (1/2) of the applicable basic royalty rate. The royalty rate on any Mid-Price Record and any Record sold for distribution through military exchange channels will be seventy-five (75%) percent of the applicable basic royalty rate.

(ii) The royalty rate on a Multiple Album will be one-half (1/2) of the applicable basic Album royalty rate, if the Royalty Base Price of that Album is the same as the Royalty Base Price applicable to the top-line single-disc Albums marketed by Label or its licensee in the territory where the Album is sold at the beginning of the royalty accounting period concerned. If a different Royalty Base Price applies to a Multiple Album, the royalty rate prescribed in the preceding sentence will be adjusted in proportion to the variance in the Royalty Base Price (but will not be more than the applicable Album royalty rate prescribed in paragraph 1.01). That adjustment of the royalty rate will be made by using the following formula:

(X divided by Y) multiplied by Z = adjusted royalty rate (subject to the parenthetical in the second sentence of this subparagraph).

("X" represents the Royalty Base Price for the Multiple Album concerned; "Y" represents the Royalty Base Price for such top-line single-disc Records in the Multiple Album multiplied by the number of disc Records in the Multiple Album concerned; and "Z" equals the otherwise applicable basic royalty rate.)

(b) The royalty rate on any compact disc record will be one hundred (100%) percent of the rate which would otherwise be applicable under this Agreement.

(c) The royalty rate on any New Media Record will be seventy-five (75%) percent of the rate which would otherwise be applicable hereunder.

(d) (i) If Label sells or licenses to any third party the right to sell Permanent Downloads of Masters hereunder, the royalty rate will be the otherwise applicable Album basic royalty rate prescribed in paragraph 1.01. Sales of Albums (but not of individual Masters) in the United States by way of Permanent Download shall be treated as USNRC Net Sales for the purposes of paragraph 1.02 above, provided that the sales price concerned falls within a top-line sale price category applicable to such method of sale.

1.06 Except as otherwise specifically set forth herein, on Masters licensed by Label on a flat-fee or a royalty basis for the sale of records, the royalty rate shall be an amount equal to fifty (50%) percent of the Net Flat Fee or Net Royalty, as applicable, from such exploitation of the Masters.

1.07 Notwithstanding anything to the contrary contained herein:

(a) If records are sold to distributors or others for less than Label's highest posted wholesale price, or at a discount therefrom, but for more than fifty (50%) percent of such wholesale price, then, for purposes of this paragraph, a percentage of such records shall be deemed non-royalty bearing records, which percentage shall be an amount equal to the percentage of such lesser amount or the applicable discount.

(b) Royalties shall only be payable hereunder on the Album and any other records embodying solely Masters. Without limiting the generality of the foregoing, NLBM shall not be entitled to any royalty in respect of (i) sales of records which embody Masters along with other master recordings or (ii) non-record uses of the Masters. No royalty shall be payable to NLBM in respect of any records sold by the particular recording artist or his or her record label (as opposed to sales by Label). NLBM acknowledges that, in connection with the negotiation of agreements for recording artists and/or their record labels to record or license Masters for use on the Album, Label may permit such recording artists and/or their record labels to make certain uses of the Masters, and NLBM shall not be entitled to any royalty in respect of such uses.

1.08 No royalties shall be due or payable hereunder unless and until all Production Costs have been recouped at the "combined artist/NLBM" royalty rate. Following such recoupment, royalties shall be payable to NLBM on a prospective basis only. As used herein, the "combined artist/NLBM royalty rate shall mean the royalty rate payable to NLBM hereunder plus the "net" artist royalty rate (i.e., the aggregate royalty rate payable to all artists and their record labels in respect of the Album exclusive of any royalties payable to producers or other third parties). Solely for purposes of this

paragraph 1.08, the “net” artist royalty rate shall not be less than an aggregate rate of eight (8%) percent.

2. ROYALTY PAYMENTS AND ACCOUNTINGS.

2.01 Label shall send to NLBM statements for royalties payable hereunder on or before October 1st for the semi-annual period ending the preceding June 30th and on or before April 1st for the semi-annual period ending the preceding December 31st, together with payment of royalties, if any, earned by NLBM hereunder during the semi-annual period for which the statement is rendered, less all Advances and other charges under this Agreement. Notwithstanding the foregoing, Label shall additionally render an informal, “interim” estimated accounting within 90 days following the end of each of the first two full “off cycle” calendar quarters (i.e., those calendar quarters ending March 31st and September 30th) following the date of the initial release in the United States of each Album hereunder and shall pay the royalties estimated to be payable. Label shall have the right to retain, as a reserve against charges, credits, or returns, such portion of payable royalties as shall be reasonable in Label’s best business judgment. With respect to Albums sold hereunder, Label’s reserve shall not exceed twenty-five (25%) percent of the number of such Records shipped. Reserves shall be liquidated ratably over the four full semi-annual accounting period following the period in which such reserve was initially established. Records returned will be apportioned between royalty-free Records and Records on which royalties are payable in the same proportion as such Records were shipped to customers. NLBM shall reimburse Label on demand for any overpayments, and Label may also deduct the amount thereof from any monies payable to NLBM hereunder or under any other agreement between NLBM and Label or Label’s affiliates. Royalties paid by Label on Records subsequently returned shall be deemed overpayments.

2.02 No royalties shall be payable to NLBM on sales of Records by any of Label’s licensees or distributors until payment on those sales has been received by Label in the United States. Sales by a licensee or distributor shall be deemed to have occurred in the semi-annual accounting period during which that licensee or distributor shall have rendered to Label accounting statements and payments for those sales. Label shall use its best efforts to be paid for sales subject hereto in U.S. currency in the United States.

2.03 (a) Royalties on Phonograph Record sales outside of the United States shall be computed in the national currency in which Label’s licensees pay to Label, shall be credited to NLBM’s royalty account hereunder at the same rate of exchange at which Label’s licensees pay to Label, and shall be proportionately subject to any withholding or comparable taxes which may be imposed upon Label’s receipts.

(b) If Label shall not receive payment in United States dollars in the United States for any sales of Records outside of the United States, royalties on those sales shall not be credited to NLBM royalty account hereunder.

2.04 Label will maintain books and records which report the sales of Records, on which royalties are payable to NLBM. NLBM may, but not more than once a year, at NLBM's own expense, examine those books and records, as provided in this paragraph 2.04 only. NLBM may make those examinations only for the purpose of verifying the accuracy of the statements sent to NLBM under paragraph 2.01. NLBM may make such an examination for a particular statement only once, and only within two (2) years after the date when Label is required to send NLBM that statement under paragraph 2.01. NLBM may make such an examination only during Label's usual business hours, and at the place where Label keeps the books and records to be examined. If NLBM wishes to make an examination NLBM will be required to notify Label at least thirty (30) days before the date when NLBM plans to begin it. NLBM will not be entitled to examine any manufacturing records or any other records that do not specifically report sales or other distributions of Phonograph Records on which royalties are payable to NLBM. NLBM may appoint a certified public accountant to make such an examination for NLBM, but not if (s)he or his/her firm has begun an examination of Label's books and records for any Person except NLBM unless the examination has been concluded and any applicable audit issues have been resolved. Such certified public accountant will act only under a Letter of Confidentiality which provides that any information derived from such audit or examination will not be knowingly released, divulged or published to any person, firm or corporation, other than to NLBM or to a judicial or administrative body in connection with any proceeding relating to this Agreement.

2.05 If NLBM has any objections to a royalty statement, NLBM will give Label specific notice of that objection and NLBM's reasons for it within two (2) years after the date when Label is required to send NLBM that statement under paragraph 2.01. Each royalty statement will become conclusively binding on NLBM at the end of that two (2) year period, and NLBM will no longer have any right to make any other objections to it. NLBM will not have the right to sue Label in connection with any royalty accounting, or to sue Label for royalties on Records sold during the period a royalty accounting covers, unless NLBM commences the suit within that two (2) year period. If NLBM commences suit on any controversy or claim concerning royalty accountings rendered to NLBM under this Agreement in a court of competent jurisdiction, the scope of the proceeding will be limited to determination of the amount of the royalties due for the accounting periods concerned, and the court will have no authority to consider any other issues or award any relief except recovery of any royalties found owing.

2.06 Label shall have the right to deduct from any amounts payable to NLBM hereunder that portion thereof as is required to be deducted under any statute, regulation, treaty or other law, or under any union or guild agreement, and NLBM shall promptly execute and deliver to Label any forms or other documents as may be required in connection therewith. All payments herein are contingent upon Label receiving properly completed W-9 and/or 1001 IRS tax forms, as applicable.

3. DEFINITIONS

3.01 The term "Container Charge" shall mean the applicable percentage, specified as follows, of the Gross Royalty Base applicable to the particular Record concerned: fifteen (15%) percent for all Records in traditional disc form; twenty (20%) percent thereof for all Records in tape form, such as reel-to-reel tapes, cartridges, cassettes and for all other recorded devices; but twenty-five (25%) percent for compact disc Records and all New Media Records.

3.02 The term "Master" and "Masters" shall mean audio master recordings which are actually included on the Album or which are otherwise recorded by Label for inclusion on the Album.

3.03 (a) The term "Mid-Priced Record" shall mean a Record which bears a Gross Royalty Base at least twenty (20%) percent lower, but not more than thirty-five (35%) percent lower than the Gross Royalty Base applicable to Label's then-current highest prevailing "top-line" record of comparable repertoire and in the same configuration (e.g., Album, Multiple Record Set, Long Play Single, tape cassette, compact disc, etc.) released by Label or Label's licensees in the territory concerned.

(b) The term "Budget Record" shall mean a Record which bears a Gross Royalty Base greater than thirty-five (35%) percent lower than the Gross Royalty Base applicable to Label's then-current highest prevailing "top line" record of comparable repertoire and in the same configuration (e.g., Album, Multiple Record Set, Long Play Single, tape cassette, compact disc, etc.) released by Label or Label's licensees in the territory concerned.

3.04 The term "Net Royalty" or "Net Flat Fee" shall mean the gross royalty or gross flat fee received by Label in the United States from a Person from the exploitation by that Person of rights in Masters, less all costs paid or incurred by Label in connection with the exploitation of those rights and the collection of those monies, and less all royalties or other sums payable by Label to any person or party in connection with the exploitation of those rights, except for royalties or other sums payable to artists or producers of those Masters, which shall be borne solely by Label.

3.05 The term "Net Sales" shall mean gross sales to wholesale and retail customers, less returns, credits and reserves against anticipated returns and credits. Net Sales shall specifically exclude: Records furnished as free or bonus Records to members, applicants, or other participants in any record club or other direct mail distribution method or any other Record for which that record club or other direct mail operation is not paid; "picture discs", colored or transparent vinyl Records, or other non-standard Records; Records distributed for promotional purposes to radio stations, television stations or networks, record reviewers, or other customary recipients of promotional Records; Records distributed to Label's employees; "promotional sampler" Records licensed or distributed for airlines background use or use on other transportation carriers; other so-called "sampler" Records licensed or distributed by us; Records sold as scrap-deletions, overstocks, or "cut-outs"; Records intended for free distribution as "samplers"

to automobile or audio equipment purchasers; Records (whether or not intended for resale) distributed as “Free Goods” (as defined below); or Records sold at less than fifty percent (50%) of their regular wholesale price, whether to distributors, sub-distributors, dealers or others, and whether or not the recipients thereof are affiliated with us. As used herein, “Free Goods” means free or bonus Records given away pursuant to sales plans; to the extent that Records hereunder are sold subject to any such sales plans that entail a selling price for such Records reduced by a percentage discount from Label’s or Label’s Licensee’s price (i.e., before the application of the discount contemplated by any such sales plan) the number of such Records deemed to be Net Sales shall be determined by reducing the number of Records actually sold by the percentage of discount granted applicable to such sale. Subject to additional short-term special programs, distributions of Records on a “free goods” basis shall be deemed to be as follows: (i) with respect to Albums, fifteen (15%) percent of such Records are deemed distributed on a “no-charge” or “free goods” basis; and (ii) with respect to Singles and other Records, twenty-three (23%) percent of such Records are deemed distributed on a “no-charge” or “free goods” basis. (The calculation of Records deemed distributed on a “no-charge” or “free goods” basis pursuant to the foregoing clauses (i) and (ii) shall be deemed applicable, and such Records shall not be royalty-bearing, regardless of whether or not any such Records are in fact invoiced to customers on a “no-charge”, “free” or “free goods” basis.)

3.06 The term “Permanent Download” shall mean a digital transmission of a download of a Master to a local storage device (e.g., the hard drive of the user’s computer or a portable device) which is not subject to time or use limitations and is permanently available for listening an unlimited number of times (unless deleted by the user). All references in this Agreement to the “distribution” of Records, unless expressly provided otherwise, shall be understood to include the distribution of records as Permanent Downloads.

3.07 The term “Production Costs” shall mean all recording costs (as such term is generally understood in the U.S. recording industry) incurred in connection with the making of the Album and the Masters (including, without limitation, fees paid to producers, engineers and musicians, studio rental time, tape costs, and travel expenses for personnel), all advances, fees and other payments to recording artists, their record labels and other persons or parties whose consent or permission is required for artists to perform and grant rights, sample clearance costs, and all other costs (including out-of-pocket legal fees) incurred in connection with the making or licensing of Masters or in connection with the acquisition or rights necessary to make and release the Album and other records derived therefrom.

3.08 The terms “Record” and “record” shall mean all forms of reproductions now or hereafter known, manufactured or distributed primarily for home or personal use, institutional use (e.g., library or school), jukebox use, or use in means of transportation (including, without limitation, video games and any software media or transmission of such reproductions via telephone, cable, satellite or other transmissions to consumers directly into the home).

3.09 The term “through Normal Retail Channels” shall refer to sales of Phonograph Records hereunder other than as described in paragraphs 1.03, 1.04, 1.05 (other than subsection (b) thereof), 1.06 and 1.07(a) above.

3.10 The term “New Media Records” shall mean Records in any software medium (including, without limitation, “digital audio tape”, “digital compact cassette” and “Mini-Disc” and transmission directly into the home) in which recorded music is not in general commercial distribution in the United States as of January 1, 2005. New Media Records shall not include Permanent Downloads.

3.11 The term “Royalty Base Price” shall mean the amount specified below (“Gross Royalty Base”) applicable to the Records concerned, less all excise, purchase, value added, or similar taxes (included in the Royalty Base Price) and less the applicable Container Charge:

(a) With respect to Records sold for distribution in the United States, the “Gross Royalty Base” shall be the suggested retail list price (“SRLP”) for such Record; or if there is no SRLP, the lowest wholesale price payable by the largest category of Label’s (or its distributor’s) customers in the normal course of business with respect to such Records sold for distribution during the applicable semi-annual accounting period, multiplied by an “up-lift” of one hundred thirty (130%) percent.

(b) With respect to Records sold for distribution outside of the United States, the “Gross Royalty Base” shall be the same royalty base price on which Label is accounted to by its licensee in the country concerned provided that Label is accounted to based on the SRLP of such Records in the country concerned, or a substitute for an actual or hypothetical retail price (“Retail-Related Price”). If Label is accounted to based on a royalty base price other than a Retail-Related Price, the “Gross Royalty Base” for such Records shall be the published price to dealers (“ppd”) in the country concerned for such Records, multiplied by an “up-lift” of one hundred twenty-six (126%) percent.

(c) For Masters or Records sold by us or licensed by us for distribution as Permanent Downloads, and for Records sold by us directly to a consumer through direct response, the Royalty Base Price, at our sole election, will be either: (i) the amount received by us in the United States for and directly and specifically attributable, identifiable, and allocable to the master or Phonograph Record concerned less all third party agency, commission or similar fees, or (ii) the Royalty Base Price for such Phonograph Records otherwise applicable under this paragraph 3.11.

AGREEMENT

AGREEMENT dated as of August 1, 2009 by and among **Fisher House Foundation, Inc. 111 Rockville Pike, Suite 420, Rockville, Maryland, 20850** (referred to as "Fisher House" or "FH") and **STADIUM ENTERTAINMENT HOLDINGS CORPORATION**, 206 Bryans Road, Hampton, New Jersey 08827 (referred to as "Label" or "Stadium").

WHEREAS, FH owns or controls certain names, trademarks, service marks and other intellectual property relating to Fisher House Foundation, Inc. (as more particularly described below); and

WHEREAS, FH desires to grant to Label an exclusive license to use such properties on and in connection with the production of an audio album (the "Album") featuring various recording artists, commemorating the charitable works of Fisher House Foundation (the "FH") and the manufacture, sale, distribution and marketing of such album and other derivatives thereof; and

WHEREAS, Label desires to accept such a license from FH and to produce and exploit the Album.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Grant of License.

(a) FH hereby irrevocably grants to Label the worldwide and perpetual right and license to use the "Fisher House Identification" (as defined in paragraph 2(d) below) on and in connection with the manufacture, sale, distribution, exploitation and marketing of the Album, the master recordings included on the Album or otherwise recorded for inclusion on the Album, and other records and derivatives (including, without limitation, videos) of such master recordings. Label shall also have the right to produce audiovisual material and include same with the Album (including, without limitation, as a so-called "dual disc" product). All references herein to the "Album" shall be deemed to include versions of the Album which contain any such audiovisual material.

(b) Subject to the last sentence of this paragraph 1(b), Label shall have three (3) consecutive options in each case to make one (1) additional audio album. If Label exercises one or all of such options, the album to be made thereunder shall each be deemed to be an "Album" and, accordingly, the term "Album" as used in this Agreement shall include the initial Album and each Album to be made by Label pursuant to its options under this paragraph 1(b). If Label exercises one or all of its options, the license granted herein shall be deemed extended to apply to each applicable Album. Label shall exercise each option, if at all, no later than the date which is eighteen (18) months after the initial release in the United States of the preceding Album.

(c) (i) During the “Exclusivity Period” as defined in paragraph 1(c)(ii) below), Label’s right to use the Fisher House Identification on or in connection with audio-only albums consisting primarily of music shall be exclusive, and, accordingly, during the Exclusivity Period, FH shall not use, or authorize any other person or party to use, any of the Fisher House Identification on or in connection with any such audio-only music albums. Nothing contained herein shall be deemed to prohibit FH from releasing, or authorizing the release of, any album consisting primarily of spoken word material (even if such album contains incidental music), any musical audio recordings as individual “tracks,” or an album that is produced in connection with a documentary or promotional pieces on the FH.

(ii) The “Exclusivity Period” shall commence on the date hereof and continue until the earlier of:

(A) The date which is two (2) years after the date of the initial release of the last Album hereunder; and

(B) Whichever of the following shall be applicable:

(I) If Label does not exercise the option for the second Album, the date which is two and one-half (2½) years after the date hereof;

(II) If Label exercises the option for the second Album but does not exercise the option for the third Album, the date which is four and one-half (4½) years after the date hereof; or

(III) If Label exercises the option for the third Album, the date which is six and one-half (6½) years after the date hereof.

(d) As used herein, “Fisher House Identification” shall mean the trademarks, service marks and the designs and/or logos used by FH or its licensees or affiliates incorporating either of the foregoing names or otherwise regarding FH and/or all other trademarks, service marks, names, logos and designs used by FH, its licensees and affiliates to identify or designate FH.

2. Label Responsibilities.

(a) Label will be responsible for producing the Album, securing all necessary third-party licenses and consents from publishers, artists, record labels and others, manufacturing, distributing and marketing the Album and otherwise exploiting the Album. Label will also be responsible for all costs in connection with the foregoing. (Nothing contained herein shall be deemed to obligate Label to actually produce the Album or to release it.) The commercial release of the Album in compact disc form in the United States will be through a national record distributor.

(b) Label will consult with FH regarding the marketing plan for the initial commercial release of the Album in the United States, provided, Label shall make the final determination as to such marketing plan.

(c) FH will be consulted on the selection of featured performers on the Album and the musical compositions to be recorded on the Album, provided: (i) FH shall only disapprove of an artist or composition if, in its good faith judgment, such artist or composition is offensive or is likely to adversely affect FH's relationship with the United States Military, the Department of Defense or the Veteran's Administration; and (ii) FH's approval shall not be unreasonably withheld.

3. Compensation. In full consideration for all of the rights granted by FH to Label under this Agreement, Label shall pay to FH a royalty on sales of the Album at the rates and in accordance with all of the terms and conditions of Exhibit A annexed hereto. Label shall be responsible for rendering accounting statements to FH and paying the royalties shown to be due, all in accordance with the provisions of Exhibit A.

4. Warranties and Representations.

(a) FH hereby warrants and represents that: (i) it has the full right, power and authority to enter into this Agreement, grant the license herein granted and fully perform its obligations under this Agreement; (ii) it is and at all relevant times shall remain the sole and exclusive owner of all right, title and interest in and to all of the Fisher House Identification, free and clear of all liens and encumbrances; (iii) it has not granted any licenses or otherwise sold or assigned any rights in or to any of the Fisher House Identification which are or would be inconsistent with the rights granted to Label hereunder; and (iv) neither any element of the Fisher House Identification, nor any use thereof as contemplated hereunder, violates any law, rule or regulation of any government entity or infringes upon the rights of any other person or party.

(b) Label hereby warrants and represents that it has the full right, power and authority to enter into this Agreement and fully perform its obligations under this Agreement.

(c) Each of Label and FH (each, the "Indemnitor") agrees to and does hereby indemnify, save and hold the other, its parents, subsidiaries, affiliates, licensees and distributors (collectively, the "Indemnitee") harmless of and from any and all liability, loss, damage, cost or expense (including reasonable outside attorneys' fees) arising out of or connected with any breach or alleged breach by the Indemnitor of this Agreement or any claim which is inconsistent with any of the warranties, representations or covenants made by the Indemnitor herein, which claim has been reduced to a final judgment or has been settled with the Indemnitor's written consent (which consent shall not be unreasonably withheld). The Indemnitor will reimburse the Indemnitee on demand for any payment made at any time after the date hereof in respect of any liability or claim for which the Indemnitee is entitled to be indemnified hereunder. The Indemnitee shall give the Indemnitor prompt notice of any claim as to which the Indemnitee believes it may be entitled to indemnification hereunder and the Indemnitor shall have the right, at its expense, to control the defense of such claim through counsel of its own choice. Pending the resolution of any claim as to which FH is the Indemnitor, Label may, at its election, withhold

payment of any monies otherwise payable to FH hereunder in an amount which does not exceed FH's potential liability to Label pursuant to this paragraph 4(c).

5. Miscellaneous.

(a) This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination (other than a termination pursuant to the terms hereof) or discharge of this Agreement shall be binding unless confirmed by written instrument signed by an officer of each party hereto.

(b) All notices shall be in writing and shall either be delivered personally or by certified mail (return receipt requested) to the applicable party at the address set forth above (or such other address as to which such party may have given written notice). Any notice hereunder shall be deemed given as of the date received if given by personal delivery or the date of deposit if sent by certified mail. A copy of all notices to Label shall be sent to Stadium Entertainment Holdings Corp, 206 Bryans Road, Hampton, NJ 08827 and Grubman Indursky & Shire, P.C., 152 West 57th Street, New York, New York 10019, Attention: Bill G Lomuscio, Esq., 571 Milford-Warren Glen Road, Milford, NJ 08848. A copy of all notices, any royalty statements and related payments to FH shall be sent to: (i) Fisher House Foundation, Inc., 111 Rockville Pike, Suite 420, Rockville, MD 20850-5168, Attn: James D. Weiskopf. Label shall endeavor to send each notice, royalty statement and related payment to FH, c/o James Weiskopf Fisher House Foundation, Inc., 111 Rockville Pike, Suite 420, Rockville, MD 20850-5168, provided, however, Label's inadvertent failure to comply with the foregoing shall not be deemed a breach of this Agreement if it instead sends such statement and payment to a third party named by FH at such other address as shall be designated by FH.

(c) Neither party shall be deemed to be in breach of any of its obligations hereunder unless and until the other party shall have given it specific written notice describing in reasonable detail the breach and the party in default shall have failed to cure that breach within thirty (30) days after its receipt of that written notice.

(d) If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement will continue with full force and effect.

(e) This Agreement may be executed in any number of counterparts, and each such counterpart when so executed shall be deemed to be an original instrument, and all such counterparts, when taken together, shall constitute one and the same Agreement.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the civil or state courts of New Jersey or in the federal courts located in New Jersey. Both parties and the individual signing this Agreement on behalf of the Borrower agree to submit to the jurisdiction of such

courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs.

The parties hereto have caused this Agreement to be duly executed as of the day and year first hereinabove written.

FISHER HOUSE FOUNDATION, INC.

By: _____

STADIUM ENTERTAINMENT HOLDING CORP.

By: _____

EXHIBIT A

Label shall pay to FH a royalty as follows:

1. ROYALTY RATES

1.01 (a) Label will pay FH a royalty, in respect of records hereunder computed at the applicable basic rate (the “Basic U.S. Rate”) set forth below, of one hundred percent (100%) of the applicable Royalty Base Price in respect of Net Sales of records solely embodying Masters by Label or Label’s licensees through Normal Retail Channels in the United States (“USNRC Net Sales”):

<u>Albums</u>	<u>Singles</u>	<u>Other Records</u>
8%	2%	3%

(b) The royalty rate on Net Sales of records by Label or Label’s licensees through Normal Retail Channels outside of the United States shall be computed at the applicable percentage of the Basic U.S. Rate as follows:

<u>Territory</u>	<u>% of Basic U.S. Rate</u>
Canada, U.K.	75%
Germany, Italy, France, Japan, Benelux, Australia	66.6%
Rest of World	50%

The royalty rates set forth in this paragraph 1.01 are sometimes referred to herein as the “basic royalty rate(s)”.

1.02 If USNRC Net Sales of the Album exceed 500,000 units, then the royalty rate in respect of that Album for all such USNRC Net Sales in excess of 500,000 units (but not in excess of 1,000,000 units) shall instead be nine (9%) percent. If USNRC Net Sales of the Album exceed 1,000,000 units, then the royalty rate in respect of that Album for all such USNRC Net Sales in excess of 1,000,000 units shall instead be ten (10%) percent.

1.03 The royalty rate on records sold through direct mail or through mail order operations (including, without limitation so-called “record clubs”) shall be one-half (1/2) of the otherwise applicable royalty rate if manufactured and sold by Label, and an amount equal to one-half (1/2) of the Net Royalty from the sale of those records if manufactured and sold by Label’s licensees.

1.04 The royalty rate for any record as described in clause (a), (b), or (c) of this sentence will be one-half (1/2) of the basic royalty rate that would apply if the record concerned were sold through Normal Retail Channels: (a) any catalog record sold by Label's special products operations or those of the distributor of the records concerned (herein collectively "SPO's") to educational institutions or libraries, or to other SPO clients for their promotion or sales incentive purposes (but not for sale to the general public through Normal Retail Channels); (b) any record sold by Label or Label's principal licensee in the country concerned in conjunction with a television and/or radio advertising campaign, during the calendar semi-annual period in which that campaign begins and the next two (2) such periods; and (c) any so-called "premium" records. Notwithstanding the foregoing, the amount of the royalty reduction permitted pursuant to the terms of clause (b) above in connection with any particular television and/or radio campaign shall not exceed fifty (50%) percent of Label's and/or its licensee's expenditures with respect to the television and/or radio advertising campaign concerned. The royalty on any record described in clause (c) will be computed on the basis of the SPO's actual sales price less all taxes and Container Charges. In respect of the license by Label to others for their distribution of records in the United States, Label will pay FH ten (10%) percent of Label's net receipts from Label's licensee. ("Net receipts", in the preceding sentence, means receipts as computed after deduction of all copyright, AFM and other applicable third party payments.)

1.05 (a) (i) The royalty rate on any Budget Record will be one-half (1/2) of the applicable basic royalty rate. The royalty rate on any Mid-Price Record and any Record sold for distribution through military exchange channels will be seventy-five (75%) percent of the applicable basic royalty rate.

(ii) The royalty rate on a Multiple Album will be one-half (1/2) of the applicable basic Album royalty rate, if the Royalty Base Price of that Album is the same as the Royalty Base Price applicable to the top-line single-disc Albums marketed by Label or its licensee in the territory where the Album is sold at the beginning of the royalty accounting period concerned. If a different Royalty Base Price applies to a Multiple Album, the royalty rate prescribed in the preceding sentence will be adjusted in proportion to the variance in the Royalty Base Price (but will not be more than the applicable Album royalty rate prescribed in paragraph 1.01). That adjustment of the royalty rate will be made by using the following formula:

(X divided by Y) multiplied by Z = adjusted royalty rate (subject to the parenthetical in the second sentence of this subparagraph).

("X" represents the Royalty Base Price for the Multiple Album concerned; "Y" represents the Royalty Base Price for such top-line single-disc Records in the Multiple Album multiplied by the number of disc Records in the Multiple Album concerned; and "Z" equals the otherwise applicable basic royalty rate.)

(b) The royalty rate on any compact disc record will be one hundred (100%) percent of the rate which would otherwise be applicable under this Agreement.

(c) The royalty rate on any New Media Record will be seventy-five (75%) percent of the rate which would otherwise be applicable hereunder.

(d) (i) If Label sells or licenses to any third party the right to sell Permanent Downloads of Masters hereunder, the royalty rate will be the otherwise applicable Album basic royalty rate prescribed in paragraph 1.01. Sales of Albums (but not of individual Masters) in the United States by way of Permanent Download shall be treated as USNRC Net Sales for the purposes of paragraph 1.02 above, provided that the sales price concerned falls within a top-line sale price category applicable to such method of sale.

1.06 Except as otherwise specifically set forth herein, on Masters licensed by Label on a flat-fee or a royalty basis for the sale of records, the royalty rate shall be an amount equal to fifty (50%) percent of the Net Flat Fee or Net Royalty, as applicable, from such exploitation of the Masters.

1.07 Notwithstanding anything to the contrary contained herein:

(a) If records are sold to distributors or others for less than Label's highest posted wholesale price, or at a discount therefrom, but for more than fifty (50%) percent of such wholesale price, then, for purposes of this paragraph, a percentage of such records shall be deemed non-royalty bearing records, which percentage shall be an amount equal to the percentage of such lesser amount or the applicable discount.

(b) Royalties shall only be payable hereunder on the Album and any other records embodying solely Masters. Without limiting the generality of the foregoing, FH shall not be entitled to any royalty in respect of (i) sales of records which embody Masters along with other master recordings or (ii) non-record uses of the Masters. No royalty shall be payable to FH in respect of any records sold by the particular recording artist or his or her record label (as opposed to sales by Label). FH acknowledges that, in connection with the negotiation of agreements for recording artists and/or their record labels to record or license Masters for use on the Album, Label may permit such recording artists and/or their record labels to make certain uses of the Masters, and FH shall not be entitled to any royalty in respect of such uses.

1.08 No royalties shall be due or payable hereunder unless and until all Production Costs have been recouped at the "combined artist/FH" royalty rate. Following such recoupment, royalties shall be payable to FH on a prospective basis only. As used herein, the "combined artist/FH royalty rate shall mean the royalty rate payable to FH hereunder plus the "net" artist royalty rate (i.e., the aggregate royalty rate payable to all artists and their record labels in respect of the Album exclusive of any royalties payable to producers or other third parties). Solely for purposes of this paragraph 1.08, the "net" artist royalty rate shall not be less than an aggregate rate of eight (8%) percent.

2. ROYALTY PAYMENTS AND ACCOUNTINGS.

2.01 Label shall send to FH statements for royalties payable hereunder on or before October 1st for the semi-annual period ending the preceding June 30th and on or before April 1st for the semi-annual period ending the preceding December 31st, together with payment of royalties, if any, earned by FH hereunder during the semi-annual period for which the statement

is rendered, less all Advances and other charges under this Agreement. Notwithstanding the foregoing, Label shall additionally render an informal, "interim" estimated accounting within 90 days following the end of each of the first two full "off cycle" calendar quarters (i.e., those calendar quarters ending March 31st and September 30th) following the date of the initial release in the United States of each Album hereunder and shall pay the royalties estimated to be payable. Label shall have the right to retain, as a reserve against charges, credits, or returns, such portion of payable royalties as shall be reasonable in Label's best business judgment. With respect to Albums sold hereunder, Label's reserve shall not exceed twenty-five (25%) percent of the number of such Records shipped. Reserves shall be liquidated ratably over the four full semi-annual accounting period following the period in which such reserve was initially established. Records returned will be apportioned between royalty-free Records and Records on which royalties are payable in the same proportion as such Records were shipped to customers. FH shall reimburse Label on demand for any overpayments, and Label may also deduct the amount thereof from any monies payable to FH hereunder or under any other agreement between FH and Label or Label's affiliates. Royalties paid by Label on Records subsequently returned shall be deemed overpayments.

2.02 No royalties shall be payable to FH on sales of Records by any of Label's licensees or distributors until payment on those sales has been received by Label in the United States. Sales by a licensee or distributor shall be deemed to have occurred in the semi-annual accounting period during which that licensee or distributor shall have rendered to Label accounting statements and payments for those sales. Label shall use its best efforts to be paid for sales subject hereto in U.S. currency in the United States.

2.03 (a) Royalties on Phonograph Record sales outside of the United States shall be computed in the national currency in which Label's licensees pay to Label, shall be credited to FH's royalty account hereunder at the same rate of exchange at which Label's licensees pay to Label, and shall be proportionately subject to any withholding or comparable taxes which may be imposed upon Label's receipts.

(b) If Label shall not receive payment in United States dollars in the United States for any sales of Records outside of the United States, royalties on those sales shall not be credited to FH's royalty account hereunder.

2.04 Label will maintain books and records which report the sales of Records, on which royalties are payable to FH. FH may, but not more than once a year, at FH's own expense, examine those books and records, as provided in this paragraph 2.04 only. FH may make those examinations only for the purpose of verifying the accuracy of the statements sent to FH under paragraph 2.01. FH may make such an examination for a particular statement only once, and only within two (2) years after the date when Label is required to send FH that statement under paragraph 2.01. FH may make such an examination only during Label's usual business hours, and at the place where Label keeps the books and records to be examined. If FH wishes to make an examination FH will be required to notify Label at least thirty (30) days before the date when FH plans to begin it. FH will not be entitled to examine any manufacturing records or any other records that do not specifically report sales or other distributions of Phonograph Records on which royalties are payable to FH. FH may appoint a certified public

accountant to make such an examination for FH, but not if (s)he or his/her firm has begun an examination of Label's books and records for any Person except FH unless the examination has been concluded and any applicable audit issues have been resolved. Such certified public accountant will act only under a Letter of Confidentiality which provides that any information derived from such audit or examination will not be knowingly released, divulged or published to any person, firm or corporation, other than to FH or to a judicial or administrative body in connection with any proceeding relating to this Agreement.

2.05 If FH has any objections to a royalty statement, FH will give Label specific notice of that objection and FH's reasons for it within two (2) years after the date when Label is required to send FH that statement under paragraph 2.01. Each royalty statement will become conclusively binding on FH at the end of that two (2) year period, and FH will no longer have any right to make any other objections to it. FH will not have the right to sue Label in connection with any royalty accounting, or to sue Label for royalties on Records sold during the period a royalty accounting covers, unless FH commences the suit within that two (2) year period. If FH commences suit on any controversy or claim concerning royalty accountings rendered to FH under this Agreement in a court of competent jurisdiction, the scope of the proceeding will be limited to determination of the amount of the royalties due for the accounting periods concerned, and the court will have no authority to consider any other issues or award any relief except recovery of any royalties found owing.

2.06 Label shall have the right to deduct from any amounts payable to FH hereunder that portion thereof as is required to be deducted under any statute, regulation, treaty or other law, or under any union or guild agreement, and FH shall promptly execute and deliver to Label any forms or other documents as may be required in connection therewith. All payments herein are contingent upon Label receiving properly completed W-9 and/or 1001 IRS tax forms, as applicable.

3. DEFINITIONS

3.01 The term "Container Charge" shall mean the applicable percentage, specified as follows, of the Gross Royalty Base applicable to the particular Record concerned: fifteen (15%) percent for all Records in traditional disc form; twenty (20%) percent thereof for all Records in tape form, such as reel-to-reel tapes, cartridges, cassettes and for all other recorded devices; but twenty-five (25%) percent for compact disc Records and all New Media Records.

3.02 The term "Master" and "Masters" shall mean audio master recordings which are actually included on the Album or which are otherwise recorded by Label for inclusion on the Album.

3.03 (a) The term "Mid-Priced Record" shall mean a Record which bears a Gross Royalty Base at least twenty (20%) percent lower, but not more than thirty-five (35%) percent lower than the Gross Royalty Base applicable to Label's then-current highest prevailing "top-line" record of comparable repertoire and in the same configuration (e.g., Album, Multiple Record Set, Long Play Single, tape cassette, compact disc, etc.) released by Label or Label's licensees in the territory concerned.

(b) The term “Budget Record” shall mean a Record which bears a Gross Royalty Base greater than thirty-five (35%) percent lower than the Gross Royalty Base applicable to Label’s then-current highest prevailing “top line” record of comparable repertoire and in the same configuration (e.g., Album, Multiple Record Set, Long Play Single, tape cassette, compact disc, etc.) released by Label or Label’s licensees in the territory concerned.

3.04 The term “Net Royalty” or “Net Flat Fee” shall mean the gross royalty or gross flat fee received by Label in the United States from a Person from the exploitation by that Person of rights in Masters, less all costs paid or incurred by Label in connection with the exploitation of those rights and the collection of those monies, and less all royalties or other sums payable by Label to any person or party in connection with the exploitation of those rights, except for royalties or other sums payable to artists or producers of those Masters, which shall be borne solely by Label.

3.05 The term “Net Sales” shall mean gross sales to wholesale and retail customers, less returns, credits and reserves against anticipated returns and credits. Net Sales shall specifically exclude: Records furnished as free or bonus Records to members, applicants, or other participants in any record club or other direct mail distribution method or any other Record for which that record club or other direct mail operation is not paid; "picture discs", colored or transparent vinyl Records, or other non-standard Records; Records distributed for promotional purposes to radio stations, television stations or networks, record reviewers, or other customary recipients of promotional Records; Records distributed to Label’s employees; "promotional sampler" Records licensed or distributed for airlines background use or use on other transportation carriers; other so-called "sampler" Records licensed or distributed by us; Records sold as scrap-deletions, overstocks, or "cut-outs"; Records intended for free distribution as "samplers" to automobile or audio equipment purchasers; Records (whether or not intended for resale) distributed as “Free Goods” (as defined below); or Records sold at less than fifty percent (50%) of their regular wholesale price, whether to distributors, sub-distributors, dealers or others, and whether or not the recipients thereof are affiliated with us. As used herein, “Free Goods” means free or bonus Records given away pursuant to sales plans; to the extent that Records hereunder are sold subject to any such sales plans that entail a selling price for such Records reduced by a percentage discount from Label’s or Label’s Licensee’s price (i.e., before the application of the discount contemplated by any such sales plan) the number of such Records deemed to be Net Sales shall be determined by reducing the number of Records actually sold by the percentage of discount granted applicable to such sale. Subject to additional short-term special programs, distributions of Records on a “free goods” basis shall be deemed to be as follows: (i) with respect to Albums, fifteen (15%) percent of such Records are deemed distributed on a “no-charge” or “free goods” basis; and (ii) with respect to Singles and other Records, twenty-three (23%) percent of such Records are deemed distributed on a “no-charge” or “free goods” basis. (The calculation of Records deemed distributed on a “no-charge” or “free goods” basis pursuant to the foregoing clauses (i) and (ii) shall be deemed applicable, and such Records shall not be royalty-bearing, regardless of whether or not any such Records are in fact invoiced to customers on a “no-charge”, “free” or “free goods” basis.)

3.06 The term “Permanent Download” shall mean a digital transmission of a download of a Master to a local storage device (e.g., the hard drive of the user’s computer or a portable device) which is not subject to time or use limitations and is permanently available for listening an unlimited number of times (unless deleted by the user). All references in this Agreement to the “distribution” of Records, unless expressly provided otherwise, shall be understood to include the distribution of records as Permanent Downloads.

3.07 The term “Production Costs” shall mean all recording costs (as such term is generally understood in the U.S. recording industry) incurred in connection with the making of the Album and the Masters (including, without limitation, fees paid to producers, engineers and musicians, studio rental time, tape costs, and travel expenses for personnel), all advances, fees and other payments to recording artists, their record labels and other persons or parties whose consent or permission is required for artists to perform and grant rights, sample clearance costs, and all other costs (including out-of-pocket legal fees) incurred in connection with the making or licensing of Masters or in connection with the acquisition or rights necessary to make and release the Album and other records derived therefrom.

3.08 The terms “Record” and “record” shall mean all forms of reproductions now or hereafter known, manufactured or distributed primarily for home or personal use, institutional use (e.g., library or school), jukebox use, or use in means of transportation (including, without limitation, video games and any software media or transmission of such reproductions via telephone, cable, satellite or other transmissions to consumers directly into the home).

3.09 The term “through Normal Retail Channels” shall refer to sales of Phonograph Records hereunder other than as described in paragraphs 1.03, 1.04, 1.05 (other than subsection (b) thereof), 1.06 and 1.07(a) above.

3.10 The term “New Media Records” shall mean Records in any software medium (including, without limitation, “digital audio tape”, “digital compact cassette” and “Mini-Disc” and transmission directly into the home) in which recorded music is not in general commercial distribution in the United States as of January 1, 2005. New Media Records shall not include Permanent Downloads.

3.11 The term “Royalty Base Price” shall mean the amount specified below (“Gross Royalty Base”) applicable to the Records concerned, less all excise, purchase, value added, or similar taxes (included in the Royalty Base Price) and less the applicable Container Charge:

(a) With respect to Records sold for distribution in the United States, the “Gross Royalty Base” shall be the suggested retail list price (“SRLP”) for such Record; or if there is no SRLP, the lowest wholesale price payable by the largest category of Label’s (or its distributor’s) customers in the normal course of business with respect to such Records sold for distribution during the applicable semi-annual accounting period, multiplied by an “up-lift” of one hundred thirty (130%) percent.

(b) With respect to Records sold for distribution outside of the United States, the “Gross Royalty Base” shall be the same royalty base price on which Label is accounted to by its licensee in the country concerned provided that Label is accounted to based on the SRLP of such Records in the country concerned, or a substitute for an actual or hypothetical retail price (“Retail-Related Price”). If Label is accounted to based on a royalty base price other than a Retail-Related Price, the “Gross Royalty Base” for such Records shall be the published price to dealers (“ppd”) in the country concerned for such Records, multiplied by an “up-lift” of one hundred twenty-six (126%) percent.

(c) For Masters or Records sold by us or licensed by us for distribution as Permanent Downloads, and for Records sold by us directly to a consumer through direct response, the Royalty Base Price, at our sole election, will be either: (i) the amount received by us in the United States for and directly and specifically attributable, identifiable, and allocable to the master or Phonograph Record concerned less all third party agency, commission or similar fees, or (ii) the Royalty Base Price for such Phonograph Records otherwise applicable under this paragraph 3.11.

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made and entered into on December 21, 2010, by and among COMPRESS TECHNOLOGIES, INC., a Nevada corporation (“Compress”), STADIUM ENTERTAINMENT CORP., a Delaware corporation (“Stadium”) and STADIUM ENTERTAINMENT HOLDING CORP., a Nevada Corporation (“Holding”).

WITNESSETH:

WHEREAS, Holding is the holder of all of the outstanding shares of capital stock of Stadium;

WHEREAS, the Board of Directors of Compress and Holding, respectively, have determined that it is fair to and in the best interests of their respective corporations and shareholders for Holding to transfer all of the shares of common stock of Stadium, no par value (“Stadium Common Stock”), to Compress in exchange (the “Share Exchange”) for shares of common stock of Compress (“Compress Common Stock”) upon the terms and subject to the conditions set forth herein;

WHEREAS, contemporaneous with the closing of the Share Exchange, Holding wishes to purchase One Hundred Sixty-Two Million (162,000,000) shares of Compress Common Stock from certain shareholders of Compress (the “Stock Purchase”).

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Share Exchange.

1.1 Manner and Basis of Share Exchange. Holding and Compress hereby agree that at the Closing (as defined in Section 1.2 below):

(a) Holding shall transfer to Compress certificates representing all of the shares of Stadium Common Stock held by Holding immediately prior to the Closing, accompanied by stock powers or other instruments of transfer, so that immediately following the Closing, Compress shall be the holder of all of the issued and outstanding shares of Stadium Common Stock; and

(b) Compress shall issue to Holding Two Hundred (200) shares of Compress Common Stock (the “Exchange Shares”) in exchange for the shares of Stadium Common Stock received by Compress from Holding.

1.2 Escrow.

Subject to the terms and conditions set forth herein, Holding, Compress and Frank Yates, Esq. (the “Escrow Agent”), have entered into that certain escrow agreement, substantially in the form of Exhibit A annexed hereto, providing that, from the date hereof until the Closing (as defined below), stock powers with respect to the Purchased Shares, the Exchange Shares and the purchase price for the Purchased Shares shall be held in escrow by the Escrow Agent and released as described in more detail in such agreement (the “Escrow Agreement”).

1.3 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Stadium located at 888 Seventh Avenue, New York, New York 10010 within five (5) business days after the date when each of the conditions set forth in Section 6 have been fulfilled (or waived by the party entitled to waive such condition) or such other time or date or such other location as the parties may mutually agree (the “Closing Date”).

1.4 Compress Common Stock. Compress agrees that it will cause the shares of Compress Common Stock for which the Stadium Common Stock shall be exchanged at the Closing pursuant to Section 1.1(b) to be available for issuance. Compress further covenants that immediately prior to the Closing there will be no more than Three Hundred Million (300,000,000) shares of Compress Common Stock issued and outstanding and that no other shares of capital stock or equity securities or any options, warrants, rights or other agreements or instruments convertible, exchangeable or exercisable into shares of capital stock shall be issued or outstanding, except as described herein.

2. Representations and Warranties of Holding. Holding hereby represents and warrants to Compress as follows:

2.1 Organization, Standing, Subsidiaries, Etc.

(a) Each of Holding and Stadium is a corporation duly organized and existing in good standing under the laws of the state of its incorporation, and has all requisite power and authority (corporate and other) to carry on its business, to own or lease its properties and assets, to enter into this Agreement and to carry out the terms hereof.

(b) Stadium has no subsidiaries or direct or indirect interest (by way of stock ownership or otherwise) in any firm, corporation, limited liability company, partnership, association or business.

2.2 Qualification. Each of Holding and Stadium is duly qualified to conduct business as a foreign corporation and is in good standing in each jurisdiction wherein the nature of its activities or its properties owned or leased makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on its condition (financial or otherwise), properties, assets, liabilities, business operations or results of operations (the “Condition of Stadium”).

2.3 Capitalization. The authorized capital stock of Stadium consists of two hundred shares of Stadium Common Stock. There are two hundred (200) shares of Stadium Common Stock issued and outstanding, and such issued shares are duly authorized, validly issued, fully paid and nonassessable, and none of such shares have been issued in violation of the preemptive rights of any person. Stadium has no outstanding options, rights or commitments to issue

Stadium Common Stock or other Equity Securities of Stadium, and there are no outstanding securities convertible or exercisable into or exchangeable for Stadium Common Stock or other Equity Securities of Stadium.

2.4 Ownership of Stadium. Holding owns all of the outstanding shares of Stadium Common Stock. On the Closing Date, Holding will own all of the shares of Stadium Common Stock free and clear of any lien, charge, claim encumbrance, security interest mortgage, pledge, assessment or other adverse interest of any kind or nature whatsoever.

2.5 Corporate Acts and Proceedings. The execution, delivery and performance of this Agreement has been duly authorized by the Boards of Directors of Holding and Stadium, and all of the corporate acts and other proceedings required for the due and valid authorization, execution, delivery and performance of this Agreement and the consummation of the Share Exchange have been validly and appropriately taken.

2.6 Compliance with Laws and Instruments. The business, products and operations of Stadium have been and are being conducted in compliance in all material respects with all applicable laws, rules and regulations, except for such violations thereof for which the penalties, in the aggregate, would not have a material adverse effect on the Condition of Stadium. The execution, delivery and performance by Holding of this Agreement and the consummation by Holding of the transactions contemplated by this Agreement: (a) will not require any authorization, consent or approval of, or filing or registration with, any court or governmental agency or instrumentality, except such as shall have been obtained prior to the Closing, (b) will not cause either Holding or Stadium to violate or contravene (i) any provision of law, (ii) any rule or regulation of any agency or government, (iii) any order, judgment or decree of any court, or (iv) any provision of the Certificate of Incorporation or By-laws of Holding or Stadium, (c) will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time, or both) a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other contract, agreement or instrument to which Holding or Stadium is a party or by which Holding or Stadium or any of their respective properties are bound or affected, except as would not have a material adverse effect on the Condition of Stadium and (d) will not result in the creation or imposition of any Lien upon any property or asset of Stadium. Stadium is not in violation of, or (with or without notice or lapse of time, or both) in default under, any term or provision of its Certificate of Incorporation or By-laws or of any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or, except as would not materially and adversely affect the Condition of Stadium, or any other material agreement or instrument to which Stadium is a party or by which Stadium or any of its properties is bound or affected.

2.7 Binding Obligations. This Agreement constitutes the legal, valid and binding obligation of Holding and is enforceable against Holding in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

2.8 Broker's and Finder's Fees. No Person has, or as a result of the transactions contemplated or described herein will have, any right or valid claim against Holding or for any commission, fee or other compensation as a finder or broker, or in any similar capacity.

2.9 Tax Returns and Audits. All required federal, state and local Tax Returns of Stadium have been accurately prepared and duly and timely filed or extensions with respect thereto have been granted, and all federal, state and local Taxes required to be paid with respect to the periods covered by such returns have been paid. Stadium is not and has not been delinquent in the payment of any Tax. None of Stadium's income tax returns nor any income or franchise tax returns have been audited by governmental authorities.

2.10 Patents and Other Intangible Assets. Stadium (i) owns or has the right to use, free and clear of all Liens, claims and restrictions, all patents, trademarks, service marks, trade names, copyrights, licenses and rights with respect to the foregoing used in or necessary for the conduct of its business as now conducted or proposed to be conducted without infringing upon or otherwise acting adversely to the right or claimed right of any Person under or with respect to any of the foregoing and (ii) is not obligated or under any liability to make any payments by way of royalties, fees or otherwise to any owner or licensor of, or other claimant to, any patent, trademark, service mark, trade name, copyright or other intangible asset, with respect to the use thereof or in connection with the conduct of its business or otherwise.

2.11 Employee Benefit Plans; ERISA. Stadium has no "employee benefit plans" (within the meaning of Section 3(3) of the ERISA) nor any other employee benefit or fringe benefit arrangements, practices, contracts, policies or programs of any type other than its Equity Incentive Plan and programs merely involving the regular payment of wages, commissions, or bonuses established, maintained or contributed to by Stadium, whether written or unwritten and whether or not funded.

2.12 Litigation. There is no legal action, suit, arbitration or other legal, administrative or other governmental proceeding pending or, to the best knowledge of Stadium, threatened against or affecting Stadium or its properties, assets or business, and after reasonable investigation, Stadium is not aware of any incident, transaction, occurrence or circumstance that might reasonably be expected to result in or form the basis for any such action, suit, arbitration or other proceeding. Stadium is not in default with respect to any order, writ, judgment, injunction, decree, determination or award of any court or any governmental agency or instrumentality or arbitration authority.

2.13 Financial Statements. Holding has delivered to Compress a consolidated balance sheet as of December 31, 2009 and a statement of operations for the year ended December 31, 2009 (the "Stadium Financial Statements"). The Stadium Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved and fairly present the financial position of Holding and Stadium as at the date thereof and for the period presented.

2.14 Disclosure. There is no fact relating to Stadium that Stadium has not disclosed to Holding in writing that materially and adversely affects nor, insofar as Stadium can now foresee, will materially and adversely affect, the condition (financial or otherwise), properties, assets, liabilities, business operations, results of operations or prospects of Stadium. No representation or warranty by Stadium herein and no information disclosed in the exhibits hereto by Stadium contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

3. Representations and Warranties of Compress. Compress represents and warrants to Holding and Stadium as follows:

3.1 Organization and Standing. Compress is a corporation duly organized and existing in good standing under the laws of the State of Nevada. Compress has full corporate power and authority to carry on its business as it is now being conducted and as now proposed to be conducted and to own or lease its properties and assets. Compress has no subsidiaries or direct or indirect interest (by way of stock ownership or otherwise) in any firm, corporation, limited liability company, partnership, association or business.

3.2 Corporate Acts and Proceedings. The execution, delivery and performance of this Agreement has been duly authorized by the Board of Directors of Compress, and all of the corporate acts and other proceedings required for the due and valid authorization, execution, delivery and performance of this Agreement and the consummation of the Share Exchange have been validly and appropriately taken.

3.3 Binding Obligations. This Agreement constitutes the legal, valid and binding obligations of Compress, and is enforceable against Compress in accordance with its respective terms, except as such enforcement is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

3.4 Broker's and Finder's Fees. No person, firm, corporation or other entity is entitled by reason of any act or omission of Compress to any broker's or finder's fees, commission or other similar compensation with respect to the execution and delivery of this Agreement, or with respect to the consummation of the transactions contemplated hereby or thereby.

3.5 Capitalization of Compress The authorized capital stock of Compress consists of (a) seven hundred forty-nine million (749,000,000) shares of Compress Common Stock, of which not more than Three Hundred Million (300,000,000) shares will be, prior to the Closing issued and outstanding and (b) one million (1,000,000) shares of preferred stock, of which no shares are issued and outstanding. Compress has no outstanding options, rights or commitments to issue shares of Compress Common Stock or any other Equity Security of Compress, and there are no outstanding securities convertible or exercisable into or exchangeable for shares of Compress Common Stock or any other Equity Security of Compress. There is no voting trust, agreement or arrangement among any of the beneficial holders of Compress Common Stock affecting the nomination or election of directors or the exercise of the voting rights of Compress Common Stock. All outstanding shares of the capital stock of Compress are validly issued and outstanding, fully paid and nonassessable, and none of such shares have been issued in violation of the preemptive rights of any person.

3.6 Validity of Shares. The shares of Compress Common Stock to be issued at the Closing pursuant to Section 1.1(b) hereof, when issued and delivered in accordance with the terms hereof, shall be duly and validly issued, fully paid and nonassessable. The issuance of the shares of Compress Common Stock upon the Share Exchange pursuant to Section 1.1(b) will be exempt from the registration and prospectus delivery requirements of the Securities Act and from the qualification or registration requirements of any applicable state blue sky or securities laws.

3.7 Compliance with Laws and Other Instruments. The execution, delivery and performance by Compress of this Agreement and the consummation by Compress of the transactions contemplated herein will not cause Compress to violate or contravene (i) any provision of law, (ii) any rule or regulation of any agency or government, (iii) any order, judgment or decree of any court, or (iv) any provision of its certificate of incorporation or by-laws as amended and in effect on and as of the Closing Date and will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time, or both) a default under any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or contract to which Compress is a party or by which Compress or any of its properties is bound.

3.8 Disclosure Statements. The Information and Disclosure Statements submitted by Compress to otcmarkets.com, including without limitation any financial statements included therein (the “Financial Statements”), at the time filed, (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances they were made, not misleading. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved and fairly present the financial position of Compress as at the dates thereof and the results of its operations and cash flows for the periods presented. Compress has sufficient financial records so that an audit can be conducted to enable financial statements meeting the requirements of Regulation S-X to be filed with the Securities and Exchange Commission.

3.9 Absence of Undisclosed Liabilities. Compress has no material obligation or liability (whether accrued, absolute, contingent, liquidated or otherwise, whether due or to become due), arising out of any transaction entered into at or prior to the Closing, except as disclosed in the Financial Statements.

3.10 Changes. Since June 30, 2010, Compress has not (a) incurred any debts, obligations or liabilities, absolute, accrued, contingent or otherwise, whether due or to become due, except for fees, expenses and liabilities incurred in connection with the Share Exchange and related transactions and current liabilities incurred in the usual and ordinary course of business, (b) suffered any physical damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the Condition of Compress, (g) entered into any transaction other than in the usual and ordinary course of business, (h) encountered any labor union difficulties, (i) declared or paid any dividends on or made any other distributions with respect to, or purchased or redeemed, any of its outstanding capital stock, (j) suffered or experienced any change in, or condition affecting, the Condition of Compress other than changes, events or conditions in the usual and ordinary course of its business, none of which (either by itself or in conjunction with all such other changes, events and conditions) has been materially adverse, (k) made any change in the accounting principles, methods or practices followed by it or depreciation or amortization policies or rates theretofore adopted, (l) made or permitted any amendment or termination of any material contract, agreement or license to which it is a party, (m) suffered any material loss not reflected in its Balance Sheet dated as of June 30, 2010 or its Information and Disclosure Statement dated July 31, 2010, or (n) entered into any agreement, or otherwise obligated itself, to do any of the foregoing.

3.11 Tax Returns and Audits. All required federal, state and local Tax Returns of Compress have been accurately prepared in all material respects and duly and timely filed, and all Taxes required to be paid with respect to the periods covered by such returns have been paid to the extent that the same are material and have become due, except where the failure so to file or pay could not reasonably be expected to have a material adverse effect upon the condition (financial or otherwise), properties, assets, liabilities, business operations or results of operations of Compress. Compress is not and has not been delinquent in the payment of any Tax. None of Compress's income tax returns nor any income or franchise tax returns have been audited by governmental authorities. There are no audits, actions, suits, proceedings, investigations, claims or administrative proceedings by any governmental, administrative or regulatory authority relating to Taxes or any Tax Returns of Compress now pending, and Compress has not received any notice of any proposed audits, investigations, claims or administrative proceedings relating to Taxes or any Tax Returns.

3.12 Litigation. There is no legal action, suit, arbitration or other legal, administrative or other governmental proceeding pending or, to the knowledge of Compress, threatened against or affecting Compress or its properties, assets or business. To the knowledge of Compress, Compress is not in default with respect to any order, writ, judgment, injunction, decree, determination or award of any court or any governmental agency or instrumentality or arbitration authority.

3.13 Obligations to or by Shareholders. Compress has no liability or obligation or commitment to any shareholder of Compress or any Affiliate or "associate" (as such term is defined in Rule 405 under the Securities Act) of any shareholder of Compress, nor does any shareholder of Compress or any such Affiliate or associate have any liability, obligation or commitment to Compress.

3.14 Employees. Compress is not under any obligation or liability to any officer, director, employee or Affiliate of Compress.

3.15 Agreements. Compress is not a party to any agreement currently in effect other than (a) the International License and Distribution Agreement dated as of June 1, 2006 between Ludwig Enterprises, Inc. and Compress, (b) the Joint Venture Agreement dated as of November 30, 2007 between Compress and Ludwig Enterprises, Inc., (c) the Non-Exclusive License Agreement dated as of December 12, 2005 between Compress, Pegasus Data, Inc. and Harold R. Walker and (d) the Exclusive International License and Distribution Agreement dated as of August 18, 2005 between AlpaCom, Inc. and Compress (as successor to CTI).

3.16 Disclosure. There is no fact relating to Compress that Compress has not disclosed to Stadium in writing that materially and adversely affects nor, insofar as Compress can now foresee, will materially and adversely affect, the condition (financial or otherwise), properties, assets, liabilities, business operations, results of operations or prospects of Compress. No representation or warranty by Compress herein and no information disclosed in the schedules hereto by Compress contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

4. Conduct of Business Pending the Share Exchange.

4.1 Conduct of Business by Compress Pending the Share Exchange. Prior to the Closing, unless Holding shall otherwise agree in writing or as otherwise contemplated by this Agreement:

(a) the business of Compress shall be conducted only in the ordinary course;

(b) Compress shall not (A) directly or indirectly redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire any shares of its capital stock; (B) amend its Certificate of Incorporation or By-laws; or (C) split, combine or reclassify the outstanding Compress Common Stock or declare, set aside or pay any dividend payable in cash, stock or property or make any distribution with respect to any such stock.

(c) Compress shall not (A) issue or agree to issue any additional shares of, or options, warrants or rights of any kind to acquire any shares of, its capital stock; (B) acquire or dispose of any fixed assets or acquire or dispose of any other substantial assets other than in the ordinary course of business; (C) incur additional Indebtedness or any other liabilities or enter into any other transaction other than in the ordinary course of business; (D) enter into any contract, agreement, commitment or arrangement with respect to any of the foregoing; or (E) except as contemplated by this Agreement, enter into any contract, agreement, commitment or arrangement to dissolve, merge, consolidate or enter into any other material business combination; and

(d) Compress will not, nor will it authorize any director or authorize or permit any officer or employee or any attorney, accountant or other representative retained by it to, make, solicit, encourage any inquiries with respect to, or engage in any negotiations concerning, any Acquisition Proposal (as defined below). Compress will promptly advise Holding orally and in writing of any such inquiries or proposals (or requests for information) and the substance thereof. As used in this paragraph, “Acquisition Proposal” shall mean any proposal for a merger or other business combination involving Compress or for the acquisition of a substantial equity interest in it or any material assets of it other than as contemplated by this Agreement. Compress will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any person conducted heretofore with respect to any of the foregoing.

4.2 Conduct of Business by Stadium Pending the Share Exchange. Prior to the Closing, unless Compress shall otherwise agree in writing or as otherwise contemplated by this Agreement:

(a) the business of Stadium shall be conducted only in the ordinary course;

(b) Stadium shall not (A) directly or indirectly redeem, purchase or otherwise acquire or agree to redeem, purchase or otherwise acquire any shares of its capital stock; (B) amend its certificate of incorporation or by-laws other than as provided in this Agreement; or (C) split, combine or reclassify its capital stock or declare, set aside or pay any dividend payable in cash, stock or property or make any distribution with respect to such stock;

(c) Stadium shall not (A) issue or agree to issue any additional shares of, or options, warrants or rights of any kind to acquire shares of, its capital stock; (B) acquire or dispose of any assets other than in the ordinary course of business; (C) incur additional Indebtedness or any other liabilities or enter into any other transaction except in the ordinary course of business; (D) enter into any contract, agreement, commitment or arrangement with respect to any of the foregoing, or (E) except as contemplated by this Agreement, enter into any contract, agreement, commitment or arrangement to dissolve, merge; consolidate or enter into any other material business contract or enter into any negotiations in connection therewith;

(d) Stadium shall use its best efforts to preserve intact the business organization of Stadium, to keep available the service of its present officers and key employees, and to preserve the good will of those having business relationships with it; and

(e) Stadium will not, and will not authorize any director or authorize or permit any officer or employee or any attorney, accountant or other representative retained by them to, make, solicit, encourage any inquiries with respect to, or engage in any negotiations concerning, any Acquisition Proposal. Stadium will promptly advise Compress orally and in writing of any such inquiries or proposals (or requests for information) and the substance thereof. Holding will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any person conducted heretofore with respect to any of the foregoing; and

5. Additional Agreements.

5.1 Access and Information. Compress and Holding shall each afford to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Closing of all of its properties, books, contracts, commitments and records (including but not limited to tax returns) and during such period, each shall furnish promptly to the other all information concerning its business, properties and personnel as such other party may reasonably request, provided that no investigation pursuant to this Section 5.1 shall affect any representations or warranties made herein. Each party shall hold, and shall cause its employees and agents to hold, in confidence all such information (other than such information which (i) is already in such party's possession or (ii) becomes generally available to the public other than as a result of a disclosure by such party or its directors, officers, managers, employees, agents or advisors, or (iii) becomes available to such party on a non-confidential basis from a source other than a party hereto or its advisors, provided that such source is not known by such party to be bound by a confidentiality agreement with or other obligation of secrecy to a party hereto or another party until such time as such information is otherwise publicly available; provided, however, that (A) any such information may be disclosed to such party's directors, officers, employees and representatives of such party's advisors who need to know such information for the purpose of evaluating the transactions contemplated hereby (it being understood that such directors, officers, employees and representatives shall be informed by such party of the confidential nature of such information), (B) any disclosure of such information may be made as to which the party hereto furnishing such information has consented in writing, and (C) any such information may be disclosed pursuant to a judicial, administrative or governmental order or request; provided, however, that the requested party will promptly so notify the other party so that the other party may seek a protective order or

appropriate remedy and/or waive compliance with this Agreement and if such protective order or other remedy is not obtained or the other party waives compliance with this provision, the requested party will furnish only that portion of such information which is legally required and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the information furnished). If this Agreement is terminated, each party will deliver to the other all documents and other materials (including copies) obtained by such party or on its behalf from the other party as a result of this Agreement or in connection herewith, whether so obtained before or after the execution hereof.

5.2 Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including using its commercially reasonable efforts to satisfy the conditions precedent to the obligations of any of the parties hereto to obtain all necessary waivers, and to lift any injunction or other legal bar to the Share Exchange or Stock Purchase (and, in such case, to proceed with the Share Exchange and Stock Purchase as expeditiously as possible). In order to obtain any necessary governmental or regulatory action or non-action, waiver, consent, extension or approval, each of Holding and Compress agrees to take all reasonable actions and to enter into all reasonable agreements as may be necessary to obtain timely governmental or regulatory approvals and to take such further action in connection therewith as may be necessary.

5.3 Additional Agreements. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of Holding, Stadium and Compress shall take all such necessary action.

5.4 Publicity. No party shall issue any press release or public announcement pertaining to the Share Exchange or Stock Purchase that has not been agreed upon in advance by Holding and Stadium.

5.5 Appointment of Directors. On the Closing Date, Compress shall obtain the resignations of the current officers and directors of Compress as provided by Section 6.2(g)(5) hereof, and shall cause the persons listed as directors in Exhibit B hereto to be elected to the Board of Directors of Compress.

6. Conditions of Parties' Obligations.

6.1 Stadium Obligations. The obligations of Stadium and Holding under this Agreement are subject to the fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Holding.

(a) No Errors, etc. The representations and warranties of Compress and the Sellers under this Agreement shall be deemed to have been made again on the Closing Date and shall then be true and correct in all material respects.

(b) Compliance with Agreement. Compress shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them on or before the Closing Date.

(c) No Default or Adverse Change. There shall not exist on the Closing Date any Default or any event or condition that, with the giving of notice or lapse of time, or both, would constitute a Default, and since June 30, 2010, there shall have been no material adverse change in the Condition of Compress.

(d) No Liabilities. Compress shall have satisfied in full all of its outstanding liabilities.

(e) Certificate of Officers. Compress shall have delivered to Holding a certificate dated the Closing Date, executed on its behalf by the Chief Executive Officer and Chief Financial Officer of Compress, certifying the satisfaction of the conditions specified in paragraphs (a), (b), (c) and (d) of this Section 6.1.

(f) No Restraining Action. No action or proceeding before any court, governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the carrying out of the transactions contemplated herein.

(g) Supporting Documents. Holding shall have received the following:

(1) Copies of resolutions of the Board of Directors of Compress and the of the stockholders of Compress, certified by the Secretary of Compress, authorizing and approving the execution, delivery and performance of this Agreement and all other documents and instruments to be delivered pursuant hereto and thereto.

(2) Evidence as of a recent date of the good standing and corporate existence of Compress issued by the Secretary of State, State of Nevada, and evidence that Compress is qualified to transact business as a foreign corporation and is in good standing in each state of the United States and in each other jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary.

(3) Such additional supporting documentation and other information with respect to the transactions contemplated hereby as Holding may reasonably request.

(4) A certificate of Compress' transfer agent and registrar, certifying as of the business day prior to the Closing Date, a true and complete list of the names and addresses of the record owners of all of the outstanding shares of Compress Common Stock, together with the number of shares of Compress Common Stock held by each record owner.

(5) (i) The executed resignation of each of the officers and directors of Compress of their positions as officers and directors of Compress, which resignations are to take effect upon the Closing, (ii) an executed Representation, Warranty and Indemnification Agreement, in the form attached hereto as Exhibit C, from Thomas Terwilliger and (iii) an executed Assignment and Assumption Agreement in the form attached hereto as Exhibit D from Thomas Terwilliger.

(6) Stock certificates representing the two hundred (200) shares of Compress Stock to be issued in the Share Exchange.

(7) Evidence that Compress has filed all tax returns required to be filed with the United States Internal Revenue Service and the State of Nevada and that Compress has no liabilities for taxes or penalties for failure to timely file tax returns.

(8) A Lock-up Agreement, duly executed by such stockholders of Compress as Holding shall request, in a form reasonably acceptable to Holding.

(9) Such additional supporting documentation and other information with respect to the transactions contemplated hereby as the Company may reasonably request.

(h) Stock Purchase. The Stock Purchase shall have been completed contemporaneous with the Closing on terms satisfactory to Holding.

(i) Pink Sheet Listing; FINRA Notice. The Compress Common Stock shall have not been removed from the Pink Sheets quotation system.

(j) Proceedings and Documents. All corporate and other proceedings and actions taken by Compress in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instruments and documents mentioned herein or incident to any such transactions shall be reasonably satisfactory in form and substance to Holding. Compress shall furnish to Holding such supporting documentation and evidence of the satisfaction of any or all of the conditions precedent specified in this Section 6.1 as Holding or its counsel may reasonably request.

6.2 Obligations of Compress. The obligations of Compress under this Agreement are subject to the fulfillment at or prior to the Closing of the following conditions:

(a) No Errors, etc. The representations and warranties of Holding and Stadium under this Agreement shall be deemed to have been made again on the Closing Date and shall then be true and correct in all material respects.

(b) Compliance with Agreement. Holding and Stadium shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by Holding and Stadium on or before the Closing Date.

(c) No Default or Adverse Change. There shall not exist on the Closing Date any Default or any event or condition, that with the giving of notice or lapse of time, or both, would constitute a Default, and there shall have been no material adverse change in the Condition of Stadium.

(d) Certificate of Officers. Holding shall have delivered to Compress a certificate dated the Closing Date, executed on Holding's behalf by Holding's President or

other duly authorized officer, certifying the satisfaction of the conditions specified in paragraphs (a), (b), and (c) of this Section 7.2.

(e) Supporting Documents. Compress shall have received the following:

(1) Copies of resolutions of Holding's board of directors, certified by Holding's Secretary, authorizing and approving, to the extent applicable, the execution, delivery and performance of this Agreement and all other documents and instruments to be delivered by Holding pursuant hereto and thereto.

(2) Such additional supporting documentation and other information with respect to the transactions contemplated hereby as Compress may reasonably request.

7. Survival of Representations and Warranties. The representations and warranties of the parties made in Sections 2 and 3 and 4 of this Agreement (including the Schedules to the Agreement which are hereby incorporated by reference) shall survive for a period of two (2) years after the Closing Date.

8. Amendment of Agreement. This Agreement may be amended or modified at any time in all respects by an instrument in writing executed in the case of this Agreement by each of the parties hereto.

9. Definitions. Unless the context otherwise requires, the terms defined in this Section 9 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

"Affiliate" shall mean any Person that directly or indirectly controls, is controlled by, or is under common control with, the indicated Person.

"Agreement" shall mean this Agreement.

"Closing" and "Closing Date" shall have the meanings assigned to such terms in Section 1.2 hereof.

"Compress" shall mean Compress Technologies, Inc., a Nevada corporation.

"Condition of Stadium" shall have the meaning assigned to it in Section 2.2 hereof.

"Default" shall mean a default or failure in the due observance or performance of any covenant, condition or agreement on the part of Stadium to be observed or performed under the terms of this Agreement, if such default or failure in performance shall remain unremedied for five (5) days.

"Equity Security" shall mean any stock or similar security of an issuer or any security (whether stock or Indebtedness for Borrowed Money) convertible, with or without consideration, into any stock or similar equity security, or any security (whether stock or Indebtedness for Borrowed

Money) carrying any warrant or right to subscribe to or purchase any stock or similar security, or any such warrant or right.

“ERISA” shall mean the Employee Retirement Income Securities Act of 1974, as amended.

“GAAP” shall mean generally accepted accounting principles in the United States, as in effect from time to time.

“Hazardous Material” means any substance or material meeting any one or more of the following criteria: (a) it is or contains a substance designated as or meeting the characteristics of a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Law; (b) its presence at some quantity requires investigation, notification or remediation under any Environmental Law; or (c) it contains, without limiting the foregoing, asbestos, polychlorinated biphenyls, petroleum hydrocarbons, petroleum derived substances or waste, pesticides, herbicides, crude oil or any fraction thereof, nuclear fuel, natural gas or synthetic gas.

“Holding” shall mean Stadium Entertainment Holding, Inc., a Nevada corporation.

“Indebtedness” shall mean any obligation of Stadium which under generally accepted accounting principles is required to be shown on the balance sheet of Stadium as a liability. Any obligation secured by a Lien on, or payable out of the proceeds of production from, property of Stadium shall be deemed to be Indebtedness even though such obligation is not assumed by Stadium.

“Indebtedness for Borrowed Money” shall mean (a) all Indebtedness in respect of money borrowed including, without limitation, Indebtedness which represents the unpaid amount of the purchase price of any property and is incurred in lieu of borrowing money or using available funds to pay such amounts and not constituting an account payable or expense accrual incurred or assumed in the ordinary course of business of Stadium, (b) all Indebtedness evidenced by a promissory note, bond or similar written obligation to pay money, or (c) all such Indebtedness guaranteed by Stadium or for which Stadium is otherwise contingently liable.

“knowledge” and “know” means, when referring to any person or entity, the actual knowledge of such person or entity of a particular matter or fact, and what that person or entity would have reasonably known after due inquiry. An entity will be deemed to have “knowledge” of a particular fact or other matter if any individual who is serving, or who has served, as an executive officer of such entity has actual “knowledge” of such fact or other matter, or had actual “knowledge” during the time of such service of such fact or other matter, or would have had “knowledge” of such particular fact or matter after due inquiry.

“Lien” shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by statute or other law.

“Permits” shall have the meaning assigned to it in Section 2.19 hereof.

“Person” shall include all natural persons, corporations, business trusts, associations, limited liability companies, partnerships, joint ventures and other entities and governments and agencies and political subdivisions.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Stadium” shall mean Stadium Entertainment, Inc., a Delaware corporation.

“Stadium Common Stock” shall mean the common stock of Stadium, no par value per share.

“Tax” or “Taxes” shall mean (a) any and all taxes, assessments, customs, duties, levies, fees, tariffs, imposts, deficiencies and other governmental charges of any kind whatsoever (including, but not limited to, taxes on or with respect to net or gross income, franchise, profits, gross receipts, capital, sales, use, ad valorem, value added, transfer, real property transfer, transfer gains, transfer taxes, inventory, capital stock, license, payroll, employment, social security, unemployment, severance, occupation, real or personal property, estimated taxes, rent, excise, occupancy, recordation, bulk transfer, intangibles, alternative minimum, doing business, withholding and stamp), together with any interest thereon, penalties, fines, damages costs, fees, additions to tax or additional amounts with respect thereto, imposed by the United States (federal, state or local); (b) any liability for the payment of any amounts described in clause (a) as a result of being a member of an affiliated, consolidated, combined, unitary or similar group or as a result of transferor or successor liability, including, without limitation, by reason of Regulation section 1.1502-6; and (c) any liability for the payments of any amounts as a result of being a party to any Tax Sharing Agreement or as a result of any express or implied obligation to indemnify any other Person with respect to the payment of any amounts of the type described in clause (a) or (b).

“Tax Return” shall include all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns (including Form 1099 and partnership returns filed on Form 1065) required to be supplied to a Tax authority relating to Taxes.

10. Miscellaneous.

10.1 Notices. Any notice, request or other communication hereunder shall be given in writing and shall be served either personally by overnight delivery or delivered by mail, certified return receipt and addressed to the following addresses:

If to Holding:	Stadium Entertainment Holding, Inc. 206 Bryans Road Hampton, New Jersey 08827 <u>Attention:</u> Camille Barbone
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With a copy to:	Giordano, Halleran & Ciesla, P.C. 125 Half Mile Road, Suite 300 Red Bank, New Jersey 07701 <u>Attention:</u> Philip D. Forlenza, Esq.
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If to Stadium:	Stadium Entertainment Corp. 206 Bryans Road Hampton, New Jersey 08727
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Attention: Camille Barbone

With a copy to: Giordano, Halleran & Ciesla, P.C.
125 Half Mile Road, Suite 300
Red Bank, New Jersey 07701
Attention: Philip D. Forlenza, Esq.

If to Compress: Compress Technologies, Inc.
1702 "A" Street, Suite C-350
Sparks, Nevada 89431
Attention: Thomas Terwilliger

Notices shall be deemed received at the earlier of actual receipt or three (3) business days following mailing. Counsel for a party (or any authorized representative) shall have authority to accept delivery of any notice on behalf of such party.

10.2 Entire Agreement. This Agreement, including the schedules and exhibits attached hereto and other documents referred to herein, contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter.

10.3 Expenses. Each party shall bear and pay all of the legal, accounting and other expenses incurred by it in connection with the transactions contemplated by this Agreement.

10.4 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights hereunder in whole or in part without the written consent of the others, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void.

10.6 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their successors, assigns and heirs, and no other Person shall have any right or action under this Agreement.

10.7 Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if all parties had signed the same document. Each such counterpart shall be an original, but all such counterparts together shall constitute a single agreement.

10.8 Recitals and Schedules. The Recitals and Schedules to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.

10.9 Section Headings and Gender. The Section headings used herein are inserted for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other genders,

whether used in the masculine, feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

10.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without giving affect to the conflict of laws provisions thereof.

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