

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

STEVEN B. WOLTMANN,)	
)	
Plaintiff,)	
)	No. 10-L-5472
v.)	
)	JURY DEMANDED
ARENA FOOTBALL ONE, LLC,)	
CHICAGO GRIDIRON, LLC, and)	
JOHN DOES 1-10,)	
)	
Defendants.)	

SECOND AMENDED VERIFIED COMPLAINT

Plaintiff Steven B. Woltmann, by his undersigned attorneys, for his Second Amended Verified Complaint against Defendants Arena Football One, LLC, Chicago Gridiron, LLC, and John Does 1-10, states as follows:

Nature of the Case

1. Woltmann was the longtime photographer for the Arena Football League, the predecessor to Defendant Arena Football One. Woltmann provided thousands of images to the League over a period of years, including many years in which the only copies of Woltmann's images existed on photographic slides, which Woltmann tendered to the League. Many of Woltmann's slides have never been returned to him.

2. Woltmann was also a photographer for the Chicago Rush – one of the professional teams in the League – and the predecessor to Defendant Chicago Gridiron, LLC. Gridiron has repeatedly used Woltmann's images without his authorization and in contravention of demands made by Woltmann that Gridiron cease and desist from such use. In several instances, Gridiron sought Woltmann's permission to use his images, and after Woltmann refused to grant permission, *Gridiron used the images anyway*. This use continues to this day.

3. Accordingly, in this action, Woltmann asserts claims for copyright infringement; conversion; declaratory judgment; breach of contract; breach of the duty of good faith and fair dealing; unjust enrichment; and an accounting.

Parties

4. Plaintiff Steven B. Woltmann (“Woltmann”) is a resident of DuPage County, Illinois.

5. On information and belief, Defendant Chicago Gridiron, LLC (“Gridiron”) is a limited liability company organized under the laws of, and with its principal place of business in, the State of Illinois.

6. On information and belief, Defendant Arena Football One, LLC (“AFL”) is a limited liability company organized under the laws of the State of Louisiana, with its principal place of business in the State of Oklahoma.

7. On information and belief, Defendants John Does 1 through 10 are individuals whose names and addresses of residences are unknown.

Jurisdiction and Venue

8. This Court has personal jurisdiction over Gridiron because, on information and belief, Gridiron is an Illinois resident and does business within Illinois. Additionally, this Court has personal jurisdiction over Gridiron because this action arises from Gridiron’s transaction of business in Illinois and Gridiron’s making or performance of a contract substantially connected with Illinois.

9. This Court has personal jurisdiction over AFL because, on information and belief, Gridiron does business within Illinois. Additionally, this Court has personal

jurisdiction over Gridiron because this action arises from Gridiron's transaction of business in Illinois and Gridiron's making or performance of a contract substantially connected with Illinois.

10. Venue is proper under 735 ILCS 5/2-101 because a substantial part of the events or omissions giving rise to this claim occurred in this District.

Factual Background

The Contract Between Woltmann and the First League

11. In 1998, Woltmann was approached by the Arena Football League, LLC (the "First League") – the predecessor to the AFL – to photograph various games and events for the First League.

12. Woltmann submitted his fee quote to the First League during the period of negotiation for the parties' agreement. However, the First League was unable to meet Woltmann's fee quote for his services.

13. As a result, Woltmann and the First League devised an alternative fee agreement on or about March 1998: the First League would pay Woltmann a reduced rate for his services, but in exchange, Woltmann would retain ownership over any photographs taken by Woltmann for the First League. Moreover, under this agreement, the First League would have permission to use Woltmann's photographs only for so long as Woltmann allowed them to.

14. Thus, if any third-parties sought to use or license those photographs in the future, the parties' agreement provided that Woltmann would receive one hundred percent of the revenue from such use. In this way, Woltmann would have a way to recapture at least some of the revenue sacrificed by lowering his fee structure for the First League. (The parties' agreement is hereafter referred to as the "Contract.")

Performance Under The Contract

15. For approximately ten years after the Contract's inception, from approximately 1998 to 2008, Woltmann rendered performance under the Contract for the First League.

16. From 1998 to 2002, given the technology of the time, Woltmann delivered his photographs to the First League via photographic slides. Beginning in 2002, Woltmann began taking photographs by way of digital images, and delivered his photographs to the First League via CD discs.

17. While the use of digital imagery technology beginning in 2002 allowed Woltmann to retain additional copies of his images after delivering CDs to the First League (the images were "burned" onto CDs), that was not true of the slides used prior to 2002: the only copy of the images existed physically on the slides themselves.

18. In addition to the photographic slides Woltmann provided to the First League, Woltmann also took photos for the AF2, LLC ("AF2"), the "junior" or developmental league for the First League. The First League owned 51% of AF2.

19. Woltmann tendered approximately 2,490 slides to the AF2 over several years.

20. During the term of the Contract, there were numerous situations in which a third-party sought to use Woltmann's First League photographs for a promotional purpose. Consistent with the Contract, Woltmann received all revenue derived from those uses.

21. There were also numerous incidents during the term of the Contract in which the First League used Woltmann's images for purposes beyond the scope of, and not permitted by, the Contract.

22. For example, in several instances, the First League used Woltmann's images in newspaper advertisements promoting the First League. In each such case, Woltmann made demand on the First League to remit payment for the unauthorized use, and the First League complied. (A true and correct copy of one such advertisement is attached hereto as Exhibit A.)

23. On December 17, 2008, Woltmann sent a letter terminating his relationship with the First League. Among other things, the December 17, 2008 letter demanded the return of Woltmann's photographic slides – 3,320 in number.

24. Woltmann also made demand on AF2 and Jerry Kurz, who was at that time the Executive Director of AF2, for the return of the 2,490 slides previously provided to AF2 by Woltmann. AF2 refused to comply.

25. After the First League refused to return the slides, Woltmann commenced this lawsuit in the Circuit Court of Cook County (originally Case No. 09-L-001872).

The First Lawsuit

26. While this lawsuit was pending against the First League, at the request of Woltmann's former counsel, the First League conducted an inventory of the slides on or about May 26, 2009. According to written communications from the First League's attorney, the First League possessed all 3,320 slides at that time.

27. Meanwhile, during the pendency of this lawsuit, the First League became enmeshed in bankruptcy proceedings on or about August 2009. This lawsuit became stayed while the bankruptcy proceeded.

28. Eventually, a new group – Defendant AFL – bought the assets of the First League, and emerged as the new face of the league. The claims asserted in the First Lawsuit were expressly carved out of the bankruptcy settlement and release.

29. Before the bankruptcy proceedings concluded, the First League’s counsel and Woltmann’s counsel conducted another inventory of the photographic slides on or about March 2010. This time, however, it was discovered that 18 slides – all featuring the Chicago Rush – had gone missing since the time of the prior inventory roughly ten months before.

30. The First League finally relinquished possession of the slides at the time the bankruptcy proceedings concluded, but the 18 slides remained missing.

31. In addition, AF2 never returned any of the 2,490 slides previously provided to it by Woltmann.

The Chicago Rush and Defendant Gridiron

32. Separate and apart from Woltmann’s Contract with the First League, Woltmann also had an agreement with the Chicago Rush – one of the professional football teams in the First League – in which Woltmann became the Rush’s exclusive photographer.

33. In March 2007, Woltmann and the Chicago Rush executed a contract memorializing their relationship (the “Rush Contract”). (A true and correct copy of the Rush Contract is attached hereto as Exhibit B.)

34. The Rush Contract provides that all ownership rights in images provided by Woltmann to the Rush shall revert back to Woltmann if any one of several enumerated conditions occurs, including: if the Rush is unable or unwilling to pay sums owed to Woltmann under the Rush Contract; if the Rush files a bankruptcy petition; and/or if the Rush ceases operations or becomes defunct.

35. While the First Lawsuit and the First League bankruptcy were pending, the Chicago Rush had their own set of financial problems and ceased operations.

36. In or about December 2009, AFL bequeathed certain intellectual property, including trademarks and trade names of the former Rush team to Gridiron, which continued to hold itself out under the Rush name. In so doing, under the Rush Contract, all of the rights to photos and images previously provided by Woltmann to the Rush reverted back to Woltmann.

37. Nonetheless, since the time that Gridiron purchased the Rush, Gridiron has continued to use Woltmann's images without his authorization and in contravention of demands made by Woltmann that Gridiron cease and desist from such use.

38. In several instances, Gridiron sought Woltmann's permission to use his images, and after Woltmann refused to grant permission, *Gridiron used the images anyway*.

39. For example, on December 1, 2010, Craig Bornemeier, Director of Operations for the Chicago Rush, emailed Woltmann and asked for permission to utilize Woltmann's pictures of the Rush's assistant coach, Walt Houseman. The email further provided: "We can't pay and I think you had problems with Niro before, so if you don't feel comfortable sending it that is perfectly fine, just let me know." Woltmann did not give permission – but Gridiron proceeded to use the image anyway.¹ Those images are Woltmann photographs originally shot by Woltmann on February 18, 2001.

40. Similarly, on March 25, 2010, Ken Valdiserri, the Rush's General Manager, contacted Woltmann and requested a general release to use Woltmann's images.

¹ This image was available on the Rush's website as recently as April 20, 2010. (See <http://www.arenarush.com/news/walt-housman-returns-to-chicago-rush-coaching-staff/>.) (Image 1.) Before filing this Complaint, however, Woltmann's counsel provided the Complaint in draft form to AFL's counsel of record. Shortly thereafter, Image 1 – as well as Images 2-9, as defined in paragraph subparts a-g – were removed from the Rush's website.

Woltmann did not give permission. Gridiron again ignored Woltmann and used the images anyway. Among other things:

- a. The image used² at <http://www.arenarush.com/news/rush-welcome-back-db-james-sadler-3/> is a Woltmann photograph originally shot by Woltmann on January 29, 2008 (Image 2).
- b. The image used at <http://www.arenarush.com/news/rush-adds-afl-veteran-hammel-as-backup-qb-for-playoffs/> is a Woltmann photograph originally shot by Woltmann on January 9, 2005 (Image 3).
- c. The image used at <http://www.arenarush.com/team/roster/> is a Woltmann photograph originally shot by Woltmann on May 31, 2008 (Image 4).
- d. The image used at <http://www.arenarush.com/news/personalize-your-10th-anniversary-commemorative-jersey-today/> is a Woltmann photograph originally shot by Woltmann on June 6, 2004 (Image 5).
- e. The image used at <http://www.arenarush.com/news/wide-receiver-travis-latendresse-back-in-rush-blue/> is a Woltmann photograph originally shot by Woltmann on January 29, 2008 (Image 6).
- f. The images used at <http://www.arenarush.com/team/roster/> are Woltmann photograph originally shot by Woltmann on June 9, 2007 and March 9, 2007 (Images 7 and 8).
- g. The image used at <http://www.dealadayonline.com/recentdeals.php> is a Woltmann photograph originally shot by Woltmann on February 12, 2006 (Image 9).

COUNT I
Copyright Infringement
(Gridiron)

41. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

² As explained in footnote 1, these images were removed from the site days after this Complaint was provided in draft form to AFL's counsel.

42. Woltmann made a substantial investment of time and effort in the creation of his photographs and images which were provided to Gridiron and AFL, and which constitute copyrightable subject matter under the United States Copyright Act.

43. Prior to filing suit, Woltmann filed copyright registration applications for each of the photographs (Images 1-9 as defined above) that have been, and continue to be, displayed on Gridiron's website.

44. Gridiron's publication of Woltmann's photographs without Woltmann's authorization or consent infringes Woltmann's copyrights in those photographs.

45. Gridiron's conduct constitutes the willful infringement of Woltmann's copyrights in his photographs.

COUNT II
Conversion
(AFL; John Does 1-10)

46. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

47. At all times relevant herein, Woltmann had ownership of, interest in, and/or a right to possession of the photographic slides provided by Woltmann to the AFL and AF2.

48. Upon information and belief, AFL and John Does 1-10 have assumed control, dominion and ownership over at least 18 slides, plus all slides previously tendered to AF2 (the "Missing Slides").

49. In the alternative, as the successor in interest to AF2, AFL is liable for any acts of conversion committed by AF2 with respect to the Missing Slides.

50. Woltmann has demanded that AFL return the Missing Slides, and AFL has refused to do so.

51. Woltmann has been wrongfully deprived of the use of Missing Slides.

52. Woltmann has been injured as a direct and proximate result of the actions of AFL and John Does 1-10 alleged herein.

COUNT III
Declaratory Judgment
(Gridiron)

53. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

54. Gridiron continues to use Woltmann's photographs without Woltmann's permission.

55. An actual justiciable controversy exists between Woltmann and Gridiron concerning Woltmann's current and future right to control the photographs.

56. Pursuant to Illinois law, Woltmann seeks a declaration concerning the parties' contractual rights and obligations.

COUNT IV
Breach of Contract
(AFL; Gridiron)

57. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

58. The Contract and the Rush Contract are valid and enforceable contracts.

59. Woltmann has performed all his duties pursuant to the Contract and Rush Contract.

60. AFL breached the Contract by failing to return the Missing Slides.

61. Gridiron breached the Rush Contract by using Woltmann's photographs without authorization and by refusing to pay Woltmann sums to which he is entitled.

62. Woltmann has incurred damages as a result of AFL's breach.

63. Woltmann has incurred damages as a result of Gridiron's breach.

COUNT V
Breach of the Duty of Good Faith and Fair Dealing
(AFL; Gridiron)

64. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

65. Gridiron owed Woltmann a duty to exercise good faith in its dealings with Woltmann and to deal fairly with Woltmann by remitting payments properly due and owing Woltmann.

66. Gridiron has willfully breached its duty of good faith to Woltmann through the foregoing conduct described above.

67. Gridiron's wrongful actions have damaged and will continue to damage Woltmann.

68. AFL owed Woltmann a duty to exercise good faith in its dealings with Woltmann and to deal fairly with Woltmann by remitting payments properly due and owing Woltmann.

69. AFL has willfully breached its duty of good faith to Woltmann through the foregoing conduct described above.

70. AFL's wrongful actions have damaged and will continue to damage Woltmann.

COUNT VI
Unjust Enrichment
(Gridiron)

71. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

72. Gridiron has been unjustly enriched by receiving the benefits of performance by Woltmann, while at the same refusing to remit payment for the full amounts due and owing Woltmann.

73. Gridiron's unjust enrichment has been to the detriment of Woltmann.

74. Gridiron continues to refuse to remit payment for the full amounts due and owing Woltmann.

75. Gridiron's retention of funds which are properly due and owing Woltmann violates fundamental principles of justice, equity, and good conscience.

COUNT VII
Accounting
(AFL; Gridiron)

76. Woltmann repeats the allegations of the preceding paragraphs of this Complaint as though fully alleged herein.

77. Under Illinois law, Gridiron and AFL should be required to account to Woltmann for all monies and other consideration received by Gridiron and/or AFL from the use or licensing of Woltmann's photographs, and be ordered to pay for any sums found to be due Woltmann as a result of such use.

JURY DEMAND

Woltmann respectfully demands trial by jury as to all questions so triable as a matter of right.

PRAAYER FOR RELIEF

WHEREFORE, Woltmann requests:

(A) That the Court enter judgment in favor of Woltmann and against AFL, Gridiron and John Does 1-10.

(B) That Gridiron, its agents, employees, successors, assigns and all other persons acting in concert with or affiliated with it, be permanently enjoined and restrained from copying, reproducing, duplicating, disseminating, distributing, maintaining, uploading, or otherwise using any unauthorized diagram, depiction or graphic of Woltmann's photographs which are the subject of this Complaint, and from otherwise infringing Woltmann's copyrights.

(C) That Gridiron be ordered to file, within 30 days of the issuance of the injunction and/or order of impoundment, a sworn report setting forth in detail the manner in which it has complied with the injunction and order of impoundment.

(D) That the Court order Gridiron and AFL to account to Woltmann for all monies and other consideration received by Gridiron and/or AFL from the use or licensing of Woltmann's photographs, and be ordered to pay for any sums found to be due Woltmann as a result of such use.

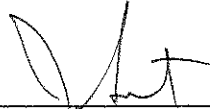
(E) That the Court enter a declaration that Woltmann is entitled to exemplary damages in the amount of three times his compensatory and/or statutory damages.

(F) That the Court enter a declaration that Woltmann is entitled to his attorney's fees and costs.

(G) That the Court award such other and further declaratory or other relief as justice requires.

Dated: May 19, 2011

Respectfully submitted,




One of the Attorneys for Plaintiff
Steven B. Woltmann

Joseph J. Siprut
jsiprut@siprut.com
SIPRUT PC
122 South Michigan Ave.
Suite 1850
Chicago, Illinois 60603
312.588.1440
Firm I.D. 48038

VERIFICATION

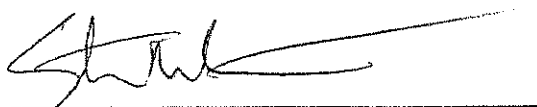
Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that he has read the foregoing **Second Amended Verified Complaint**, that he has personal knowledge of the matters set forth therein, and that the statements set forth therein are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies that he believes the same to be true.



Steven B. Woltmann

AFFIDAVIT PURSUANT TO ILLINOIS SUPREME COURT RULE 222

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the total of money damages sought in the foregoing **Second Amended Verified Complaint** exceeds \$50,000.




Steven B. Woltmann

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that the foregoing **Second Amended Verified Complaint** was served on the following counsel of record this 19th day of May, 2011,
by U.S. Mail:

Pia N. Thompson
Gould & Ratner LLP
222 North LaSalle Street, Suite 800
Chicago, IL 60601
pthompson@gouldratner.com



Joseph J. Siprut

EXHIBIT A

THE POLL

We asked at chicago.tribune.com/sports, what would be a successful first season for Notre Dame's Brian Kelly?

1. National championship 69%
 2. A BCS bowl 26%
 3. A bowl people have heard of 43%
 4. Finishing above .500 16%
 5. Beating Navy 9%
- 6,193 responses
(Results not scientific)

ONE ON ONE

The biggest problem ND's Kelly will face?



Feed the defense
New coach Brian Kelly's primary problem: Fixing a defense that lacked difference-makers up front and demonstrated horrific fundamentals across the board. The tackling issue is teachable. The talent issue could linger for a couple of recruiting cycles. A merely adequate Irish defense should be enough for seven or eight wins in 2010.
Brian Hamilton, Tribune



Weather, standards
Notre Dame is not getting enough top athletes, and that is Brian Kelly's biggest challenge, one with two obstacles bigger than Charlie Weis' buyout. To play at Notre Dame, you have to book as well as you block. Secondly, not even Touchdown Jesus can stir a kid to leave the warmth of the talent-rich South or Southwest.
Bill Kline, The Morning Call

the hat row

TEE QUOTE

"I don't think anybody should yell anything negative at our players. Period. Let's don't make it a bigger thing than it is."

— North Carolina coach Roy Williams to the Fayetteville (N.C.) Observer on having a Presbyterian College fan ejected Saturday for yelling, "Hey Deon, don't miss it," while Deon Thompson was shooting a free throw. UNC won the game 103-64.

BOLD NAMES

Cincinnati fans still fried; Kelly hardly shells shocked

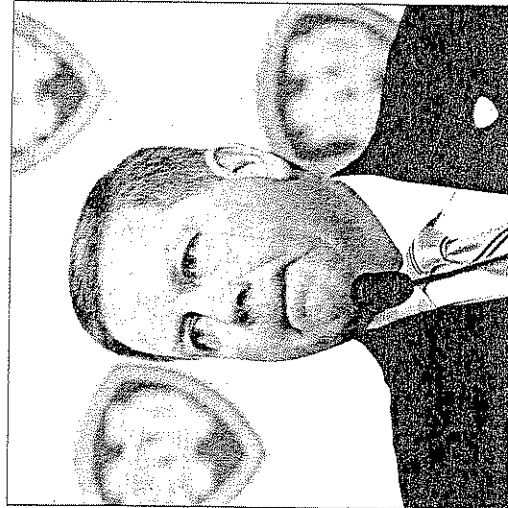
Brian Kelly's first official day as Notre Dame coach is Monday. Before that, he took the weekend to wrap up loose ends in Cincinnati. Apparently, it did not go over easy. A couple of posts to Kelly's Twitter account Sunday revealed that some Bearcats fans have lingering anger toward Kelly and toward Notre Dame for poaching their coach.

"Spent most of the morning on the phone with recruits," Kelly wrote Sunday morning. "House got egged last night and the sign on the lawn wasn't a FOR SALE sign."

There has been much consternation over Kelly's abrupt departure, especially because the Bearcats are Sugar Bowl bound, but the new Irish coach appears to be taking it in stride.

"Family dinner included a side dish of scrambled eggs (LOL)," Kelly wrote Sunday night. "Kidding aside the people of CinCY have been awesome."

Brian Hamilton



TERRENCE ANTONIO JAMES/TRIBUNE PHOTO

Reliever Capps has designs on wearing a Cubs hat



The Pirates' surprising decision to non-tender closer Matt Capps on Saturday could lead him to Chicago. Capps, who closed for the Pirates the last three years, already had calls from three teams as of Sunday morning. His agent, Paul Kinzer, said Capps is interested in the Cubs, and apparently the team has reciprocated that interest.

The 26-year-old right hander is coming off a poor season, with a 5.80 earned-run average, after recording a 2.28 ERA in '07 and a 3.02 ERA in '08. His career ERA is 3.61, and he has issued only 50 walks in 271 1/3 career innings. The Cubs aren't looking for a closer, but Capps could fill a void in late-inning relief, joining Angel Guzman as a right-handed setup man. Capps made \$2.4 million in 2009.

Paul Sullivan

Miller digs himself a hole by serving up 'training' story



Boke Miller sprained an ankle playing volleyball and did not race in the World Cup giant slalom in Val d'Isere, France. The U.S. ski team said in a statement Sunday that the 32-year-old was hurt in "dryland training." A team spokesman later said the injury occurred in a volleyball game.

The team said Miller didn't want to risk aggravating the injury by competing in the giant slalom. He is expected to race four events next week in Italy. Miller placed fifth in the super combined Friday and ninth in the super-G on Saturday. AP

THE RUSH IS ON!
ARENA FOOTBALL IS BACK!
CATCH THE RUSH AT ALLSTATE ARENA
APRIL 2010
WWW.ARENARUSH.COM
SEASON TICKETS ON SALE! GET YOURS NOW! 847-882-9400

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") confirms the agreement between Steve Woltmann ("Woltmann") and Chicago Football, LLC d/b/a the Chicago Rush (the "Rush"). In consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Woltmann and the Rush acknowledge and agree to the following:

1. The term of this MOU shall be for a period of two Rush seasons beginning with the Rush's first football game of the 2007 season, and terminating after completion of the Rush's last football game of the 2008 season.

2. All photos/images resulting from this MOU (the "Photos") shall be deemed a "work for hire", or otherwise assigned to the Rush by Woltmann, contingent upon the following conditions:

- * Woltmann shall be the exclusive photographer of the Rush;
- * Woltmann shall receive a per-game rate of \$700, plus expenses;
- * Non-game photography needed by the Rush during the term of this MOU shall be provided by Woltmann at a rate of \$100 per hour, plus expenses;
- * Woltmann shall receive a credit/byline on all uses of the Photos;
- * Woltmann shall retain the right to use the Photos for promotional purposes (e.g., portfolio, website, etc.); and
- * All revenues generated from the sale or distribution of the Photos, whether during the term of this MOU or after, shall be divided 50-50 by the Rush and Woltmann (payable February 15th and August 15th each year). The Rush shall provide appropriate documentation of such sales or distribution.

3. The Rush and Woltmann shall work together to maximize the value of the Photos to the Rush and Woltmann. Without limiting the foregoing in any way, the Rush shall not itself or through another (e.g., the AFL league office, Wire Image, Getty, etc.) allow the photos to be utilized for commercial purposes without payment for such utilization at rates set in accordance with industry standards.

4. This MOU shall immediately be deemed void from the beginning if the Rush (i) shall be unable or unwilling to pay its debts to Woltmann when due, (ii) shall make any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, (iii) shall file, or shall have filed against it, any petition under the bankruptcy or insolvency laws of any jurisdiction, (iv) shall have or suffer a receiver or trustee to be appointed for its business or property, (v) shall be adjudicated a bankrupt or insolvent, and/or (vi) shall otherwise cease operations or go defunct. In the event this MOU is terminated pursuant to this Section 4, neither the Rush nor its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have any right to sell, exploit or otherwise deal with or in the Photos, and all rights in and to the Photos shall revert back to Woltmann as if this MOU had never been executed.

5. Should any issue or matter arise between the Rush and Woltmann that is not otherwise addressed in this MOU, the parties will negotiate in good faith to resolve same.

SEEN AND AGREED:

STEVE WOLTMANN

CHICAGO FOOTBALL, LLC
d/b/a Chicago Rush

By: _____
Steve Woltmann

By: _____
Mike Polisky, President/GM

Date: March _____, 2007

Date: March _____, 2007

FROM: DOUBLETREE GUEST SUITES

(TUE) MAR 6 2007 18:14/ST. 18:19/No. 7061000050 A 2

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- * Woltmann shall retain the right to use the Photos for promotional purposes (e.g., portfolio, website, etc.); and
- * All revenues generated from the sale or distribution of the Photos, whether during the term of this MOU or after, shall be divided 50-50 by the Rush and Woltmann (payable February 15th and August 15th each year). The Rush shall provide appropriate documentation of such sales or distribution.

3. This MOU shall immediately be deemed void from the beginning if the Rush (i) shall be unable or unwilling to pay its debts to Woltmann when due, (ii) shall make any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, (iii) shall file, or shall have filed against it, any petition under the bankruptcy or insolvency laws of any jurisdiction, (iv) shall have or suffer a receiver or trustee to be appointed for its business or property, (v) shall be adjudicated a bankrupt or insolvent, and/or (vi) shall otherwise cease operations or go defunct. In the event this MOU is terminated pursuant to this Section 4, neither the Rush nor its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have any right to sell, exploit or otherwise deal with or in the Photos, and all rights in and to the Photos shall revert back to Woltmann as if this MOU had never been executed.

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SEEN AND AGREED:

STEVE WOLTMANN

CHICAGO FOOTBALL, LLC
d/b/a Chicago Rush

By: 
Steve Woltmann

By: 
Mike Polisky, President/GM

Date: March 6, 2007

Date: March 16, 2007