

MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION 50TH - PROGRAM BOOK AGREEMENT

THIS PROGRAM BOOK AGREEMENT (the "Agreement") is made and entered into this 24th day of April, 2016, by and between **FX Group, Inc.** ("**FX**") located at 309 S. Willow Street, Tampa, Florida 33606 and **Major League Baseball Players Association** ("**MLBPA**") located at 12 East 49th Street, 24th Floor, New York, NY 10017.

WHEREAS, FX designs, produces, publishes, and distributes commemorative program books and other event publications to commemorate entertainment & sporting events;

WHEREAS, MLBPA is the collective bargaining representative for all current Major League Baseball players (the "**Program**"); [need to better define the Program]

WHEREAS, MLBPA desires to engage FX to create and publish the official 50th anniversary commemorative program book for the Program (the "50th MLBPA Book").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, FX and MLBPA agree as follows:

DEFINED TERMS: In addition to the terms defined above, the following capitalized terms shall have the following respective meanings for purposes of this Agreement:

- A. "Authorized Distribution Channels," means, collectively, the Premium Distribution Channels (as defined below) and the Specialty Distribution Channels (as defined below)
- B. "Authorized Intellectual Property," means solely those trademarks, words, names, logos, designs, and emblems related to the Program that are specifically and expressly identified in the MLBPA Style Guide.
- C. "Contract Year" means, collectively, each of the following three (3) periods during the Term, as defined below, beginning (a) on the date of this Agreement and ending on October 31, 2016 ("Contract Year 1"), (b) if MLBPA exercises its option, beginning on the date which MLBPA exercises its option as provided below, and ending on October 31, 2017 ("Contract Year 2"), and (c) if MLBPA exercises its option, beginning on the date that MLBPA exercises its option, and ending on October 31, 2018 ("Contract Year 3").
- D. "Licensed Territory," means the United States and its Territories and Possessions.
- E. "Premium Distribution Channels" means national bookstores, airport stores, newsstands, and other channels of mainstream book, newspaper, or magazine distribution (whether via the Internet or retail stores) that have been approved in each case by MLBPA in advance and in writing for the distribution and sale of 50th MLBPA Book.
- F. "Property" means collectively the Promotional Intellectual Property and the Authorized Intellectual Property.
- G. "Term" means the period commencing upon the date of this Agreement and continuing until the expiration of the last Contract Year for which MLBPA exercises its option. MLBPA shall have